



MAGNA WATER DISTRICT AGENDA

FOR THE

REGULAR BOARD MEETING

AT 10:00 AM

THURSDAY SEPTEMBER 21, 2023

8885 W 3500 S, MAGNA, UT 84044

GENERAL OFFICE BUILDING

(801)250-2118

Fax(801)250-1452

SEPTEMBER 21, 2023
REGULAR BOARD MEETING AGENDA
MAGNA WATER DISTRICT

MEETING DATE: September 21, 2023, at 10:00 am
LOCATION: 8885 W 3500 S, MAGNA, UT, GENERAL OFFICE BUILDING

A. Call to Order

B. Public, Board and Staff join in the Pledge of Allegiance

C. Welcome the Public and Guests

D. Public Comment

Written requests that are received – Please do not take over three minutes due to time restraints for other individuals and the Board.

E. Inquire of any conflicts of interests that need to be disclosed to the Board

F. Approval of common consent items

1. Minutes of the regular board meeting held August 10, 2023.
2. Expenses for August 1 to September 10, 2023
General Expenses: \$1,427,759.56
Zions Bank Bond Payment: \$167,376.88

G. Employee Recognition

Virginia Fish, Kim Cisneros, Mikey Boone, and Mandy Whitmore

H. Department Reports:

1. General Manager Report
2. Engineering Report
3. Water Operations Report (water production and call out report)
4. Wastewater Operations Report (status and call out report)

5. Controller/Clerk Report
 - Compliance Requirements Report
6. HR Manager Report
 - Review and discussion on proposed safety manual.

I. Water & Sewer Availability

Discussion and possible motion to approve the following developments:

1. GO Industrial Development located at 2090 S 7200 W
2. Godfrey Industrial Park Subdivision No. 3

J. Project Awards & Agreements

Discussion and possible motion to approve the following project awards and agreements:

1. Bowen Collins & Associates Task Order 23-03 in the amount of \$26,361 for the Biobrox Building Modification Study.
2. EDR Stack Replacements from Veolia WTS Solutions USA, Inc., in the amount of \$530,708.
3. 2023 Sewer Manhole rehabilitation project to Don Calvert Painting for an amount not to exceed \$250,000.
4. Purchase of a 300KW 480 Volt Cummins Generator from S & S Electric for Zone 3 in the amount of \$193,041.
5. Meter stock purchase from Meterworks, in the amount of \$469,499.16 to be delivered in 2024.
6. UASD annual membership dues in the amount of \$12,000.

K. Administrative

Discussion and possible motion to approve the following administrative items:

1. Review and discussion on proposed draft redline changes to the Administration Rules and Regulations.
2. Digital Development Extension Agreement.
3. Amended Interlocal Agreement between Granger-Hunter Improvement District and Magna Water District for cross-over connections.

4. Motion to appoint Clint Dilley as the Member and Mick Sudbury as the Alternate Member to the UASD Board of Representatives.

For information and discussion only – no action items:

- Next month's board meeting – October 19, 2023

L. Motion to meet immediately in a closed meeting to discuss the character, professional competence, or physical or mental health of an individual, collective bargaining strategies, the purchase, exchange, or lease of real property, including any form of a water right or water shares, pursuant to Utah Code Ann. §§ 52-4-204 through 205.

M. Motion to close the closed meeting and re-open the public board meeting.

N. Consider action on any noticed agenda item discussed in closed meeting.

O. Other Business

P. Adjourn

MEETING MINUTES

**MINUTES OF THE
REGULAR MEETING
OF THE BOARD OF TRUSTEES OF
MAGNA WATER DISTRICT**

A regular meeting of the Board of Trustees of the Magna Water District was held Thursday, August 10, 2023, at 10:00 a.m., at the Magna Water District General Office, Kim Bailey Board Room, located at 8885 West 3500 South, Magna, UT.

Call to Order: Mick Sudbury called the meeting to order at 10:00 a.m.

Trustees Present:

Mick Sudbury, Chairman
Jeff White
Dan Stewart

Staff Present:

Clint Dilley, General Manager
LeIsle Fitzgerald, District Controller
Trevor Andra, District Engineer, Excused
Raymond Mondragon, Water Operations Manager
Dallas Henline, Wastewater Operations Manager
Andrew Sumsion, HR Manager

Also Present:

Nathan Bracken, Smith Hartvigsen PLLC
Don Olsen, Epic Engineering
Clint Rogers, Stantec
Stephen Booth, Stantec
Joel Workman, AQS
Josh Bean, Bowen Collins Associates
David Brickey, Magna Metro Township
Michael Sorensen, Waterford Systems
Marie Owens, AE2S
Todd Richards, Magna Township

Public, Board, Staff joined in the Pledge of Allegiance.

Welcome the Public and Guests: Chairman welcomed those in attendance.

Public Comment: None David Brickey introduced himself to the Board and the new Magna Metro Township Administrator. He has practiced law for about 28 years, he served as a City Manager in West Jordan. He expressed his excitement to service the Magna Community.

Chairman asked if any of the staff or board members had a conflict of interest with anything on this agenda. There were no conflicts of interest.

Approval of Common Consent Items:

Minutes of the regular board meeting held July 13, 2023

Expenses for July 3 to July 31, 2023:

General Expenses: \$1,265,139.18

Zions Bank Bond Payment: \$84,094.69

A motion was made by Dan Stewart, seconded by Jeff White, to approve the minutes of the regular board meeting held July 13, 2023, and to approve the general expenses and the Zions Bank Bond Payment from July 3 to July 31, 2023, in the amount of \$1,265,139.18 and \$84,094.69; respectively. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea, and Dan Stewart, yea.

EMPLOYEE RECOGNITION

Clint Dilley, WEAU Mentor Recognition

Dallas Henline indicated the WEAU, has several different award categories and there is a new category for recognition of mentors and how they contribute to the positive atmosphere of our industry. The team decided to submit Clint Dilley as our mentor. Clint is a great teacher of patience, understanding perspective and critical thinking. His mentoring has helped improve all aspects of our careers. His understanding of relationship building leadership skills, and management techniques along with his focus on professionalism, and communication, set him apart from Manager's of the past. He takes time to make sure we understand and can excel in our roles while also encouraging our personal growth. Clint manages our District with integrity and is a great example to all of our team members of the District. Clint will be presented with this recognition at the annual WEAU Conference this year.

DEPARTMENT REPORTS

General Manager Report: Clint highlighted the following items in his managers' report:

STAFFING: The District is in fairly good shape overall with staffing with a few exceptions. Still trying to hire a staff engineer.

OPERATIONS: Clint informed the Board the District's Sanitary Survey Inspection was completed by Division of Drinking Water for all the District's water facilities. There were a couple of minor deficiencies pointed out which are being addressed now and will be reported back to the Division as completed.

The District has had some challenges with the TSS concentration in the Utah Salt Lake Canal secondary water source and have been working with the canal company to come up with alternative to resolve this. Any construction or additions for the resolution will be done this fall.

Clint indicated the WW team, as part of the planning and data collection, has installed three flow monitoring devices on each of the main sewer collection trunklines going to the WWTP. Dallas added these devices will give the District a better idea of what amount of flow is coming from which parts of the District. This data will be used in considering any future construction or upgrades in the collection system.

Clint spoke on the SCAM flyer that some of our customers have received. There has been the same SCAM going on in other areas that is being addressed on the local news as being a scam. A private company or companies place a door hanger notice on homeowner's door that claims

there is an urgent problem with their water and to call a bogus phone number. When the home owner calls the listed number, the scammers misrepresent themselves as agents of the City or District utility and ask to go into the homeowner's home. Magna Water noticed our customers of this SCAM via our website and placed an insert in the monthly bills. The local police are aware of the scam.

Clint spoke about a customer concern that had come into the office regarding one of our yellow door hanger notices from the District and was frustrated with it. It made him feel like he had done something wrong. The District was just concerned about an inconsistency in his water use which sometimes is an indicator of a leak. Staff has discussed creating a different type of notice for this purpose, that wouldn't seem intrusive or offensive.

For full manager's report please go to board meeting recording beginning at position 4:48 to 22:23 and board meeting packet Manager's Report insert.

Engineering Report:

Trevor has been excused from the meeting and Clint Dilley updated the Board on the following projects: WRF Water Reuse Project, Influent Pump Station Project, WWTP Facility Plan Update, Haynes Well #8 Replacement Project, Basement Remodel, and the Change House Project. No actions were taken, to hear full engineering report, please go to board meeting recording position 22:24 to 31:52 and see board meeting packet District Engineer insert.

Water Operations Report (including water production and call out report): Raymond Mondragon reported the water production and callout report for the month of July 2023. No actions were taken, for full discussion, please go to board meeting recording position 31:53 to 33:35 and see board meeting packet Water Production insert.

Wastewater Operations Report (including status and call out report):

Dallas updated the Board on the local limits evaluation that the District is partnering with Northrup Grumman.

Dallas reported there had been a power loss at the plant, and the situation has called for a change in the emergency response procedures with Unified Fire Authority to make sure they have access to our facilities if no personal is present. Unified Fire will meet with Dallas and take a tour of the facility to determine the access points if an employee is not present.

No actions were taken, to hear full report/discussions from the Wastewater Operations Manager please go to position 33:36 to 36:59.

Controller Report/Clerk Report:

Compliance Requirements Report: LeIsle reported the District is up to date with legal requirements and internal policies.

Financials Budgeted vs. Actual as of June 30, 2023: LeIsle presented the 2nd quarter financial statements to the Board including the Revenue and Expenditure Actual YTD Compared to Budgeted YTD report.

No actions were taken, to hear full controller/clerk report, please go to board meeting recording position 37:00 to 42:18 and see board meeting packet Controller/Clerk Report insert.

HR Manager Report:

Safety Manual Update: Andrew reported to the Board the fourth revision of the safety manual update has been finished up. There will be one additional revision and then the proposed draft copy of the Manual will be provided to the Board for their input and possible adoption.

Andrew indicated the Arbinger Training is nearly complete, there are 2 additional groups of employees that need to go through the training before everyone will have completed the training. From there, the training will be reinforced and refreshed with employees in the monthly safety meetings.

There were no actions taken, for full discussion, please go to board meeting recording position 42:19 to 46:13.

WATER & SEWER AVAILABILITY

Discussion and possible motion to approve the following developments:

Maverik Development located at 2400 S 5650 W: A motion was made by Jeff White, seconded by Dan Stewart, to approve availability of water and sewer services to Maverik Development located at 2400 S 5650 W. The motion was approved as follows: Mick Sudbury, yea, Dan Stewart, yea and Jeff White, yea. For full discussion please see board meeting recording position 46:50 to 49:57.

PROJECT AWARDS & AGREEMENTS

Discussion and possible motion to approve the following project awards and agreements:

Installation of two SC-100 transaction intercoms for front office customer service windows in the amount of \$4,066 by B & D Glass, Inc.: A motion was made by Jeff White, seconded by Dan Stewart, to approve the installation of two SC-100 transaction intercoms for front office customer service windows in the amount of \$4,066 by B & D Glass, Inc. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea, and Dan Stewart, yea. For full discussion please go to board meeting recording position 49:57 to 52:18.

Procurement of Screw Pumps and Grit Washers in the amount of \$860,436.54, with an initial payment of \$79,134.09 for special services: A motion was made by Jeff White, seconded by Dan Stewart, to approve the procurement of screw pumps and grit washers in the amount of \$860,436.54, with an initial payment of \$79,134.09 for special services. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea, and Dan Stewart, yea. For full discussion please go to board meeting recording position 53:00 to 57:27.

Installation of a 10” DIP Waterline loop at 3700 S 8000 W East side of roadway by Noland Construction in the amount of \$36,500: A motion was made by Jeff White, seconded by Dan Stewart, to approve the installation of a 10” DIP Waterline loop at 3700 S 8000 W East side of roadway by Noland Construction in the amount of \$36,500. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea and Dan Stewart, yea. For full discussion please go to board meeting recording position 57:28 to 59:01.

Increase to the UCI scanning amount of \$15,000 to complete scanning all material in their possession: A motion was made by Jeff White, seconded by Dan Stewart, to approve increasing the amount previously authorized by the Board to UCI by \$15,000 to complete scanning all material in their possession. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea and Dan Stewart, yea. For full discussion please go to board meeting recording position 59:02 to 1:05:55.

ADMINISTRATIVE

Discussion and possible motion to approve the following administrative items:

Consideration for adoption an Equipment Lease Purchase agreement with Zions Bank Public Finance: A motion was made by Jeff White, seconded by Dan Stewart, to adopt the Equipment Lease Purchase agreement with Zions Bank Public Finance subject to legal opinion in the amount of \$826,797. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea and Dan Stewart, yea. For full discussion please go to board meeting recording position 1:05:56 to 1:13:18.

For information and discussion only – no action items:

- **Next month’s board meeting:** September 14, 2023

Motion to meet immediately in closed session to discuss the character, professional competence, or physical or mental health of an individual, collective bargaining strategies, the purchase, exchange, or lease of real property, including any form of a water right or water shares pursuant to Utah code Ann. §§ 52-4-204 through 205. Jeff White made a motion to discuss the character, professional competence, or physical or mental health of an individual, collective bargaining strategies, the purchase, exchange, or lease of real property, including any form of a water right or water shares pursuant to Utah code Ann. §§ 52-4-204 through 205. The motion was seconded by Dan Stewart, and approved as follows: Mick Sudbury, yea, Dan Stewart, yea and Jeff White, yea at 11:14 a.m.

Motion to close the closed session and to reopen the open session of the Board Meeting: Jeff White made a motion to close the closed session and reconvene the open session at 1:21 p.m. The motion was seconded by Dan Stewart, yea, and approved as follows: Mick Sudbury, yea, Jeff White, yea, and Dan Stewart, yea.

Consider action on any noticed agenda item discussed in closed meeting:

Field Employee Boot Program \$200.00 maximum annual boot voucher to Ossine’s Shoes: Jeff White made a motion to approve the field employee boot program for a maximum annual boot voucher in the amount of \$200.00 from Ossine’s Shoes. The motion was seconded by Dan Stewart, and approved as follows: Mick Sudbury, yea, Dan Stewart, yea, and Jeff White, yea. For full discussion please go to board meeting recording position 1:15:38 to 1:16:54.

Approval of changes to Addendum H regarding executive benefit amendments: A motion was made by Jeff White, seconded by Dan Stewart, to approve the changes to Addendum H regarding executive benefit amendments. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea, and Dan Stewart, yea. For full discussion please go to board meeting recording position 1:16:55 to 1:17:07.

Other Business: None

Adjourn: Having no further business to discuss, a motion was made by Jeff White, seconded by Dan Stewart, to adjourn the meeting at 1:24 pm. The motion was approved as follows: Dan Stewart, yea, Jeff White, yea, and Mick Sudbury, yea.

Attest

Chairperson

**INVOICE
PAYMENTS**

MAGNA WATER DISTRICT

INVOICE PAYMENTS

8/1/2023 to 9/10/2023

Check Issue Date	Payee	Amount	Description
8/1/2023	LOWE'S	37.32	MISC SUPPLIES- SHOP
8/1/2023	LOWE'S	137.85	MISC SUPPLIES-WATER
8/1/2023	LOWE'S	43.08	MISC SUPPLIES- WATER
8/1/2023	THE LINCOLN NATIONAL LIFE	731.10	INSURANCE
8/2/2023	CATEPILLAR FINANCIAL SERVICES CORP	11,650.97	CAT BACKHOE LOADER LEASE
8/2/2023	ROCKY MOUNTAIN POWER CO.,	9.76	POWER WWTP ADMIN BLDG
8/2/2023	ROCKY MOUNTAIN POWER CO.,	27,022.11	POWER WWTP OPERATIONS
8/7/2023	HUBER TECHNOLOGY	3,006.64	UPPER WASH BARS- SCREW PRESS-WWTP
8/7/2023	REGENCE BCBS OF UTAH	14,061.66	INSURANCE
8/7/2023	UTAH BARRICADE COMPANY	360.00	BARRICADE RENTAL
8/8/2023	HACH COMPANY	107.12	CHEMICALS
8/8/2023	HACH COMPANY	19,233.00	SAMPLE PROPEs - WTTTP
8/9/2023	ADVANCED ENGINEERING & ENVIR. SERVICES	1,917.25	LEAD AND COPPER RULE REVISION SUPPORT
8/9/2023	ADVANCED ENGINEERING & ENVIR. SERVICES	4,100.00	FUNDING SUPPORT
8/9/2023	ADVANCED ENGINEERING & ENVIR. SERVICES	4,668.50	LEAD AND COPPER RULE REVISION SUPPORT
8/9/2023	ADVANCED ENGINEERING & ENVIR. SERVICES	2,109.00	LEAD AND COPPER RULE REVISION SUPPORT
8/9/2023	AMERICAN EAGLE READY MIX	4,109.00	FLOWABLE FILL
8/9/2023	AQS ENVIRONMENTAL SCIENCE	2,000.00	SEWER CHEMIST CONSULTANT
8/9/2023	AQUA ENVIRONMENTAL SERVICES	28.36	ANNUAL WATER CALIBRATIONS- WWTP
8/9/2023	ARDURRA	5,382.50	ENGINEERNG SERVICES
8/9/2023	ARDURRA	577.50	ENGINEERNG SERVICES
8/9/2023	BLAND'S RECYCLING	455.00	HAULING DIRT & ASPHALT FROM SHOP
8/9/2023	BOB BATT	50.75	REIMBURSEMENT - TOOL
8/9/2023	BOWEN COLLINS & ASSOCIATES	31,664.34	MAGNA REUSE PROJECTS
8/9/2023	BOWEN COLLINS & ASSOCIATES	919.00	7200 W SECONDARY WATERLINE REPLACEMENT
8/9/2023	CASH (PETTY)	14.91	BOARD MEETING
8/9/2023	CASH (PETTY)	17.15	SAFETY EQUIPMENT- TRUCK #8
8/9/2023	CASH (PETTY)	8.93	CHECK VALVE -TRUCK #30
8/9/2023	CASH (PETTY)	27.38	SAMPLE OIL EDR AIR COMPRESSOR
8/9/2023	CASH (PETTY)	32.53	SAFETY MEETING
8/9/2023	CASH (PETTY)	7.11	4TH OF JULY
8/9/2023	CASH (PETTY)	59.85	LUNCH- CONSTRUCTION CREW
8/9/2023	CASH (PETTY)	53.48	LUNCH- CONSTRUCTION CREW
8/9/2023	CASH (PETTY)	8.56	POSTAGE - CERTIFIED LETTER
8/9/2023	CASH (PETTY)	32.49	SAFETY MEETING
8/9/2023	CASH (PETTY)	39.60	KEYS - BACKHOES & TRACTORS
8/9/2023	CH SPENCER & COMPANY	870.00	PUMP ALIGNMENT- #4 PUMP- EDR
8/9/2023	CONELY COMPANY	848.76	WATER FILTER - SCREW PRESS- WWTP
8/9/2023	CORE & MAIN, LP	20,194.74	FIRE HYDRANT PARTS- SHOP STOCK
8/9/2023	D & L SUPPLY	2,470.00	VALVE BOXES AND RISERS
8/9/2023	DURA-CRETE INC.	6,575.00	SEWER MANHOLE GRADE RINGS & LIDS
8/9/2023	E.T. TECHNOLOGIES, INC	2,446.18	SLUDGE REMOVAL
8/9/2023	E.T. TECHNOLOGIES, INC	2,521.01	SLUDGE REMOVAL
8/9/2023	EPIC ENGINEERING, P.C.	1,816.40	GATEWAY TO LITTLE VALLEY PHASE 1 AND 2 INSPECTION
8/9/2023	EPIC ENGINEERING, P.C.	3,222.00	ZONE 3 SECONDARY BOOSTER PUMP & CULINARY PUMP STATIONS
8/9/2023	EPIC ENGINEERING, P.C.	2,244.00	GATEWAY TO LITTLE VALLEY PHASE 3 INSPECTION
8/9/2023	EPIC ENGINEERING, P.C.	177.00	GATEWAY TO LITTLE VALLEY PHASE 4
8/9/2023	EPIC ENGINEERING, P.C.	11,523.60	GATEWAY TO LITTLE VALLEY PHASE 4 INSPECTION
8/9/2023	EPIC ENGINEERING, P.C.	2,889.36	GATEWAY TO LITTLE VALLEY PHASE 5D-INSPECTION
8/9/2023	EPIC ENGINEERING, P.C.	3,595.00	MAGNA GENERAL ENGINEERING - 2023
8/9/2023	EPIC ENGINEERING, P.C.	4,890.00	2023 CULINARY WATERLINE REPLACEMENTS
8/9/2023	EPIC ENGINEERING, P.C.	10,645.00	SCREW PRESS BUILDING EXPANSION
8/9/2023	FISHER SCIENTIFIC	178.50	LABORATORY SUPPLIES- WWTP
8/9/2023	FISHER SCIENTIFIC	320.90	LABORATORY SUPPLIES- WWTP
8/9/2023	I-D ELECTRIC COMPANY	929.40	AMIAD FILTER TROUBLESHOOTING
8/9/2023	IGES, INC.	2,276.45	MAGNA WATER DISTRICT MATERIALS TESTING
8/9/2023	JACKS TIRE & OIL	367.60	TIRES - #88
8/9/2023	KEN GARFF FORD WEST VALLEY	247.00	TRAILER BRAKE CONTROL MODULE - #8
8/9/2023	KILGORE COMPANIES, LLC	1,742.27	ASPHALT FOR REPAIR
8/9/2023	LANDMARK COMPANIES	23,294.86	BASEMENT FINISH
8/9/2023	LEVERAGE IT SOLUTIONS	4,399.96	CAMERAS -8000 W BOOSTER
8/9/2023	LEVERAGE IT SOLUTIONS	2,443.70	LAPTOP - TREVOR ANDRA
8/9/2023	MADDOX AIR COMPRESSOR, INC	1,579.22	AIR COMPRESSOR SERVICE KITS & OIL SAMPLE KITS - EDR
8/9/2023	METERWORKS	3,581.75	METER INSTALLATION
8/9/2023	METERWORKS	8,419.75	METER INSTALLATION
8/9/2023	MID ATLANTIC TRUST COMPANY	3,611.10	401(K)
8/9/2023	OLYMPUS SAFETY & SUPPLY, LLC	1,090.00	HARD HATS
8/9/2023	OLYMPUS SAFETY & SUPPLY, LLC	150.75	SAFETY VESTS
8/9/2023	OWEN EQUIPMENT	655.43	FILTER DOOR HANDLE - #30
8/9/2023	OWEN EQUIPMENT	3,708.74	RODDER HOSE - #30

**MAGNA WATER DISTRICT
INVOICE PAYMENTS
8/1/2023 to 9/10/2023**

Check Issue Date	Payee	Amount	Description
8/9/2023	RH BORDEN and COMPANY, LLC	4,995.00	WATER LEVEL MONITORING DEVICES- SEWER COLL.
8/9/2023	S.L.CO. ENGINEERING DIVISION	850.00	CONSTRUCTION PERMITS
8/9/2023	STANTEC CONSULTING SERVICES INC.	1,424.25	WATER AND WASTE WATER PROJECT SUPPORT
8/9/2023	STANTEC CONSULTING SERVICES INC.	39,197.92	MAGNA WATER DISTRICT INFLUENT DESIGN
8/9/2023	STEVE REGAN CO.	1,399.86	WEED SPRAY- WWTP
8/9/2023	SUBSITE ELECTRONICS	4,601.12	CCTV TRACTOR & CAMERA REPAIR - #52
8/9/2023	SUBSITE ELECTRONICS	58,573.20	INSPECTION CAMERA - #52
8/9/2023	THATCHER COMPANY	10,342.48	CHEMICALS
8/9/2023	THATCHER COMPANY	7,353.34	CHEMICALS
8/9/2023	THATCHER COMPANY	7,780.00	CHEMICALS
8/9/2023	THATCHER COMPANY	210.50	CHEMICALS
8/9/2023	THATCHER COMPANY	(2,800.00)	CHEMICALS
8/9/2023	THATCHER COMPANY	(5,000.00)	CHEMICALS
8/9/2023	THATCHER COMPANY	(2,800.00)	CHEMICALS
8/9/2023	TOTAL POWER & CONTROLS, LLC	1,050.31	VEGA INFLUENT LEVEL SENSOR- WTP
8/9/2023	TOTAL POWER & CONTROLS, LLC	3,337.90	STEP SCREEN & ULTRASONIC RADAR TROUBLESHOOTING- WWTP
8/9/2023	UCI/ACCOUNTS RECEIVABLE	2,122.24	SCANNING DOCUMENTS
8/9/2023	UCI/ACCOUNTS RECEIVABLE	1,628.28	SCANNING DOCUMENTS
8/9/2023	UNITED RENTALS (NORTH AMERICA) INC.	337.22	TRENCH SHORING
8/9/2023	UNITED RENTALS (NORTH AMERICA) INC.	722.96	TRENCH SHORING
8/9/2023	VANGUARD CLEANING SYSTEMS	650.00	CLEANING-ADMIN OFFICE
8/9/2023	VANGUARD CLEANING SYSTEMS	350.00	CLEANING- ADMIN WWTP
8/9/2023	VANGUARD CLEANING SYSTEMS	542.00	CLEANING - EDR
8/9/2023	VEHICLE LIGHTING SOLUTIONS	8,190.00	LIGHT BARS & CONTROLLERS
8/9/2023	W.E.T.	1,800.00	LAB & TESTING
8/9/2023	WACO	5,371.92	FILTERS - EDR
8/10/2023	ALLSTATE	478.27	INSURANCE
8/10/2023	BANKCARD CENTER	54.11	LUNCH- SEWER CREW
8/10/2023	BANKCARD CENTER	205.57	POSTAGE, SAFETY MTG, LUNCH- WATER CREW
8/10/2023	BANKCARD CENTER	1,773.39	BOARD MTG LUNCHES, TRAINING, RECRUITING
8/10/2023	BANKCARD CENTER	1,500.00	DEPOSIT FOR CHRISTMAS PARTY
8/10/2023	BANKCARD CENTER	142.68	PLAN PRINTING
8/10/2023	CHEMTECH-FORD	591.00	WWTP SAMPLES
8/10/2023	CHEMTECH-FORD	563.00	WWTP SAMPLING
8/10/2023	CHEMTECH-FORD	270.00	WWTP SAMPLES
8/10/2023	CHEMTECH-FORD	591.00	WWTP SAMPLES
8/10/2023	CHEMTECH-FORD	270.00	WWTP SAMPLES
8/10/2023	CHEMTECH-FORD	450.00	WATER SAMPLES
8/10/2023	CHEMTECH-FORD	1,142.00	WATER SAMPLES
8/10/2023	CHEMTECH-FORD	163.00	WATER SAMPLES
8/10/2023	CHEMTECH-FORD	359.00	WWTP SAMPLES
8/10/2023	CHEMTECH-FORD	270.00	WWTP SAMPLES
8/10/2023	CHEMTECH-FORD	450.00	WATER SAMPLES
8/10/2023	CHEMTECH-FORD	359.00	WWTP SAMPLES
8/10/2023	CHEMTECH-FORD	60.00	WATER SAMPLES
8/10/2023	CHEMTECH-FORD	270.00	WWTP SAMPLES
8/10/2023	CHEMTECH-FORD	30.00	WATER SAMPLES
8/10/2023	CHEMTECH-FORD	41.00	WATER SAMPLES
8/10/2023	CHEMTECH-FORD	359.00	WWTP SAMPLES
8/10/2023	CHEMTECH-FORD	270.00	WWTP SAMPLES
8/10/2023	CHEMTECH-FORD	563.00	WWTP SAMPLING
8/10/2023	CINTAS CORPORATION #180	211.88	SHOP/EDR UNIFORMS AND LINENS
8/10/2023	CINTAS CORPORATION #180	366.90	WWTP UNIFORMS AND LINENS
8/10/2023	CINTAS CORPORATION #180	162.97	OFFICE MATS
8/10/2023	CINTAS CORPORATION #180	375.68	WWTP UNIFORMS AND LINENS
8/10/2023	CINTAS CORPORATION #180	248.52	SHOP/EDR UNIFORMS AND LINENS
8/10/2023	CINTAS CORPORATION #180	294.20	WWTP UNIFORMS AND LINENS
8/10/2023	CINTAS CORPORATION #180	243.42	SHOP/EDR UNIFORMS AND LINENS
8/10/2023	CINTAS CORPORATION #180	238.69	SHOP/EDR UNIFORMS AND LINENS
8/10/2023	CINTAS CORPORATION #180	509.81	WWTP UNIFORMS AND LINENS
8/10/2023	CINTAS CORPORATION #180	378.71	WWTP UNIFORMS AND LINENS
8/10/2023	CINTAS CORPORATION #180	211.88	SHOP/EDR UNIFORMS AND LINENS
8/10/2023	ELITE GROUNDS, LLC	1,005.49	LANDSCAPE MAINTENANCE-ADMIN
8/10/2023	ELITE GROUNDS, LLC	962.95	LANDSCAPE MAINTENANCE- WWTP ADMIN
8/10/2023	NATIONAL BENEFIT SERVICES, LLC	52.00	HRA PLAN FEE - JULY2023
8/10/2023	PURCHASE POWER	36.28	POSTAGE
8/10/2023	RICOH USA , INC	150.00	COPIER ADMINISTRATIVE OFFICE
8/10/2023	TRUGREEN COMMERCIAL	180.00	LAWN SERVICE - WWTP ADMIN
8/10/2023	UTAH-IDAHO TEAMSTERS SECURITY FUND	40,287.00	UNION HEALTH & WELFARE
8/10/2023	WESTERN CONF TEAMSTERS PENSION	25,519.66	UNION PENSION CONTRIBUTION

MAGNA WATER DISTRICT

INVOICE PAYMENTS

8/1/2023 to 9/10/2023

Check Issue Date	Payee	Amount	Description
8/14/2023	HACH COMPANY	766.76	FLUORIDE TESTING
8/14/2023	HACH COMPANY	36.88	FLUORIDE TESTING
8/14/2023	SAFETY SUPPLY & SIGN CO.	895.44	MARKING PAINT
8/15/2023	AMERITAS LIFE INSURANCE CORP	1,585.41	INSURANCE
8/15/2023	AMERITAS LIFE INSURANCE CORP	1,585.41	INSURANCE
8/15/2023	BANKCARD CENTER	117.50	SOD FOR REPAIRS
8/15/2023	BECK, SCOTT	300.00	UNIFORM ALLOWANCE
8/15/2023	BOB BATT	300.00	UNIFORM ALLOWANCE
8/15/2023	CLARK, STEVE	300.00	UNIFORM ALLOWANCE
8/15/2023	DAVIS, JON	300.00	UNIFORM ALLOWANCE
8/15/2023	DELOBEL, DYLLAN	300.00	UNIFORM ALLOWANCE
8/15/2023	DRAPER, CHET	300.00	UNIFORM ALLOWANCE
8/15/2023	HARMS, MICHAEL	300.00	UNIFORM ALLOWANCE
8/15/2023	IPS	121.92	T&A MONTHLY FEE
8/15/2023	JATERKA, ROBERT	300.00	UNIFORM ALLOWANCE
8/15/2023	LAMPER, BEAU	300.00	UNIFORM ALLOWANCE
8/15/2023	LONG, JUSTIN	300.00	UNIFORM ALLOWANCE
8/15/2023	MANZANARES, MARK A	300.00	UNIFORM ALLOWANCE
8/15/2023	RAWSON, TRAVIS	300.00	UNIFORM ALLOWANCE
8/15/2023	RULON HARPER CONSTRUCTION, INC	63.46	GRAVEL & ROADBASE
8/15/2023	SKOGERBOE, MATT	300.00	UNIFORM ALLOWANCE
8/15/2023	THOMPSON, LONNIE	300.00	UNIFORM ALLOWANCE
8/15/2023	TUCKER, NELDON EDWARD	300.00	UNIFORM ALLOWANCE
8/15/2023	ZIONS BANK PUBLIC FINANCIAL SVS	2,500.00	CONTINUING DISCLOSURE PREP & FILING FEE
8/16/2023	DOMINION ENERGY	7.24	NATURAL GAS 3291 S 8000 W
8/16/2023	DOMINION ENERGY	30.93	NATURAL GAS 8931 W 3500 S
8/16/2023	DOMINION ENERGY	172.56	NATURAL GAS 7650 W 2100 S
8/16/2023	DOMINION ENERGY	8.90	NATURAL GAS 8885 W 3500 S
8/16/2023	OWEN EQUIPMENT	2,943.05	REPAIR, PARTS, & LABOR- #30
8/16/2023	RULON HARPER CONSTRUCTION, INC	787.68	GRAVEL & ROADBASE
8/16/2023	RULON HARPER CONSTRUCTION, INC	253.61	GRAVEL & ROADBASE
8/16/2023	RULON HARPER CONSTRUCTION, INC	812.16	GRAVEL & ROADBASE
8/17/2023	DOMINION ENERGY	69.53	NATURAL GAS 6850 W 2820 S
8/17/2023	DOMINION ENERGY	20.67	NATURAL GAS 6026 PARKWAY BLVD
8/17/2023	ROCKY MOUNTAIN POWER CO.,	56,204.51	POWER BARTON WELLS 1&2
8/17/2023	ROCKY MOUNTAIN POWER CO.,	1,901.21	POWER SHALLOW WELLS
8/17/2023	ROCKY MOUNTAIN POWER CO.,	1,978.56	POWER BOOSTER STATION
8/17/2023	THOMPSON, CHRISTIAN	300.00	UNIFORM ALLOWANCE
8/18/2023	STAPLES BUSINESS CREDIT	60.68	OFFICE SUPPLIES-OFFICE
8/18/2023	STAPLES BUSINESS CREDIT	52.99	OFFICE SUPPLIES- SEWER COLL.
8/18/2023	STAPLES BUSINESS CREDIT	36.93	OFFICES SUPPLIES- OFFICE
8/18/2023	STAPLES BUSINESS CREDIT	397.78	OFFICE SUPPLIES- SEWER CREW
8/18/2023	VEOLIA WTS USA, INC.	3,625.00	HEAVY SPACERS
8/21/2023	FERGUSON WATERWORKS #1616	41.36	REPAIR PARTS- WATER
8/21/2023	HACH COMPANY	898.32	REAGENT BUFFER & INDICATOR KITS
8/21/2023	INDUSTRIAL SUPPLY CO., INC.	428.77	PIPE WRENCHES
8/21/2023	LOWE'S	320.42	MISC SUPPLIES- OFFICE
8/21/2023	LOWE'S	499.48	MISC SUPPLIES- CONST CREW
8/21/2023	MID ATLANTIC TRUST COMPANY	3,609.10	401(K)
8/21/2023	O'REILLY	66.39	REFRIDGERANT - #76
8/21/2023	RICOH USA , INC	209.50	COPIER ADMINISTRATIVE OFFICE
8/21/2023	ROCKY MOUNTAIN POWER CO.,	18.79	POWER BACCHUS TANKS
8/21/2023	ROCKY MOUNTAIN POWER CO.,	2,337.00	POWER SECONDARY WATER PUMP
8/21/2023	ROCKY MOUNTAIN POWER CO.,	484.10	POWER CEMENT BUILDING SHOPS
8/21/2023	ROCKY MOUNTAIN POWER CO.,	2,803.52	POWER 7600 RESERVOIR
8/21/2023	ROCKY MOUNTAIN POWER CO.,	12.12	POWER JORDAN VALLEY CONNECTIONS
8/21/2023	ROCKY MOUNTAIN POWER CO.,	4,113.61	ZONE 3 CULINARY PUMP
8/21/2023	WORKERS COMPENSATION FUND OF U	2,269.09	WORKERS COMP INSURANCE
8/23/2023	COSTCO WHOLESALE	92.40	OFFICE SUPPLIES-OFFICE
8/24/2023	FEDEX	196.43	POSTAGE
8/25/2023	ROCKY MOUNTAIN POWER CO.,	3,897.27	POWER HAYNES WELLS
8/28/2023	POLYDYNE INC	13,497.78	CHEMICALS
8/28/2023	ROCKY MOUNTAIN POWER CO.,	101.19	POWER CEMENT BUILDING SHOPS
8/28/2023	UTAH BARRICADE COMPANY	623.65	BARRICADE RENTAL
8/30/2023	AMAZON CAPITAL SERVICES	18.78	COAXIAL COAX CABLE
8/30/2023	BLUE STAKES OF UTAH 811	1,024.27	BILLABLE E-MAIL NOTIFICATIONS
8/30/2023	FUEL NETWORK	5,495.53	GASOLINE FOR VEHICLES
8/30/2023	MOUNTAINLAND SUPPLY COMPANY	27,352.48	REDUNDANCY BOOSTER FILTER
8/30/2023	MOUNTAINLAND SUPPLY COMPANY	7,157.21	PART FOR REPAIR- WATER
8/30/2023	RICOH USA , INC	75.00	COPIER ADMINISTRATIVE OFFICE

MAGNA WATER DISTRICT

INVOICE PAYMENTS

8/1/2023 to 9/10/2023

Check Issue Date	Payee	Amount	Description
8/30/2023	RICOH USA , INC	215.80	COPIER ADMINISTRATIVE OFFICE
8/30/2023	THE LINCOLN NATIONAL LIFE	731.10	INSURANCE
8/31/2023	ROCKY MOUNTAIN POWER CO.,	18.57	POWER 7764 W 2100 S ADMIN BLDG
8/31/2023	ROCKY MOUNTAIN POWER CO.,	29,684.51	POWER WWTP OPERATIONS BLDG
8/31/2023	ROCKY MOUNTAIN POWER CO.,	21,384.83	POWER WWTP OPERATIONS BLDG
8/31/2023	SAFETY SUPPLY & SIGN CO.	1,201.60	EMERGENCY LIGHTING- MANAGEMNT VEHICLES
9/5/2023	AMERICOM TECHNOLOGY, INC	1,800.00	REFUND OF METER DEPOSIT
9/5/2023	AQS ENVIRONMENTAL SCIENCE	2,000.00	SEWER CHEMIST CONSULTANT
9/5/2023	ATS	3,325.00	CHEMICALS
9/5/2023	B&D GLASS	20,350.00	BULLETPROOF GLASS -OFFICE WALK-UP COUNTER
9/5/2023	BLAND'S RECYCLING	325.00	HAULING DIRT & ASPHALT FROM SHOP
9/5/2023	C&L WATER SOLUTIONS, INC	56,285.00	MAGNA WATER 8" LINE
9/5/2023	CASH (PETTY)	8.56	POSTAGE - CERTIFIED LETTER
9/5/2023	CASH (PETTY)	10.78	ICE - WWTP SAMPLES
9/5/2023	CASH (PETTY)	14.41	TRAINING
9/5/2023	CASH (PETTY)	14.25	LUNCH- CONST CREW
9/5/2023	CASH (PETTY)	53.37	LUNCH-CONST CREW
9/5/2023	CASH (PETTY)	88.31	WWTP OPERATOR TRAINING
9/5/2023	CASH (PETTY)	23.00	WWTP PERMIT
9/5/2023	CASH (PETTY)	26.10	SAFETY MTG
9/5/2023	CASH (PETTY)	46.68	LUNCH - CONST CREW
9/5/2023	CINTAS 1ST AID	56.36	FIRST AID CABINET EDR
9/5/2023	CINTAS 1ST AID	28.78	FIRST AID CABINET SHOP
9/5/2023	CINTAS 1ST AID	47.54	FIRST AID CABINET WWTP OFFICE
9/5/2023	CINTAS 1ST AID	52.94	FIRST AID CABINET OFFICE
9/5/2023	CINTAS 1ST AID	61.97	FIRST AID CABINET WWTP
9/5/2023	CINTAS CORPORATION #180	162.97	MATS FOR THE OFFICE
9/5/2023	CINTAS CORPORATION #180	258.12	SHOP/EDR UNIFORMS AND LINENS
9/5/2023	CINTAS CORPORATION #180	412.77	WWTP UNIFORMS AND LINENS
9/5/2023	CINTAS CORPORATION #180	258.93	SHOP/EDR UNIFORMS AND LINENS
9/5/2023	CINTAS CORPORATION #180	354.60	WWTP UNIFORMS AND LINENS
9/5/2023	CINTAS CORPORATION #180	244.60	SHOP/EDR UNIFORMS AND LINENS
9/5/2023	CINTAS CORPORATION #180	557.99	WWTP UNIFORMS AND LINENS
9/5/2023	CINTAS CORPORATION #180	402.02	UNIFORMS AND LINENS WWTP
9/5/2023	CINTAS CORPORATION #180	217.79	SHOP/EDR UNIFORMS AND LINENS
9/5/2023	CODALE ELECTRIC SUPPLY INC.	5,507.00	HMI REPAIR- EDR
9/5/2023	CORRIO CONSTRUCTION, INC.	304,682.08	MAGNA REUSE PROJECTS
9/5/2023	E.T. TECHNOLOGIES, INC	2,735.14	SLUDGE REMOVAL
9/5/2023	E.T. TECHNOLOGIES, INC	2,827.77	SLUDGE REMOVAL
9/5/2023	E.T. TECHNOLOGIES, INC	4,503.07	SLUDGE REMOVAL
9/5/2023	GRAINGER	88.00	SOFT DOOR CLOSER- ADMIN BLDG
9/5/2023	INDIGO WATER GROUP	3,703.01	TRAINING - WWTP
9/5/2023	IVORY HOMES	58,225.00	REFUND OF DEVELOPMENT FEES
9/5/2023	JORDAN VALLEY WATER	29,695.35	WATER DELIVERIES
9/5/2023	KILGORE COMPANIES, LLC	68.48	ASPHALT FOR REPAIRS
9/5/2023	KILGORE COMPANIES, LLC	453.00	CONCRETE FOR REPAIRS
9/5/2023	METERWORKS	7,391.25	METER INSTALLATION
9/5/2023	METERWORKS	300.00	HYDRANT METER BRASS MANUAL REGISTERS
9/5/2023	METERWORKS	1,140.48	3 HPT UME- SECONDARY WATER METER
9/5/2023	METERWORKS	5,268.75	8 PROTECTUS METER UME
9/5/2023	MID ATLANTIC TRUST COMPANY	3,611.10	401(K)
9/5/2023	NATIONAL BENEFIT SERVICES, LLC	8,700.00	HRA - EXECUTIVE BENEFITS
9/5/2023	OWEN EQUIPMENT	66.25	POWER RELAY- #44
9/5/2023	OWEN EQUIPMENT	57.91	PRESSURE SWITCH - #44
9/5/2023	REGENCE BCBS OF UTAH	14,061.66	INSURANCE
9/5/2023	SKM INC.	2,250.46	SCADA MAINTENANCE- SEWER SYSTEM
9/5/2023	STOTZ EQUIPMENT	52.60	DRIVE BELT & BLOWER BELT -#37
9/5/2023	THATCHER COMPANY	3,978.88	CHEMICALS
9/5/2023	THATCHER COMPANY	7,403.45	CHEMICALS
9/5/2023	THATCHER COMPANY	7,111.68	CHEMICALS
9/5/2023	THATCHER COMPANY	7,508.09	CHEMICALS
9/5/2023	THATCHER COMPANY	7,990.50	CHEMICALS
9/5/2023	THATCHER COMPANY	(2,800.00)	CHEMICALS
9/5/2023	UCI/ACCOUNTS RECEIVABLE	5,625.36	SCANNING DOCUMENTS
9/5/2023	UCI/ACCOUNTS RECEIVABLE	184.07	SCANNING DOCUMENTS
9/5/2023	UTAH DEPT OF GOVERNMENT OPERATIONS	53,400.00	WATER RESOURCE LOAN
9/5/2023	WACO	5,319.70	FILTERS - EDR
9/5/2023	WARDELL BROTHERS CONSTRUCTION	1,800.00	REFUND OF HYDRANT DEPOSIT
9/5/2023	WASATCH ELECTRIC	1,233.68	REPAIR & PARTS- IRRIGATION WELL #1
9/5/2023	WEBB-INTEGRATION & SALES	1,010.00	BOARD ROOM BLIND/PROJECTOR PROGRAMMING

**MAGNA WATER DISTRICT
INVOICE PAYMENTS
8/1/2023 to 9/10/2023**

Check Issue Date	Payee	Amount	Description
9/8/2023	UTAH-IDAHO TEAMSTERS SECURITY FUND	40,287.00	UNION HEALTH & WELFARE
9/8/2023	WESTERN CONF TEAMSTERS PENSION	26,028.17	UNION PENSION CONTRIBUTION
9/9/2023	LOWE'S	286.25	MISC SUPPLIES-EDR
9/10/2023	PURCHASE POWER	299.00	POSTAGE
		\$ 1,427,759.56	

**MAGNA WATER DISTRICT
ZIONS BANK BOND PAYMENT
8/1/2023 to 9/10/2023**

Check Issue Date	Payee	Amount	Description
8/9/2023	ZIONS FIRST NATIONAL BANK	\$ 83,688.44	5436869-BOND SER 2013
9/5/2023	ZIONS FIRST NATIONAL BANK	\$ 83,688.44	5436869-BOND SER 2013
		\$ 167,376.88	

MANAGERS REPORT



MEMO

TO: MWD Board of Directors
FROM: Clint Dilley, P.E., General Manager
DATE: 09/13/23 (September 21st Board Meeting)
RE: Report and Discussion from General Manager

PURPOSE OF MEMO

The purpose of this memo is to provide the Magna Water District (MWD) Board of Directors a general report from the General Manager and associated discussion with input from rest of management team to keep the board abreast of general matters in the District. The format of the memo will primarily be a list of bullet points to assist guiding the discussion in the board meeting.

REPORT FROM GENERAL MANAGER

After discussions with the board and management team we have focused our efforts on three main areas including 1) Staffing 2) Operations and 3) Communication as outlined in the following sections.

STAFFING

- Engineering
 - Staff Engineer
 - Have interviewed one candidate for the position thus far
 - HR MGR & DE will attend job fairs at various colleges/universities at end of September
- Operations
 - Water Service Maintenance on Construction Crew (2 positions open)
 - Had 2 operators leave the construction crew
 - In house posting completed with no applicants
 - Currently conducting interviews with several interested candidates
 - Mechanic Apprentice
 - HR Mgr & Operations Managers have completed review and determined there is a substantial need to move forward with creating a Mechanic Apprentice job position for board to consider

OPERATIONS

- Water Operations
 - Recommend moving forward with purchase of Stage 1 EDR Membrane Stack replacement program with more efficient 750 cell pair membranes which will result in modest improvement in water quality for same flow rate

- Recommend moving forward with purchase of Zone 3 drinking water booster station emergency standby diesel power generator
- Controller & Water OM working with meter supplier to review infrastructure required to implement AMI for water meter reading program.
- Water OM & DE evaluating possibility of combining some waterline replacements in older part of town into a larger project vs. smaller yearly projects to complete majority of remaining 4" & 6" waterline replacements & replace old hydrants
- Additional venting of the fluoride day tank at the EDR WTP was completed by operations staff in response to DDW Sanitary Survey finding which will remove the minor deficiency from the water system
- Zone 3 secondary reservoir site negotiations moving forward with draft purchase agreement.
- Moving forward with negotiations for priority land acquisition opportunities for buffer and future expansion at water source/storage facilities
- WWTP Operations
 - Blue stake requests reached an all time high in September with all of the google fiber requests. Blue Stakes of Utah is implementing an "Initiative for Reducing Unnecessary Update Locate Requests." This should reduce unnecessary update requests from the excavation community.
 - Wastewater Collections crew worked with C & L Water Solutions to line and repair two sections of 8" sewer line totaling 700 linear feet. Repairs were budgeted for after finding the damaged lines through CCTV inspections late last year.
 - WW OM & DE have come up with a lower cost temporary solution for changing room issues at the existing WWTP operations building with the addition of a door and rearrangement of lockers & clothing racks moved upstairs until a future change house can be constructed after influent lift station project completed.
 - WW Manager completed site and sample inspections of permitted Industrial Users in the district on 9/5 with State Pretreatment coordinator Jen Robinson (SKF and Northrup). WWM and SPC have been collaborating to understand the needs and timeline for additional pretreatment coordination. WW Manager working on prescreening documentation to evaluate potential users coming to the district. Documentation ready for DE review
 - WW manager and DE working with Northrup (ATK) and Geosyntec to take next steps in 2023 Local Limits Study. Tour of our WW facilities and follow up to initial kickoff meeting completed on August 9th. WW manager working with Geosyntec to finalize sample plan and schedule. Sample set likely includes a combination of grab, composite, diurnal, and multiple off-site sampling locations. Quantity could exceed three hundred plus samples.
- Office
 - First round of document scanning completed by UCI with positive results thus far. Will continue with remainder of documents.
 - Basement construction complete. DE working on office furnishings options with suppliers to review with board for preferences in layout and selections.
 - Bullet proof glass transaction windows have been installed by BD glass. Intercom system has been installed.
 - Peak alarm has installed remote door opener for front office staff
 - Fleet vehicles have started arriving for new 30-month lease period including the traverse and 150's. 350's should be in next couple weeks.

- Delinquent accounts
 - July 2023
 - Accounts that are delinquent: 674
 - Total of all delinquent accounts: \$79,873.94
 - Average delinquent account balance: \$118.51
 - Pink notices sent out = 165
 - Pink notices were 59% effective
 - Red notices were 97% effective as of 7/12/23.
 - June 2023
 - Accounts that are delinquent: 321
 - Total of all delinquent accounts: \$39,230.12
 - Average delinquent account balance: \$122.21
 - Pink notices sent out = 165
 - Pink notices were 59% effective
 - Red notices were 99% effective as of 6/13/23.
 - May 2023
 - Accounts that are delinquent: 693
 - Total of all delinquent accounts: \$82,786.99
 - Average delinquent account balance: \$119.46
 - Pink notices sent out = 147
 - Pink notices were 60% effective
 - Red notices were 87% effective as of 5/16/23.

COMMUNICATION & MORALE

- Continue working toward improving communication w/ board members & community partners
 - DE, Water OM & Controller met with MSD Planning Manager to assist them with their Water Preservation and Use Elements they are required to compile
 - GM attended Magna Town Council meeting on 8/8/23 to provide a general update on MWD happenings
 - COB & GM coordinating a tour of EDR WTP for a youth group near end of September.
- Work to improve communication & morale with employees
 - Completed eighth wellness program in August “cardio health” challenge.
 - End of summer employee lunch to be scheduled for September 14th
 - HR MGR has completed all employee training for the Arbinger Institute Leadership Outward Mindset program
 - All Managers have fully implemented daily 10-min. morning check ins with employee teams to improve communication, morale, and operational efficiency in process and procedures
- Work to improve communication with customers
 - Collections system cleaning/toilet blowback informational flyer for October 1st bill mailer. Work on lead and copper mailer for November.
 - Thorough and prompt response to customer concerns and complaints
 - GM received a customer compliment for Virginia Fish this month
 - GM received a customer (landlord) compliment for customer service team (Mandy, Kim, Virginia & Mikey) this month

ENGINEERING REPORT

Engineering Report (Updated 09/13/23)

Capital and General Engineering Projects

- 2023 Water line replacement project
 - Submittals and parts being ordered.
 - Anticipate start in Spring 2024 due to lead times (36 weeks) of some materials.
- Zone 3 Secondary and Culinary Pump Station Project
 - Culinary PS upgrades complete.
 - Secondary PS substantially complete.
 - Need to connect park and GLV subdivision this fall.
- **WRF Reuse Project**
 - **Wet well walls poured.**
 - **Additional interior wet well walls scheduled for concrete 09/14/23**
- Influent Pump Station
 - In design. ~ 60% complete
 - Equipment Pre-procurement
 - Screw Pumps and Grit Washers
- **WWTP Facility Plan Update**
 - **Created WWTP sampling plan as first steps. Sample collection scheduled for October 2023**
- Haynes Well #8 Replacement
 - Well drilling and casing design complete
 - Pump house design 60% complete
- West Side Collection Phase 1B Project
 - On hold due to bid exceeding budget. Looking at options for rebid or combining with another phase of West Side Collection improvements.
- **Basement Remodel**
 - **Furniture selection on going. Received concept plans and furniture samples**
- Truck Garage
 - Adjust size to 4 bays
- Solids Handling Building Expansion
 - 60% design
 - Move to 90% in October
- Change House
 - Temporary locker/change area location on main level of existing operations building.
 - Getting bids to install door at top of basement stairs.
- **7200 W- 3100 S to Beagley Lane Secondary Project**
 - **Alignment identified moving to 90% design**
- **Zone 3 Secondary Water Reservoir**
 - **Northrup Grumman working on purchase agreement**
 - **Design plans on hold at 50%**

**WATER
MANAGERS
REPORT**

Summary Of Water Deliveries
MAGNA WATER DISTRICT
System # 18014
Aug-23

Source	Month's Deliveries (AF)		Change %	Current Month's Gall	Deliveries YTD (AF)		Change %	YTD Gallons
	2023	2022			2023	2022		
CULINARY WATER								
Well Sources Barton and Haynes	679.87	696.30			3,392.39	3,549.97		
To Waste	86.05	101.69			414.72	428.01		
Total Finished Blend EDR	585.57	605.25			2,954.73	3,125.99		
JVWCD Magna Reading	66.00	67.90			539.87	520.29		
JVWCD	66.11	68.64			541.08	536.35		
Total Culinary Water	651.68	673.89	-3.41%	212,335,591	3,495.81	3,662.34	-4.76%	1,139,032,781
SECONDARY WATER								
Irrigation Well #1	-	-			64.32	3.70		
Irrigation Well #2	30.48	30.29			117.57	127.71		
Irrigation Well #3	13.94	12.17			53.32	34.01		
High Zone (secondary)	40.55	38.08			128.18	118.92		
Low Zone (secondary)	103.75	111.48			307.46	341.33		
Total secondary Usage	188.72	192.02	-1.75%	61,490,449	670.85	625.67	6.73%	218,581,714
Total Production of Water	840.40	865.91	-3.04%	273,825,851	4,166.66	4,288.01	-3%	1,357,614,494
* EDR Blend + Total Secondary + JVWCD = Total Production								

Water Production Report & Callout Report

August 2023

Water Production Summary

The culinary water production for the month of August was 212.3 million gallons or 651.68-acre feet, a 3.41% decrease from 2022. YTD was 1,139.03 million gallons or 3,495.81-acre feet, a 4.76% decrease from 2022.

We have purchased 541.08-acre feet of water from Jordan Valley Water.

The secondary water production for the month of August was 61.49 million gallons or 188.72-acre feet, a 1.75% decrease from 2022. YTD was 218.58 million gallons or 670.85-acre feet, a 6.73% increase from 2022.

Callout Report – Water and Wastewater Combined

Total number of call outs - 15 (Water – 13 Wastewater – 2)

2 – Mainline Leaks & 3 – Service Line Leaks

Total Hours – 83 (Water – 77 Wastewater – 6)

AUGUST CALL OUTS

Dept.	Employee	Date	Hours	Description
WATER	JUSTIN LONG	8/2/2023	3	POWERPOLE ON FIRE AT WWTP- FIRE CREW NEEDED ACCESS
WATER	MATT HUNTER	8/4/2023	3	WATER METER VAULT LEAK- 3843 S IRON BARON DR
		8/5/2023	3	MAINLINE LEAK- 3902 S SIGMA
		8/5/2023	3	MAINLINE LEAK- 3010 S 8560 W
		8/6/2023	3	IRRIGATION LINE LEAK- 3270 S 8400 W
		8/6/2023	8.5	SERVICE LINE LEAK- 8464 W 3500 S
SEWER	BEAU LAMPER	8/15/2023	3	AERATION BLOWERS FAULTED-RESET THE BLOWERS, POSSIBLE POWER BUMP.
WATER	ROB JATERKA	8/6/2023	8	SERVICE LINE LEAK- 8464 W 3500 S
		8/11/2023	3	CEMETERY HAS NO WATER- TURNED PUMP ON TO FILL TANK
WATER	CONNOR MCREYNOLDS	8/6/2023	8.25	SERVICE LINE LEAK- 8464 W 3500 S
WATER	SPENCER SIMONS	8/6/2023	7.5	SERVICE LINE LEAK- 8464 W 3500 S
WATER	LONNIE THOMPSON	8/6/2023	8.75	SERVICE LINE LEAK- 8464 W 3500 S
SEWER	SCOTT BECK	8/27/2023	3	SCREW PRESS #2 OVER-TRAVEL
WATER	CLINT GILES	8/17/2023	3	WATER LEAKING IN HOME, TURNED WATER OFF AT METER- 2540 S 8000 W; PUMP WATER AT SEWER PLANT
		8/18/2023	3	COLD SIDE SECONDARY WATER LEAK- 7259 W SAN HARBOR LANE, SHUT OFF WATER AT MASTER METER
		8/20/2023	3	COLD SIDE LEAK- 3887 S BOWIE DR, SHUT OFF AT METER
WATER	MICHAEL HARMS	8/25/2023	3	SERVICE LINE LEAK- 8116 W BOWLER
		8/27/2023	3	SERVICE LINE LEAK -3006 S 9100 W
		8/28/2023	3	TURN ON WATER - 76921 W KING TOP

Total Callout Hours	83
Total Callouts	15
Total Water/EDR Hours	77
Total # of Water Callouts	13
Total WWTP Hours	6
Total WWTP Callouts	2

LEAKS

Date	Address	Hours	Mainline/Service
8/5/2023	3902 S SIGMA	3	MAINLINE
8/5/2023	3010 S 8560 W	3	MAINLINE
8/6/2023	8464 W 3500 S	41	SERVICE
8/25/2023	8116 W BOWLER	3	SERVICE
8/27/2023	3006 S 9100 W	3	SERVICE
TOTAL		53	

**CONTROLLER
CLERK REPORT**

COMPLIANCE OF LEGAL REQUIREMENTS AND INTERNAL POLICIES CHECK LIST

LEGAL REQUIREMENTS	DATE COMPLETED	DUE DATE	NEXT SCHEDULED FOR
Posting of Annual Schedule of Regular Board Meetings	1/7/2023	1st Monday in January	1/1/2024
Adoption of District's Annual Tentative Budget	10/20/2022	11/30/2022	
Annual Certification and Filing of Budget with State Auditor	12/5/2022	12/31/2023	12/31/2024
Annual Filing of Impact Fees Report with State Auditor	2/23/2023	3/31/2022	3/31/2024
Annual Filing of Financial Statements with State Auditor	6/26/2023	6/30/2023	6/30/2024
Participation in Utah Public Finance Website (transparent.utah.gov) Salaries/Benefits	1/30/2023	3/31/2023	3/31/2024
Quarterly Budget to Actual Reports provided to Board of Trustees			
1st Quarter	5/11/2023	May	May-24
2nd Quarter	7/31/2023	July	Jul-24
3rd Quarter	11/16/2023	November	Nov-24
4th Quarter		February	Feb-25
Quarterly Expenditures and Revenues posted to Utah Public Transparency Website			
1st Quarter	4/25/2023	May	May-23
2nd Quarter	7/31/2023	August	Aug-23
3rd Quarter	10/31/2023	October	Oct-23
4th Quarter		01/31/2023	Jan-24
Proper Notice of Public Meetings	Ongoing	at least 24 hours before public Meeting date and time	Ongoing
WWTP Annual Biosolids Report to State	1/16/2023	2/28/2023	2/28/2024
OSHA 300 Report - Posted & Submitted	1/23/2023	2/1/2023	2/1/2024
Board member contact information (name, phone number, and email address) posted on the Utah Public Notice Website	1/15/2022	30 days after information has changed	1/1/2024
Semi-annual Report to State Money Management Council			
June 30 Report	7/1/2023	July 31	7/31/2024
December 31 Report	1/30/2023	January 31	1/31/2024
File statement with Division of Corporations re: receipt of notice of claim	1/28/2023	January	1/31/2024
File with Registry of Lieutenant Governor	4/11/2023	A year from the last filing	4/11/2024
Disclosure regarding responsibility of homeowner to repair retail water line	9/1/2023	Semi-Annually	Jan-24

Water Use Report	3/13/2023	March 31	3/31/2023
Municipal Wastewater Planning Program Report	4/20/2023	April 15	4/20/2023
Publish Consumer Confidence Report	7/1/2023	Every July 1	7/1/2024
Imposing/Increasing Fee - Public Hearing	4/22/2021	When needed	Unknown
Copies of "Robert's Rules of Order" <small>(b) Subject to Subsection (3)(3), a board of trustees shall: (i) adopt rules of order and procedure to govern a public meeting of the board of trustees; (ii) conduct a public meeting in accordance with the rules of order and procedure described in Subsection (3)(b)(i); and (iii) make the rules of order and procedure described in Subsection (3)(b)(i) available to the public: (A) at each meeting of the board of trustees; and (B) on the local district's public website, if available</small>	ongoing	ongoing	ongoing
Annual Employee Training Sexual Harassment & Discrimination Tuition Assistance Program Fraud Awareness Training Ethical Behavior Preventing Violence in the Workplace	5/31/2023 7/26/2023 6/28/2023	Annually within 90 calendar days Annually During Hiring Onboarding Annually Annually Annually	3/31/2023 5/31/2024 7/31/2024 6/30/2024
Annual Trustee Training Open and Public Meetings Act Utah Public Officers' and Employees' Ethics Act New Trustee Special and Local District training Course	Nov-23 Nov-23 6/28/2022	Annually Annually Within one year of Office	 2023
Conflict of Interest Annual certification		Annually within 90 calendar days	3/31/2023
Employee Performance Evaluations	11/30/2023	Annually	11/30/2024
Hotline	Ongoing	Posted on Website always	Ongoing
Annual Filing of Fraud Risk assessment with State Auditor	12/14/2022	June 30 of following year	12/31/2023
GRAMA Training Annual for Records Officer	4/9/2023	Annually	4/9/2024
Appoint A Board Chair Person Annually	1/19/2023	January Regular Board Meeting	Jan-24
Public Tax Increase Hearing	Ongoing	When Needed	Ongoing
Meeting Minutes and any materials distributed at the Meeting available on the Utah Public Notice Website, District website, and district office and within three business days after holding an open meeting, make an audio recording of the open meeting available to the public for listening.	Ongoing		Ongoing
Review Insurance/Bonding Requirements		Annually	2023
Review Fund Balance Limitation		Annually	2023

TRUSTEE ELECTION REQUIREMENTS & DEADLINES

Written Notice to County Clerks Office designating the offices to be filled at that years election and identifies the dates for filing a declaration of candidacy for those offices Utah Code 17B-1-305	2/1/2023	February 1st of Election Year	2/1/2021
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Meeting with Salt Lake County Elections Division	2023	As designated by SLC Elections Dept	2021
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Interlocal Agreement with Salt Lake County Elections Utah Code 20A-5-400.1	Apr-23	Instigated by SLC Elections Dept - Usually in April of Election Year	2021
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Public Notice for Candidacy Filing Period - Filing Period is June 1 - 7, 2023 The Notice must contain each position of the District to be filled at the next municipal general election, the constitutional and statutory qualifications for each position, and the dates and times for filing a declaration of candidacy The notice must be posted on the Utah Public Notice Webiste for 10 days before the first day for filing a declaration of candidacy The notice must be posted at least five public places within the District at least 10 days before the first day for filing a declaration of candidacy The notice must be posted on the District's website for 10 days before the first day for filing a declaration of candidacy	5/22/2023	10 days before the 1st day of filing period	May-21
	5/22/2023	10 days before the 1st day of filing period	May-21
	5/22/2023	10 days before the 1st day of filing period	May-21
	5/22/2023	10 days before the 1st day of filing period	May-21

Declaration of Candidacy Filing Period - District must email or fax declarations as they are received to SLC Elections	01/01/2023 - 06/07/2023	June 1 - 7 of Election Year	Jun-21
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General Election		11/21/2023	
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Last Day to Withdraw Candidacy & Have name Removed from the Ballot - If the District Receives any withdrawal requests, they must email or fax the withdrawal request to SLC Elections		9/22/2023	
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Deadline for Candidate Profile on State Webiste - SLC Elections will email all candidates this information		10/7/2023	
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Last Day to Qualify as a Write in Candidate - If the District received any declaration of Write in Candidates, they must email or fax the declarations to SLC Elections	9/18/2023	65 days before the Election Date	
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Vote By Mail Ballots Mailed - Performed by SLC Elections		10/31/2023	
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Logic & Accuracy Testing/Certification of Voting Equipment - Performed by SLC Elections		10/27/2023	
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In-Office Early Voting - SLC Elections will hold the In-Office Early Voting locations for the District		11/07/2023 - ????	
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Voter Registration Deadline - performed by SLC Elections		11/13/2023	
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Last Day for Voters to Request Replacement Ballot (If Voter has not received an Original)		11/14/2023	
General Election Early Voting - Performed by SLC Elections		11/07/2023 - ???	
Canvass period		11/21/2023 - 12/06/2023	
Board of Canvassers Meeting		12/6/2023	

HR MANAGER REPORT



SAFETY & HEALTH MANUAL

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CHAPTER 1

MWD SAFETY PROGRAM

I. PURPOSE

- i. The purpose of the MWD (District) safety program is to identify the guiding principles used to create the policy that will ensure the safe work environment all District Employees are entitled to under the law. The body of these policy documents together constitute the rules and regulations District management and employees agree to follow in accepting employment at the District.

II. DEFINITIONS

- i. **ANSI** – the American National Standards Institute is a private non-profit organization that oversees the development of voluntary consensus standards for products, services, processes, systems, and personnel in the United States.
- ii. **CFR** – Code of Federal Regulations – legally enforceable standards
- iii. **Hazard** – a danger or risk
- iv. **Hazard Control** – means of reducing the danger or risk associated with a particular task.
- v. **NFPA** – The National Fire Protection Association is an international nonprofit organization devoted to eliminating death, injury, and property and economic loss due to fire, electrical and related hazards.
- vi. **OSHA** – Occupational Safety & Health Administration – the division of the U.S. Department of labor given the charge to ensure safe and healthful working conditions for workers by setting and enforcing standards and by providing training, outreach, education, and assistance.
- vii. **PPE** – personal protective equipment

III. STANDARDS

- i. Occupational Safety and Health Act of 1970
 - i. OSHA Regulations
 1. 29 CFR 1910 – General Industry
 2. 29 CFR 1926 – Construction
 - ii. NFPA 70 E – Standard for Electrical Safety in the workplace
 - iii. ANSI Safety Standards

IV. RESPONSIBILITY

- i. **Safety Committee** will review the safety program and update it as needed based upon the hazards faced by District employees. Technologic and philosophic advances in safety and health practices will also be incorporated into the District safety program as required. The Human Resources Manager will work with department managers, and employees to identify hazards in the workplace and recommend appropriate controls for reducing hazard exposure.

The Human Resources Manager will also provide training for the policies outlined in the safety program.

- ii. **Management** will provide the means and authority for the Human Resources Manager to carry out the safety program. Management support for the District safety program is essential to its adoption by employees and its overall success.
- iii. **Employees** will learn and follow the principles outlined in this policy.

V. **POLICY**

- i. If there is any part of this policy that does not adequately cover hazard control needs, employees are encouraged to take extra precautions to complete the job task but are encouraged to report safety deficiencies to their safety committee representative, the Human Resources Manager, or a member of management.
- ii. If a particular safety policy is deemed by any employee as excessive, that policy shall be followed until:
 - i. a review of the policy can be conducted by the Human Resources Manager and management AND a policy change is made.

VI. **TRAINING**

- i. The standards and policies contained in this safety program will be covered in regularly scheduled training meetings. Training will be held at least monthly but more often as need or occasion arises.
- ii. Employees with adequate training and experience with a particular topic may be asked to train their fellow employees.
- iii. Training will incorporate a variety of teaching and learning styles to maximize retention. These learning methods may include classroom instruction, hands-on demonstrations, skills proficiency tests, evaluations, and quantitative measurements.
- iv. Training records and evaluations shall be recorded by the Human Resources Manager. Certifications and licensure for specific training requirements will also be kept and employees who are approaching renewal dates will be given adequate notice to renew those certifications and licenses.

CHAPTER 2 TRAINING PROGRAM

I. PURPOSE

- a. A written safety program will not be effective unless it is implemented properly. The habits and attitudes of District employees can differ from each other. These habits and attitudes can be influenced positively or negatively by Managers, Crew Lead, and co-workers and can start forming the day an employee begins work at the District.
- b. For these and other reasons the District will require that all employees be trained in safe working procedures and become familiar with the District's safety philosophy and standards.

II. DEFINITIONS

- a. **Competent Person:** An employee who:
 - i. Is trained, has experience, or credentials.
 - ii. Can recognize existing and potential hazards.
 - iii. Is certified by the District as a competent person.
 - iv. Has been given the appropriate authority.
- b. **Qualified Person:** An employee who:
 - i. Is trained, has experience, or credentials.
 - ii. Can recognize existing and potential hazards.
 - iii. Is certified by the District as a qualified person.
 - iv. Has demonstrated his/her ability.

III. NEW HIRE ORIENTATION

- a. Each new employee will be required to read through and become familiar with this safety and health manual.
- b. New employee safety orientation will be conducted by the new employee's Manager and the District Human Resources Manager. This orientation will take place on the first day of employment before starting regular duties.

IV. REGULAR SAFETY MEETINGS

- a. These meetings, held at least monthly, will be an opportunity to train employees in the District's safety program, work procedures, and to review any updates or any changes to the safety program.
- b. Employees who have completed the appropriate training in the District's safety program will be certified by the District as qualified and/or competent persons.
- c. Managers may take this opportunity to address any safety procedure that an employee may not be performing.

V. TASK TRAINING

- a. This training is to provide ample time for a competent person to train and observe an employee (one-on-one) on a hazardous tool, machine, or task. This training may include but is not limited to heavy equipment, power tools, special tasks, etc.
- b. Task training will be conducted by a Operations Manager, Crew lead or a competent person on that task.

VI. DOCUMENTATION OF TRAINING

- a. Rosters of all employee safety meetings and new employee safety orientation training shall be completed by the new employee's Manager, Crew lead and/or the Human Resources Manager.
- b. All rosters shall be kept on file.

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CHAPTER 3

SAFETY CERTIFICATION PROGRAM

I. PURPOSE

- a. To provide employees with a formal certification program for processes and equipment requiring specialized training. The District will certify the designated employees once the training is complete, indicating that employees,
 - i. Know the safety principles associated with the indicated process or equipment
 - ii. Are authorized to operate the equipment or participate in the process indicated.

Certification includes both classroom training and hands-on skill proficiency elements to verify understanding and observe adherence to the safe operation of equipment and processes.

II. DEFINITIONS

- a. Certification – the process of training and authorizing an employee by the District to understand the proper operating procedures for a process or for the operation of equipment. This training includes the identifying hazards associated with the process or equipment and the appropriate controls used to keep employees safe.

III. TRAINING

a. Flagger

- i. The flagger's role is to protect project personnel and provide safe, courteous, and authoritative directions to traffic seeking passage through the work area. This course will teach students standard flagger control references, proper flagging signals procedures, and standard flagger practices for various situations. Upon successful completion of the course, students will receive an Flagger Certification card. Flagger Certification expires three (3) years from the date it is issued.

b. Confined Space

- i. Only a trained and qualified employee may be authorized as an entrant, attendant, or entry supervisor in a confined space operation. The training will establish proficiency in the duties required by this program so that the employee acquires the understanding, knowledge, and skills necessary for the safe performance of their duties. Employees assigned duties under this confined space program will receive initial training and annual refresher training.

c. Fluoride Safety Training

- i. District employees who are or who may be exposed to Hydrofluorosilicic acid will be required to attend a fluoride safety training on the CDC website. The training will cover the fluoride regulations, safe handling practices, and the benefits and dangers associated with fluoride. Each employee will take the course every 2 years.

d. Lockout/Tagout Authorized Employee

- i. Authorized (Qualified) employees are the only ones certified to lock and tagout equipment or machinery. Whether an employee is qualified will be determined by the Operations Managers. All employees who may be exposed to hazardous energy in the course of their work will be trained to use Lock and Tag Out Procedures.

e. Powered Industrial Trucks (Forklift)

i. Only trained and authorized operators shall be permitted to operate the forklift. Training will consist of classroom safety training and hands-on training, including a skills test performed on the specific powered industrial truck that the employee will operate. The certification expires every three (3) years from the date it is issued.

f. First Aid/CPR/AED

i. The Adult First Aid/CPR/AED course incorporates the latest science and teaches students to recognize and care for a variety of first aid emergencies such as burns, cuts, scrapes, sudden illnesses, head, neck, back injuries, heat and cold emergencies and how to respond to breathing and cardiac emergencies for victims. Students will receive a certificate for Adult First Aid/CPR/AED which is valid for two (2) years after it is issued.

g. Trenching and Shoring Competent Person

i. A Trenching and Shoring Competent Person is an individual, designated by the District, who can identify hazards in an excavation which are a threat to workers. A competent person is authorized to take prompt corrective measures to eliminate dangerous conditions.

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CHAPTER 4

MWD BUILDING EMERGENCY ACTION PLAN

I. PURPOSE

- a. To provide all Magna Water District (District) personnel with guidelines for how to respond in specific emergencies to protect life, property, and the environment.

II. DEFINITIONS

- a. **Emergencies** – a serious, unexpected, and often dangerous situation requiring immediate action. Examples of emergencies the district may experience include but are not limited to:
 - i. Fire
 - ii. Hazardous Material Release
 - iii. Medical Emergency
 - iv. Power Outage
 - v. Earthquake
 - vi. Gas Leak/Fumes/Vapors
 - vii. Suspicious Package
 - viii. Bomb Threat
 - ix. Tornado
 - x. Blizzard
- b. **Building Emergency Action Plan (BEAP)** – is a plan designed to assist District building occupants (employees, customers, visitors, and contractors) in preparing for and responding to an emergency. BEAP consists of a list of typical emergencies and procedures for responding to each emergency. The BEAP also has an evacuation plan and a place for notes and review.

III. STANDARDS

- a. Occupational Safety and Health Act of 1970
 - i. OSHA Regulations
 1. 29 CFR 1910.38 Emergency Action Plans– General Industry
 - ii. NFPA 70 E – Standard for Electrical Safety in the workplace
- b. ANSI Safety Standards

IV. POLICY

- a. **Evacuation Plan**
 - i. Remain calm – Keep all noise to a minimum.
 - ii. Listen for instructions.
 - iii. DO NOT USE THE ELEVATOR.
 - iv. DO NOT RUN. Walk calmly and proceed directly to the nearest stairway/exit located away from the hazard.
 - v. Follow direction of personnel responsible for giving any special exiting instructions.
 - vi. If area is filled with smoke, stay low and crawl out of the area.
 - vii. Use handrails on stairways and allow room for others to enter.

- viii. Report to a safe designated area (South side of building A, near the pond). DO NOT return to area until directed to do so by personnel in charge.
- ix. Crew Lead will be responsible for accountability information of the employees.

b. Fire

- i. Notify employees of a fire by sounding the fire alarm system.
- ii. Call 9-1-1 to report the fire, and be prepared to give the following information:
 - 1. Your name
 - 2. The address of the fire
 - 3. The type of fire (electrical, grease, building, etc.)
 - 4. Is the fire dangerous to personnel?
 - 5. Provide additional information as requested.
- iii. Confine the fire – close all doors to air if you are the last one out of the area.
- iv. Immediately evacuate the building.
- v. If the fire is small and you have had training and it can be done safely, use the appropriate fire extinguisher and attempt to extinguish it.
 - 1. Place yourself between the fire and your exit from the area.
 - 2. Pull the pin.
 - 3. Aim low, pointing the extinguisher nozzle at the base of the fire.
 - 4. Squeeze the handle to release the extinguishing agent.
 - 5. Sweep from side to side at the base of the fire until the fire is out. Watch the area.
 - 6. If the fire re-ignites, repeat the steps above.

c. Hazardous Materials Release

- i. Remove everyone from the area of the incident and close any doors to isolate the area.
- ii. Restrict access to the area.
- iii. Call 9-1-1 to report the incident and be prepared to give the following information.
 - 1. Name of the material
 - 2. Quantity of the material
 - 3. Location of the incident
 - 4. Time of the incident
 - 5. If anyone is injured or exposed to the material
 - 6. If a fire or explosion is involved
 - 7. Your name and phone number
- iv. Access the Safety Data Sheet of the involved substances and be prepared to give this information to emergency responders.
- v. If an evacuation is ordered, follow evacuation procedures, and proceed in a cross-wind direction to a location that is eventually upwind, uphill, and upstream of the hazardous material.
- vi. Follow instructions from emergency responders.
- vii. DO NOT attempt to clean up a spill or release unless you have been trained to do so and have the proper personal protective equipment.

d. Medical Emergency

- i. Assess the situation.
- ii. Call 911 to report the emergency and be prepared to give the following information.
 - 1. Location of victim(s)
 - 2. Number of victims

3. Type of injury or illness
 4. Explain the situation to the emergency dispatcher.
- iii. DO NOT hang up until the notification is complete.
 - iv. DO NOT move the victim unless there is an immediate threat to life, or you need to move the victim to provide care.
 - v. If trained, care for the victim. (Protect yourself against blood-borne pathogens.)

e. Power Outage

i. Localized Power Outage:

1. Remain calm.
2. If it is safe, move to an area that is lighted. If it is unsafe to move, stay where you are and wait for light to be restored or help to arrive.
3. If power failure appears to be localized to your area, notify a Manager.
4. If there is a need for emergency help call 911.
5. Follow the instructions of personnel responsible for giving direction.

ii. Total Building Power Outage:

1. Remain calm.
2. DO NOT move about your area – wait until emergency power and lighting is restored or help arrives.
3. Follow instructions from personnel in charge of the area or announcements made over the public address system or radios.
4. If evacuation is needed, follow the Evacuation Plan in **Section a**.

iii. Earthquake

1. During the Earthquake:

- a. Take cover underneath a sturdy desk or table. Protect you head and neck.
- b. Stay away from windows and objects that could fall on you.
- c. Stay where you are. DO NOT run outside. Falling debris may cause injury.
- d. DO NOT use elevators.
- e. If outdoors, stay in an open area. DO NOT enter the building.

2. After the Earthquake:

- a. Remain calm.
- b. Be prepared for aftershocks.
- c. Stay indoors. DO NOT leave the floor unless a life-threatening condition exists, OR you are instructed to do so.
- d. Call 9-1-1 and notify of injuries or medical emergencies.
- e. Assist the injured. DO NOT move them unless it is necessary. Follow the Medical Procedures in **Section d**.
- f. If fire occurs, follow the Fire Procedures in **Section b**.
- g. DO NOT use telephones except to report fire or medical emergencies. Replace telephone receivers that have slipped off.
- h. If an evacuation is ordered, follow the Evacuation Plan.

f. Gas Leak/Fumes/Vapors

- i. Leave the immediate area and move to a location where the odor, fumes or vapors are not present.
- ii. Notify a Manager of situation.
- iii. Call 9-1-1 to report incident.
- iv. Provide your location and the location of the odor/fumes/vapors to the emergency dispatcher.

- v. If an evacuation is ordered, follow the Evacuation Plan in **Section a**.
- g. Suspicious Package**
 - i. Do not open, smell, touch or taste the package.
 - ii. Isolate the area around the package immediately.
 - iii. Call 9-1-1 to report the package.
 - iv. If an evacuation is ordered, follow the Evacuation Plan in **Section a**.
- h. Bomb Threat**
 - i. If the threat is advised *via telephone*.
 1. Record the number that is displayed on the caller ID.
 2. Remain calm
 3. Gain the attention of someone, and have that person Call 9-1-1 from a land-line telephone if possible.
 4. DO NOT use a radio or cellular phone.
 5. DO NOT hang up the phone, leave the receiver off after the call ends.
 6. If authorities have not been contacted immediately Call 9-1-1- after the caller hangs up.
 - ii. If the threat is advised *via letter or email*.
 1. Save the document.
 2. Call 9-1-1 using a land-line telephone to report the Bomb Threat.
 3. Work with arriving emergency personnel.
 - iii. In each situation, if an evacuation is ordered, follow the Evacuation Plan in **Section a**.
- i. Tornado**
 - i. If a tornado watch is issued all personnel will need to be notified.
 - ii. Stay calm and make your way to an interior room on the lowest level.
 - iii. Stay away from any windows.
 - iv. Remain in the designated tornado shelter area until the danger has passed.
 - v. If an evacuation is ordered, follow the Evacuation Plan in **Section a**.
- j. Blizzard**
 - i. If a blizzard is in effect, management will notify employees with specific instructions on how to proceed based on the severity of the storm.
 - ii. If you cannot go home and must stay inside, all building occupants should follow basic emergency actions:
 1. Close off unneeded rooms to help maintain heat.
 2. Eat and drink. Food provides the body with energy and heat. Fluids help prevent dehydration.
 3. Call 9-1-1 if there are any injuries or a need for emergency assistance.

CHAPTER 5

GENERAL SAFETY RULES

I. PURPOSE

- a. General safety rules are intended to provide basic safety principles for broad application.

II. POLICY

a. General Safety Requirements

- i. Follow all approved work procedures and ask any question if you do not understand what the work procedures are. It is the responsibility of each manager, or crew lead to ensure that all employees understand safe work procedures and are aware of potential hazards.
- ii. Use the proper equipment for each job and use the equipment correctly. This includes leaving machine guards in place, wearing proper protective equipment (PPE), and following sensible precautions when using, repairing, or maintaining machinery or tools.
- iii. Dress appropriately for the job you are performing.
- iv. Do not hurry or take short cuts. Make sure you are properly prepared for the task at hand.
- v. Stay alert and do not let distractions affect you.
- vi. Remember that safety is an attitude. Take safety seriously and be safety conscious in everything you do.

b. Proper Dress for Work

- i. Each employee shall wear clothing suitable for the job they are performing that will minimize danger from moving machinery, hot or injurious substances, sunburns, etc.
- ii. Employees may be asked to trim or confine hair that may constitute a hazard to the employee while performing the duties of their job.
- iii. Employees may be asked to remove items of jewelry that may constitute a hazard to the employee while performing the duties of their job.

c. 3-way Communication

- i. In three-way communication:
 1. The sender (employee 1) first orally states his or her message to the receiver (employee 2) clearly and concisely.
 2. The receiver acknowledges the communication by repeating the message to the sender.
 3. The sender acknowledges the receiver's reply and verbally confirms to the receiver that the message is correct and properly understood.
 4. If the sender does not understand the receiver's reply, the sender must verbally indicate that the two parties do not understand each other, and then

the repeat-back process must start again from the beginning.

- ii. This communication process is intended to reduce the occurrence of incidents due to employees misunderstanding one another.

III. INSPECTIONS

- a. The duty of every employee is to examine the work area and the equipment in their charge to verify that everything is in proper order.
- b. Any equipment needing repairs, or which is unsafe, should be reported to their Manager immediately.

IV. HORSEPLAY

- a. Horseplay on the job is not allowed.

V. FIRE SAFETY

- a. Be prepared to activate the emergency response procedures as outlined in Chapter 14 – Building Emergency Action Plan, in this manual. Employees should be prepared to activate the procedures for fire evacuation and evacuation routes for all locations.
- b. All gasoline and flammable liquids must be stored in properly labeled and certified safety containers.
- c. Fire extinguishers should be conveniently located and clearly identified. Employees should know how to use fire extinguishers located in District facilities.
- d. Fire inspections shall be periodically conducted or arranged for all District facilities.

VI. COMPRESSED GAS CYLINDERS

- a. Only authorized personnel will be allowed to perform welding, cutting, or brazing operations.
- b. Keep oxygen and gas cylinders in an upright position and chained and always secured.
- c. Caps are to be kept on tanks not in use.
- d. Keep tanks free from oil and grease.

VII. PINCH POINTS (OSHA Regulations: 29 CFR 1910.211-222)

- a. **Workplace Injuries May Occur When a Body Part Gets Caught in a Pinch Point**
 - i. A pinch point is a place where it's possible for a body part to be caught:
 1. Between moving machine parts
 2. Between moving and stationary machine parts
 3. Between moving parts and materials being processed or manufactured
 - ii. Other pinch point situations, not covered by these OSHA regulations, include:
 1. Catching fingers, hands, toes, or feet under or between heavy crates, equipment, or drums while moving them
 2. Slamming fingers or hands in a door
 3. Nipping fingers or hands with hand tools like pliers
 4. Nipping fingers or hands with equipment that has sliding parts or hinges
 5. Nipping fingers or hands while closing a container
 6. Getting clothing or jewelry tangled in a pinch point

- b. **Machine and Tool Guards Prevent Pinch Point Injuries**
 - i. On machines such as presses and rollers, OSHA requires guards to act as barriers between body parts and pinch points.
 - ii. Many tools also have guards to keep your body away from pinch points.
 - 1. Never remove or disable a machine guard or use a machine that has a missing or disabled guard.
 - 2. Never reach around, under, or through a guard.
 - 3. Report guards that are missing or not working properly.
- c. **Switch Off and Lockout/Tagout Equipment Before Repairing or Servicing**
 - i. A machine that starts up or moves accidentally can trap a hand or other body part in a pinch point. If you must place your hands near pinch points to repair, service, unjam, or adjust equipment:
 - 1. Turn off the machine.
 - 2. Have an authorized employee properly lock or tag out the energy controls.
 - 3. Perform the needed work.
 - 4. Have an authorized employee properly remove the lock or tag before you use the equipment.
- d. **Look for Possible Pinch Points Before Starting Any Task**
 - i. Check the equipment you're going to use to see where a body part could get caught.
 - ii. Plan the task to prevent pinch point injuries.
- e. **Lift, Carry, and Place Containers and Equipment Carefully**
 - i. Lift the edge of a heavy item slightly before picking it up to get an idea of its weight.
 - 1. An item that's too heavy or awkward to carry can slip and trap hands or feet in a pinch point.
 - 2. Get help or use material handling aids to move heavy or awkward items.
 - 3. When placing a heavy item on a shelf, pallet, floor, etc.:
 - a. Make sure there's enough room so it won't land on your feet
 - b. Slide the item into place, while moving feet and hands out of the way
- f. **Give Even the Smallest Task Your Full Attention**
 - i. Pinch point injuries from doors, hinges, container lids, etc. usually occur when you're distracted.
 - ii. Concentrate on what you're doing on the job.
 - iii. Don't fool around or daydream at work.

CHAPTER 6

SDS & HAZARD COMMUNICATION

I. PURPOSE

- a. To provide information about chemicals and other hazardous substances employees could be exposed to, along with means to control those hazards.

II. DEFINITIONS

- a. **Hazardous** – risky; dangerous.
- b. **Chemical** – A chemical substance is a form of matter having constant chemical composition and characteristic properties. Chemical substances cannot be separated into its constituent elements without breaking chemical bonds.
- c. **Safety Data Sheet (SDS)** – document that lists information relating to occupational safety and health for the use of various substances and products.

III. STANDARDS

- a. 29 CFR 1910. 1200 Toxic and Hazardous Substances
- b. 29 CFR 1910. 1025 Lead

IV. LABELING

- a. All chemical containers are required to be labeled with the appropriate chemical identification and hazardous markings.
- b. Chemicals shall not be used at the District unless the container is labeled, Safety Data Sheets (SDS) are available for review by affected employees, and all potentially exposed employees have been instructed in the use of the chemical and any associated hazards.
- c. When chemicals are transferred from one container to another, the new container is required to be labeled with the appropriate chemical identification and hazardous markings.
- d. **Process Labeling**
 - i. When complex piping systems, valve configurations, or other process implements are incorrectly operated there is a potential for costly disruptions to the mission of the District. Failure to understand the complexities of the systems employed by the district can lead to injury, property damage, and service disruption. Clearly identifying these processes is intended to reduce the occurrence of the above-mentioned incidents.
 1. Well sites and wastewater pumping stations
 - a. All visible piping at water well sites and wastewater pumping stations will be provided with identifying labels based on engineers' recommendation.
 - b. Markings shall indicate pipe material, pipe size, and flow direction if applicable.
 - c. Valves will be provided with easily discernable process for indicating whether they are in the "off" or "on" position.
 2. Other District facility applications
 - a. Mechanical, fire suppression, HVAC, and other building maintenance systems will be identified through labeling as described above and as needed.

V. SAFETY DATA SHEETS

- a. All manufacturers of hazardous substances are required to print required information about these substances on **Safety Data Sheets** (SDS) and supply them to their customers. The SDS contains information about the ingredients of a substance, potential health effects resulting from use, what protective measures or protective equipment should be used to handle the product safely, what to do in case of emergency, and other information.

VI. EMPLOYEE TRAINING AND INFORMATION

- a. Operations Managers shall ensure all **newly hired employees** receive Hazard Communication training prior to being exposed to any hazardous substances, and
 - i. Transferred employees shall receive Hazard Communication training as required for the workstation, area, or duties of the new job.
 - ii. Training shall also be given to all affected employees when new hazardous substances are introduced into the work area.

VII. INFORMATION REGARDING HAZARDOUS SUBSTANCES IN THE WORK AREA

- a. Operations Managers shall instruct their employees in the following areas:
 - i. How to read and interpret information on SDS and labels.
 - ii. Physical or health hazards associated with the use of a hazardous substance or mixtures being used in the work area.
 - iii. Proper precautions for handling substances.
 - iv. Proper procedures for reporting releases, or threatened releases, of hazardous substances.
 - v. Emergency procedures for spills, fires, and exposure to or disposal of hazardous substances.
 - vi. All details of this written Hazard Communications program, the availability and location of this program, and of MSDS or other information.

VIII. HAZARDOUS NON-ROUTINE TASKS

- a. Prior to starting a non-routine task, Operations Managers shall give employees information about any hazard to which they may be exposed during work activities. This information will include:
 - i. Specific hazards.
 - ii. Protective/safety measures which must be utilized.
 - iii. Measures the District has taken to reduce the impact of the hazards, including ventilation, respirator use, presence of another employee, and other emergency procedures.

IX. SPECIFIC HAZARDS

- a. **Hydrofluorosilicic Acid (HFS)** (*see HFS_Hydrofluorosilicic_Acid_SDS for more information*)
 - i. **Description and Use:** A fuming, colorless to pale straw-colored liquid with a sharp irritating odor used in water fluoridation.
 - ii. **Hazard Statements:**
 1. Harmful if swallowed
 2. Causes severe skin burns and eye damage
 3. Causes serious eye damage
 4. Harmful if inhaled
 - iii. **Precautionary statements**
 1. Do not breathe fume, mist, vapors, spray

2. Wash hands and forearms thoroughly after handling
3. Do not eat, drink, or smoke when using this product
4. Use in a well-ventilated area
5. Avoid release into the environment
6. Wear eye protection, face protection, protective gloves, and protective clothing.
7. Store in a locked facility
8. Dispose of the contents and container according to local, regional, and national regulations.

X. Material Handling:

1. Due to the risk posed to employees by exposure to HFS acid, the standards and guidelines in this policy will be adhered to whenever HFS is encountered.
 2. Employees whose job descriptions require the operation and maintenance of the HFS systems utilized by the District will be required to attend:
 - a. A six-hour fluoride safety training (approved by the Salt Lake County Health Department).
 - b. A three-hour fluoridation review course (approved by the Salt Lake County Health Department) every two years after the initial six-hour training, to maintain compliance.
 3. Employees will be provided with PPE specific to the hazards posed by HFS exposure.
 - a. NIOSH approved half facepiece respirator with multi-contaminant combination cartridge for particulates (P100) and organic vapors (OV).
 - i. Employees who may use a respirator must be fit tested to ensure proper fit and protection from fluoride inhalation hazards. This requires the respirator user to be clean shaven before the respirator can be worn. For more information see the District Respiratory Protection Policy in this Safety and Health Manual.
 - b. Goggles
 - c. Heavy duty neoprene apron
 - d. Gauntlet neoprene gloves
 - e. Rubber boots
 4. Employees handling HFS should:
 - a. Be careful not to spill or splash the material
- i. If spills occur, clean them up immediately
- b. Keep the material off their clothes, skin, and eyes
 - c. Keep the work area well ventilated
 - d. Wash hands immediately after handling
 - e. Never eat, drink, or smoke in the fluoride area
 - f. Know the location of the safety shower and how to use it.
 - i. Before working with HFS the operator should ensure that the safety shower is easily accessible and ready to be used. (i.e., door unlocked and open, unobstructed access, etc.)
5. Employees should be familiar with the symptoms of HFS exposure and the appropriate first aid and emergency response recommendations to treat

exposure or unintentional release.

v. Fluoride Accidental Release Plan

1. In the event of a spill, leak, or accidental release operators shall follow the “accidental release measure” instructions found on the Safety Data Sheet (SDS) and any applicable Utah Occupational Safety and Health Administration (UOSHA) requirements. These instructions and any applicable UOSHA requirements shall be posted at all chemical injection sites. In the case of a release to the environment the District shall contact the State Department of Environmental Quality (DEQ), Division of Environmental Response and Remediation (DERR), the Division of Solid and Hazardous Waste (DSHW), the local responsible HAZMAT agency, and the DDW. The District shall notify the Department within 24 hours of any spill or release greater than five gallons.

b. Asbestos

i. Description and Use: Asbestos is a heat-resistant fibrous silicate mineral that is used in insulating materials for pipe coatings among other uses. The District has AC pipe in limited quantities in the water system.

ii. Purpose: During emergency maintenance activities, District staff may perform work on asbestos cement (AC) pipe. Disturbance of AC pipe through cutting, drilling, and other activities may result in elevated levels of airborne asbestos fibers. These work procedures provide a guideline for performing the work in a manner which will protect workers from airborne asbestos fibers.

iii. Material Handling

1. Due to the risk posed to employees by exposure to friable asbestos during the manipulation of AC pipe, the standards and guidelines in this policy will be adhered to whenever AC pipe is encountered.
2. When AC pipe must be removed, handled, and disposed of, it must be done in a manner that keeps the material in whole pieces.
 - a. Sanding, sawing, grinding, or chipping with hand methods will make AC pipe friable and must be minimized.
 - b. Power tools make AC pipe friable, can generate large amounts of dust, and must be avoided.
 - c. The AC pipe must be kept wet during removal. Wetting minimizes asbestos fibers from being released.
 - d. Use plastic sheeting or bags to collect AC pipe and any soil or debris contaminated by AC pipe for disposal as friable asbestos waste.
3. Employees will be provided with and required to wear PPE specific to the hazards posed by exposure to friable asbestos.
 - a. NIOSH approved half facepiece respirator with multi-contaminant combination cartridge for particulates (P100) and organic vapors (OV).

Employees who may use a respirator must be fit tested to ensure proper fit and protection from friable asbestos inhalation hazards. This requires the respirator user to be clean shaven before the respirator can be worn.

For more information see the District Respiratory Protection Policy in this Safety and Health Manual.

b. Disposable, impermeable protective coveralls (complete with hood, booties, and elastic gathers at the wrists).

- c. Goggles (to protect eyes from dust and mist)
- d. Rubber boots with safety toe guards
- e. Hard hat
- f. Hearing protection

NOTE: All reusable PPE must be cleaned with a damp cloth, or a HEPA filtered vacuum prior to reuse.

4. The following procedures are to be followed for cutting and drilling AC pipe:
 - a. Workers shall don respirator, perform positive and negative fit check, and put on disposable coveralls, (and other appropriate PPE) prior to performing work that disturbs the AC pipe (e.g., cutting, drilling). Use duct tape or other effective means to assure that the coveralls fit snugly to the contours of the wearer and will not be subjected to tearing when the worker bends or turns (coveralls with attached boot protection). Ensure the elastic seals where the coveralls meet with the work boots are over the boots and sealed with the duct tape. Follow the same procedure for wearing disposable gloves (position elastic seal and tape together with duct tape). It is best to work in teams to help each other.
 - b. Once the work has commenced on the pipe, workers, equipment, and materials cannot leave the authorized work zone without going through the decontamination procedure. Only personnel authorized by the foreman in charge of the worksite and who are equipped with the proper PPE may enter the work area.
 - c. The area of AC pipe affected must be sufficiently wetted prior to the disturbance to remove any dirt, sand, or gravel.
 - d. Measure the length of cut and mark with a crayon or grease pencil.
 - e. Apply water to the area being cut and continue until the cutting has been completed.
 - f. Operate cutting and drilling tools in accordance with the manufacturer's instructions, making sure that water is continually applied in sufficient quantities to minimize.
 - g. Every time a new cut is made repeat the above-mentioned cutting steps. Move to the next cutting location and wet the cutting area prior to the cut. Recheck the measurement and remark if necessary. Again, apply water to the area being cut and continue until the cutting has been completed.

- h. Prior to installation, the new pipe component must be cleaned and disinfected by swabbing, spraying, or washing down with a 1% chlorine and water solution.
- i. Install pipes, fittings, and couplings (as per District Specifications) necessary to complete the job, taking care to avoid abrasions to the AC pipe. Keep the AC pipe moist during the work process.
- j. Open the appropriate fire hydrant at the opposite end of the isolated watermain from where the control valve will be opened (check that the water flow will not cause any damage or unsafe conditions). Close off the hydrant used to monitor any pressure buildup in the watermain. Open the filling valve enough to slowly fill the watermain and have one worker monitor the fire hydrant used to blow off air and

dirty water. Once the main is filled and the discharge water is clean, shut down the fire hydrant and open all valves.

k. Once the work in the excavation area has been completed, move any tools and materials from the work zone to the decontamination area.

5. Tools and materials used to perform cutting or drilling of AC pipe will be thoroughly rinsed in a bucket of water and any remaining pieces of debris shall be wiped off the tools using a damp cloth (or cleaned with a HEPA filtered vacuum). Tools and materials must be thoroughly washed and inspected (to ensure there is no asbestos contamination) before being removed from the authorized work zone. Materials contaminated with asbestos will be rinsed with clean water and placed in a labelled asbestos waste disposal bag. Properly sealing disposal bags of asbestos waste will follow these directions:

a. The workers shall clean-up the area and place all asbestos contaminated waste (including PPE, rags and sponges used in work area) into a labeled 'Asbestos Waste' disposal bag. Gently squeeze the bag to expel the air.

b. Twist tightly the unused top portion of the bag into a tail and seal with duct tape at the base of the tail. 3. Take the leftover twisted tail section of the bag and bend it around to make a loop and attach it to the base of the tail using the duct tape (this seals the bag and makes a handle).

c. Place the first bag into the second bag and repeat the sealing procedure.

d. PPE and tools that are to be reused are cleaned and immersed in a bucket of water, followed by a second immersion in a second, clean bucket of water. Inspect thoroughly for asbestos contamination and repeat, if necessary, until all asbestos containing materials have been removed. Place the object outside the authorized work area.

e. If the object is too large to be washed in the buckets of water, such as a shovel or wrecking bar, use a wet cloth to wipe them down until visually "clean". Inspect thoroughly for asbestos contamination and repeat, if necessary, until all material has been removed from the item.

f. Workers will remove debris from protective clothing using a damp cloth or sponge (or a HEPA filtered vacuum), wash their hands, remove the disposable suits, and place them into a labeled 'Asbestos Waste' bag (following the sealing of disposal bag procedures noted above).

g. The worker will leave the work area boundary while still wearing a respirator and thoroughly wash hands, respirator, and face with a clean sponge or damp cloth from the designated clean water bucket. This procedure is known as 'personal decontamination'. The worker will seal the HEPA filters with duct tape and place the respirator and filters into a sealable bag for storage.

h. If practicable, deposit waste AC pipe into the excavation and backfill with the previously excavated material. If it is not practicable to dispose of the waste AC pipe in this way, then it must be double bagged following the same procedures as previously mentioned.

i. To decontaminate the buckets that contained the contaminated water, empty the first bucket of water into the excavation. Use the second bucket of water to rinse the first bucket and then rinse with clean water and wipe down with a clean wet rag. Rinse and wipe down the second bucket of water with clean water and always ensure that the water is poured into the excavation. 3. Before completing the backfilling, the used barrier tape should be taken down and loosely coiled and placed into the excavation approximately 6" - 12" below the finished ground surface (this will warn others involved in future excavation work of the hazard).

j. Any remaining asbestos waste is then taken to the Salt Lake County Landfill or other approved disposal site.

c. **Lead**

- i. **Description and Use:** Inorganic lead is a malleable, blue-gray, heavy metal that occurs naturally in the Earth's crust. Lead can be used as a pure metal, combined with another metal to form an alloy, or in the form of a chemical compound as in lead-based paint.
- ii. **Hazard Statements:**
 1. Harmful if swallowed or if inhaled
 2. May cause cancer
 3. May damage fertility or the unborn child
 4. May cause damage to organs through prolonged or repeated exposure
 5. Very toxic to aquatic life
 6. Very toxic to aquatic life with long lasting effects
- iii. **Precautionary Statements:**
 1. Obtain special instructions before use
 2. Do not handle until all safety precautions have been read and understood
 3. Do not breathe dust, fume
 4. Wash hands thoroughly after handling
 5. Do not eat, drink, or smoke when using this product
 6. Avoid release to the environment
 7. If inhaled: Remove person to fresh air and keep comfortable for breathing
 8. If exposed or concerned: Get medical advice or attention
 9. Get medical advice or attention if you feel unwell
 10. Dispose of contents and container to a licensed hazardous-waste disposal contractor or collection site except for empty clean containers which can be disposed of as non-hazardous waste
- iv. **Material Handling:**
 1. Meet the legal requirements. Do not discharge the waste into the drain.
 2. Handle unclean empty containers as full ones.
 3. Observe strict hygiene.
 4. Measure the concentration in the atmosphere.
 5. Carry out operations in the open, under local exhaust, ventilation, or with respiratory protection.
 6. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood.
 7. Do not breathe dust, fume. Use only outdoors or in a well-ventilated area.
 8. Take all necessary technical measures to avoid or minimize the release of the product on the workplace. Limit quantities of product at the minimum necessary for handling and limit the number of exposed workers. Provide local exhaust or general room ventilation.
 9. Wear personal protective equipment.
 10. Floors, walls, and other surfaces in the hazard area must be cleaned regularly.
- v. Employees will be provided with and required to wear PPE specific to the hazards posed as listed on the SDS sheet.
 1. Protective goggles or safety glasses
 2. Gloves
 3. Applicable respiratory protection

CHAPTER 7

WALKING & WORKING SURFACES

Preventing Slips, Trips, & Falls

I. PURPOSE

This program provides safety precautions intended to reduce slips and trips. It also identifies protection systems intended to reduce fall hazards. The use of this program will minimize the potential for employee injury by ensuring that District facilities and work areas remain free of slip and trip hazards and that falls from walking/working surfaces are prevented.

The program is designed to protect all employees and contractors engaged in work activities at District facilities and work areas. It will establish the minimum requirements and responsibilities for employees as prescribed in the Occupational Safety and Health Administration's (OSHA's) Walking-Working Surfaces Standard – 29 CFR 1910 Subpart D.

II. DEFINITIONS

- a. **Aerial Lift** – Vehicle mounted aerial devices used to elevate personnel to job sites above ground, including (1) Extendable boom platforms; (2) aerial ladders; (3) articulating boom platforms; (4) vertical towers; (5) scissor lifts; (7) forklift work platform; (6) a combination of any of the above. These devices are powered or manually operated.
- b. **Barricade** – An obstruction to deter the passage of persons or vehicles. Acceptable barricading materials can include:
 - i. High visibility tape, colored plastic chain or yellow rope 0.5-inch diameter or larger.
 - ii. Rubber plastic traffic cones.
 - iii. Sawhorses (with flashing lights at nighttime).
 - iv. Metal or wood guard rails.
- c. **Fall Arrest System** – A system consisting of lifelines, lanyards and deceleration devices attached to an anchorage and connected to a body belt or body harness, which is intended to prevent falling to ground from an elevated walking or working surface.
- d. **Fixed Industrial Ladder** – Ladders used for routine access between levels. Such ladders must be designed to carry five times the normal anticipated load, be a minimum of 22 inches wide, be installed at 30-to-50-degree angles and shall have a minimum of 7 feet overhead clearance.
- e. **Floor Hole** – An opening in the floor, platform, grating or pavement that measures less than 12 inches, but more than 1 inch; and through which materials, but not people, may fall.
Floor Opening – An opening in the floor, platform or pavement that measures 12 inches or more, and through which persons may fall.
- f. **Guardrail** – A fixed railing consisting of a top rail, intermediate rail, and posts, sufficiently tall and strong enough to prevent falling from an elevated walking/working surface.
- g. **Ladder** – A structure typically of wood, metal, or fiberglass, commonly consisting of two side rails between which a series of bars or rungs are set at suitable distances, forming a means of climbing up or down. Ladders can be either fixed, meaning permanently attached to a structure, building, or equipment; or portable, meaning it can readily be moved or carried. Portable ladders can be either of the self-supporting (foldout) or non-self-supporting (leaning) types.
- h. **Platform** – Platforms are any elevated surface designed or used primarily as a walking/working surface, and any other elevated surfaces upon which employees are required or allowed to walk or work while performing assigned tasks on a predictable and regular basis. A predictable and regular basis is at least once every 2 weeks or for a total of 4 man-hours or more during any 4-week period.
- i. **Standard Railing** – Consists of a top rail, midrail and posts. The height from the upper surface of the top rail to the floor level is 42 inches. Midrail height is one half as high as the top rail (21 inches).
- j. **Standard Toe-board** – Blocks an opening along the base/floor of stairs or other walking/working surface where materials might otherwise inadvertently fall through. It should be 4 inches high, with not more than 0.25-inch clearance above the floor.

- k. **Wall Opening** – An opening in a wall or partition that is at least 30 inches high and 18 inches wide, and through which persons may fall.

III. STANDARDS

- a. Occupational Safety and Health Act of 1970
 - i. OSHA Regulations
 - 1. 29 CFR 1910.22 Walking-Working Surfaces
 - 2. 29 CFR 1926.501 Fall Protection

IV. POLICY

- a. General Slip, Trip and Fall Precautions

All employees are responsible for maintaining their immediate work areas in a clean and orderly manner and for notifying management of conditions beyond their control. Listed below are some of the most common hazards that occur in work settings and some of the ways to prevent them from leading to injury. These are considered best practices for all District employees.

- Electrical cords – Permanent electrical cords must be managed to prevent them from crossing walkways and footpaths. Temporary cords for equipment that must run across footpaths shall be secured flat against the ground with cable protectors, mats, or cable ramps when taping is not practical. In all cases, temporary cables must be removed from walkways and footpaths as soon as possible upon completion of the project or event that prompted their use.
- Entryways – Use recessed absorbent ‘walk-off’ matting to control migration of soil and liquids at all interior doorways that lead to the outside. This is especially important for areas where high foot traffic occurs.
- Footwear – When working in slippery areas, or with slippery substances, employees are encouraged to wear slip-resistant footwear or protective overshoes. All footwear must be well maintained and in good condition.
- Hazard reporting – All employees should report unsafe work conditions to their manager and the Human Resources Manager. Common unsafe conditions may include:
 - Slippery entryways, walkway, or stairways.
 - Walking surfaces containing holes, chips, cracks, elevation changes, or slippery areas.
 - Carpeting with fraying edges, rips, and tears.
 - Mats with buckling or curling edges.
- Lighting – Illumination shall be sufficient to perform work tasks safely and to travel freely around District facilities and work areas both inside and outside of buildings. Employees who discover lighting deficiencies shall report them to their manager and the Human Resources Manager.
- Spills – Spills of non-hazardous materials will be cleaned up immediately by the employee responsible. If the spill cannot be removed immediately, a warning sign or barricade sufficient to warn others will be put in place.
- Walking surfaces – The floor of every work area and workshop shall be maintained in a clean and if possible, dry condition. Where wet processes are used, drainage shall be maintained and false floors, platforms or mats will be provided where practicable. Floors, walkways, and passageways shall be kept free of protruding nails, splinters, holes, and loose boards or tiles.

- b. Fall Prevention and Protection Systems

Elevated work sites will occasionally have unprotected sides and edges, wall openings or floor holes. If these sides and openings are not protected, injuries from falls or from falling objects may result.

Floor holes and openings shall be covered or guarded as soon as they are created or discovered.

Floor opening covers shall be constructed to effectively support two times the weight of employees, equipment and materials that may be imposed on the cover at any one time. When the distance to the floor below is 48 inches or more, standard railings should be erected along exposed edges of a floor opening, wall opening, ramp, platform, or runway to prevent people from falling. When persons can pass below or there is moving machinery or equipment that can be damaged from falling objects, toe-boards should be erected along exposed edges of a floor opening, wall opening, platform, runway, or ramp to prevent falls of material. Areas below the work area should be marked off to prevent persons or moving machinery or equipment from passing below the overhead work.

In general, it is better to use fall prevention systems (e.g., railings) rather than fall protection systems (e.g., safety nets, fall arrest devices). Industrial ladders should be installed to access places of work where operations necessitate regular travel between levels.

Where workers are exposed to vertical drops of 6 feet or more, fall protection must be provided before work begins. The nature and location of the work will oftentimes dictate the form that fall protection takes, whether it is placing guardrails around the area, providing personal fall arrest systems for each employee or an alternative solution.

c. Guardrail Systems

Guardrail systems shall be erected at unprotected edges, ramps, runways, or holes. When a guardrail system is used, it must comply with the following provisions:

- Top edge height of top rails, or equivalent guardrail system members, must be 42 inches plus or minus 3 inches above the walking/working level, except when conditions warrant otherwise, and all other criteria are met.
- Mid-rails or intermediate structures must be installed between the top edge and the walking/working surface when there is no wall or other structure at least 21 inches high.
- Guardrail systems must be capable of withstanding at least 200 pounds of force applied within 2 inches of the top edge, in any direction and at any point along the edge and without causing the top edge of the guardrail to deflect downward to a height less than 39 inches above the walking/working level.
- Mid-rails, screens, mesh, and solid panels shall be erected in accordance with the OSHA Fall Protection Standard and must be capable of withstanding at least 150 pounds of force applied in any direction at any point along the mid-rail.
- Guardrail systems must not have rough or jagged surfaces that can cause punctures, lacerations, or snagged clothing.
- Gates or removable guardrail sections shall be placed across openings of hoisting areas or holes when they are not in use to prevent access.

d. Personal Fall Arrest Systems

Please see the Fall Protection Chapter of this policy (Ch. 18) for more information.

e. Ladders

All ladders pose a fall hazard if proper precautions are not taken. Only ladders that comply with OSHA design standards 29 CFR 1926.1053(a) (1) should be used. Substituting other items for ladders to gain elevation, such as stacked bricks, overturned buckets, chairs, or tables can be especially hazardous and is forbidden. Due to the potential for very long falls, all fixed ladders over 24 feet in length must only be used in conjunction with an approved fall protection system.

f. Aerial Lifts

Only authorized persons shall operate an aerial lift. Personnel working from or riding in any aerial lift device shall wear a fall restraint system with the lanyard attached to the boom or basket. Attaching fall protection equipment to an adjacent pole, structure or other equipment is not permitted. An aerial lift truck shall not be moved when the boom is elevated in a working position with personnel in the basket, except for equipment which is specifically designed for this type of operation.

Authorized persons must be trained by a qualified person on:

- How to operate the lift correctly, including maximum intended load and load capacity. The user must demonstrate how to properly use the lift.
- Manufacturer's requirements.
- Pertinent hazards including electrical, fall and falling object hazards.

Aerial lift controls shall be tested prior to use by a competent and trained employee to determine that controls are in safe working condition. Site preparation shall be considered prior to use including, but not limited to the following:

- Surface conditions including drop-offs, holes or other unstable surfaces like loose dirt, sand, and mud.
- Observe the presence of overhead electrical lines, communications cables, and other overhead obstructions. Request that the power utility de-energize lines if work must be conducted in the area. Even when de-energized, treat all overhead electrical lines as live lines and always stay at least 10 feet away from them. Do not set up work between lines. Note that weather conditions such as wind can change clearance distances.
- If aerial lifts are used in an interior setting, ensure that ceiling height is adequate for safe use and the floor is free of obstructions.
- Weather conditions in exterior locations (e.g., high wind, ice).
- Pedestrian or vehicle traffic in the work area.

After the work site has been assessed and determined to be safe, the lift must be stabilized. Set outriggers on pads or on solid, level surfaces. Set brakes and chock wheels as appropriate. Depending on the location, secure the work area with cones to warn others of overhead work. Chains or doors on the lift platform shall always be closed when in use. Staff shall stand firmly within the floor of the lift and will secure themselves using a body harness to the boom or bucket prior to ascent. Staff shall also take care to note the load-capacity limits and adhere to them. The worker, tools, and materials all need to be accounted for when determining the load. Any materials transported in the lift must not be larger than the platform. Workers must also be aware of vertical and horizontal reach limits and these limits must not be exceeded.

Aerial lifts shall be secured in the lower traveling position before the unit is moved.

CHAPTER 8

INCIDENT REPORTING POLICY

I. PURPOSE

- a. To provide District personnel with guidelines and procedures for the documenting and reporting of any unplanned event (incident) which results in personal injury, property damage, illness, or a near misses. The goal of the District's incident reporting policy is to investigate incidents and determine the root cause so that similar occurrences can be avoided. Training and other corrective action will be implemented based upon the findings of incident investigation reports.

II. DEFINITIONS

- a. **Hazard:** Existing or potential condition in the workplace that, by itself or by interacting with other variables, can result in death, injury, or property damage.
- b. **Incident:** Unplanned event that either results in personal injury or damage to property.
- c. **Near Miss:** An unplanned event that did not result in personal injury or damage to property.
- d. **Risk:** A measure of the probability and severity of adverse effects.
- e. **Root Cause Analysis:** Analysis that uses experience, logic, and reasoning to determine which conditions or events -if eliminated- will prevent the recurrence of an incident.
- f. **Safety:** The control and elimination of recognized workplace hazards to attain an acceptable level of risk.

III. STANDARDS

- a. Occupational Safety and Health Act of 1970
 - i. OSHA Regulations
 - ii. 29 CFR 1904.39 – Reporting Fatality, Injury, and Illness Information to the Government

IV. POLICY

- a. **Reporting Requirements –**
 - i. **Any workplace fatality, serious injury, hospitalization or disabling occupational illness must be reported to the Utah Labor Commission within 8 hours.**
 1. Serious injuries include but are not limited to any injury or illness resulting in immediate admittance to the hospital, permanent or temporary impairment where a part of the body is made functionally useless or is substantially reduced in efficiency and which would require treatment by a medical doctor, such as amputation, fracture, deep cuts, severe burns, electric shock, sight impairment, loss of consciousness, and concussions; illnesses that could shorten life or significantly reduce physical or mental efficiency inhibiting the normal function of a body part, such as cancer, silicosis asbestosis hearing impairment, and visual impairment.
 - ii. Before reporting any incident get first aid immediately if required.
 - iii. All employees have the responsibility to notify their Manager and the District Human Resources Manager as soon as possible of any real or potential injuries, near miss incidents, or any other hazard.
 - v. The Human Resources Manager has the responsibility to notify the General Manager and of any property damage, injuries, or illnesses that require medical treatment, or any

other serious hazard or incidents reported.

vi. All employees have the responsibility to notify their Manager and District Human Resources Manager as soon as possible of any real or potential District or public property damage (i.e., vehicle, equipment, and property damage incidents).

vii. The District Human Resources Manager has the responsibility to notify General Manager of all property damage reported to them or any that they are aware of.

ix. **Incident Reports** - An incident report must be filled out immediately following any incident and turned into the employee's Manager and the Human Resources Manager.

1. Incident reports, with employee and Manager's signature and any police report, shall be submitted to the Human Resources within 24-hours following the incident.

a. The Human Resources Manager will then review the incident report and submit it to the District Manager and Board of Trustees.

b. The Human Resources Manager will keep the incident report on file.

c. The report will be used to help with any incident investigation to identify unsafe conditions or any action that may have contributed to the incident.

b. Incident Investigation – All incidents involving injury to District personnel or damage to District vehicles, or any other property, will be investigated immediately by the affected employee's Manager and the Human Resources Manager.

i. Near miss incidents may be investigated by the Immediate Supervisor, Manager, the Human Resources Manager and the District Manager.

1. An incident report and incident investigation report will be completed, and root cause analysis used to help identify unsafe conditions or actions that contributed to the incident. The incident investigation report will include:

a. Recommendations to prevent reoccurrence of similar incidents.

b. Any pictures of property damage and/or pictures of the incident scene.

c. If police were notified, a copy of the police report.

d. If injury required medical attention, a copy of the doctor's report.

e. Copy of the post-accident drug screening.

iii. Incident reports will be submitted to the appropriate Operations Managers and the Human Resources Manager for review.

iv. Incident causal factors shall be recorded and reported monthly to the safety committee. This reporting will identify incident trends, unsafe working conditions, and breakdowns in the District safety culture. Appropriate corrective action will then be recommended by the safety committee.

v. Injury Procedures

FOR LIFE THREATENING INJURIES:

1. Call **911!** If trained, render first aid until help arrives.

2. Report the incident to the employee's Immediate Supervisor and the Human Resources Manager as soon as possible.

vi. For Non-Life-Threatening Injuries... requiring medical attention:

1. Report the incident to the employee's Immediate Supervisor and the Human Resources Manager.

2. Transport injured employee to:
Rocky Mountain Care Clinic

**4088 W 1820 S
Salt Lake City UT, 84104**

3. If you seek medical treatment beyond first aid outside of regular work hours for a workplace injury or illness (example: from a hospital or your family doctor), let the health care provider know your injury or illness is work-related.
4. An injured employee should only go to a hospital emergency facility if the injury is life threatening.

V. TRAINING AND EVALUATION

- a. Magna Water District is committed to education and evaluation to help ensure effectiveness and ongoing improvement of this procedure.
- b. The District will communicate these procedures to all Operations Managers, Crew Leads, and employees through training sessions, email, and the Safety Committee.
- c. All new employees will be made familiar with this section at their new hire orientation.
- d. Operations Managers and Crew Lead will provide additional coaching to employees as needed.

DRAFT

CHAPTER 9

BLOODBORNE PATHOGENS

Exposure Control Plan

I. PURPOSE

Objectives of this plan include protecting employees from health hazards associated with bloodborne pathogens and providing appropriate response when an employee is exposed to bloodborne pathogens. These pathogens include, but are not limited to, hepatitis B (HBV), hepatitis C (HCV) and human immunodeficiency virus (HIV). Needlesticks and other sharps-related injuries as well as exposure to human waste may expose workers to bloodborne pathogens.

II. DEFINITIONS

- a. Bloodborne pathogens – infectious microorganisms in human blood that can cause disease in humans.

III. STANDARD

- a. Occupational Safety and Health Act of 1970
- b. OSHA Regulations
 - i. 29 CFR 1910.1030. Bloodborne Pathogens

IV. POLICY

a. Plan Availability

The District's Bloodborne Pathogen Exposure Control Plan is available to all employees. A copy of this plan may be found in the District Workplace Safety and Health Manual.

V. EXPOSURE DETERMINATION

a. Exposure situations

One of the keys to implementing and maintaining a successful Exposure Control Plan is to determine and identify which employees may incur occupational exposure to potentially infectious materials. This process involves identifying all job classifications, tasks, or procedures where employees may incur occupational exposure to potentially infectious materials. Exposure determination is made without regard to the use of PPE.

The Wastewater Operations Manager, working in conjunction with the Human Resources Manager, Crew Lead, the Safety Committee, and employees, will conduct, evaluate, and periodically review exposure determinations.

b. Wastewater Specific Hazards

- i. Wastewater may contain bacteria, fungi, parasites, and viruses that can cause intestinal, lung, and other infections. Possible biological hazards include:
 - 1. Bacteria
 - a. E-coli
 - b. Shigellosis
 - c. Typhoid fever
 - d. Salmonella
 - e. Cholera
 - 2. Fungi
 - a. Aspergillus
 - 3. Parasites
 - a. Cryptosporidium
 - b. Giardia lamblia
 - c. Roundworm
 - 4. Viruses

- a. Hepatitis A
 - 5. Bloodborne Viruses
 - a. Hepatitis B
 - b. Human Immunodeficiency Virus (HIV)
- ii. Equipment, work practices, and PPE should adequately protect employees from ingesting, breathing, or coming into direct contact with wastewater. Failure to adequately protect employees from exposure to wastewater could result in illness or infection.
- iii. **Wastewater Hazards Control Protocols**
 - 1. Hand Washing
 - a. Wash your hands for 20 seconds with warm soap and water after working with wastewater.
 - b. If hand washing isn't immediately available use hand sanitizer until hand washing is available.
 - 2. Avoid touching your nose, mouth eyes or ears with your hands unless you have just washed.
 - 3. Keep fingernails short and clean.
 - 4. Wear waterproof gloves while working
 - 5. Shower after work and launder work clothes separately from non-work clothes.

VI. METHODS OF COMPLIANCE

a. Minimizing Exposure

To effectively eliminate or minimize exposure to bloodborne pathogens, Standard Precautions, instituted by the Centers for Disease Control and Prevention (CDC) will be followed. These include the use of Universal Precautions, Engineering Controls, Administrative Controls, PPE, and Housekeeping Procedures.

b. Universal Precautions

The District treats potentially infectious material as bloodborne pathogens. All potentially infectious material will be considered infectious regardless of the perceived status of the source. Universal Precautions include, but are not limited to, the following:

- Treat all potentially infectious material as infectious and use barrier precautions such as gloves, and appropriate clothing.
- Wash hands thoroughly.
- Clean surfaces as soon as possible when they become contaminated.

c. Engineering Controls

One of the key aspects to the Exposure Control Plan is the use of Engineering Controls to eliminate or minimize employee exposure to bloodborne pathogens. Engineering Controls result in employees using proper equipment designed to prevent contact with potentially infectious materials.

Engineering controls will be re-examined during the District's annual Workplace Safety and Health Manual review, and opportunities for new or improved engineering controls will be identified.

d. Administrative Controls

In addition to Engineering Controls, the District uses several Administrative Controls to help eliminate or minimize employee exposure to bloodborne pathogens. Administrative controls, adopted for use by the District, include:

Proper Hand Washing Technique

- Always wash hands as soon as possible; remove gloves after first washing with soap and water (or use an alcohol wipe if water is not available).
- Pull glove from skin using outer top part of glove so the other glove does not

contact the skin. If disposable, pull glove inside out to remove. Using the ungloved hand, pull glove from top interior of the glove off the hand.

- ✓ Follow same procedure for non-disposable gloves but ensure thorough decontamination prior to removal.
- ✓ Allow gloves to dry and store gloves so that they do not degrade or become contaminated.
- Wash hands using soap and warm water. If water is not available, wash with alcohol wipes.
- Rub your hands vigorously.
- Wash all surfaces, including back of hands, wrists, between fingers, and underneath the fingernails. Your hands should be washed thoroughly for 10 – 20 seconds.
- Rinse well.
- Dry hands with paper towel(s).
- Turn off water using a paper towel instead of bare hands.

Proper Personal Hygiene

- Eating, drinking, applying cosmetics or lip balm, or handling contact lenses is prohibited in work areas where there is potential for exposure to bloodborne pathogens.
- All procedures involving infectious materials should minimize splashing, spraying, or other actions generating droplets of these materials.

e. Personal Protective Equipment

i. Provision

Personal Protective Equipment (PPE) is an employee's last line of defense against bloodborne pathogens. Magna Water District provides PPE to all employees, who need to protect themselves against exposures, at no cost to the employee. PPE is selected based on anticipated exposure to potentially infectious material.

ii. Usage and Accessibility

Crew Lead and will ensure appropriate PPE is readily accessible. To ensure PPE equipment is used as effectively as possible, employees use the following practices when using their individual PPE:

- Any garment(s) penetrated by potentially infectious material are removed immediately (or as soon as is feasible).
- All potentially contaminated PPE is removed prior to leaving a work area (or as soon as is feasible).
- Gloves are worn in the following circumstances:
 - ✓ When an employee anticipates hand contact with potentially infectious materials.
 - ✓ When handling or touching contaminated items or surfaces.
- Disposable gloves are replaced as soon as practical after contamination or if they are torn, punctured, or otherwise lose their ability to function as an "exposure barrier."
- Utility gloves are decontaminated for reuse unless they are cracked, peeling, torn or exhibit other signs of deterioration, at which time they are disposed of.
- Masks and eye protection, (e.g., goggles, face shields, etc.), are used when splashes or sprays could generate droplets of infectious materials.
- Protective clothing, such as coveralls shall be worn when potential expo-

sure to the body is anticipated.

iii. Cleaning, Laundering, and Disposal

To ensure PPE is maintained in an appropriate condition and to protect employees from potential exposure, the following practices are followed:

- Reusable PPE is cleaned and decontaminated as needed.
- All PPE is inspected periodically and repaired or replaced as needed.
- Single-use PPE (or equipment that cannot be decontaminated), is disposed of appropriately.

iv. Repair and Replacement

All PPE is inspected periodically and repaired or replaced as needed.

v. Types of PPE

PPE includes but is not limited to:

- Gloves
- Spray disinfectant
- Antiseptic towelette
- Mask
- Goggles
- Disposable Coveralls

vi. Location of Personal Protective Equipment (PPE)

Each Department will be responsible for the following steps:

- Proper PPE, as determined by this Plan in relationship to an employee's duties, will be maintained by the individual employee or available during the time of needed usage. Proper PPE, in some cases, will be stored in vehicles, as determined by those using the vehicle.
- PPE will be available prior to the commencement of any work that may expose employees to potentially infectious material.
- Questions regarding location of PPE should be directed to a Manager or the Human Resources Manager.

vii. Limitations of PPE

1. Gloves

- Gloves can be torn or punctured.
- Gloves should be changed after contact.
- Disposable gloves should not be washed or disinfected for reuse.
- Gloves should not be used when visibly soiled or their ability to function as a barrier is compromised.
- Hands should be washed as soon as possible after removing gloves; if water is not available, disposable wipes should be used.
- Utility gloves, e.g., rubber gloves, may be decontaminated and re-used, but should be discarded if they are peeling, cracked, or discolored, or if they have punctures, tears, or other evidence of deterioration.
- Leather gloves that show visible contamination must be disposed of as proper decontamination is not possible.

2. Face and Eye Protections

These items need to be clean and in good repair. Items should be discarded if they do not function as indicated by the manufacturer's use and maintenance documentation.

3. Protective Clothing

Disposable coveralls are appropriate for most applications however, fluid-resistant clothing must be worn if there is a potential for splashing, spraying, or soaking by potentially infectious material. If any garment is penetrated by potentially infectious material, the garment shall be removed immediately or as soon as feasible. The skin should be cleansed.

f. **Housekeeping**

Maintaining District equipment and facilities in a clean and sanitary condition is an important part of the Bloodborne Pathogens compliance program.

g. **Engineering Control Equipment**

The following operations have, or should have, Engineering Control equipment to eliminate or minimize an employee's exposure to bloodborne pathogens. If equipment is needed, but not yet available, "NONE" should be indicated in the "Control Equipment" column.

Bloodborne Safety Audit Checklist

- i. Written Plan
 - Reviewed annually
 - Updated to reflect significant modifications in job class, tasks, or procedures
 - Available for employee review
- ii. Methods of Control
 - Universal precautions used for all potential exposures
 - Are tools used to pick up sharps or needles found during work?
 - Are hand washing facilities used after removing gloves?
- iii. Personal Protective Equipment (PPE)
 - Is an adequate supply of gloves, goggles, or shields available in first aid kits and in vehicles?
 - Are supplies used properly? Are they the correct size for workers?
 - After use, is PPE disposed of or cleaned properly?
 - Is the correct, recommended disinfectant used?
- iv. Housekeeping
 - Is recommended disinfectant being used?
 - Is contaminated clothing properly laundered?
- v. Hepatitis B Vaccination
 - Have employees been given information that the HBV vaccination is availa-

ble through their primary care physician or the local health department?

- vi. Post Exposure Incident Procedures
 - Does each employee know what to do, and who to report to, if they are stuck by a needle, sharp, or exposed to other potentially infectious materials?
 - Are post incident procedures immediate and confidential?
 - Are exposed employees given prompt medical evaluations and access to counseling?
 - Are the circumstances that surrounded the exposure incident documented and investigated?
- vii. Employee Information and Training
 - Have all employees received initial training? Annual training?
 - Are training records maintained for a minimum 5-year period?
 - Do training records include dates of training, contents of training, names and qualifications of trainers, and names of employees attending training?
 - Does training convey the idea that bloodborne diseases other than HBV, HCV, and HIV exist?
- viii. Recordkeeping
 - Are medical records kept confidential?
 - Are exposure injuries recorded on the OSHA 300 log?

VII. HEPATITIS B VACCINATION PROGRAM

a. Post Exposure Evaluation and Follow Up

The District recognizes that even with exemplary adherence to all exposure prevention practices, exposure incidents can still occur. As a result, the District encourages all employees who may be exposed to potentially infectious materials to get the Hepatitis B battery of immunizations. The District will also conduct a post-exposure evaluation and follow-up process, to ensure employees receive quality care and timely treatment if an exposure to a bloodborne pathogen should occur.

i. Hepatitis B Vaccination

The hepatitis B vaccination is voluntary and is available through local health departments or the employee's primary health care provider. It consists of three shots:

- Initial
- One month after initial
- 6 months after initial (with a booster if determined to be medically necessary)

b. Post Exposure Investigation Procedures

If an employee has an unprotected exposure to potentially infectious material during their work, the employee is required to immediately report the exposure to a supervisor, who will then take the following steps:

- i. Medical Evaluation An exposed employee will receive a medical evaluation and their blood shall be collected as soon as feasible and tested after consent is ob-

tained.

ii. Investigation

A Manager or District Safety Supervisor will begin investigating the incident. An incident report form will be used to ensure that relevant information, including routes of exposure, activity in which worker was engaged at the time of exposure, extent to which appropriate work practices and PPE were used, and a description of the source exposure shall be recorded. Additional information would include:

- Employee decontamination
- Clean-up
- Notifications made

iii. Incident Reporting

After all information is gathered, it is evaluated by the Human Resources Manager who prepares a written summary of the incident and its causes. Recommendations are made for avoiding similar incidents in the future.

iv. Information Provided to the Healthcare Professional

The District Human Resources Manager is responsible for providing information to the healthcare professional who will be responsible for the employee's care following an exposure, including:

- A description of the exposed employee's duties as they relate to the exposure incident.
- Documentation of the routine or routes of exposure and circumstances under which the exposure occurred.

v. Claims

A worker's compensation claim should be filed to document an exposure incident.

vi. OSHA 300 Log

The Human Resources Manager will record any exposure to potentially infectious material requiring medical treatment in the OSHA 300 log in a manner that maintains confidentiality for the employee.

vii. Follow-up

The Human Resources Manager will ensure that a full incident investigation is conducted and that any recommended procedures or controls be implemented.

VIII. TRAINING

a. **Bloodborne Pathogens Training**

Having well-informed employees is an important part of eliminating or minimizing exposure to bloodborne pathogens. For this reason, all employees who have a potential for exposure to bloodborne pathogens are given training as it relates to this issue.

New employees, as well as employees changing positions that contain job functions that might expose them to bloodborne pathogens, will be given training prior to beginning work. All other employees subject to exposure will receive supplemental training annually.

i. Training Topics

Topics covered in Bloodborne Pathogens training include, but are not limited to:

- Bloodborne Pathogen Standard.
- Epidemiology and symptoms of bloodborne diseases.
- Modes of transmission of bloodborne pathogens.
- Exposure Control Plan and how to obtain a copy.
- Methods for recognizing tasks and other activities that could involve exposure to potentially infectious materials.
- Review of the use and limitations of methods that prevent or minimize exposure, including:
 - ✓ Engineering controls
 - ✓ Administrative controls
 - ✓ Personal Protective Equipment
- Selection and use of personal protective equipment, including:
 - ✓ Types available
 - ✓ Proper usage
 - ✓ Location
 - ✓ Removal; Handling; Decontamination
 - ✓ Disposal
- Information on hepatitis B vaccine, including its: Efficiency; Safety; Method of administration; Benefits of vaccination.
- Actions to take and staff to contact in an emergency involving potentially infectious materials.
- Procedures to follow if an exposure incident occurs, including incident reporting
- Information on post-exposure evaluations and follow-up.

ii. Training Methods

It is important for employees to have ample opportunity to ask questions and interact with instructors, as well as other class members. To accommodate employees, the Bloodborne Pathogens training program uses various tools and techniques, including:

- Classroom instruction
- Video programs
- Training manuals and handouts
- Review session

Training records must be kept for three years and are available for examination by employees and their representatives, as well as UOSHA and its representatives.

b. POST EXPOSURE

i. Evaluation and Follow-Up Checklist

The following steps must be taken, and information transmitted, in the case of an employee's exposure to bloodborne pathogens:

Activity / Completion Date

- Date employee given documentation regarding exposure incident: _____
- Consent has been obtained: YES / NO
- Date appointment arranged with healthcare provider: _____
- Healthcare provider: _____
- Date documentation forwarded to healthcare provider: _____

c. EXPOSURE CONTROL PLAN

Wastewater Specific Hazards

- i. Wastewater may contain bacteria, fungi, parasites, and viruses that can cause intestinal, lung, and other infections. Possible biological hazards include:
 1. Bacteria
 - a. E-coli
 - b. Shigellosis
 - c. Typhoid fever
 - d. Salmonella
 - e. Cholera
 2. Fungi
 - a. Aspergillus
 3. Parasites
 - a. Cryptosporidium
 - b. Giardia lamblia
 - c. Roundworm
 4. Viruses
 - a. Hepatitis A
 5. Bloodborne Viruses
 - a. Hepatitis B
 - b. Human Immunodeficiency Virus (HIV)
- ii. Equipment, work practices, and PPE should adequately protect employees from ingesting, breathing, or coming into direct contact with wastewater. Failure to adequately protect employees from exposure to wastewater could result in illness or infection.
- iii. **Wastewater Hazards Control Protocols**
 1. Hand Washing
 - a. Wash your hands for 20 seconds with warm soap and water after working with wastewater.
 - b. If hand washing isn't immediately available use hand sanitizer until hand washing is available.
 2. Avoid touching your nose, mouth eyes or ears with your hands unless you have just washed.
 3. Keep fingernails short and clean.
 4. Wear waterproof gloves while working
 5. Shower after work and launder work clothes separately from non-work clothes.

IX. METHODS OF COMPLIANCE

a. Minimizing Exposure

To effectively eliminate or minimize exposure to bloodborne pathogens, Standard Precautions, instituted by the Centers for Disease Control and Prevention (CDC) will be followed. These include the use of Universal Precautions, Engineering Controls, Administrative Controls, PPE, and Housekeeping Procedures.

b. Universal Precautions

The District treats potentially infectious material as bloodborne pathogens. All potentially infectious material will be considered infectious regardless of the perceived status of the source. Universal Precautions include, but are not limited to, the following:

- Treat all potentially infectious material as infectious and use barrier precautions such as gloves, and appropriate clothing.
- Wash hands thoroughly.

CHAPTER 10

HAZARD ASSESSMENT AND PERSONAL PROTECTIVE EQUIPMENT

I. PURPOSE

- a. The District provides personal protective equipment (PPE) and trains employees on its proper use to help minimize injury resulting from various occupational hazards that cannot be eliminated through substitution, engineering, or administrative controls.

II. DEFINITIONS

- a. **Hazard** – a danger or risk
- b. **Hazard Assessment** – the process followed to identify, assess, and eliminate or manage workplace hazards and risks to worker health and safety.
- c. **Hierarchy of Control** – a system for controlling risks in the workplace. The hierarchy of control is a step-by-step approach to eliminating or reducing risks and it ranks risk controls from the highest level of protection and reliability through to the lowest and least reliable protection. Elimination, substitution, engineering, or administrative controls followed by personal protective equipment.
- d. **Line of Fire** – in harm's way; a line of fire injury occurs when the path of a moving object intersects with an individual's body.
- e. **Personal Protective Equipment (PPE)** – is equipment worn to minimize exposure to hazards that cause serious workplace injuries and illnesses. These injuries and illnesses may result from contact with chemical, radiological, physical, electrical, mechanical, or other workplace hazards. Personal protective equipment may include items such as gloves, safety glasses and shoes, earplugs or muffs, hard hats, respirators, or coveralls, vests, and full body suits.

III. STANDARDS

- a. Occupational Safety and Health Act of 1970
- b. OSHA Regulations
 - i. 29 CFR 1910.132 Personal Protective Equipment
 - ii. 29 CFR 1926.95 Personal Protective and Life Saving Equipment
- c. ANSI 125-2014 - American National Standard for Conformity Assessment of Safety and Personal Protective Equipment

IV. POLICY

- a. **Hazard Assessments**
 - i. The District shall assess the workplace and determine if hazards are present, or likely to be present, which necessitate the use of PPE.
 - ii. Elimination, substitution, engineering, and administrative controls shall be used prior to reliance on PPE to eliminate or reduce hazard exposure.
 - iii. It is especially important to consider the "line of fire," or the direction and distance an object or the potential energy in a process may travel and possibly injure an employee or bystander.
 1. Line of fire hazards fall into three categories:
 - a. Caught In
 - b. Struck by
 - c. Released energy

2. Elimination or substitution provide the best protection against line of fire hazards. PPE should only be used when elimination and substitution controls have been implemented.
 3. When assessing workplace hazards employees and management should look for possible line of fire exposures and implement the appropriate controls to protect individuals from harm.
- iv. PPE for eyes, face, head, and extremities in addition to protective clothing and protective shields and barriers, shall be provided by the District.
 - v. The PPE provided shall be used and maintained in a sanitary and appropriate manner. PPE will be selected based upon its effectiveness in providing protection from processes or environmental, chemical, and mechanical hazards. PPE should be able to protect employees from harm arising from absorption, inhalation, ingestion, or physical contact with identified hazards.
- b. Safety Requirements**
- i. PPE and appropriate clothing for the task to be performed shall always be worn.
 - ii. The goal of PPE is to protect the head, eyes, face, ears, hands, feet, and body from a wide variety of hazards including cuts, burns, penetrating objects, and splashes.
 - iii. The PPE selected is dependent on the tasks that must be accomplished.
- c. General Hazard Protection**
- i. Substitution controls, Engineering controls (appropriately designed workplace) and Administrative controls (safe work practices) should be implemented and considered prior to the use of PPE.
 - ii. PPE alone should not be relied on to provide protection for the hazards which affect employees.
- d. Eye Protection**
- i. Employees must use appropriate eye or face protection when exposed to hazards from flying particles, molten metal, liquid chemicals, acids, caustic liquids, chemical gases, vapors, or light radiation.
 - ii. Employees whose vision requires the use of corrective lenses in spectacles, and who are required to wear eye protection, shall wear goggles or spectacles of one of the following types:
 1. Spectacles whose protective lenses provide optical correction.
 2. Goggles that can be worn over corrective spectacles without disturbing the adjustment of the spectacles.
 3. Goggles that incorporate corrective lenses mounted behind the protective lenses.
 - iii. Goggles or face shields will be provided and must be worn while performing grinding, sand-blasting, or other impact type work.
 - iv. Approved lenses will be provided and must be worn while cutting or welding.
 - v. Full-face splash shields will be worn during any operation when working with chemical processes involving acids, caustics, or other hazardous chemicals.
 - vi. Employees will wear appropriate eye protection as required on the SDS.
- e. Head Protection**
- i. Employees must wear a protective helmet (hard hat) while performing their job duties when:
 - ii. Whenever real or perceived hazards exist or may exist as determined by the District Safety Supervisor, Department Operations Managers, Crew Lead or Safety Committee.

NOTE: If employees are doing work which exposes them to overhead hazards, a hardhat shall be

worn.

f. Hearing Protection

- i. Ear plugs, or earmuffs will be provided by the District and shall be worn while working with exposures to noise above eighty-five decibels.

g. Foot Protection

- i. Employees must wear protective footwear when working where there is a danger of foot injuries due to falling objects, rolling objects, objects piercing the footwear sole, or where employees' feet are exposed to electrical hazards.
- ii. The District will, at its discretion, pay up to two hundred dollars (\$200.00) per year toward the cost of safety toed shoes or boots for each employee. Through a boot voucher issued by the employee's Manager.

h. Hand Protection

- i. Employees must use appropriate hand protection when hands are exposed to hazards such as those from skin absorption of harmful substances, cuts, lacerations, abrasions, punctures, chemical burns, thermal burns, and harmful temperature extremes.

i. Arm and Leg Protection – When using power tools with rotating blades or bits, or any time an employee is cutting, grinding, or chipping with a power tool, heavy duty sleeves and chainsaw chaps should be used to prevent injury from flying foreign material or contact from bits, blades, and cutting edges.

j. Respiratory Protection (see chapter 12 Respiratory Protection)

k. Infectious Disease Control (see also Chapter 11 Blood Borne Pathogens)

- i. The District will take proactive steps to protect the workplace in the event of an infectious disease outbreak. The goal during any such outbreak is to operate effectively and ensure that all essential services are continuously provided and that employees are safe within the workplace.
- ii. The District is committed to providing authoritative information about the nature and spread of infectious diseases, including symptoms and signs to watch for, as well as required steps to be taken in the event of an illness or outbreak.

1. Training on the content of this Infectious Disease Control section of the Workplace Safety and Health Manual and its requirements will be conducted annually, as a part of the PPE and Hazard Assessment refresher.

iii. PPE, Sanitization, and Cleaning Supplies

1. The District will keep an inventory of the following cleaning and personal safety items.
 - a. Sanitizing wipes for frequently touched surfaces and general disinfection.
 - b. Hand Sanitizer
 - c. Facemasks, N95 Respirators, or other face coverings intended to limit the spread of communicable disease vectors from the mouth or nose.

iv. Preventing the Spread of Infection in the Workplace

1. The District will ensure a clean workplace, including the regular cleaning of objects and areas that are frequently used, such as bathrooms, break rooms, conference rooms, door handles and railings. The district will monitor and coordinate events around an infectious disease outbreak, as well as create work rules that could be implemented to promote safety through infection control.
2. We ask all employees to cooperate in taking steps to reduce the transmission of infectious disease in the workplace. The best strategy includes:
 - a. ***Washing Hands with warm, soapy water.***
 - b. ***Wearing face coverings (surgical face masks, N95 Respirators, etc.) when deemed appropriate by management.***
 - c. ***Using Hand Sanitizer***
 - d. ***Social Distancing***
 - i. ***Guidelines for Workplace Infectious Disease Outbreaks*** In the event of an infectious disease outbreak, the District may implement these social distancing guidelines to minimize the spread of the disease among the staff.
 1. *During the workday*, employees are requested to:
 - a. Avoid meeting people face-to-face. Employees are encouraged to use the telephone, online conferencing, e-mail, or instant messaging to conduct business as much as possible, even when participants are in the same building.
 - b. If a face-to-face meeting is unavoidable, minimize the meeting time, choose a large meeting room, and sit at least one yard from each other if possible; avoid person-to-person contact such as shaking hands.
 - c. Avoid any unnecessary travel and cancel or postpone nonessential meetings, gatherings, workshops, and training sessions.
 - d. Do not congregate in work rooms, pantries, copier rooms or other areas where people socialize.
 - e. Bring lunch and eat at your desk or away from others (avoid lunchrooms and crowded restaurants).

f. Encourage customers and others to request information and services via phone and e-mail to minimize person-to-person contact. The customer service area (Building A Lobby) may be closed at this time to encourage phone and online interactions.

e. ***Limiting Travel***

f. All nonessential travel should be avoided.

g. ***Staying Home When Ill***

h. Many times, with the best of intentions, employees report to work even though they feel ill. The District provides paid sick time and other benefits to compensate employees who are unable to work due to illness.

i. During an infectious disease outbreak, it is critical that employees do not report to work while they are ill or experiencing the symptoms associated with the recognized outbreak illness. Currently, the Centers for Disease Control and Prevention recommends that people with an infectious illness such as the flu remain at home until at least 24 hours after they are free of fever (100 degrees F or 37.8 degrees C) or free of the signs of a fever without the use of fever-reducing medications. Employees who report to work ill will be sent home in accordance with these health guidelines.

h. ***Contingency Plans:*** Unless otherwise notified, typical attendance and leave policies will remain in place. Individuals who may face challenges reporting to work during an infectious disease outbreak should take steps to develop necessary contingency plans.

i. For example, employees need to arrange for alternative sources of childcare should schools close.

V. TRAINING

- a. The District will provide employees with training on the proper use, maintenance, limitations, storage, and proper inspection of PPE.
- b. Department Managers shall ensure that employees required to use PPE are trained on its correct use.
- c. PPE is to be inspected, cleaned, and maintained by employees at regular intervals as part of their normal job duties so that the PPE provides the requisite protection.

CHAPTER 11

Hearing Conservation Policy

I. PURPOSE

- a. To establish for District employee's guidance, safety, and health precautions governing tasks involving personal and occupational exposure to noise. It is the policy of the District to reduce noise exposure in the workplace to the extent that it is reasonably practicable. In those situations where it is not feasible to reduce noise exposure by suitable engineering means, during exposure evaluation periods, and during implementation of engineering controls, either administrative controls or personal hearing protectors shall be used to ensure the protection of employees.

II. DEFINITIONS

- a. **Decibel** –a unit used to measure the intensity of a sound or the power level of an electrical signal by comparing it with a given level on a logarithmic scale, a degree of loudness.
- b. **Noise** – a sound, especially one that is loud or unpleasant or that causes disturbance.
- c. **Time Weighted Average** – A method of calculating a worker's daily exposure to a hazardous substance or agent (such as occupational noise), averaged to an 8-hour workday, considering the average levels of the substance or agent and the time spent in the area.

III. STANDARDS

- a. Occupational Safety and Health Act of 1970
 - i. OSHA Regulations
 1. 29 CFR 1910.95 Occupational Noise Exposure
- c. **Employee**
 - i. The employee is responsible for complying with all requirements of this program once it is established that he or she must participate. The employee must:
 1. Attend all scheduled audiogram appointments.
 2. Wear any required hearing protection
 3. Attend the required initial and annual training

IV. POLICY

When employee noise exposures equal or exceed an 8-hour time-weighted average (TWA) sound level of 85 dBA, feasible administrative or engineering controls shall be utilized. If such controls fail to reduce 8-hour TWA exposures to less than 85 dBA, personal protective equipment shall be provided and used to reduce the exposure levels. Protective equipment shall also be used to lower exposures to less than 85 dBA TWA until feasible administrative or engineering controls are implemented.

A hearing conservation program shall be implemented whenever employee noise exposures equal or exceed an 8-hour TWA sound level of 85 dBA.

a. **Monitoring**

- i. When information indicates that any employee's exposure may equal or exceed an 8-hour time-weighted average of 85 dBA, a monitoring program shall be implemented to identify employees for inclusion in the hearing conservation pro-

- gram and to enable the proper selection of hearing protectors.
 - ii. Where circumstances as high worker mobility, significant variations in sound level, or a significant component of impulse noise make area monitoring generally inappropriate, representative personal sampling shall be used to comply with the monitoring requirements of this paragraph.
 - iii. Monitoring shall be repeated whenever a change in production, process equipment, or controls increases noise exposures.
 - b. **Employee Notification**
 - i. Each employee, whose noise exposure is monitored, shall be notified of the results of the monitoring.
 - c. **Audiometric Testing Program**
 - i. All employees whose exposures are equal to or exceed an 8-hour TWA of 85 dBA shall be included in an audiometric examination program.
 - ii. A baseline audiogram shall be performed within 6 months of an employee's first exposure at or above 85 dBA TWA.
 - iii. Annual audiometric testing shall be performed for each employee exposed at or above an 8-hour TWA of 85 dBA and in accordance with 29 CFR 1910.95.
 - iv. The audiometric test data shall be evaluated in accordance with 29 CFR 1910.95.
 - d. **Hearing Protectors**
 - i. Hearing protectors shall be provided to all employees who are exposed to an 8-hour TWA of 85 dBA. Employees should be required to use hearing protectors in areas where noise levels exceed 85 dBA (8-hour TWA). Hearing protectors shall be worn as required by Section e.i.
 - ii. Hearing protectors shall be worn by any employee who is exposed to an 8-hour time weighted average of 85 dBA or greater, and who:
 - 1. has not yet had a baseline audiogram established or has experienced a standard threshold shift.
 - iii. Employees shall be given the opportunity to select their hearing protectors from a variety of suitable hearing protectors.
 - e. **Hearing Protectors Attenuation**
 - i. It is recommended that, if possible, all hearing protectors be selected to attenuate noise below 85 dBA.
 - ii. Hearing protection must be worn by all employees who are exposed to noise above 85dBA. The hearing protector should reduce the noise level below an 8-hr TWA of 85 dBA. All hearing protectors are assigned a noise reduction rating (NRR) which can be found on the individual package or box the hearing protectors came in. This NRR is based on a dBC scale, although most sound measurements are given in a dBA scale. To account for this difference, the NRR number must be reduced by a value of 7 to determine how much protection it will

afford in the work environment.

1. The equation is as follows: $dBA' = dBA - (NRR - 7)$
where: dBA' = effective noise level for the hearing protector
 dBA = measured A-weighted noise level (sound level meter readings)
 NRR = noise reduction rating obtained on package
2. If the noise of a piece of equipment is measured at 96 dBA, a hearing protector with a NRR of at least 18 would be needed:
 $dBA' = dBA - (NRR - 7)$
 $85 = 96 - (NRR - 7)$
 $NRR - 7 = 96 - 85,$
 $NRR = 11 + 7$
 $NRR = 18.$
3. In a case where the hearing protector does not offer enough protection, earmuffs and plugs can be worn together. In this case, determine the effective NRR of the plugs and then add 5dBA. This number is then subtracted from the 8-hr TWA to determine the actual exposure at the employee's ear. Again, this number should be less than 85dBA.
4. Remember, hearing protectors must be worn properly to provide maximum protection.

f. Posting

- i. Areas where the noise level exceeds 85 dBA, must be posted with a warning and a requirement for the use of hearing protection.

V. TRAINING

- a. A training program must be established for all employees who are exposed to noise at or above an 8-hour time-weighted average of 85 decibels. This training program must be repeated annually for each employee included in the hearing conservation program. The employees must be informed of the following.
 - i. The effects of noise on hearing
 - ii. Physical damage of cochlea
 - iii. Location of high noise areas
 - iv. Off the job hearing hazards such as chain saws, gun fire, etc.
 - v. Purpose of hearing protection devices and how they work.
 - vi. Instructions on selection, fitting, use and care of hearing protectors.
 - vii. The types and styles of hearing protection devices available and attenuation of the various types.
 - viii. Where to obtain hearing protectors.
 - ix. The purpose of audiometric testing and an explanation of test procedures.

CHAPTER 12

RESPIRATORY PROTECTION

I. PURPOSE

- a. To prevent and control occupational diseases and injuries caused by the inhalation of contaminated air and to provide guidelines and establish requirements for using respiratory protection.

II. DEFINITIONS

- a. **Air-Purifying Respirator (APR):** A respirator with an air-purifying filter, cartridge, or canister that removes specific air contaminants by passing ambient air through the air-purifying element.
- b. **Atmosphere-Supplying Respirator (ASR):** A respirator that supplies the respirator user with breathing air from a source independent of the ambient atmosphere and includes supplied-air respirators (SARs) and self-contained breathing apparatus (SCBA) units.
- c. **Canister or Cartridge:** A container with a filter, sorbent, catalyst, or a combination of these items, which removes specific contaminants from the air passed through the container.
- d. **End-of-Service-Life Indicator (ESLI):** A system that warns the respirator user of the approach of the end of adequate respiratory protection, for example, that the sorbent is approaching saturation or is no longer effective.
- e. **Filter or Air Purifying Element:** A component used in respirators to remove solid or liquid aerosols from the inspired air.
- f. **Fit Test:** The use of a protocol to evaluate the fit of a respirator qualitatively or quantitatively on an individual.
- g. **Half Mask Respirator:** A type of respirator facepiece designed to cover the nose and mouth, with the lower edge anchored under the chin. This style of mask is offered in several configurations, ranging from disposable “cup” filter masks to tight fitting elastomer facepieces. Tight fitting half mask respirators are most often supplied in several sizes and offer greater protection due to their higher sealing quality.
- h. **Full Facepiece Respirators:** A type of respirator facepiece designed to cover the entire facial area, from under the chin to forehead. Due to its greater sealing surface, a full facepiece offers even higher protection than half masks. Additionally, most full facepiece lenses meet ANSI Z87.1 specifications, which offer the benefit of integrated eye and face safety.
- i. **Immediately Dangerous to Life or Health (IDLH):** An atmosphere that poses an immediate threat to life, would cause irreversible adverse health effects, or would impair an individual's ability to escape from a dangerous atmosphere.
- j. **Negative Pressure Respirator (tight fitting):** A respirator in which the air pressure inside the facepiece is negative during inhalation with respect to the ambient air pressure outside the respirator.
- k. **Oxygen Deficient Atmosphere:** An atmosphere with an oxygen content below 19.5% by volume.

- l. Positive Pressure Respirator:** A respirator in which the pressure inside the respiratory inlet covering exceeds the ambient air pressure outside the respirator.
- m. Pressure Demand Respirator:** A positive pressure atmosphere-supplying respirator that admits breathing air to the facepiece when the positive pressure is reduced inside the facepiece by inhalation.
- n. Self-Contained Breathing Apparatus (SCBA):** An atmosphere-supplying respirator for which the breathing air source is designed to be carried by the user.
- o. Tight-Fitting Facepiece:** A respiratory inlet covering that forms a complete seal with the face.
- p. User Seal Check:** An action conducted by the respirator user to determine if the respirator is properly seated to the face.

III. STANDARDS

a. Occupational Safety and Health Act of 1970

i. OSHA Regulations

1. 29 CFR 1910.134 – Respiratory Protection

IV. POLICY

a. General Requirements

- i. Employees who are or may be exposed to hazardous concentrations of gases, vapors, smoke, fumes, mists, or dusts will be provided, and are required to wear, respiratory protective equipment designed to protect the employee from such concentrations.
 - 1. Employees are not to wear respiratory protection or put themselves in a situation that might require respiratory protection unless they have met the guidelines listed in this program.
 - 2. Employees are to report to their Operations Managers any situation that might require respiratory protection.
- ii. Operations Managers will be responsible for implementing and enforcing this program. They must hold employees accountable for maintaining compliance with this program, including making sure respirator users always keep their facial hair appropriately trimmed or shaved (see C. 4.).
- iii. Operations Managers should be alert for situations that might pose a respiratory threat to employees and must inform employees of their responsibility to stop work, correct problems, and alert Workings Leads to dangerous situations.
- iv. Before an employee uses or is assigned duties requiring the use of a respirator the employee is required to:
 - 1. Pass a medical evaluation to determine the employee's physical ability to use a respirator.
 - 2. Pass a fit test on all makes, models, styles, and sizes of respirators that may be used in their line of work.
 - 3. Be trained and authorized to use the respirator(s) they will wear.
 - 4. Keep their face free of all facial hair that would interfere with the sealing surface of the respirator.
 - a. No employee who is required to wear a respirator may have facial hair that comes between the sealing surface and the face at any time or under any circumstance.
 - b. Facial hair that does not interfere with the sealing surface of the facepiece must be trimmed short enough so it cannot reach the valves in

- the facepiece.
5. Adhere to the policies and directive contained in this program.

NOTE: Documentation of items C. 1-3 must be kept on file by the Human Resources Manager. Operations Managers must ensure the Human Resources Manager has the documentation before employees are allowed to wear a respirator.

b. Medical Evaluation

- i. Employees will not be assigned to perform any task requiring a respirator until they have received and successfully passed a respiratory medical evaluation.
- ii. All respiratory medical evaluations will be performed by the District's preferred licensed health care professionals (DPLHCP) who will use the OSHA medical respiratory questionnaire as part of their evaluation.
 1. Medical evaluations will be performed to determine whether an employee is able to use a respirator.
 2. Medical evaluations are necessary to prevent injuries, illnesses, and even, in rare cases, death from the physiological burden imposed by respirator use.
 3. On occasion the DPLHCP may request written documentation from the employee's current family physician before they will pass off the employee on their respiratory medical evaluation.
- iii. All new employees who will perform work tasks requiring the use of a respirator will receive a pre-employment respiratory medical examination to determine their ability to safely wear a respirator.
 1. Operations Managers must make sure the new employee received and passed the pre-employment respiratory medical examination before they assign the new employee any tasks requiring a respirator.
- iv. If the employee passes the respiratory medical evaluation, the DPLHCP will send a written recommendation containing the following information:
 1. Limitations if any, on respirator use related to the medical condition of the employee or relating to the workplace conditions in which the respirator will be used, including whether or not the employee is medically able to use a respirator.
 2. The frequency of follow-up respiratory medical evaluations.
- v. If the employee fails the respiratory medical evaluation or has limitations noted on their written recommendation from the DPLHCP, the employee's job duties will be reviewed by the employee's applicable Manager and Management to resolve the issues.
 1. If the employee fails the respiratory medical evaluation the employee will not wear or use any type of respirator or be put in a situation where respiratory protection would be needed.
 2. Employees with noted limitations on their written recommendation will not use any respirator, or perform any job duty, that goes against the limitations noted on their written recommendation.
 3. If the employee fails the respiratory medical evaluation or has limitations that cannot be resolved in a timely manner, the employee may be re-assigned to a new position at the District where the job does not require respiratory protection.

- vi. Follow up respiratory medical evaluations will be required when:
 - 1. An employee reports medical signs or symptoms related to the ability to use a respirator.
 - 2. The DPLHCP informs the District that an employee needs to be reevaluated.
 - 3. The employee's Manager, or the Human Resources Manager, feels that there is a legitimate reason to be reevaluated.
 - 4. Information from the respiratory protection program, including observations made during fit testing and program evaluation, indicates a need.
 - 5. A change occurs in workplace conditions that may substantially increase the physiological burden on an employee.

c. Respirator Fit Testing

- i. Before an employee uses any respirator with a negative or positive pressure tight-fitting facepiece, the employee must be fit tested with the same make, model, style, and size of respirator that will be used.
- ii. Employees are required to pass an appropriate fit test:
 - 1. Prior to initial use of a respirator.
 - 2. Whenever a different respirator facepiece (size, style, model, or make) is used.
 - 3. At least annually after the initial fit test.
- iii. Additional fit tests will be conducted whenever:
 - 1. The respirator user reports, or the employee's Manager, Human Resources Manager, physician, or other licensed health care professional makes visual observations of changes in the employee's physical conditions that could affect respirator fit.
 - a. Some of the physical conditions that could affect respirator fit include, but are not limited to, facial scarring, dental changes, cosmetic surgery, or obvious changes in body weight.
- iv. Prior to conducting any fit test, efforts must be made to ensure the respirator has a good seal.
- v. All fit tests must be scheduled through the Human Resources Manager.
- vi. Employees may not use any respirator on which they have not passed a fit test.

d. Selection of Respiratory Protection

- i. Operations Managers and the Human Resources Manager will make all respirator equipment selections for their employee(s).
 - 1. Operations Managers and the Human Resources Manager will select only NIOSH-certified respirators. Their selection will be based on:
 - a. The workplace(s) and respiratory hazards to which the employee will be exposed.
 - i. If the Manager cannot identify, or reasonably estimate the employee's exposure, the workplace atmosphere must be considered Immediately Dangerous to Life or Health (IDLH).
 - b. User factors that affect respirator performance and reliability.

NOTE: If Operations Managers have any doubt regarding the proper respiratory equipment selection, outside consultation, manufacturer's assistance, and other recognized authorities will be consulted.

ii. Respirator Selection for IDLH Atmospheres

- 1. If the work-site atmosphere is found to be IDLH, the following respirators

must be used:

- a. A full facepiece Self-Contained Breathing Apparatus (operated in the pressure demand mode) with a minimum service life of 30 minutes.
- b. A tight fitting full facepiece pressure demand airline respirator with auxiliary self-contained air supply.

NOTE: Oxygen deficient atmospheres (less than 19.5%) shall be considered an IDLH atmosphere.

iii. Respirator Selection for Non-IDLH Atmospheres

1. If the work-site atmosphere is found to be Non-IDLH, respirators appropriate for the contaminant concentration level, and physical characteristics (particulates or gases) must be used:

- a. Respirators for protection against particulates must be selected from the following options.
 - i. Appropriate air supplied respirator.
 - ii. Air-purifying respirator equipped with NIOSH-certified P-100 grade filter.
 - iii. Air-purifying respirator equipped with NIOSH-certified filters.
- b. Respirators for protection against gases and vapors must be selected from the following options.
 - i. Appropriate air supplied respirator.
 - ii. Air-purifying respirators that meet the requirements listed in section VII (MWD Respirator Types, Uses, and General Requirements).

iv. If a non-IDLH respirator has been selected based on the information listed above and there is any potential for the atmosphere to change and approach an IDLH level, the atmosphere must be monitored during the entire operation.

1. If the monitors indicate that the atmosphere is approaching an IDLH level, all employees must exit the area and not return until they are wearing IDLH respirators, or the levels drop back down to non-IDLH levels.

v. Where practical, respirators will be assigned to individual workers for their exclusive use.

e. **MWD Respirator Types, Uses, and Requirements**

i. Air-Purifying Respirators (APR – Cartridge Type)

1. APRs shall NOT be used in IDLH conditions, which includes but is not limited to oxygen deficient atmospheres (less than 19.5% oxygen).
2. APR styles can be either a half mask or full facepiece.
3. **Do not use any APR unless proper filters or cartridges are attached.**
 - a. Filters offer protection against particulates (dusts, mists, and fumes).
 - b. Filters are offered in three efficiency levels (95%, 99%, and 99.97%) and three hazard classifications (N, R, and P).
 - c. N is for solid particulates and non-oil-based aerosols that do not degrade filter performance.
 - d. R is for solid particulates and degrading oil-based aerosols. R class filters have time limitations.
 - e. P is for solid particulates and degrading oil-based aerosols. P class filters have no use limitations.

- f. Cartridges offer protection against gases and vapors.
- g. When possible, Operations Managers will select filters and cartridges that are equipped with an End-of-Service-Life-Indicator (ESLI). If an ESLI is not available for the type of filter or cartridge needed, the Manager will implement a change of schedule for the filter or cartridge. The change of schedule must be based on objective information, or data that ensures filters and cartridges are changed prior to the end of their service life. Below are guidelines supervisor and managers must follow to obtain the objective information and data to determine a filter or cartridge service life:
 - i. Obtain the following information based on the atmosphere where the filters or cartridges will be used:
 - 1. Names of airborne contaminants.
 - 2. Concentrations of those contaminants (in parts per million).
 - ii. Contact the manufacturer of the respirators you plan to use.
 - iii. Provide the manufacturer with the following information:
 - 1. Name of the respirator model.
 - 2. Information from (1) above.
 - iv. Request the cartridge service life as well as the exact information they used to project that service life.
 - v. Create a written change schedule for the cartridges and ensure affected employees know and follow it.

NOTE: No filter or cartridge will be used past the ESLI or change of schedule for any reason.

- 4. APR filters or cartridges must be replaced in a safe area with no-contaminated breathing air.
- 5. Employees using an APR must immediately leave the worksite and replace the APRs filters or cartridges if:
 - a. Breathing becomes difficult.
 - b. Dizziness occurs.
 - c. Distress occurs.
 - d. Contaminate breakthrough occurs.
 - e. The respirator becomes damaged.
- ii. Air Supplied Respirators (ASR) and Equipment
 - 1. ASRs are offered in two operational types (Continuous Flow and Pressure Demand) and two protection grades (Non-IDLH and IDLH).
 - a. Continuous Flow (Non-IDLH)
 - i. Continuous Flow respirators are most often comprised of a facepiece, soft hood or a helmet, control valve, breathing tube, belt or harness, supply hose, hose couplers, and a breathing air source.
 - ii. Continuous Flow airline respirators can be used only in a **Non- IDLH** atmosphere and offer:
 - 1. A constant flow of supplied breathing air.
 - 2. A safe breathable air when worksite contaminate levels (Non-IDLH) are higher than the protection offered by half, or full facepiece APR.

b. Pressure Demand

i. Pressure Demand airline respirators:

1. Are most often comprised of a half or full facepiece, an air regulator, delivery system, belt or harness, supply hose, hose coupler, and a breathing air source.
2. Use an air regulator, which is designed to supply air on user demand, while it simultaneously maintains a positive pressure with the facepiece.
3. Can only be used in an IDLH atmosphere if a tight fitting full facepiece is used with an auxiliary self-contained air supply.

Note: The auxiliary self-contained air supply can be an Emergency Escape Breathing Apparatus (EEBA). EEBA's are designed to last five to ten minutes and are to be used for personal escape only.

ii. Self-Contained Breathing Apparatus (SCBA)

1. SCBA respirators are comprised of a tight fitting full facepiece respirator which is connected to an air cylinder that has a minimum 30 minutes of air supply.
2. SCBA's are approved for use in IDLH atmospheres only when operated in the Pressure Demand mode.
3. SCBA's must be inspected monthly and/or after each use.
4. SCBA cylinders must be hydro-tested every five years.
5. All composite cylinders have a maximum DOT service life of fifteen years.

2. Breathing Air Hose and Sources

- a. All airline respirators must use the manufacturer's NIOSH/MSHA approved breathing air hose.
 - i. The breathing air hose must not be used for any other function or purpose, such as using it to supply air to pneumatic tools.
- b. Airline respirators may be used with **up to 300 feet** of the manufacturer's breathing air hose. Always review the NIOSH/MSHA approved labels of the respirator for any hose length restrictions.
- c. Dedicated "Quick-Connect" couplers must be used on all breathing air hose, and only at the respirator and air source connection points. All other hose connections between these two points must be threaded.
- d. Grade "D" breathing air must be used for all airline respirators. Sources for safe breathing air are:
 - i. Air compressor with proper purifying filtration, as well as Carbon Monoxide monitor and/or high temperature alarm,
 - ii. Electric or air driven ambient air pump.
 - iii. Compressed bottled air.

3. Both Continuous Flow and Pressure Demand airline respirators must be operated at their correct air pressures to maintain proper protection and comfort levels.
 - a. Tight fitting half and full facepiece masks require a minimum air flow rate of 4 CFM.
 - b. Soft Hood or Helmet style airline respirators require a minimum air flow rate of 6 CFM.
4. Tight fitting facepieces must be tested by the employee to check the seal quality of their mask **each time they put on their respirator**. This can be done by performing a positive and negative **seal check**.
 - a. Positive Pressure Seal Check: Cover the exhalation valve and exhale gently into the facepiece. The seal quality is considered satisfactory if a slight positive pressure can be built up inside the facepiece without any evidence of outward leakage of air at the seal.
 - b. Negative Pressure Seal Check: Close off the inlet opening of the canister or cartridge(s) by covering with the palm of the hand(s) or by replacing the filter seal(s); inhale gently so that the facepiece collapses slightly and hold the breath for ten seconds. If the facepiece remains in its slightly collapsed condition and no inward leakage of air is detected, the tightness of the respirator is considered satisfactory.

f. Cleaning Maintenance and Storage of Respirators

- i. Operations Managers must ensure that respirators used by their employees are kept clean, sanitary, and in good working order.
 1. It is the employee's responsibility to properly clean, maintain and store the respirators they use.
 - a. Respirator cleaning wipes provided by the District should be used to clean respirators. If more rigorous cleaning is necessary, the following method should be used:
 - i. Mix a solution of two tablespoons of chlorine bleach per gallon of water and immerse the facepiece (without the cartridge attached) for approximately ten minutes. Rinse the facepiece and other parts thoroughly with clean water to remove any dirt or debris and all traces of disinfectant. Once clean, hang the facepiece upside down to completely dry.
 - ii. At a minimum, clean and disinfect respirators at the following intervals:
 1. As often as necessary when issued for exclusive use.
 2. Before being worn by a different individual when issued to more than one employee.
 3. After each use for emergency respirators and those used in fit testing and training.
 - iii. Respirators must be stored properly to ensure that they are protected from damage, contamination, dust, sunlight, extreme temperatures, excessive moisture, and damaging chemicals.
 1. Respirators must be packed or stored to prevent deformation of the facepiece and exhalation valve.
 2. Respirators should be stored in a clean plastic bag or storage container that protects the respirator from environmental exposure or damage.
 - iv. Emergency respirators must be:

1. Kept accessible to the work area, and
2. Stored in compartments or in covers that are clearly marked as containing emergency respirators.
3. Stored in accordance with any applicable manufacturer instructions.

g. Inspection of Respirators

- i. To assure respirator equipment is reliable it must be inspected on a regular basis. Operations Managers must ensure that respirators are inspected as follows:
 1. Respirators used in routine situations should be inspected before each use and during cleaning.
 2. Respirators maintained for emergency situations should be inspected at least monthly and in accordance with the manufacturer's recommendations, and before and after each use.
- ii. Respirator inspections should include a check of the following items:
 1. Respirator function.
 2. Tightness of connections.
 3. The conditions of the various parts including, but not limited to, the face-piece, head strap, valves, connecting tube, cartridges, and canisters or filters.
 4. Elastomeric parts for pliability and signs of deterioration.
- iii. SCBAs must be inspected monthly.
 1. Air and oxygen cylinders must be maintained in a fully charged state and be recharged when the pressure falls to 90 percent of the manufacturer's recommended pressure level.
 2. Warning devices must be checked to ensure they function properly.
- iv. Inspections on respirators maintained for emergency use must be documented with the name and signature of the person making the inspection, the findings, the required remedial action and serial number or other means of identifying the inspected respirator.
 1. The documentation must be listed on a tag or label or be included in an inspection report.
 - a. If the documentation is listed on a tag or label, it must be:
 - i. Attached to the storage compartment for the respirator.
 - ii. Kept with the respirator.
 - b. If the documentation is included in an inspection report the report must be kept on file until a subsequent certification can take its place.
- v. Respirators that fail an inspection or are otherwise not fit for use and cannot be repaired must be discarded. If the respirator is waiting for repairs, it must be tagged so no one will mistakenly use it.

V. TRAINING

- a. For safe use of any respirator, it is essential that employees be properly instructed in its selection, use, and maintenance.
- b. All employees exposed to respiratory hazards shall receive respiratory protection training before wearing any respirator and annually thereafter if they are required to wear a respirator on the job.
 - i. Training is also required when:
 1. Changes in the workplace or type of respirator render previous training obsolete.
 2. Inadequacies are identified in the employee's knowledge or use.
 3. Any situation arises in which retraining appears necessary.

- c. Initial respiratory protection training will be provided by an employee's direct Manager. At minimum, the initial training will include the following:
 - i. A review of this respiratory protection program.

CHAPTER 13

CONFINED SPACES

I. PURPOSE

- a. To protect employees from the hazards of entry into permit-required and non-permit-required confined spaces.

II. DEFINITIONS

- a. **Acceptable Entry Conditions:** The conditions that must exist in a confined space to allow entry and ensure employees can safely enter and work within the confined space area.
- b. **Attendant:** An individual stationed outside a confined space who monitors the authorized entrants and who performs all attendants' duties assigned in the confined space program.
- c. **Confined Space:** A space that is:
 - i. Large enough and configured so employees can bodily enter and perform assigned work.
 - ii. Has limited or restricted means for entry or exit (for example, tanks, vessels, storage bins, hoppers, vaults, pipes, and pits are spaces that may have limited means of entry).
 - iii. Not designed for continuous employee occupancy.
- d. **Entrant:** An employee who is authorized by the District to enter a confined space.
- e. **Entry:** The action by which a person passes through an opening into a confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space.
- f. **Engulfment:** The surrounding and effective capture of a person by a liquid or a finely divided (flowable) solid substance that can be aspirated to cause death by filling or plugging the respiratory system or that can exert enough force on the body to cause death by strangulation, constriction, or crushing.
- g. **Entry Permit:** The written or printed document that allows and controls entry into a permit required confined space.
- h. **Entry Supervisor:** The person responsible for:
 - i. Determining if acceptable entry conditions are present at a confined space where entry is planned.
 - ii. Authorizing entry and overseeing entry operations.
 - iii. Terminating entry as required by this program.
- i. **Hazardous Atmosphere:** An atmosphere that may expose employees to the risk of death, incapacitation, impairment of ability to self-rescue (i.e., escape unaided from a confined space), injury, or acute illness from one or more of the following causes:
 - i. Flammable gas, vapor, or mist more than 10 percent of its lower explosive limit (LEL).
 - ii. Airborne combustible dust at a concentration that meets or exceeds its LEL.
 - iii. Atmospheric oxygen concentration below 19.5 percent or above 23.5 percent.
 - iv. Any other atmospheric condition that is immediately dangerous to life or health.
- j. **Hot Work Permit:** A written authorization to perform operations (for example, riveting, welding, cutting, burning, and heating) capable of providing a source of ignition.
- k. **Immediately Dangerous to Life or Health (IDLH):** Any condition that poses an immediate or delayed threat to life or that would cause irreversible adverse health effects or that would interfere with an individual's ability to escape unaided from a confined space.
- l. **Inerting:** The displacement of the atmosphere in a confined space by a noncombustible gas (such as nitrogen) to such an extent that the resulting atmosphere is noncombustible.
- m. **Non-Permit Confined Space:** A confined space that does not contain or have the potential to contain any hazard capable of causing death or serious physical harm.
- n. **Permit-Required Confined Space (permit space):** A confined space that has one or more of the following characteristics:
 - i. Contains or has a potential to contain a hazardous atmosphere.
 - ii. Contains a material that has the potential for engulfing an entrant.

- iii. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section; or
- iv. Contains any other recognized serious safety or health hazard.
- o. Prohibited Condition:** Any condition in a permit space that is not allowed by the permit during the period when entry is authorized.
- p. Testing:** The process by which the hazards that may confront entrants of a permit space are identified and evaluated. Testing includes specifying the tests that are to be performed in the permit space.

NOTE: Testing is a control measure to protect authorized entrants and determines if acceptable entry conditions are present immediately prior to and during entry.

III. STANDARDS

- a. Occupational Safety and Health Act of 1970
- b. OSHA Regulations
 - i. 29 CFR 1910.146 Permit Required Confined Spaces
 - ii. 29 CFR 1926.1200-1213 Subpart AA
- c. ANSI Safety Standards Z117.1

IV. POLICY

- a. The District will ensure that all confined spaces are properly entered, and that only trained and authorized employees will enter confined spaces.
- b. The District will evaluate its workplace for permit-required confined spaces and inform exposed employees, by posting signs or by other equally effective means, of the existence and location of the danger posed by the permit spaces.
 - i. Employees should treat all confined spaces as “permit-required confined spaces” unless there is documentation stating the space is a non-permit space.
 - ii. A confined space may be classified as a non-permit confined space if the space poses no actual or potential atmospheric hazards and if all hazards within the space are eliminated without entry into the space. The permit space may be classified as a non-permit confined space for as long as the non-atmospheric hazards remain eliminated.

NOTE: The control of atmospheric hazards through forced air ventilation does not constitute elimination of any hazard. Continuous monitoring of air is to take place while inside any confined space area.

- iii. The District will document the basis for determining that all hazards in a permit space have been eliminated, through a certification that contains the date, the location of the space, and the signature of the person making the determination.
- iv. If hazards arise within a non-permit confined space, each employee in the space will exit the space immediately. The District will then reevaluate the space and determine whether it must be reclassified as a permit-required confined space.
- v. No less than two (2) people will be present during entry into a confined space; one as the entrant and one as the attendant. The attendant will never enter the confined space!

NOTE: Until the space can be reevaluated the space will be treated as a permit-required confined space.

- c. The District will take measures to prevent unauthorized entry into confined spaces.
- d. Adherence to the policies and directives contained in this program is mandatory for all employees. Employees failing to follow this program are subject to disciplinary action up to and including termination.

- e. Employees will enter confined spaces ONLY when authorized to do so with a properly completed entry permit and ONLY when all acceptable entry conditions have been met, or upon proper re-classification of the permit space.
 - i. Employees will use a full body harness, with retrieval equipment, in all confined spaces of more than 5 ft. of depth.
- f. The District will provide and maintain all specified equipment required for entry in a permit required confined space as outlined in this program and in the OSHA regulation 29 CFR 1910.146.
- g. When acting as host employer for a contractor performing permit space entry work, the District will:
 - i. Inform contractor of the District's identified permit confined spaces.
 - ii. Inform contractor of the hazards of particular permit spaces and the precautions and procedures implemented for protection of employees in or near permit spaces.
 - iii. Coordinate entry operations with contractors when both will be working in or near permit spaces and debrief contractor after entries.
 - iv. Obtain information from the contractor by which a permit program will be followed and coordinate multiple entry operations.
 - v. Debrief the contractor at the conclusion of the entry regarding any hazards confronted or created in the permit space during the entry operations.
- h. Confined Space Locations**
 - i. Permit-required confined space locations have been identified and may be entered ONLY by following the permit-required procedures established in this program.
 - ii. If the confined space you are going to enter is not on the list of permit-required locations, you will need to evaluate the confined space and determine whether the space is a permit-required confined space or non-permit confined space.
 - iii. Non-permit confined space locations may be entered ONLY by following the non-permit confined space procedures established in this program.
 - iv. A hard copy of the confined space locations will be kept on file by the Human Resources Manager and will be available to all employees upon request.
- i. Confined Space Entry Procedures**
 - i. Set up any needed traffic control.
 - 1. If the entrance to the confined space is in a traffic area, the traffic control will be set up according to the Utah Manual of Uniform Traffic Control Devices (UMUTCD) to adequately protect the confined space entry team from traffic hazards.
 - ii. Evaluate the work area and determine if the area is a confined space.
 - iii. Determine if the confined space is a permit-required or non-permit confined space. Use the list of identified confined spaces to verify whether the space has been identified as a permit-required confined space.
 - iv. Identify and address any potential hazards.
 - v. (Permit-Required Confined Space Only)** Contact the Emergency Rescue Team and let them know when, where, what kind, and why you are entering a permit-required confined space. Follow any instructions the Rescue Team might give.
 - vi. Completely fill out the confined space entry permit.
 - vii. Determine the entry team and assign the appropriate duties (entry supervisor, attendant, and entrant).
 - viii. Identify the specific work that needs to be done in the confined space. If at any time something changes in the assigned work the entrant must exit the confined space to go over and discuss the change in work to be done.
 - ix. Set up and inspect all the appropriate safety equipment (for example ventilation, tripod, barriers, PPE, etc.) needed for the job.
 - x. Test the atmosphere outside the confined space as well as the top, middle, and bottom levels inside the confined space.
 - xi. Go over a plan for all communication practices needed to complete the work in the confined space area.
 - xii. Using continuous monitoring of the atmosphere and wearing all appropriate equipment the entrant may enter the confined space after the entry supervisor determines there to be

- acceptable entry conditions.
- xiii. The entrant(s) must exit immediately if the entry supervisor or attendant requests the entrant(s) exit for any reason they feel necessary.
- xiv. The entry supervisor will ensure that the assigned work was completed and that all entrants are completely out of the confined space before considering the job complete and closing the permit.
- xv. If any problems arise during entry, the entry supervisor should notify the Human Resources Manager and their Division Manager or Manager so that the problem(s) can be assessed and reevaluate the classification of the confined space prior to any future entries.

V. REQUIREMENTS FOR PERMIT-REQUIRED & NON-PERMIT CONFINED SPACES

a. No employee at the District will enter any permit required confined space without a second person present for the duration of the work until the project is complete

b. Pre-Permit Actions

- i. The entrant will complete all pre-permit actions required for entering the confined space, such as atmospheric testing, hazard control, and hazard elimination. The entrant will also have all required equipment on hand, provide for attendant and rescue services, etc.

c. Entry Permit

- i. No employee shall enter a permit space without having properly completed an entry permit signed by an entry supervisor.
- ii. Entry permits can only be signed by an authorized entry supervisor and if any item on the permit is blank or checked as “NO” (meaning not yet completed or available), the permit will not be signed.
- iii. A copy of the entry permit will be placed outside the confined space until the permit has been cancelled by the entry supervisor.
- iv. Permits will be cancelled by the entry supervisor upon completion of the work, or when any prohibited condition arises. Permits cannot be left to expire; they must be cancelled.

NOTE: To show that permits have been cancelled, fill out the post job signatures on the permit. The entry supervisor will sign their portion of the post job signatures at the job site, and the Human Resources Manager will sign their portion when the permit is turned into them.

- v. Cancelled permits must be retained on file for at least one year. The Human Resources Manager will be responsible for retaining the cancelled permits. The Permit Space Program will be reviewed within one year of each entry using these cancelled permits to revise the program as necessary to ensure employees are protected from permit space hazards.

d. Testing and Monitoring

- i. Atmospheric Testing: The atmosphere shall be tested using a calibrated meter that can measure oxygen, combustible gasses, hydrogen sulfide or other toxic gasses that may be present. The person using the gas meter must have training in the meters use and limitations.
 - 1. Deep spaces must be measured every four feet.
 - 2. All readings must be recorded on the permit form.
- ii. Test the space as necessary to determine if acceptable entry conditions exist before beginning entry operations. Initial testing of the atmosphere must be done from outside the confined space prior to any entry. If isolation of the space is not feasible because the space is large or part of a continuous system (such as a pipeline), entry conditions will be continuously monitored where entrants are working.
- iii. Test or monitor the permit space as necessary to determine if acceptable entry conditions are being maintained during entry operations.
 - 1. Parameters for non-hazardous atmospheres are:
 - a. Oxygen between 19.5 and 23.5 percent.
 - b. Lower Explosive Level (LEL) of less than ten percent.
 - c. Toxicity less than the permissible exposure limit (PEL) of 10 parts per million (PPM).

e. Required Equipment

- i. Equipment required for permit-required confined space entry includes equipment required for testing and monitoring; ventilating; communications between the entrant and attendant; and for summoning rescue; personal protection; lighting; barriers and shields for openings; means of ingress and egress; and any other equipment necessary for safe entry and rescue.
- f. **An authorized attendant must be present and always monitoring the entry.**
- g. **Rescue and Emergency Services:**
 - i. Self-rescue will be used when any hazards are identified by the Entrant, Entry Supervisor, or the Attendant.
 - ii. Non-entry rescue is the preferred method for rescue of personnel from a confined space. Employees will not enter any confined space for rescue unless they have been specifically trained and equipped for such rescue.
 - iii. To facilitate non-entry rescue, retrieval systems or methods shall be used whenever an authorized entrant enters a confined space, unless the retrieval equipment would increase overall risk of entry or would not be of value to the rescue.
 - 1. Retrieval System Requirements Are:
 - a. Each entrant shall use a full body harness, with a retrieval line attached at the center of the back near shoulder level, or other appropriate points.
 - b. The other end of retrieval line shall be attached to a mechanical device or fixed point outside the confined space, enabling immediate use. A mechanical device will be used to retrieve personnel from vertical type confined spaces more than five feet deep.
 - c. If rescue should become necessary, the attendant will:
 - i. Notify and summon the rescue team or service, and local police and fire department if necessary.
 - ii. Attempt **non-entry** rescue procedures to the extent possible.
 - iii. Monitor the situation and be ready to give rescuers information on how many victims and their status, what hazards, chemical types, concentrations, etc. are present.
 - iv. Only designated personnel will enter permit spaces for rescue purposes. *Those individuals designated will be listed on the entry permit.* Each designated rescue team member will be trained on:
 - 1. Use of personal protective and rescue equipment necessary for making the rescue from the permit space.
 - 2. Performance of assigned rescue duties and the training required of authorized entrants.
 - 3. Basic first aid and cardiopulmonary resuscitation (CPR) and must hold a current certification in first aid and CPR.

NOTE: Each rescue team member will practice making permit space rescues at least once every 12 months, by means of simulated rescue operations and in spaces representative of the types of permit spaces from which the rescue is to be performed.

- h. **Training:**
 - i. Only a trained and qualified employee may be authorized as an entrant, attendant, entry supervisor, or in-house rescue team member. The training will establish proficiency in the duties required by this program so that the employee acquires the understanding, knowledge, and skills necessary for the safe performance of their duties.
 - ii. Employees assigned duties under this confined space program will receive initial training and annual refresher training. Additional training may also be required when there is a change in assigned duties and whenever a trained supervisor has reason to believe there are deviations from entry procedures or inadequacies in an employee's knowledge or use of this program.

NOTE: Training must be completed before an employee is assigned to ANY duties under this confined space program.

- i. **Duties of an Entrant:**

- i. Know the hazards that may be faced, including the mode, signs, symptoms, and consequences of the exposure.
- ii. Properly use equipment as required.
- iii. Communicate with the attendant as necessary to enable the attendant to monitor entrant status and to alert entrants of the need to evacuate the space.
- iv. Alert the attendant whenever the entrant recognizes any warning sign or symptoms of exposure to a dangerous situation or detects a prohibited condition.
- v. Exit from the permit space as quickly as possible whenever:
 - 1. An order to evacuate is given by the attendant or the entry supervisor.
 - 2. The entrant recognizes any warning signs or symptoms of exposure to a dangerous situation or detects a prohibited condition.

j. Duties of an Attendant

- i. Know the hazards that may be faced during entry, including the mode, signs, symptoms, and consequences of the exposure.
- ii. Be aware of the possible behavioral effects of hazard exposure.
- iii. Continuously maintain an accurate count and identity of authorized entrants.
- iv. Remain outside the confined space during entry operations until relieved by another attendant.
- v. Communicate with entrants as necessary to monitor entrant status and to alert entrants of the need to evacuate.
- vi. Monitor activities inside and outside the space to determine if it is safe for entrants to remain in the space and order evacuation when necessary.
- vii. Summon rescue and emergency services when exit assistance is necessary.
- viii. Take the following actions when unauthorized persons approach or enter a permit space while entry is underway:
 - 1. Warn them to stay away or exit immediately if they have entered.
 - 2. Inform the entrants and entry supervisor if unauthorized persons enter the permit space.
- ix. Perform non-entry rescues as specified in this policy.
- x. Perform no duties that might interfere with their primary duty to monitor and protect authorized entrants.

k. Duties of an Entry Supervisor:

- i. Know the hazards that may be faced during entry, including the mode, signs, symptoms, and consequences of the exposure.
- ii. Verify that acceptable conditions for entry exist before endorsing the permit and allowing entry to begin.
- iii. Terminate the entry and cancel the permit when entry operations are complete, or a prohibited condition arises.
- iv. Verify that rescue services are available and the means for summoning them are operable.
- v. Remove unauthorized individuals who enter or who attempt to enter the confined space.
- vi. Determine, whenever reasonable and at appropriate intervals, that acceptable entry conditions are maintained.

CHAPTER 14

ELECTRICAL SAFETY

I. PURPOSE

The purpose of this policy is to establish safe work practices that are intended to prevent electric shock or other injuries resulting from either direct or indirect electrical contacts when work is performed near or on equipment or circuits which are or may be energized and to comply with the OSHA Standard on electrical safe work practices 29 CFR 1910.331 through 1910.335 and NFPA 70E.

II. DEFINITIONS

- a. Qualified Person a person permitted to work on or near exposed energized parts who have been trained in and familiar with:
 - i. The skills and techniques necessary to distinguish exposed live parts from other parts of electric equipment.
 - ii. The skills and techniques necessary to determine the nominal voltage of exposed live parts.
 - iii. The knowledge, skills, and techniques to work safely on energized circuits
 - iv. The proper use of special precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools including Lockout/Tagout, and other specialized training required by the District.
- b. Unqualified Person - means a person with little or no training in avoiding the electrical hazards of working on or near exposed energized parts.
- c. On or Near- means close enough to exposed parts (by either personal contact or contact by tools or materials) for an employee to be exposed to any hazard they present.

III. STANDARDS

- a. Occupational Safety and Health Act of 1970
- b. OSHA Regulations
 - i. 29 CFR 1926 Subpart K
- c. NFPA 70 E – Standard for Electrical Safety in the workplace

IV. POLICY

- a. This policy applies to both Qualified persons and Unqualified persons (See the definitions above) who are working on, near, or with the following electrical installations:
 - i. Premises Wiring. Installations of electrical conductors and equipment within or on buildings or other structures, and on other premises such as yards, parking and other lots and industrial substations.
 - ii. Wiring For Connection To Supply. Installations of conductors that connect to the supply of electricity
 - iii. Other Wiring. Installations of other outside conductors on the premises.
 - iv. Optical Fiber Cable. Installations of optical fiber cable where such installations are made along with electrical conductors.

v. Exposed Energized Parts. Installations that involve work performed by persons on or near exposed energized parts.

b. General Requirement

i. Appropriate safe work practices will be employed to prevent electric shock or other injuries resulting from either direct or indirect electrical contacts when work is performed near or on equipment or circuits that are or may be energized. Those specific work practices will be consistent with the nature and extent of the associated electrical hazards.

c. Work on or Near De-Energized Electrical Parts

i. Live parts to which an employee may be exposed will be deenergized before any employee works on or near them, unless deenergizing will introduce additional or increased hazards or is not feasible due to equipment design or operational limitations (See below for examples).

Live parts that operate at less than 50 volts to ground need not be deenergized if there will be no increased exposure to electrical burns or to explosion due to electric arcs.

1. Examples of increased or additional hazards include interruption of life support equipment, deactivation of emergency alarm systems, shutdown of hazardous location ventilation equipment, or removal of illumination for an area.
2. Examples of work that may be performed on or near energized circuit parts because of infeasibility due to equipment design or operational limitations include testing of electric circuits that can only be performed with the circuit energized and work on circuits that form an integral part of a continuous process that would otherwise need to be completely shut down to permit work on one circuit or piece of equipment.

- d. Whenever any employee is exposed to contact with parts of fixed electric equipment or circuits that have been deenergized, the circuits energizing the parts will be properly locked out.
- e. Safe procedures for deenergizing circuits and equipment will be determined before circuits or equipment are deenergized and outlined in detailed process standard operating procedures (SOP's).
- f. The circuits and equipment to be worked on will be disconnected from all electric energy sources. Control circuit devices, such as push buttons, selector switches, and interlocks, may not be used as the sole means for deenergizing circuits or equipment. Interlocks for electric equipment may not be used as a substitute for lockout procedures.
- g. Stored electric energy that might endanger personnel will be released before starting work. Capacitors shall be discharged, and high capacitance elements shall be short-circuited and grounded, if the stored electric energy might endanger personnel.
- h. Stored non-electrical energy in devices that could reenergize electric circuit parts will be blocked or relieved to the extent that the circuit parts could not be accidentally energized by the device.
- i. No work will be performed on or near deenergized live parts, circuits, or equipment until their deenergized condition has been verified. Verification of the deenergized condition will be made as follows:
- i. A qualified person will operate the equipment operating controls or otherwise verify that the equipment cannot be restarted.
 - ii. A qualified person will use test equipment to test the circuit elements and electrical parts of equipment to which employees will be exposed and will verify

- that the circuit elements and equipment parts are deenergized.
- iii. The test shall also determine if any energized condition exists because of inadvertently induced voltage or unrelated voltage back feed even though specific parts of the circuit have been deenergized and presumed to be safe.
- j. Before any circuit or equipment is reenergized (even temporarily) the following requirements will be met in the order listed:
- i. A qualified person will conduct tests with multimeters or a test pen and visual inspections, as necessary, to verify that all tools, electrical jumpers, shorts, grounds, and other such devices have been removed, so that the circuits and equipment can be safely energized.
 - ii. Employees exposed to the hazards associated with reenergizing the circuit or equipment will be warned to stay clear of circuits and equipment.
 - iii. Each lock will be removed by the employee who applied it or under his or her direct supervision.
 - iv. If an employee is absent from the workplace, then the lock may only be removed if it is certain that the employee who applied the lock is not available at the workplace, and that a legitimate attempt to contact the employee is made by a supervisor to determine the status of the work underway. If the employee who placed the lock cannot be contacted the supervisor must follow all safety precautions in conducting the necessary repairs once they determine that it is necessary to remove the lock and proceed.
 - v. There will be a visual determination that all employees are clear of the circuits and equipment.
- k. **Work On or Near Exposed Energized Parts**
- i. In those cases where the exposed live parts are not deenergized, either because of increased or additional hazards or because of infeasibility due to equipment design or operational limitations, other safety-related work practices must be used to protect employees who may be exposed to the electrical hazards involved. The work practices used must protect employees against contact with energized circuit parts directly with any part of their body or indirectly through some other conductive object or where employees are near enough to be exposed to any hazard they present.
 - ii. Only qualified persons may work on electric circuit parts or equipment that, has not been deenergized. These employees must be familiar with the proper use of special precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools.
 - iii. When protective measures are provided such as guarding, isolating, or insulating, those precautions shall prevent employees from contacting such lines directly with any part of their body or indirectly through conductive materials, tools, or equipment.
 - iv. Only qualified employees will be permitted to install insulating devices on overhead power transmission or distribution lines.
 - v. Whenever an employee is working near overhead lines, the location will be such that the person and the longest conductive object he or she may contact cannot come closer than ten feet to the unguarded overhead energized part or line or use a dedicated spotter. .
 - vi. Whenever an unqualified employee is working on the ground in the vicinity of overhead lines, the person may not bring any conductive object closer to unguarded, energized overhead lines than the distances given above.
 - vii. Any vehicle or mechanical equipment capable of having parts of its structure ele-

vated near energized overhead lines will be operated so that a clearance of 10 ft. (305 cm) is maintained

- viii. Employees may not enter spaces containing exposed energized parts unless illumination is provided that enables the employees to perform the work safely.
- ix. Where lack of illumination or an obstruction precludes observation of the work to be performed, employees may not perform tasks near exposed energized parts.
- x. Employees must not reach blindly into areas which may contain energized parts.
- xi. Whenever an employee works in a confined or enclosed space (such as a manhole or vault) that contains exposed energized parts, they must be provided with, and will use, protective shields, protective barriers, or insulating materials as necessary to avoid inadvertent contact with those parts.
- xii. Conductive materials and equipment that are in contact with any part of an employee's body will be handled in a manner that will prevent them from contacting exposed energized conductors or circuit parts.
- xiii. Whenever an employee must handle long dimensional conductive objects (such as ducts and pipes) in areas with exposed live parts, appropriate work practices (such as the use of insulation, guarding and material handling techniques) shall be instituted which will minimize the hazard.
- xiv. Only wooden ladders or ladders with nonconductive siderails will be used where the employee or the ladder could contact exposed energized parts.
- xv. Conductive articles of jewelry and clothing (such as watch bands, bracelets, rings, keychains, necklaces, metalized aprons, cloth with conductive thread, or metal headgear) may not be worn if they might contact exposed energized parts. However, such articles may be worn if they are rendered nonconductive by covering, wrapping, or other insulating means.
- xvi. Where live parts present an electrical contact hazard, employees may not perform housekeeping duties at such close distances to the parts that there is a possibility of contact, unless adequate safeguards (such as insulating equipment or arrears) are provided.
- xvii. Electrically conductive cleaning materials (including conductive solids such as steel wool, metalized cloth, and silicon carbide, as well as conductive liquid solutions) may not be used in proximity to energized parts unless appropriate procedures are followed that will prevent electrical contact.
- xviii. Only a qualified person following the requirements of the procedures set forth in this section of the policy may defeat an electrical safety interlock and then only temporarily while he or she is working on the equipment.
- xix. The interlock system will be returned to its operable condition when such work is completed.

1. Portable Electric Equipment

- i. All cord- and plug- connected electric equipment, flexible cord sets (extension cords), and portable electric equipment will be handled in a manner that will not cause damage.
- ii. Flexible electric cords connected to equipment may not be used for raising or lowering the equipment.
- iii. Flexible cords may not be fastened with staples or otherwise hung in such a fashion that could damage the outer jacket or insulation.
- iv. Portable cord- and plug- connected equipment and flexible cord sets (extension cords) shall be visually inspected before use for missing pins, or damage to the outer jacket or insulation) and for evidence of possible internal damage (such as pinched or crushed outer jacket). However, cord- and plug- connected equipment

and flexible cord sets (extension cords) which remain connected once they are put in place and are not exposed to damage need not be visually inspected until they are relocated.

- v. If there is a defect or evidence of damage that might expose an employee to injury, the defective or damaged item will be removed from service, and no employee may use it until necessary repair and tests have been made to render the equipment safe.
- vi. Whenever an attachment plug is to be connected to a receptacle (including any on a cord set), the relationship of the plug and receptacle contacts will first be checked to ensure that they are of proper mating configurations.
- vii. A flexible cord used with grounding-type equipment will contain an equipment grounding conductor.
- viii. Attachment plugs and receptacles may not be connected or altered in a manner that would prevent proper continuity of the equipment grounding conductor at the point where plugs are attached to receptacles. Additionally, those devices may not be altered to allow the grounding pole of a plug to be inserted into slots intended for connection to the current carrying conductors.
- ix. Adapters that interrupt the continuity of the equipment grounding connection may not be used.
- x. Portable electric equipment and flexible cords used in highly conductive work locations (such as those inundated with water or other conductive liquids), or in job locations where employees are likely to contact water or conductive liquids must be inspected prior to each use.
- xi. Employees' hands may not be wet when plugging and unplugging flexible cords and plug-connected equipment if energized equipment is involved.
- xii. Energized plug and receptacle connections may be handled only with insulating protective equipment if the condition of the connection could provide a conducting path to the employee's hand (if, for example, a cord connector is wet from being immersed in water).
- xiii. Locking-type connectors will be properly secured after connection.

m. Electric Power and Lighting Circuits

- i. Load rated switches, circuit breakers, or other devices specifically designed as disconnecting means will be used for the routine opening, reversing, or closing of circuits under load conditions.
- ii. Cable connectors not of the load-break type, fuses, terminal lugs, and cable splice connections may not be used for such purposes, except in an emergency.
- iii. After a circuit is deenergized by a circuit protective device, the circuit may not be manually reenergized until it has been determined that the equipment and circuit can be safely energized. However, when it can be determined from the design of the circuit and the overcurrent devices involved that the automatic operating of a device was caused by an overload, connected equipment is needed before the circuit is reenergized.
- iv. Repetitive manual reclosing of circuit breakers or reenergizing circuits through replaced fuses is prohibited.
- v. Overcurrent protection of circuits and conductors may not be modified, even on a temporary basis, beyond that allowed by the OSHA standard regulating the installation safety requirements for overcurrent protection (See 29 CFR 1910.304 (e)).

n. Test Instruments and Equipment

- i. Only qualified persons may perform testing work on electric circuits or equipment.
- ii. Test instruments and equipment and all associated test leads, cables, power cords, probes, and connectors will be visually inspected for external defects and damage before the equipment is used. If there is a defect or evidence of damage that might expose an employee to injury, the defective or damaged item will be removed from service, and no employee may use the item until necessary repairs and tests to render the equipment safe have been made.
- iii. Test instruments and equipment and their accessories will be rated for the circuits and equipment to which they will be connected and will be designed for the environment in which they will be used.

o. Flammable or Ignitable Material

- i. In those situations where flammable materials are present only occasionally, electric equipment capable of igniting them will not be used, unless measures are taken to prevent hazardous conditions from developing.
- ii. Flammable materials include, but are not limited to flammable gases, vapors, or liquids; combustible dust and ignitable fibers or flyings.
- iii. In those situations where flammable vapors, liquids, gases, combustible dusts, or fibers are (or may be) present on a regular basis, the electrical installation requirements contained in the OSHA standard regulating hazardous locations must be observed (See 29 CFR 1910.307).

p. Personal Protection Safeguards

- i. Employees working in areas where there are potential electrical hazards will be provided with, and will use, electrical protective equipment that is appropriate for the specific parts of the body to be protected and for the work to be performed. This equipment may include rubber protective equipment such as insulating gloves, blankets, hoods, line hose, sleeves, and matting for use around electric apparatus.
- ii. Protective equipment will be maintained in a safe, reliable condition and will be periodically inspected and tested.
- iii. If the insulating capability of protective equipment may be subject to damage during use, the insulating material shall be protected. For example, an outer covering of leather can be used for the protection of rubber insulating material.
- iv. Employees will wear nonconductive head protection wherever there is a danger of head injury from electric shock or burns due to contact with exposed energized parts.

- v. Employees will wear protective equipment for the eyes or face wherever there is danger of injury to the eyes or face from electric arcs or flashes or from flying objects resulting from electrical explosion.
- vi. When working near exposed energized conductors or circuit parts, each employee will use insulated tools or handling equipment if the tools or handling equipment might contact such conductors or parts. If the insulating capability of insulated tools or handling equipment is subject to damage, the insulating material will be protected.
- vii. Fuse handling equipment, insulated for the circuit voltage, will be used to remove, or install fuses when the fuse terminals are energized.

- viii. Ropes and handlines used near exposed energized parts shall be nonconductive.
- ix. Protective shields, protective barriers, or insulating materials will be used to protect each employee from shock, burns, or other electrically related injuries while that employee is working near exposed energized parts which might be accidentally contacted or where dangerous electric heating or arcing might occur.
- x. When normally enclosed live parts are exposed for maintenance or repair, they will be guarded to protect unqualified persons from contact with their live parts.
- xi. Alerting techniques will be used to warn and protect employees from hazards which could cause injury due to electric shock, burns, or failure of electric equipment parts as follows:
 - 1. Safety Signs and Tags: Safety signs, safety symbols, or accident prevention tags will be used where necessary to warn employees about electrical hazards which may endanger them.
 - 2. Barricades: Barricades will be used in conjunction with safety signs where it is necessary to prevent or limit employee access to work areas exposing employees to uninsulated energized conductors or circuit parts. Conductive barricades may not be used where they might cause an electrical contact hazard.
 - 3. Attendants: If signs and barricades do not provide sufficient warning and protection from electrical hazards, an attendant will be stationed to warn and protect employees.

V. TRAINING

- a. Appropriate training will be provided for those employees who face a risk of electric shock in the form of classroom and on the job instruction.
- b. Each employee required to be trained will become familiar with the safe work practices required by this policy and those sections of the OSHA Electrical Standard that pertain to their respective job assignment(s).
- c. Qualified persons (i.e., those persons permitted to work on or near exposed energized parts) will, at a minimum, be trained in the following:
 - i. The skills and techniques necessary to distinguish exposed live parts from other parts of electric equipment,
 - ii. The skills and techniques necessary to determine the nominal voltage of exposed parts, and

The degree of training will be determined by the risk likely to be encountered by the employee. The training given to “qualified persons” will be documented.

CHAPTER 15

ENERGY CONTROL PROGRAM LOCKOUT/TAGOUT (OSHA 29 CFR 1910.147)

I. PURPOSE

- a. The purpose of the energy control lockout/tagout (LOTO) program is to protect employees from injury caused by the unexpected energization, start up, or release of stored energy while performing service or maintenance on a system or piece of equipment.

II. DEFINITIONS

- a. **Affected employee:** An employee whose job requires them to operate or use a machine or piece of equipment on which servicing, or maintenance is being performed under LOTO, or whose job requires them to work in an area in which such servicing or maintenance is being performed.
- b. **Authorized employee:** An employee who is certified by the District to lock out or tag out machines or equipment to perform servicing or maintenance on that machine or piece of equipment.
- c. **Energized:** Connected to an energy source or containing residual or stored energy.
- d. **Energy isolating device:** A mechanical device that physically prevents the transmission or release of energy, including but not limited to the following: A manually operated electrical circuit breaker, a disconnect switch, a manually operated switch by which the conductors of a circuit can be disconnected from all ungrounded supply conductors and, in addition, no pole can be operated independently; a line valve; a block; and any similar device used to block or isolate energy. Push buttons, selector switches and other control circuit type devices are not energy isolating devices.

III. STANDARDS

- a. Occupational Safety and Health Act of 1970
- b. OSHA Regulations
 - i. 29 CFR 1910.147 The Control Hazardous Energy
- c. NFPA 70 E – Standard for Electrical Safety in the workplace

IV. RESPONSIBILITY

- a. Only trained and authorized employees may perform LOTO procedures.
- b. LOTO devices such as an individually keyed lock in conjunction with a tag, hasp, or plugout are to be used by employees during the LOTO procedures. Locks and tags must have the name of the employee performing the LOTO procedure, the date LOTO was performed and be labeled “Do Not Remove” or “Do Not Operate”.

V. POLICY

- a. **General Sequence for LOTO Procedure**
 - i. Preparation for Shutdown: Before an authorized or affected employee turns off equipment or works on an energized system the authorized employee must have knowledge of (must determine) the types and magnitude of the energy, the hazards of the energy to be controlled, and the method or means to control the energy.
 - ii. Equipment or Circuit Shutdown: To place the equipment or system in a state that will permit employees to work on it safely, it must be turned off or shut down using established procedures. Typically, the equipment or circuit is shut down by the “normal stopping means,” or by following established run-down procedures. Commonly, shut down

is accomplished with the “Power On/Off” or “Start/Stop” switch or button. With computer operated systems remote shut down at a computer workstation or programmable logic controller (PLC) may also be required.

- iii. Machine Isolation: All energy isolating devices that are needed to control the energy to the equipment or system must be physically located and operated so that the equipment or system is isolated from its energy source(s). Isolating devices should be placed in the off or safe position, breakers, disconnects, and knife switches are opened. Valves that control hydraulic, pneumatic, chemical, or thermal energy systems are closed. If necessary, mechanical power transmission devices such as chains, belts, shafts, gear, and drives are disconnected or removed.
- iv. Lockout/Tagout Device Application: Isolating devices must then be locked or tagged out by the authorized employee(s) using individual locks and tags. Locks and tags must be attached to the energy isolating devices to hold it in a safe or off position and physically prevent its operation. Tagout devices (tags) must be affixed in a manner that indicates movement of the isolating device from the safe or off position is prohibited.
- v. Stored Energy Release/Restraint: After locks and tags are applied all potentially hazardous residual energy sources must be relieved, disconnected, restrained, or otherwise rendered safe.
- vi. Verification: Before beginning maintenance work the operator must verify that isolation and de-energization have been effectively accomplished. Visual inspections and testing instruments may need to be used. The operator should also attempt to start the equipment or system at the operating controls.

NOTE: Return all operating controls to the “off” or “stop” position after test.

- vii. Extended LOTO: If there is a shift change before equipment can be restored to service, the LOTO must remain. If the task is reassigned to the next shift, those affected employees must LOTO before the previous shift may remove their lock and tag.
- viii. Complete the maintenance or service work.
- ix. In the preceding sequence, if more than one employee is assigned to a task requiring a LOTO, each employee must place their own LOTO device on the energy source and verify a zero-energy state.

NOTE: The exception to the LOTO procedures is for troubleshooting or testing equipment.

b. Release From Lockout/Tagout

- i. Before LOTO devices are removed and energy restored to the equipment, the following actions shall be taken:
 - 1. The work area shall be thoroughly inspected to ensure that nonessential items have been removed and equipment components, such as guards, are in place and operational.
 - 2. The work area shall be checked to ensure that all employees have been safely positioned or removed. Before LOTO devices are removed, the affected employees will be notified of the removal.
 - 3. Each LOTO device will be removed by the employee who applied the device.

c. Management Removal of Lockout/Tagout Device

- i. The individual who places a LOTO device on an energy source is the only one permitted to remove it. However, if an individual does not remove the LOTO device before leaving district employment, all attempts must be made by the appropriate manager to contact that individual to arrange for the LOTO device removal. If the individual is unavailable, a LOTO device can only be removed after a physical inspection by an authorized individual; to determine that all work has been completed and the safety of the equipment or system is ensured.

- ii. **Unauthorized removal of LOTO device is not permitted. Infraction of this rule may result in disciplinary action up to and including termination.**

VI. TRAINING

- a. Authorized employees, maintenance personnel, and affected Managers shall be trained to use the proper LOTO procedures. The training shall be conducted prior to any LOTO work being performed by the employee. Refresher training will be given annually thereafter.
- b. Affected employees shall be trained on the use of proper LOTO procedures but are instructed not to perform LOTO procedures unless imminent danger is present, and no authorized employee is present. Affected employees are also instructed not to remove LOTO devices from equipment. The training will be conducted prior to being exposed to any LOTO work. Refresher training will be given annually thereafter.
- c. All employees who are not designated as authorized or affected employees shall be instructed not to remove any LOTO device placed on equipment.

DRAFT

CHAPTER 16

HEAVY EQUIPMENT OPERATION

I. PURPOSE

- a. This policy is intended to reduce the risk of work-related injury or fatality by standardizing safety procedures followed during heavy equipment operation. Magna Water District recognizes the hazards associated with the operation of heavy equipment and has developed this policy in response to those risks.
- b. This policy applies to all heavy equipment that may be propelled by gasoline, propane, diesel, or electrical power. Heavy equipment used in District operations includes.
 - i. Aerial lifts
 - ii. Backhoes
 - iii. Dump trucks
 - iv. Excavators
 - v. Forklifts
 - vi. Front end loaders
 - vii. Mini-excavators and attachments
 - viii. Scissor lifts
 - ix. Skid steer loaders

II. DEFINITIONS

- a. **Attachments:** Specialized removable equipment that may be required to perform a specialized function or task.
- b. **Authorization:** District permission to operate specific equipment or perform certain duties in reference to an employee's assignment. Authorization may be granted by management, the Human Resources Manager, or other authorized, competent person.
- c. **Certification:** Documentation proving the successful completion of a course of training. Certification may be a requirement for authorized or competent person designation.
- d. **Competent Person** – Person who by possession of a recognized degree in an applicable field or a certificate of professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated the ability to solve or resolve problems relating to the subject matter and work.
- e. **Pre-use Inspection** – Required inspection of equipment completed prior to the operation of equipment to verify a safe operating condition exists.

III. STANDARDS

- a. Occupational Safety and Health Act of 1970
- b. OSHA Regulations
 - i. 29 CFR 1926.600 Equipment
- c. **Competent Person (Equipment Trainer):**
 - i. Train and evaluate equipment operators in classroom instruction, hands-on demonstrations.
 - ii. Be knowledgeable and experienced in the operation of the equipment and be able to train operators of that equipment.
 - iii. Document evaluations and training.
 - vi. All personnel not within a guarded enclosure must stay clear of loading opera-

tions. Drivers of trucks being loaded must remain in the cab, if it is equipped with overhead protection, or remain well clear of the operation.

d. Servicing and Maintenance of Heavy Equipment

If at any time heavy equipment is found to need repair, is defective, or in any way unsafe, the machine will be taken out of service until it has been restored to safe operating condition.

- i. Fuel tanks must not be filled while the engine is running.
- ii. Spillage of oil or fuel must be carefully washed away or completely evaporated and the fuel tank cap replaced before restarting engine.
- iii. No equipment will be operated with a leak in the fuel system until the leak has been repaired.
- iv. All repairs will be made by authorized personnel.
- v. Those repairs to the fuel and ignition systems of equipment which involve fire hazards will be conducted only in locations designated for such repairs.
- vi. Equipment in need of repairs to the electrical system will have the battery disconnected prior to such repairs.
- vii. All parts will be replaced by parts equivalent with those used in the original design.
- viii. Equipment will be inspected before being placed in service and will not be placed in service if the inspection shows any unsafe condition. Inspections will be made at least daily.
- ix. Heavy equipment will be kept in a clean condition, free of excess oil, and grease.
- x. Noncombustible agents should be used for cleaning equipment. Precautions regarding toxicity, ventilation, and fire hazard will be undertaken based upon the recommendations in the SDS sheet for the agent or solvent used.
- xi. Scraper blades, end-loader buckets, dump bodies, etc., will be either fully lowered or blocked when being repaired or when not in use. All controls will be in a neutral position, with motors stopped, and brakes set unless work being performed requires otherwise.
- xii. Whenever the equipment is parked, the parking brake will be set. Equipment parked on inclines will have the wheels chocked and the parking brake set.
- xiii. All equipment will comply with the OSHA requirements when working or being moved in the vicinity of power lines or energized transmitters.

e. Additional Heavy Equipment Safety Guidelines

Many injuries involving heavy equipment do not occur to the operator but are inflicted on ground personnel working in or around the vicinity of moving machines.

Always be aware of the location of personnel working near your machine. Heavy equipment operations frequently require the aid of ground personnel who should be thoroughly familiar with the procedures of your operation and the capabilities of the machine; usual operating procedures should not be changed without first notifying ground personnel.

Never assume that your assigned ground workers will watch out for themselves. Always know your ground personnel's location, if they are not visible to you, **DO NOT MOVE THE MACHINE OR ANY IMPLEMENTS!**

- i. Read the operators manual and operate the machine only if trained and considered competent to do so.
- ii. Wear appropriate clothing and personal protective equipment for the job. Hear-

- ing protection is recommended for operating many types of heavy equipment.
- iii. Do a walk around to make sure the area is clear before moving the machine.
 - iv. Do not climb on the machine where hand and foot holds have not been provided. Use a three-point climbing technique whenever entering, exiting, or servicing the machine.
 - v. Start machine only while sitting in the operator's seat and when all personnel are clear.
 - vi. Ensure all controls are in the neutral position before starting the machine.
 - vii. Keep tires properly inflated. Improper inflation may cause the machine to tip over under load.
 - viii. Heavy equipment machines are required to have a seat belt and rollover protection (ROPS).
 - ix. Always use the seat belt.
 - x. Keep the load as low as possible while traveling; reduce speed when making a turn. Keep speeds low on rough terrain. Bouncing, bucking, or side hopping because of excessive speed may cause loss of control of the machine.
 - xi. Check for overhead lines or obstructions before raising any overhead implement.
 - xii. Do not allow the tires to spin when picking up or pushing a load.
 - xiii. Do not walk, work, or allow personnel under any raised part of heavy equipment.
 - xiv. Do not under-cut a bank which is higher than the machine.
 - xv. Use extreme caution when approaching or operating near excavations, the weight or vibration of the machine may cause the edges to collapse.
 - xvi. Dust suppression and control is required where dust seriously limits visibility.
 - xvii. Wear respiratory protection when needed.
 - xviii. Pre-wet soil to make loading easier and to aid in dust control.
 - xix. In tight turns, make sure the machine has clearance in front and rear if equipped with rear implements.
 - xx. Keep operator's compartment free of clutter and all controls free of oil and grease. Personal tools or equipment must be secured.
 - xxi. When excavations approach the estimated location of underground utilities, the exact location must be determined and marked.
 - xxii. Wherever equipment operations encroach on a public thoroughfare, a system of traffic controls must be used.
 - xxiii. Flaggers are required at all locations where barricades or warning signs cannot control moving traffic.
 - xxiv. Never use an elevating part of heavy equipment as a man-lift.

VI. TRAINING

a. Training Program Implementation

Trainees may operate heavy equipment only:

- i. Under the direct supervision of persons who have the knowledge, training, and experience to train operators and evaluate their competence.
- ii. Where such operation does not endanger the trainee or other employees.

Training will consist of a combination of formal instruction (e.g., lecture, discussion, interactive computer learning, video, written material), practical training (demonstrations performed by the trainer and practical exercises performed by the trainee), and evaluation of the operator's performance on the jobsite.

b. Training Program Content

- i. Heavy equipment operators must receive initial training in the following topics. All training documentation will be maintained by the Human Resources Manager.

c. Equipment-Related Topics

- i. Operating instructions, warnings, and precautions for the types of equipment the operator will be authorized to operate.
 - i. Employee will read and understand the Operators Manual and any other safety information provided by the manufacturer of the equipment.
 - ii. Trainer will review this information with the trainee and should incorporate additional information based on previous experiences with the equipment.
- ii. Differences between the equipment and an automobile (e.g., turn radius, braking ability, visibility of surroundings, blind spots, etc.)
- iii. Equipment controls and instrumentation; where they are located, what they do, and how they work.
- iv. Engine or motor operation.
- v. Steering and maneuvering.
- vi. Visibility (including restrictions due to loading).
- vii. Implement and attachment adaptation, operation, and use limitations.
- viii. Equipment capacity.
- ix. Vehicle stability.
- x. Any equipment inspection and maintenance that the operator will be required to perform.
- xi. Refueling
- xii. Operating limitations.
- xiii. Any other operating instructions, warnings, or precautions.

d. Workplace-Related Topics

- i. Surface conditions where the equipment will be operated.
- ii. Composition of loads to be carried and load stability.
- iii. Load maneuvering, loading, and unloading.
- iv. Pedestrian traffic in areas where the equipment will be operated.
- v. Confined space areas and other restricted places where equipment will be operated.
- vi. Ramps and other sloped surfaces that could affect the vehicle's stability.
- vii. Closed environments and other areas where insufficient ventilation or poor vehicle maintenance could cause the buildup of carbon monoxide or diesel exhaust.
- viii. Other unique or potentially hazardous environmental conditions in the workplace that could affect safe operation.

e. Refresher Training and Evaluation

- i. Refresher training, including an evaluation of the effectiveness of that training, must be conducted as required below to ensure that the operator has the knowledge and skills needed to operate the heavy equipment. Refresher training in relevant topics will be provided to the operator when:
 - i. The operator has been observed to operate the equipment in an unsafe manner.
 - ii. The operator has been involved in an accident or near-miss incident.
 - iii. The operator is assigned to operate a different type of equipment.
 - iv. A condition on the job-site changes in a manner that could affect safe operation of the equipment.

CHAPTER 17

Fall Protection

I. PURPOSE

- i. To protect employees by reducing the risk of injury or fatality from falls, whether from height or on the same level.
- ii. An employee must be protected from falling when working on a surface that has an unprotected side or edge which is 6 feet or more above an adjacent lower level or when working from aerial lifts or other elevated work platforms and lifts. In each of these cases, the fall hazards must be evaluated to determine the preferable method to protect the employee. When considering what type of fall protection to use, the following hierarchy of remedies, in order of preference, should be considered:
 1. Elimination of the fall hazard by bringing the work to ground level
 2. Use of passive fall protection systems such as guard rails
 3. Fall restraint which prevents a person from reaching a fall hazard
 4. Fall arrest which utilizes equipment to stop a fall after it occurs
 5. Administrative controls which use work practices or procedures to signal or warn a worker to avoid approaching a fall hazard.

II. STANDARDS

- i. Occupational Safety and Health Act of 1970
- ii. OSHA Regulations
 1. 29 CFR 1910 Subpart D Walking-Working Surfaces
 2. 29 CFR 1910.132 Personal Protective Equipment
 3. 29 CFR 1926 Subpart M Fall Protection in Construction

III. POLICY

1. District Safety Committee Members must conduct regular inspections to identify slip, trip and fall hazards and to ensure walking and working surfaces are maintained in a safe condition.

2. All areas of a workplace and walking and working surfaces must be kept clean, orderly and in sanitary condition and to the extent feasible, dry.
3. All work performed from elevated surfaces including roofs, building ledges, mobile lifts, scaffolding and other work platforms shall be in accordance with this policy and with the following Fall Protection Program

i. Tripod Access Systems

1. Tripod access systems are used by District personnel in vertical confined space situations where ingress and egress are made more difficult by the configuration of the confined space, availability of ladders, or the types of hazards present. Tripods may be used for fall protection, access, and retrieval, or both.
2. **Training**
 - a. It is the responsibility of the District to assure that tripod users are made familiar instructions and trained by a competent person. If the tripod is to be used for confined space applications, the user must also be trained in accordance with the requirements of OSHA regulation 29 CFR 1910.146 and ANSI Z117.1.
 - b. Training must be conducted without undue exposure of the trainee to hazards.
 - c. The effectiveness of training should be periodically assessed (at least annually) and the need for more training or retraining determined.

3. Inspections

- a. Inspect the tripod prior to each use to verify that it is in serviceable condition. Each inspection should examine the tripod for severe wear, missing or broken elements, corrosion, or other damage.
- b. A formal inspection should be conducted every six months by a competent person who is not the regular user.
- c. Do not use the tripod if the inspection reveals an unsafe condition

ii. Rescue Plans and Equipment

1. Workers cannot stay suspended for long and are at risk of reduced blood flow, oxygen deprivation, brain damage, cardiac arrest, and death. According to the American National Standards Institute (ANSI) Standard Z359, rescue should be completed within six minutes of a fall arrest. All workers using fall arrest systems must be monitored and promptly rescued in the event of a fall. In addition to rescue equipment available onsite, use of self-rescue devices are recommended.
2. Fall arrest rescue equipment that needs to be available onsite when fall arrest equipment are used include:
 - a. Ladders
 - b. Rescue poles
 - c. Rescue ropes
 - d. Rescue winch
 - e. Crane
 - f. Aerial lift
 - g. Scaffold
 - h. Lifting or lowering device

iii. **Controlled Access Zones**

1. A Last Resort When using the fall protection plan to implement the fall protection options available, workers must be protected through limited access to high hazard locations. Before any non-conventional fall protection systems are used as part of the work plan, a controlled access zone (CAZ) shall be clearly defined by the competent person as an area where a recognized hazard exists. The competent person shall communicate the demarcation of the CAZ in a recognized manner, through either signs, wires, tapes, ropes, or chains.
2. The District shall take the following steps to ensure that the CAZ is clearly marked or controlled by the competent person:
 - a. All access to the CAZ must be restricted to authorized entrants.
 - b. All workers who are permitted in the CAZ shall be listed in the appropriate sections of the fall protection plan (or be visibly identifiable by the competent person) prior to implementation.

- c. The competent person shall ensure that all protective elements of the CAZ be implemented prior to the beginning of work.

iv. **Ladder Systems**

1. The following rules apply to all ladders:
 - a. Ensure ladders are free of oil, grease, and other slipping hazards.
 - b. Do not load ladders beyond their maximum intended load rating nor beyond their manufacturer's rated capacity.
 - c. Use ladders only for their designed purpose.
 - d. Use ladders only on stable and level surfaces unless secured to prevent accidental movement.
 - e. Do not use ladders on slippery surfaces unless secured or provided with slip resistant feet to prevent accidental movement. Do not use slip resistant feet as a substitute for exercising care when placing, lashing, or holding a ladder upon slippery surfaces.
 - f. Secure ladders placed in areas such as passageways, doorways, or driveways. Secure ladders where they can be displaced by workplace activities or traffic to prevent accidental movement. Alternatively, use a barricade to keep traffic or activity away from the ladder.
 - g. Keep areas clear around the top and bottom of ladders.
 - h. Do not move, shift, or extend ladders while in use.
 - i. Use ladders equipped with nonconductive side rails if the worker or the ladder could contact exposed energized electrical equipment.
 - j. Face the ladder when moving up or down the ladder.
 - k. Use at least one hand to grasp the ladder when climbing.
 - l. Do not carry objects or loads that could cause loss of balance and falling.

v. **Routine Ladder Inspection**

1. All ladders must be regularly inspected (at least quarterly) and repaired if necessary, but inspections may be done more often depending on the amount of use and type of work conditions. If ladders are used two or more days a week, then a monthly inspection and repair cycle is recommended. If ladders are used daily under harsh work conditions, then a weekly inspection and repair cycle is recommended.

vi. **Ladders Built on the Job Site (Job-Made Ladders)**

1. In addition, the following general requirements apply to all ladders, including ladders built at the jobsite:
 - a. Double-cleated ladders or two or more ladders must be provided when ladders are the only way to enter or exit a work area where 25 or more employees work or when a ladder serves simultaneous two-way traffic.
 - b. Ladder rungs, cleats, and steps must be parallel, level and uniformly spaced when the ladder is in position for use.
 - c. Rungs, cleats, and steps of portable and fixed ladders (except as provided below) must not be spaced less than 10 inches (25 cm) apart, nor more than 14 inches (36 cm) apart, along the ladder's side rails. Ladders must not be tied or fastened together to create longer sections unless they are specifically designed for such use.
 - d. When splicing side rails, the resulting side rail must be equivalent in strength to a one-piece side rail made of the same material.
 - e. Two or more separate ladders used to reach an elevated work area must be offset with a platform or landing between the ladders, except when portable ladders are used to gain access to fixed ladders.
 - f. Ladder components must be surfaced to prevent snagging of clothing and injury from punctures or lacerations.
 - g. Wood ladders must not be coated with any opaque covering except for identification or warning labels, which may be only on one face of a side rail.

Note: A competent person must inspect ladders for visible defects periodically and after any incident that could affect their safe use.

vii. **Specific Types of Ladders**

1. Do not use single-rail ladders.
2. Use non-self-supporting ladders at an angle where the horizontal distance from the top support to the foot of the ladder is approximately one-quarter of the working length of the ladder (1/4 slope)
3. Use wooden ladders built at the jobsite with spliced side rails at an angle where the horizontal distance is one-eighth of the working length of the ladder (1/8 slope). In addition, the top of a non-self-supporting ladder must be placed with two rails supported equally unless it is equipped with a single support attachment.

4. **Stepladders**

- a. Do not use the top or top step of a stepladder as a step.
- b. Do not use cross bracing on the rear section of stepladders for climbing unless the ladders are designed for that purpose and provided with steps for climbing on both front and rear sections.
- c. Metal spreader or locking devices must be provided on stepladders to hold the front and back sections in an open position when ladders are being used.

5. **Portable Ladders**

- a. The minimum clear distance between side rails for all portable ladders must be 11.5 inches (29 cm).
- b. In addition, the rungs and steps of portable metal ladders must be corrugated, knurled, dimpled, coated with skid-resistant material, or treated to minimize slipping.
- c. Non-self-supporting and self-supporting portable ladders must support at least four times the maximum intended load; extra heavy-duty type 1A metal or plastic ladders must sustain 3.3 times the maximum intended load. To determine whether a self-supporting ladder can sustain a certain load, apply the load to the ladder in a downward vertical direction with the ladder placed at a horizontal angle of 75.5 degrees.
- d. When portable ladders are used for access to an upper landing surface, the side rails must extend at least 3 feet (.9 m) above the upper landing surface. When such an extension is not possible, the ladder must be secured and a grasping device such as a grab rail must be provided to assist

workers in mounting and dismounting the ladder. A ladder extension must not deflect under a load that would cause the ladder to slip off its supports.

viii. **Defective Ladders**

1. Ladders needing repairs are subject to the following rules:
 - a. Portable ladders with structural defects—such as broken or missing rungs, cleats, or steps, broken or split rails, corroded components or other faulty or defective components—must immediately be marked defective or tagged with "Do Not Use" or similar language and withdrawn from service until repaired.
 - b. Fixed ladders with structural defects—such as broken or missing rungs, cleats, or steps, broken or split rails or corroded components— must be withdrawn from service until repaired.
 - c. Defective fixed ladders are considered withdrawn from use when they are immediately tagged with "Do Not Use" or similar language or marked in a manner that identifies them as defective or blocked—such as with a plywood attachment that spans several rungs.
 - d. Ladder repairs must restore the ladder to a condition meeting its original design criteria before the ladder is returned to use.

ix. **Fixed Ladders**

1. Employers must ensure:
 - a. Fixed ladders can support their maximum intended load
 - b. Fixed ladder rungs must be at least 7 inches (18 cm) from the nearest permanent object behind the ladder, except elevator pit ladders which must be at least 4.5 inches (11 cm)
 - c. That grab bars do not protrude on the climbing side beyond the rungs of the ladder that they serve.
 - d. The side rails of through or sidestep ladders extend at least 42 inches (1.1 m) above the top of the access level or landing platform served by the ladder. For parapet ladders, the access level is:
 - i. The roof if the parapet is cut to permit passage through the parapet.

- ii. The top of the parapet if the parapet is continuous.
- e. For through ladders, the steps or rungs are omitted from the extensions, and the side rails are flared to provide not less than 24 inches (61 cm) and not more than 30 inches (76 cm) of clearance. When a ladder safety system is provided, the maximum clearance between side rails of the extension must not exceed 36 inches (91 cm).
- f. For side-step ladders, the side rails, rungs, and steps must be continuous in the extension (see OSHA CFR 29 1910.23(d)(6)).
- g. Grab bars extend 42 inches (1.1 m) above the access level or landing platforms served by the ladder.
- h. The minimum size (cross-section) of grab bars is the same size as the rungs of the ladder.
- i. When a fixed ladder terminates at a hatch, the hatch cover shall (see OSHA CFR 29 1910.23(d)(9)):
 - i. Open with sufficient clearance to provide easy access to or from the ladder.
 - ii. Open at least 70 degrees from horizontal if the hatch is counterbalanced.
- j. Single rung ladders are constructed to prevent the employee's feet from sliding off the ends of the rungs.
- k. Fixed ladders having a pitch greater than 90 degrees from the horizontal are not used.
- l. The step-across distance from the centerline of the rungs or steps is:
 - i. For through ladders, not less than 7 inches (18 cm) and not more than 12 inches (30 cm) to the nearest edge of the structure, building, or equipment accessed from the ladders.
 - ii. For side-step ladders, not less than 15 inches (38 cm) and not more than 20 inches (51 cm) to the access points of the platform edge.
- m. Fixed ladders that do not have cages or wells have:

- i. A clear width of at least 15 inches (38 cm) on each side of the ladder centerline to the nearest permanent object.
- ii. A minimum perpendicular distance of 30 inches (76 cm) from the centerline of the steps or rungs to the nearest object on the climbing side. When unavoidable obstructions are encountered, the minimum clearance at the obstruction may be reduced to 24 inches (61 cm), provided deflector plates are installed.

x. **Skylights**

1. Skylights are considered an opening when present on a roof. A standard guard-rail or skylight screens capable of supporting at least 200 pounds must be provided around the opening to prevent workers from falling through to the surface below.
2. Skylights constructed at least 42 inches above the roof deck with sides capable of supporting 200 pounds do not require additional protection.

xi. **Work from Aerial Lifts and Forklift Man Baskets**

1. Training in the proper operation and inspection of the equipment must be received prior to operating or working from an aerial lift or forklift man basket, regardless of the type.
2. Body harnesses must be worn with a shock-absorbing lanyard (preferably not to exceed 3 feet in length) and must be worn when working from an elevated work platform (exception: scissor lifts and telescoping lifts including forklifts that can move only vertically do not require the use of a harness and lanyard if the work platform is protected by a guardrail system). The point of attachment must be the anchor point installed by the equipment manufacturer. Personnel cannot attach lanyards to adjacent poles, structures, or equipment while they are working from the aerial lift.
3. Personnel cannot move an aerial lift while the boom is in an elevated working position and the operator is inside of the lift platform.

xii. **Inspections**

The employee shall inspect the entire personal fall arrest system prior to every use. The competent person will inspect the entire system in use at the initial installation and weekly thereafter. The visual inspection of a personal fall arrest system shall follow the manufacturer's recommendations. Any components of a personal fall arrest system noted to be damaged shall be removed from service immediately.

1. Webbing

- a. Inspect the entire surface of webbing for damage. Beginning at one end, bend the webbing in an inverted “U”. Holding the body side of the belt toward you, grasp the belt with your hands six to eight inches apart. This surface tension makes the damaged fibers or cuts easier to see. Watch for frayed edges, broken fibers, pulled stitches, cuts, burns, and chemical damage.

2. “D” Rings and Back Pads

- a. Check “D” rings for distortion, cracks, breaks, and rough or sharp edges. The “D” ring should pivot freely. “D” ring back pads should also be inspected for damage.

3. Attachment of Buckles

- a. Note any unusual wear, frayed, or cut fiber, or distortion of the buckles.

4. Tongue and Grommet

- a. The tongue receives heavy wear from repeated buckling and unbuckling. Inspect for loose, distorted, or broken grommets. The webbing should not have any additional punched holes.

5. Tongue Buckle

- a. Buckle tongues should be free of distortion in shape and motion. They should overlap the buckle frame and move freely back and forth in their socket. The roller should turn freely on the frame. Check for distortion or sharp edges.

6. Friction and Mating Buckles

- a. Inspect the buckle for distortion. The outer bars and center bars must be straight. Pay special attention to corners and attachment points of the center bar.

7. Lanyard Inspection

a. Hardware

- i. Snaps: Inspect closely for hook and eye distortions, cracks, corrosion, or pitted surfaces. The keeper (latch) should seat into the nose without binding and should not be distorted or obstructed.

The keeper spring should exert sufficient force to firmly close the keeper. Keeper locks must prevent the keeper from opening when the keeper closes.

- ii. Thimbles: The thimble must be firmly seated in the eye of the splice, and the splice should have no loose or cut strands. The edges of the thimble must be free of sharp edges, distortion, or cracks.

8. Web Lanyard

- a. While bending the webbing over a curved surface such as a pipe, observe each side of the webbed lanyard. This will reveal any cuts or breaks. Examine the webbing for swelling, discoloration, cracks, or burns. Observe closely for any breaks in the stitching.

9. Rope Lanyard

- a. Rotation of the rope lanyard while inspecting from end to end will bring to light any fuzzy, worn, broken, or cut fibers. Weakened areas from extreme loads will appear as a noticeable change from the original diameter. The rope diameter should be uniform throughout, following a short break-in period. Make sure the rope has no knots tied in it. Knots can reduce the strength of the rope by up to 60%.

10. Shock-absorbing Lanyard

- a. Shock-absorbing lanyards should be examined the same as a web lanyard. However, also look for signs of deployment. If the lanyard shows signs of having been put under load (e.g., torn out stitching), remove it from service.

11. Self-Retracting Lanyard/Lifeline

- a. The lanyard housing must be inspected to ensure that casing bolts are tight and that there are no loose fasteners, missing parts, cracks or excessive wear or corrosion.
- b. Webbing must be inspected for cuts, nicks, or tears as well as for any broken fibers, stitching or fraying.
- c. Steel lanyards should be inspected for cuts, fraying, broken wires, and overall deterioration and excessive wear.
- d. Fittings are to be inspected for wear, cracks, and obvious damage.

- e. Follow manufacturer's recommendations for additional inspection tasks and for any requirements that the unit be sent into the manufacturer for periodic inspection.

xiii. **Fall Protection Systems**

One of the following systems shall be in place whenever an employee is exposed to a fall hazard of six feet or higher.

1. Eliminating Fall Hazards –

- a. The top priority of the fall protection plan is to eliminate fall hazards whenever feasible. This includes moving tasks to ground level, as well as changing the workflow and job design to allow work to be performed at ground level.

2. Passive Fall Restraints - Guardrail Systems

- a. The use of guardrail systems is considered a passive method of fall protection and is the preferred method for eliminating fall hazards after elimination.
- b. Guardrails are needed at the edge of work areas which are elevated 6 feet or more in height, to protect employees from falling. This includes the edge of excavations greater than six feet in depth. Guardrail systems need to meet the following criteria:
- c. Top-rail is 42 inches, +/- 3 inches above the walking/working level
- d. Mid-rail is located midway between the top rail and the walking/working level
- e. It is important to remember that the working level is that level where the work is being done. Someone working on a stepladder next to an edge may raise his/her working surface well above the walking surface.
- f. Both top and mid-rails should be constructed of materials at least one-quarter inch in thickness or diameter. If wire rope is used for top-rails, it needs to be flagged with a high-visibility material at least every 6 feet and can have no more than 3" of deflection
- g. The top-rail needs to withstand a force of 200 pounds when applied in any downward or outward direction.

- h. The mid-rail needs to withstand a force of 150 pounds applied in any downward or outward direction
- i. Toe-boards are required for all guardrails on elevated walking or working platforms where employees working below are exposed to falling objects. Toe-boards must be four inches in height and must be securely fastened.
- j. The system should be smooth to prevent punctures, lacerations, or snagging of clothing
- k. The ends of the top rail shouldn't overhang the terminal posts, except when such overhang does not present a projection hazard
- l. When a hoisting area is needed, a chain, gate, or removable guardrail section must be placed across the access opening when hoisting operations are not taking place.

3. Active Fall Restraints

- a. While fall restraint systems are not mentioned in Subpart M, OSHA recognizes a fall restraint system as a means of prevention. The system, if properly used, tethers a worker in a manner that will not allow a fall of any distance. This system is comprised of a body harness, an anchorage, connectors, and other necessary equipment. Other components typically include a lanyard, a lifeline, and other devices. For a restraint system to work, the anchorage must be strong enough to prevent the worker from moving past the point where the system is fully extended, including an appropriate safety factor.
- b. OSHA suggests that, at a minimum, a fall restraint system must have the capacity to withstand at least 3,000 pounds or twice the maximum expected force that is needed to restrain the person from exposure to the fall hazard.

4. Fall Arrest Systems

- a. Personnel requiring the use of personal fall protection equipment shall employ the "Buddy System" or have an observer to render assistance when and if required.
- b. There are three main components to the personal fall arrest system. This includes the personal protective equipment the employee wears, the connecting devices, and the anchorage point. Prior to tying off to perform the work, a means of rescue in the event of a fall must be immediately available. All personal fall arrest system components must meet the requirements of the ANSI Z359 Standards. The system needs to meet the following criteria for each component:

5. Personal Protective Equipment

- a. Full body harnesses are required. The use of body belts is prohibited.
- b. The attachment point of the body harness is the center D-ring on the back.
- c. Employees must always tie off at or above the D ring of the harness except when using lanyards 3 feet or less in length.
- d. Harnesses or lanyards that have been subjected to an impact load shall be destroyed.
 - i. Load testing shall not be performed on fall protection equipment.

e. **Connecting devices**

- i. This device can be a rope or web lanyard, rope grab, or retractable lifeline.
- ii. Only locking snap hooks may be used.
- iii. Horizontal lifelines will be designed by a qualified person and installed in accordance with the design requirements.
- iv. Lanyards and vertical lifelines need a minimum breaking strength of 5,000 pounds.
- v. The length of a single lanyard shall not exceed six feet.
- vi. The use of steel lanyards is prohibited.
- vii. Lanyards may not be clipped back to itself (e.g., around an anchor point) unless specifically designed to do so.
- viii. If vertical lifelines are used, each employee will be attached to a separate lifeline.
- ix. Lifelines need to be protected against being cut or abraded

f. Anchors

- i. Secure anchor points are the most critical component when employees must use fall arrest equipment. District buildings may have existing structures that can be used for anchor points. For instance, steel beams may meet the criteria for a secure anchor point when used with a sliding beam anchor that meets the ANSI Z359.18 standard. Other work locations and assignments may require the installation of a temporary or permanent anchors. As a minimum, the following criteria must be considered for each type of anchor point:
 - ii. Structure must be sound and capable of withstanding a 5000 lb. static load.
 - iii. Structure/anchor must be easily accessible to avoid fall hazards during hook up.
 - iv. Direct tying off around sharp-edged structures can reduce breaking strength by 70% therefore; chafing pads or abrasion resistant straps must be used around sharp-edged structures to prevent cutting action against safety lanyards or lifelines.
 - v. Structures used as anchor points must be at the worker's shoulder level or higher to limit free fall to 6 feet or less and prevent contact with any lower level (except when using a self-retracting lifeline or a 3-foot lanyard).
 - vi. Choose structures for anchor points that will prevent swing fall hazards. Potentially dangerous "pendulum" like swing falls can result when a worker moves horizontally away from a fixed anchor point and falls. The arc of the swing produces as much energy as a vertical free fall and the hazard of swinging into an obstruction becomes a major factor. Raising the height of the anchor point can reduce the angle of the arc and the force of the swing. Horizontal lifelines can help maintain the attachment point overhead and limit the fall vertically. A qualified person must design a horizontal lifeline.

IV. TRAINING

- i. Each employee who may be exposed to fall hazards shall be trained to recognize the hazards and the procedures to follow to minimize those hazards. A competent person will provide the training.

ii. The competent person must train employees in the following areas:

1. Fall hazards in the work area.
2. Correct procedures for erecting, maintaining, disassembling, and inspecting the fall protection systems used.
3. Selection, proper use, and care of equipment comprising a personal fall arrest system.
4. Role of employees in fall protection plans.
5. Rescue procedures to follow in case of a fall.
6. Overview of the OSHA fall protection standard.

iii. A training record shall be maintained for each employee.

1. Every two years.
2. If there is a change in the fall protection system being used.
3. If an employee's actions demonstrate that the employee has not retained the understanding or skills required.

CHAPTER 18

POWERED INDUSTRIAL TRUCKS (FORKLIFTS)

I. PURPOSE

- a. To ensure safe operating procedures are in place to prevent employee injury or property damage to District equipment or facilities.

II. DEFINITIONS

- a. **Attended:** The operator is within 25 feet and within sight of the forklift.
- b. **Authorized Operator:** An employee who has satisfactorily completed both classroom instruction and practical training on forklift operations.
- c. **Rated Capacity:** The maximum weight the forklift is designed to lift, as determined by the manufacturer.
- d. **Unattended:** The operator is more than 25 feet from the forklift, or the forklift is not in the operator's view.

III. STANDARDS

- a. Occupational Safety and Health Act of 1970
- b. OSHA Regulations
 - i. 29 CFR 1910.178 Powered Industrial Trucks

IV. POLICY

- a. **General Requirements**
 - i. Only properly trained and authorized employees will be permitted to operate a forklift.
 1. No one other than those employees listed as an authorized forklift operator will be allowed to operate a forklift.
 - ii. Pedestrian traffic always has the right-of-way.
 - iii. Riding on forklifts shall be restricted to the driver only.

NOTE: This includes those in the man basket. If the forklift needs to be moved, the employee (s) in the man basket must get out until the forklift has finished traveling.

- iv. Operators shall not engage in stunt driving, racing, or horseplay.
- v. No person shall be allowed to stand or pass under the elevated portion of any forklift, whether loaded or empty.
- vi. No employee shall be permitted to stand on a pallet on the forks or directly on the forks unless the pallet or forks are flat on the floor.
- vii. For elevated work, employees shall use a work platform with built in handrails (man basket) which must be chained to the forklift mast.
 1. Employees inside the man basket must have on appropriate PPE.
 2. Never travel with anyone in the man basket, on a pallet, or on the forks.

b. OPERATING RULES

- i. Ensure forklift sound and illumination warning devices are operational and used at blind corners and intersections to warn others.
 - ii. Drive cautiously on uneven or slippery surfaces.
 - iii. Remain aware of the planned route and areas with inadequate headroom, lighting, obstructions, and floor surface problems.
 - iv. When turning the forklift reduce your speed.
 - v. Hazardous areas with flammable dust or vapor shall not be entered unless the truck is approved for such use.
 - vi. When backing up, the operator must look to the rear to be sure pedestrians are clear.
 - vii. Engines shall not be idled for long periods in semi-closed or enclosed areas.
 - viii. When a forklift is unattended, the load engaging means shall be fully lowered, controls neutralized, power shut off, and the brake set.
 - ix. Wheels shall be blocked if the forklift is parked on an incline.
 - x. Ensure the load is pointed uphill where the gradient is greater than 10 percent.
 - xi. Use extreme caution when tilting the load forward or backward, especially when working with highly tiered loads.
 - xii. Do not raise or lower loads while moving or traveling.
 - xiii. All mechanical lift equipment will be used within the manufacturer's specifications.
 - xiv. Pallets will be of approved design, maintained, and inspected.
- c. Loading and Unloading**
- i. While loading and unloading, the operator of the forklift is required to ensure that the load is:
 - 1. Within the forklift's rated capacity.
 - 2. Placed squarely on the forks until the load touches the carriage.
 - 3. Stable and centered on the forks.
- d. Inspections**
- i. All forklift operators are required to perform a pre-operational check on both the forklift they will be operating and the object(s), including the pallet(s), they will be moving prior to using the forklift.
 - 1. Verify that all brakes, controls, gauges, lights, seat belts, and routine operational features are in proper working order.
 - 2. Ensure the load is within the forklift's rated capacity.
 - 3. Ensure that if loading or unloading onto or from stacked materials, the proper safe weight or height-to-load ratio will be maintained.
 - 4. Ensure forks or other load-handling attachments are not cracked or bent.
 - 5. Ensure no gouges or large chunks are missing from solid tires.
 - 6. Ensure there are no leaky connectors or hydraulic cylinders.
 - ii. Any defects found during the inspection shall be immediately reported and corrected before the forklift is used.

V. TRAINING

- a. Employees must complete and pass a training class conducted by a instructor who is certified as a forklift trainer) prior to performing any forklift assignment or operation.
- b. Initial training shall consist of classroom instruction and practical training.
 - i. Classroom instruction will consist of a lecture, discussion, and a written exam.
 - ii. Practical training will consist of a practical exercise by the trainee to demonstrate their ability on the forklift.

NOTE: Practical training can be provided by an authorized forklift operator .

- c. After training has been completed, the instructor(s) will determine whether the potential forklift operator can safely operate the forklift.
- d. Refresher training will be conducted at a minimum of every three years after initial training and certification.
 - i. As part of the refresher training, an evaluation of each forklift operator's performance will be conducted.
 - 1. The skills evaluation and refresher training are required for the operator to maintain an authorized forklift operator status.

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CHAPTER 19

TRANSPORTING LOADS

I. PURPOSE

- a. The Transporting Loads policy provides standards and guidelines for District employees whose work responsibilities include hauling supplies and equipment in truck beds, on trailers, or secured by various means to a vehicle. The intent of this policy is to reduce the risk posed to the load being hauled as well as the people who may encounter the load should it shift during transport.

II. DEFINITIONS

- a. **Gross Vehicle Weight Rating (GVWR)** – The max loaded weight of the vehicle (or trailer). The weight includes passengers, cargo, and the vehicle itself.
- b. **Gross Combined Weight Rating (GCWR)** – The max weight of the vehicle and trailer together. It includes any cargo or load placed in the vehicle and trailer.
- c. **Curb Weight** – The total weight of the vehicle not including passengers, cargo, or non-factory items.
- d. **Tongue Weight (TW)** – The downward force exerted on the back of a tow vehicle by a trailer. Tongue weight is affected by the position of cargo in a trailer. Improper weight distribution that leads to exceeding the tongue weight will cause loss of vehicle control.

III. STANDARDS

- a. Occupational Safety and Health Act of 1970
- b. OSHA Regulations
 - i. 29 CFR 1910 – General Industry
 - ii. 29 CFR 1926 – Construction
- c. Federal Motor Carrier Safety Regulations
 - i. 49 CFR 390-399 – General Safety

IV. POLICY

- a. **Securing Loads**
 - i. Secure any large items which may provide wind resistance, or “catch air” and be dislodged from pick-up beds with rope, straps, chain, bungee cords, etc. At highway speeds even large, relatively heavy articles may be blown out of an open pick-up bed.
 - ii. Tie-down methods used must provide adequate means to secure the load against movement during transit.
 - iii. Do not use straps which have broken stitching, are frayed, or show any signs of wear, damage, or deterioration.
 - iv. Any item which extends more than three feet beyond the body of your vehicle must be flagged with high visibility material.

- v. Use a tarp to cover numerous small articles or materials which cannot be enclosed in a toolbox, compartment, etc. Tie the tarp down securely running your rope or straps all the way across the width of the tarp.
- vi. When using bungee cords for tie-downs, make sure the cargo cannot shift and unclip the hook from the anchor point. Run the cord through the anchor and clip the cord back onto itself if possible.
- vii. Before transporting equipment, ensure that any loose material is cleaned off; secure all wires, cables, and chains, check for tools or equipment left on frames, decks, or in hoppers.
- viii. Equipment or material carried in a truck bed must also be secured from shifting or being thrown forward in a sudden stop.
- ix. Do not place unsecured items on the rear window deck, or back seat of a vehicle; in a sudden stop or collision these items may strike the driver or passengers with extreme force.
- x. Do a walk around inspection before leaving to ensure that all items are put away and secured. Check fasteners, tie-downs, and hitches, and look for loose tools and materials. Ensure that compartment doors, tailgates, or cargo doors are fully latched.
- xi. When transporting cargo long distances, check your cargo frequently to ensure that it has not shifted, and that it is still secure.

b. Towing Trailers

- i. Prior to towing any trailer, perform a pre-trip inspection on the towing vehicle. Pay particular attention to:
 - 1. Tire condition and pressure
 - 2. Brakes
 - 3. Engine Fluids
 - 4. Lights and signals
 - 5. Mirrors
 - 6. Hitch
- ii. Inspect the trailer to be towed in a similar manner to the vehicle inspection. Pay particular attention to:
 - 1. Tire condition and pressure
 - 2. Brakes (if applicable)
 - 3. Lights and signals
 - 4. Trailer coupler and locking mechanism
 - a. It is the responsibility of the driver of the towing vehicle to double check that the trailer coupler is securely attached to the vehicle hitch.
 - b. Ensure that the coupler is firmly gripping the hitch and the locking mechanism is closed and pinned.
 - c. Use the trailer jack to lift the trailer tongue. The back of the towing vehicle should raise with the tongue but not come off.
 - 5. Safety chains
 - 6. Trailer condition

iii. Trailer Load

- 1. Load heavy items in the front of the trailer.
 - a. 5-15% of the load should be carried on the towing vehicle hitch.
 - b. 60% of the load weight should be carried toward the front of the trailer.
 - c. Failure to front load the weight in a trailer could result in a loss of

- traction and stability on the rear wheels of the towing vehicle.
2. Do not overload the trailer.

iv. Driving Safety

1. Reduce speed when towing a trailer
2. Take turns wide, give plenty of room to account for the added length of the trailer.
3. When coming to a stop, begin stopping early and apply gentle consistent pressure, do not stop abruptly.
4. To proceed from a stop, accelerate at a smooth even rate.
5. If it is necessary to back up, use a spotter.

VI. TRAINING

- a. District personnel who will be required to secure loads on or in District vehicles, tow trailers, or haul equipment for District business shall be trained annually on the contents of this policy.
- b. Retraining or refresher training may be done when employees demonstrate a lack of understanding concerning the principles outlined in this policy.

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CHAPTER 20 WORKSITE SITE ACCESS

I. PURPOSE

- a. To minimize unauthorized construction site access and associated risks that may result in injury, illness, or fatality to workers or the public, damage to property, and project delays.

II. DEFINITIONS

- a. **Worksite** – an area designated for the completion of a work-related task.

III. STANDARDS

- a. Occupational Safety and Health Act of 1970
- b. OSHA Regulations
 - i. 29 CFR 1910 – General Industry
 - ii. 29 CFR 1926 – Construction
- c. Manual on Uniform Traffic Control Devices – Chapter 6C
 - i. Temporary Traffic Control Elements

IV. POLICY

- a. **General Requirements**
 - i. All worksites shall be assessed prior to beginning work to ensure a safe work environment for District employees. The site will also be assessed to provide for the safety of pedestrians, motorists, and others who may come close to the worksite. Preventing unauthorized or accidental access to the worksite should be considered when conducting this pre-work assessment.
- b. **Pedestrian Safety**
 - i. Safe paths, with clear signage and direction, must be provided for pedestrians to keep them safe and segregated from worksites, as follows:
 1. Pedestrians shall not be led into conflicts with vehicles/equipment and construction operations.
 2. Pedestrians shall not be led into conflicts with vehicles moving through or around the worksite.
 3. Pedestrians shall be provided with a convenient and accessible path that minimizes backtracking or requiring excessive additional walking.
 4. Pedestrian pathways shall be separated from vehicular traffic; and
 5. If re-routed pedestrian pathways require a street crossing, sufficient signage and warning shall be given to the pedestrian at the closest approaching intersection, to minimize backtracking to a crosswalk and/or to minimize hazardous behavior such as mid-block crossing.
- c. **Worksites In or Near Roadways**

- i. All worksites on and along public roadways shall provide physical separation through traffic control and pedestrian control, using barrels, barriers, tape, signage, or other means as appropriate. Work performed near traffic must comply with all governmental regulations. Work zones must be adequately protected from live traffic.
- d. **Worksites at District Facilities**
 - i. District water wells, storage tanks, reservoirs, wastewater pumping stations and other District facilities will be secured by a fence and gate with a District keyed padlock or electronic gate access system.
 - ii. Only District authorized personnel and contractors will be permitted to have keys and RFID access cards. Once contracted work is completed the keys and access cards must be returned to District Personnel.

V. TRAINING

- a. Construction site access training will be provided to District personnel.
- b. Employees will be instructed in safeguarding District provided keys and access cards and security codes.
- c. Contractors, vendors, and consultants will be briefed on the contents of this policy and will submit to the conditions of the Construction Site Access policy during the term of their contract. Once the contract is complete all access cards and keys will be returned to the District.

CHAPTER 21

DRIVING SAFETY

I. PURPOSE

- a. To provide guidelines for safe use and operation of District-owned vehicles and personal vehicles used for District business.
- b. To protect employees and the public from vehicle related personal injury and vehicle damage.
- c. To reduce the number of vehicle incidents by holding District employees accountable for their driving, and by imposing certain requirements when they are involved in a vehicle incident.

II. DEFINITIONS

- a. **Commercial Driver's License (CDL)** – driver's license required to operate large, heavy, or placarded hazardous material vehicles in commerce.
- b. **Motor Vehicle Records (MVR)** – a summary of a driver's convictions and accidents on file with his or her home state.
- c. **Pre-Trip Inspection** – The Pre-Trip Inspection is a thorough inspection of the vehicle and all its major systems.
- d. **Medical Card** – Drivers who drive for commerce in a vehicle with a gross weight rating of 10,001 pounds are required to have a DOT medical card in their possession. The DOT physical examination is conducted by a licensed medical examiner.
- e. **Medical Self Certification** – District CDL drivers of “vehicle(s) used by...an agency of state government” can self-certify as Exempted-Intrastate on the CDL Medical Self Certification Form. This self-certification allows them to operate a commercial vehicle without a DOT Medical Card in their possession.

III. STANDARDS

- a. Occupational Safety and Health Act of 1970
- b. ANSI/ASSP Z15 Standard for Motor Vehicle Operations
- c. National Highway Traffic Safety Administration
 - i. Federal Motor Carriers Safety Administration Standards

IV. POLICY

- a. **Driver's License and Other Motor Vehicle Records (MVR)**
 - i. Employees who operate District vehicles or personal vehicles for District business shall maintain a valid Utah driver's license appropriate for the Utah Department of Transportation classification of the vehicle used.
 1. In the event an employee's license is suspended or revoked or otherwise rendered invalid, the employee shall report the suspension, revocation, or invalidity to their Manager within one working day. An employee shall also report to their Manager within one working day:
 - a. Any conviction for driving under the influence of alcohol.
 - b. Any conviction for a moving violation while operating a vehicle for District business.
 2. The Manager has the primary responsibility to immediately notify District Management within one working day after receiving the employee's re-

port.

3. The failure of an employee to report the suspension, revocation, invalidity, or conviction shall be grounds for discipline.

ii. MVR's will be examined for all new hires and employees who are transferring to a new position with driving duties. Any job offer made to an employee or candidate for positions with driving duties shall be contingent on the employee having an acceptable MVR. MVR's may also be requested on a regular basis and as needed to verify any violations or suspensions of licenses.

iii. Employee's CDL medical card or medical self-certification must be current as **required by the Utah Department of Transportation (UDOT)**.

b. Traffic Laws

i. It is the responsibility of every driver to know, understand, and comply with all federal and local laws governing the operation of a motor vehicle.

ii. All equipment or vehicles shall conform to all state, federal and, if applicable, Department of Transportation regulations.

c. Vehicle Maintenance

i. Employees are responsible for determining the condition of their assigned vehicle prior to use. If an employee determines the vehicle to be unsafe, they should report such findings to their Manager and obtain another vehicle.

1. It is the responsibility of every employee to perform a daily pre-and post-trip inspection on the vehicle they will be operating. This includes towed trailer units.

2. Any damage or unsafe condition found during the inspection should be noted and reported immediately to the employee's Manager.

3. Employees shall not drive any vehicle found to be unsafe until it is repaired.

4. Windshields shall be always kept clean (this is the responsibility of the employee operating the vehicle). Any cracks or other damage to the windshield should be reported immediately so that repairs can be made in a timely manner.

5. It is the employee's responsibility to secure loads in and on their vehicle or towed trailer before operating. This includes all items being transported in the cab or bed of any vehicle being operated.

ii. Always remember that District vehicles are a direct reflection of the District and shall always be kept in a neat, clean, and proper state of repair.

d. VEHICLE OPERATION

i. Only licensed, trained, and qualified personnel are permitted to operate District-owned vehicles and any vehicle used for District business.

1. Employees who operate vehicles must have a valid Utah operator's license for the vehicle being used.

2. Personal vehicles used for District business must have adequate insurance coverage that meets or exceeds the minimum liability limits set by the State of Utah.

ii. Vehicles shall be operated by the authorized employee to whom the vehicle is assigned, or by an employee who has been approved to drive a vehicle on District business. No other individual may operate a MWD company owned vehicle.

iii. Temporary or part-time employees must get written authorization from their Manager before operating any District vehicle or any vehicle used for District business. Authorization can be for the duration of the employment period or on a per-

- case basis at the discretion of the Manager.
- iv. Each Employee required to use a vehicle while on the job may be required to attend a driver education training course.
 - v. Each employee required to use a vehicle while on the job may be required to complete a Pre-Drive Safety form.
 - vi. Operations Managers shall instruct and remind employees about all vehicle issues and policies before use and as needed.
 - vii. Employees shall not operate a District vehicle, or a personal vehicle used for District business while performing any distracting activities such as using a cell phone or other electronic device, searching for an item in the vehicle, eating food, or attending to personal hygiene or grooming, etc. If employees need to perform these or any other distracting activities, they shall pull off to the side of the road in a safe area.
 - viii. Employees operating District vehicles shall obey all State laws and drive courteously and safely.
 - ix. Employees shall allow room between themselves and the vehicle ahead of them to create an adequate stopping distance as well as an escape route if necessary.
 - x. Employees shall drive with headlights on to increase visibility to other drivers.
 - xi. Employees driving District vehicles will always remain alert and attentive.
 - xii. Employees should keep both hands on the wheel at or above the 3:00 and 9:00 positions.
 - xiii. In accordance with the law, all individuals driving or riding in any vehicle must always wear a seat belt.
 - xiv. No employee may operate any District vehicle, or any other equipment used for District business of any kind while under the influence of alcohol or drugs, including prescription medication that may impair judgment or reflexes.
 - xv. Employees shall not pick up hitchhikers or offer rides.
 - xvi. Employees are responsible for the safety of all passengers being transported in the vehicle they are operating. Always practice the following safety procedures when operating any vehicle on District business.
 - 1. Do not attempt or allow any employee to get on or off any vehicle while it is in motion.
 - 2. Do not allow anyone to ride on the back or in the bed of any vehicle or in or on any trailer or any device towed by a District vehicle while being operated.
 - 3. Do not set a vehicle in motion until all passengers are safely seated with their seat and shoulder restraints secured and all doors are shut.
 - 4. Do not set a vehicle in motion until everyone is in the clear. This is essential when going into or out of buildings, where there are close quarters, or when backing up.
 - xvii. All District vehicles shall be secured when left unattended.
 - xviii. All vehicles, whether fueled by gasoline or diesel shall be stopped, and the engine turned off before the vehicle is fueled.
 - xix. Employees shall, whenever possible, plan and drive their routes to **avoid backing up**.
 - 1. Employees should seek to pull through parking spaces to avoid backing up whenever possible.
 - 2. When parking on the side of a roadway, employees should walk around

- the vehicle to ensure the vehicle can safely pull out of the parking space.
 - 3. If employees need to back up, they shall make sure nothing is behind their vehicle and only back up as far as necessary.
 - 4. While the vehicle is parked, employees shall physically walk behind the vehicle to look for potential hazards.
 - 5. When backing up a Vactor Truck, Dump Truck or when Towing a Trailer employee shall have a spotter.
 - xx. Employees shall adjust their driving to match existing and forecasted weather conditions.
 - xxi. Employees shall avoid parking or backing in congested areas.
 - Xxii. **Smoking/Vaping** is not permitted in any District owned, operated, leased, rented, or borrowed vehicle.
 - xxiii. Smoking is not permitted within 25 feet of any fueling area.
- e. **Vehicle Damage**
- i. All vehicle incidents involving damage or harm, regardless of nature, must be reported immediately. Refer to Chapter 3 of the Workplace Safety Manual (Incident Reporting Policy) for reporting procedure and requirements.
 - ii. In the event of a vehicle incident (collision, damage, etc.), all drivers, if physically and mentally capable, should:
 - 1. Secure the scene.
 - 2. Check on the welfare of all individuals involved.
 - 3. Call for or get medical help if necessary. Refer to Chapter 3 (Incident Reporting Policy), Section VI, for specific injury procedures and Section III for reporting procedures.
 - 4. Call the Police.
 - 5. Notify their Manager while at the scene, advising of the location, number of vehicles involved, injuries if any, and any other information pertinent to the incident.
 - 6. Exchange information with other drivers.
 - 7. Obtain police reports, if available.
 - 8. Obtain the names, addresses and phone numbers of all witnesses. Include this information on the incident report.
 - 9. Complete the employee sections of the District incident report with their Manager as soon as possible. The incident report should then be signed by the employee, their Manager, and submitted to the Human Resources Manager within 24 hours of the incident.
 - iii. Never admit guilt or fault at the scene of an accident or incident. Only discuss the incident with the investigating Police Officer(s) or District representatives.
 - iv. All incidents involving District vehicles will be investigated. Because of the potential for liability incurred by the District, vehicle incidents that involve privately-owned vehicles used by District employees on District business will also be investigated.
 - 1. The purpose of all investigations will be to help prevent similar incidents from occurring.
 - 2. Initial incident investigations shall be conducted by the affected employee's Manager and the Human Resources Manager. Following the initial investigation, the investigation team will review the incident report, documenting any preventive measures recommended on that report.
 - 3. District Management will review documentation regarding all vehicle incidents involving District vehicles. If they determine that the incident needs

further review, the employees involved in the vehicle incident will be required to attend a meeting, in which their vehicle incident will be reviewed. Others who may have some valid input may also be invited.

4. Employees who do not attend the meeting to which they have been invited lose the opportunity to appeal Management's findings but are still entitled to appeal any disciplinary action.
 5. After listening to testimony and reviewing the vehicle incident report and supporting documents, Management will make recommendations for how to prevent similar incidents. They will also make recommendations regarding any disciplinary action in accordance with the District's Personnel Rules and Regulations.
 6. At the discretion of Management, findings and recommendations will be forwarded to the District's attorney for review. Once approved, the findings and recommendations will be forwarded to the employee's Manager for appropriate action.
 7. District Management will be responsible for reviewing all recommendations and ensure that proper disciplinary action is taken.
 8. Employee(s) shall be notified by their Manager of all findings, consequences, recommendations, and discipline regarding the vehicle incident in which they were involved.
- v. Employees found falsifying information regarding their vehicle incident or who do not report vehicle damage will be subject to disciplinary action in accordance with of the District's Personnel Rules and Regulations.

VI. TRAINING

- a. Topics covered in this training will include.
 - i. Driving Safety
 - ii. Pre-Trip Inspections
 - iii. Preventing Distracted Driving
 - iv. CDL Requirements
 - v. Backing Up
 - vi. Preventing Motor Vehicle Accidents

V. POLICY

The employer must ensure that each heavy equipment operator is competent to operate the equipment safely, as demonstrated by the successful completion of the training and evaluation specified in this section.

a. Equipment Operations

OSHA has listed safety rules for the operation of equipment. These rules are general in nature and are not intended as a comprehensive guide to the safe operations of specific pieces of heavy equipment:

- i. Heavy equipment will not approach anyone standing in front of an excavation or a fixed object.
- ii. No person will be allowed to stand or pass under the elevated portion of any equipment, whether loaded or empty.
- iii. Personnel will not be permitted to ride on heavy equipment.
- iv. When heavy equipment is left unattended, implements will be fully lowered, controls will be neutralized, power will be shut off, and brakes set. Wheels will be blocked if the vehicle is parked on an incline.
 - i. Heavy equipment is considered unattended when the operator is 25 ft. or more away from the vehicle which remains in view, or whenever the operator leaves the vehicle, and it is not in view.

- v. When the equipment operator is dismounted and within 25 ft. of the machine still in his view, the implements will be fully lowered, controls neutralized, and the brakes set to prevent movement.
- vi. A safe distance will be maintained from the edge of ramps or platforms, and from the edge of any excavation.
- vii. Brakes will be set, and wheel blocks will be in place to prevent movement of trucks or trailers while loading or unloading.
- viii. There must be sufficient headroom under overhead installations, lights, pipes, sprinkler system, etc. for the safe passage of equipment.
- ix. An overhead guard will be used as protection against falling objects.
- x. Only approved heavy equipment will be used in hazardous locations.
- xii. The operator will be required to slow down for wet and slippery surfaces.
- xiii. Ramps or bridge plates will be properly secured before they are driven over. Ramps or bridge plates will be driven over carefully and slowly, and their rated capacity never exceeded.
- xiv. Running over loose objects on the roadway surface will be avoided.
- xv. While negotiating turns, the turn rate will be reduced to a safe level by means of turning the hand steering wheel in a smooth, sweeping motion. Except when maneuvering at a very low speed, the hand steering wheel will be turned at a moderate, even rate.

c. Loading

- i. Only stable or safely arranged loads will be handled. Caution will be exercised when handling off-center loads which cannot be centered.
- ii. Only loads within the rated capacity of the equipment will be handled.
- iii. Long or high (including multiple-tiered) loads which may affect capacity will be adjusted.
- iv. A load must be securely within the bucket or hopper as far as possible; the bucket must be carefully tilted backward to stabilize the load.
- v. Extreme care must be used when tilting the load forward or backward when the load is elevated. Tilting forward with the bucket elevated will be prohibited except to pick up a load. An elevated load will not be tilted forward except when the load is in a deposit position over a hopper or stack.

- i. 29 CFR 1910 – General Industry
- ii. 29 CFR 1926 – Construction Excavation Standard, Subpart P

CHAPTER 22

Working At Night

I. PURPOSE

- a. To provide guidance when the need arises to conduct District business outside of normal operating hours. Nightwork hazards are like those faced during daylight hours but may be compounded by factors including reduced visibility, fatigue, and temperature differences.

II. DEFINITIONS

- a. Normal Work Shift – a period of no more than 10 consecutive hours during the day in a four-day work week.
- b. Night work – Any work performed outside of the normal work shift, especially when it is dark.

III. STANDARDS

- a. Occupational Safety and Health Act of 1970
- b. OSHA Regulations
 - i. 29 CFR 1910 – General Industry
 - ii. 29 CFR 1926 – Construction
- c. ANSI Safety Standards

IV. POLICY

- a. Non-emergency night work should be considered a last resort and should only be used where conditions prevent accomplishing certain tasks during the District’s regular operating hours.
- b. Employees assigned night work should prepare themselves by napping or resting prior to their shift.
- c. Prior to any night work operation Operations Managers and Crew Lead should conduct a pre-job brief and define the scope of the work to be done. The employees assigned to the night work. The pre-job brief should identify the following:
 - i. The timeframe of the nightwork assignment including preparation, start, end, and decommission times.
 - 1. Timing should be based upon District personnel availability, traffic patterns, water or wastewater system use, Water or Wastewater system capacity, and public activity.
 - ii. A list of personnel and their respective duties including the Manager or Manager assigned to aid the work detail if needed.
 - iii. A list of equipment, tools, vehicles, and supplies needed to complete the job.
 - iv. Any permitting or notification needed prior to accessing the worksite.
 - v. A list of emergency contact numbers.
 - vi. The anticipated safety hazards of the work to be performed and the controls that will be used to reduce the risk of injury or property damage. Anticipated hazards

include but are not limited to:

1. Traffic control.
 2. Visibility
 3. Fatigue of workers
 4. Fatigue, impairment, or distraction of the public
 5. Weather
 6. Other contractors or projects in the vicinity.
- d. An onsite competent person shall be designated as the employee in charge. The Competent person should be trained and certified by the District and be familiar with the contents of this policy. The Competent person will be able to identify and control hazards. If the conditions of the work site change and jeopardize the safety of District employees, District property, members of the public, or private property, the work will be suspended and not resumed until a reevaluation can occur.
 - e. Operations Managers or Managers should check on their employees periodically during a night work assignment to assess alertness and safety.
 - f. Following the completion of the work, district personnel will be given adequate time to rest before reporting for the next work shift. (See the District Emergency Call Outs, Call back, EFRE Pay and Premium Pay policy in the MWD Employee Manual (5.7.A.) for details.)

V. TRAINING

- a. Employees scheduled for night work should be familiar with the hazards of working at night and be able to adequately control for those hazards.
 - b. Employees working at night should be provided with and know how to use appropriate personal protective equipment (PPE) for working in low light conditions (i.e., hi-visibility retroreflective clothing).
 - c. If work is to be done in a roadway, at least one employee should have Traffic Control Maintainer certification.
 - d. Only ATSSA or equivalent, trained, and certified flaggers may be used where the traffic control plan calls for flagging operations.
- b. OSHA Regulations
 - i. 29 CFR 1910 – General Industry
 - ii. 29 CFR 1926 – Construction
 - c. ANSI Safety Standards

CHAPTER 23 HOUSEKEEPING

I. PURPOSE

- a. The District will maintain clean, orderly, sanitary, and safe work areas, materials, and equipment, and eliminate or control employee exposure to hazardous conditions.

II. DEFINITIONS

- a. Combustible dust means a combustible particulate solid that presents a fire or deflagration hazard when suspended in air or some other oxidizing medium over a range of concentrations, regardless of particle size or shape.
- b. Deflagration means propagation of a combustion zone at a speed that is less than the speed of sound in the unreacted medium.
- c. Explosion means the bursting or rupture of an enclosure or a container due to the development of internal pressure from deflagration.

III. STANDARDS

- a. Occupational Safety and Health Act of 1970
 - i. OSHA Regulations
 1. 29 CFR 1910.22 – Walking Working Surfaces - General Industry
 2. 29 CFR 1926.25 – Housekeeping - Construction

IV. POLICY

a. All Working Surfaces

- i. Keep all walking and working surfaces clean, sanitary, and orderly.
- ii. Keep work surfaces dry.
- iii. Clean up small spills immediately; report large spills to a supervisor.
- iv. Ensure that all walking and working surfaces and passageways are free from debris, ice, snow, mud, or other potentially hazardous items.

b. Emergencies

1. All evacuation routes will be clearly marked and unobstructed.
2. Access to fire extinguishers and other emergency equipment is unobstructed.
3. All emergency-related signs, placards, posters, notices, and markings are always clearly visible and legible.
4. All used emergency and fire-fighting equipment is replaced.

c. Floors

- i. Provide warning signs for wet floor areas.
- ii. Clean up small spills immediately; report large spills to a supervisor.
- iii. Use no-skid waxes and surfaces coated with grit to create nonslip surfaces in slippery areas such as shop, toilet, and shower areas.
- iv. Immediately clean up all spilled hazardous materials or liquids according to hazardous material spill response procedures.
- v. Immediately repair, cover, or otherwise make safe any holes in the floor or other walking surface.
- vi. Re-lay or stretch carpets that bulge or have become bunched to prevent tripping hazards.
- vii. Promptly remove combustible scrap, debris, and waste, and discard them according to the waste disposal procedures.
- viii. Keep toilets and washing facilities clean and sanitary.
- ix. Eliminate uneven floor surfaces.
- x. Where wet processes are used, ensure that drainage channels are kept clear and that dry standing places such as mats are provided.
- xi. Use waterproof footwear to decrease slip and fall hazards in areas that are frequently wet.
- xii. Restrict or control access to wet floors or cover them with nonslip materials.

d. Aisles and Passageways

- i. All entryways and exits will be kept clean, dry, and clear of all obstructions.
- ii. Keep aisles and passageways clear and marked as appropriate.
- iii. Tape or otherwise anchor to the floor temporary electrical cords that cross aisles.
- iv. Store materials or equipment in such a way that sharp projections will not interfere with or protrude into aisles or passageways.
- v. Clean up small spills immediately and report large spills to a supervisor.
- vi. Arrange aisles or walkways that pass near moving or operating machinery, welding operations, or similar operations so that employees will not be subjected to potential hazards.

e. Elevated Surfaces

- i. Pile, stack, or rack material on elevated surfaces in a manner that will prevent the material from tipping, falling, collapsing, rolling, or spreading.
- ii. All stairways will be kept clean, dry, and free of debris.
- iii. No accumulation of any material will be allowed on stairs or in stairways or stairwells.

f. Lighting

- i. Ensure that all halls and stairwells are well lighted to help reduce accidents and promote security. Replace lightbulbs and/or fixtures as necessary to always maintain adequate lighting.

g. Fire and Explosion Prevention

- i. Flammable and combustible materials and residues will be controlled so that they do not cause or contribute to a fire emergency.
- ii. No open flames, smoking, sparks, or welding will be allowed in storage areas with flammable liquids.
- iii. Electrical equipment must be explosion-proof if flammable or combustible liquid will be stored near such equipment.
- iv. Keep flammable and combustible liquids away from direct sunlight and stored in a cool, dry place.
- v. The storage area must be well ventilated to prevent vapors from building up; the vents should be from floor to ceiling.
 - 1. Store oxidizers and other incompatible materials away from flammable and combustible liquids to prevent a dangerous reaction.
- vi. Use secondary containment methods to make sure any spills are contained.
- vii. Return flammable and combustible liquids to their storage location immediately after use.
- viii. Store flammable and combustible liquids in approved fire-resistant containers with self-closing lids. Ensure that such containers are grounded and bonded during any transfer of flammable or combustible liquids between containers. These containers prevent sparks and other ignition sources from igniting the liquids stored in them. Keep the containers closed when not in use.
- ix. Used rags
- x. Put rags soaked with flammable or combustible liquids in approved, closed containers. The containers must be kept closed to prevent vapor buildup.

- xi. Do not store reactive materials near one another. Reactive materials, when mixed, often create an exothermic reaction, which produces heat and could cause these materials to spontaneously combust.
- xii. Combustible dusts that accumulate on surfaces can cause a deflagration, other fires, or an explosion. Combustible dusts are often either organic or metal dusts that are finely ground into very small particles, fibers, fines, chips, chunks, flakes, or a small mixture of these.
- xiii. Routinely remove accumulations of combustible dust from elevated surfaces, including the overhead structure of buildings. Accumulations will be removed and collected in dust collectors.

h. Electrical and Hot Equipment

- i. Keep combustible materials, dust, and grease away from electrical equipment and hot machinery.
- ii. Always maintain a clear access to electrical panels so that they can be opened quickly in case of an emergency that requires the power to a machine or the building to be shut down.
- iii. Employees will not perform housekeeping duties near live electrical parts where there is a possibility of contact, unless adequate safeguards such as insulating equipment or barriers are provided. See the Electrical Safety Policy for information about safe work distances and other electrical hazard control procedures.
- iv. Electrical equipment will be kept free of dust, debris, and grease.
- v. Electrically conductive cleaning materials, including conductive solids such as steel wool, metalized cloth, and silicon carbide, as well as conductive liquid solutions, will not be used near energized parts.

i. Extension Cords

- i. Electric extension cords will be inspected before each use and kept in good condition.
- ii. Employees will not yank cords from electrical outlets.
- iii. Tools and equipment that require grounding will be used in conjunction with a three-wire grounded-extension cord.
- iv. Never use extension cords to replace permanent wiring.
- v. If an extension cord is used for temporary wiring, it must be listed by Underwriters Laboratories or another recognized testing laboratory.

- vi. Avoid kinking or excessive bending of the cord; broken strands may pierce the insulated covering and become a shock or short-circuit hazard.

j. Fire Exits

- i. Always keep evacuation routes clear.
- ii. Don't store boxes or other items in aisles, hallways, or stairwells that lead to emergency exits.
- iii. Ensure that exit doors are kept clear on both sides so that they can be easily opened in an emergency.

k. Fire Extinguishers

- i. Access to extinguishers will always be kept clear.
- ii. Extinguishers will always be kept visible.

l. Waste recycling and Disposal

- i. Scrap materials will be collected and sorted for recycling or disposal.
- ii. Scrap containers will be placed near areas where the waste is produced to encourage orderly waste recycling or disposal.
- iii. All waste containers will be emptied as needed.
- iv. Covered metal waste cans will be provided for oily or paint-soaked waste.

m. Hazardous Chemical Spill Control

- i. Large spills will be managed according to the manufacturer's spill cleanup recommendations listed on the SDS sheet.
- ii. Regularly cleaning and maintaining machines and equipment are ways to do this. Others are to use drip pans and guards where spills might occur.

n. General Storage

- i. Store or stack materials to allow a clear space of 3 feet or more under water sprinkler heads.
- ii. Stack cartons and drums on a firm foundation and crosstie them where necessary to reduce the chance of their movement.
- iii. Do not allow stored materials to obstruct aisles, stairs, exits, fire equipment, emergency eyewash fountains, emergency showers, or first aid stations.
- iv. All storage areas will be clearly marked.

o. Machines and Tools

i. Machines

1. Keep the area around machines clear of combustibles, slip and trip hazards, or any other debris.
2. Inspect machines before use.
3. Ensure that all guards are in place and operating properly.
4. Follow lockout/tagout procedures when servicing or repairing a machine.
5. When done using the machine, put away tools and clean up both the machine and the work area.

ii. Hand and Power Tools

1. Store blades and sharp tools carefully so that they do not create a hazard when not in use.
2. Store new blades for band saws, circular saws, or utility knives in labeled boxes.
3. When it's time to discard an old blade, cover the sharp edge with tape or cardboard and discard the blade directly into a metal trash container or dumpster.
4. Keep blades on utility knives sheathed or retracted when not in use.

p. Personal Protective Equipment (PPE)

- i. PPE is provided to and worn by employees performing housekeeping activities.
- ii. PPE will not be used as a substitute for engineering, safe work practice, or administrative controls for preventing exposure to recognized hazards.
- iii. PPE for housekeeping operations include:
 1. Eye protection
 2. Gloves
 3. Proper shoes
 4. Dust masks
 5. Other items such as protective clothing, respirators, and hearing protection, depending on the hazards
 6. Employees involved in housekeeping activities will implement the following PPE use and care procedures:
- iv. Inspect PPE before each use, checking for signs of wear or damage.
- v. Keep PPE clean.

- vi. Store PPE properly according to instructions on labels or received during training to prevent damage or contamination from dirt or chemicals.
- vii. Replace PPE when it is worn out, damaged, or no longer provides the protection that is required.
- viii. When performing housekeeping tasks, employees will select the right equipment for the job, including the right PPE. Employees must consult with a supervisor concerning appropriate PPE when starting a new job or housekeeping task.

DRAFT

CHAPTER 24

TRENCHING AND EXCAVATION

I. PURPOSE

- a. This Excavation Safety Program has been developed to protect employees from safety hazards that may be encountered during work in trenches and excavations. This program is intended to assure that
 - i. Employees who perform work in excavations are aware of their responsibilities and know how to perform the work safely.
 - ii. The District has appointed one or more individuals within the company to assure compliance with the requirements of this program.
 - iii. The responsibilities of Responsible Person(s) and workers are clearly detailed.
 - iv. All persons involved in excavation and trenching work will receive appropriate training in the safe work practices that must be followed when performing this type of work.

II. DEFINITIONS

- **Accepted engineering practices:** the standards of practice required by a registered professional engineer.
- **Aluminum hydraulic shoring:** a manufactured shoring system consisting of aluminum hydraulic cylinders (cross braces) used with vertical rails (uprights) or horizontal rails (wales). This system is designed to support the sidewalls of an excavation and prevent cave-ins.
- **Bell-bottom pier hole:** a type of shaft or footing excavation, the bottom of which is made larger than the cross section above to form a bell shape.
- **Benching system:** a method of protecting employees from cave-ins by excavating the sides of an excavation to form one or more horizontal steps, usually with vertical or near-vertical surfaces between levels.
- **Cave-in:** the movement of soil or rock into an excavation, or the loss of soil from under a trench shield or support system, in amounts large enough to trap, bury, or injure and immobilize a person.
- **Competent person:** a person who has been trained to identify hazards in the workplace, or working conditions that are unsafe for employees, and who has the authority to have these hazards corrected.
- **Cross braces:** the horizontal members of a shoring system installed from side to side of the excavation. The cross braces bear against either uprights or wales.
- **Excavation:** any man-made cut, cavity, trench, or depression in an earth surface formed by earth removal.
- **Faces or sides:** the vertical or inclined earth surfaces formed because of excavation work.
- **Failure:** the movement or damage of a structural member or connection that makes it unable to support loads.
- **Hazardous atmosphere:** an atmosphere that is explosive, flammable, poisonous, corrosive, oxidizing, irritating, oxygen deficient, toxic, or otherwise harmful, that may cause death, illness, or injury.
- **Kickout:** the accidental movement or failure of a cross brace.

- **Program Manager:** the individual within the company who oversees excavation work and is responsible for assuring compliance with this program.
- **Protective system:** a method of protecting employees from cave-ins, from material that could fall or roll from an excavation face into an excavation, or from the collapse of adjacent structures. Protective systems include support systems, sloping and benching systems, shield systems, and other systems that provide the necessary protection.
- **Ramp:** an inclined walking or working surface that is used to gain access to one point from another. A ramp may be constructed from earth or from structural materials such as steel or wood.
- **Sheeting:** the members of a shoring system that retain the earth in position and in turn are supported by other members of the shoring system.
- **Shield system:** a structure used in an excavation to withstand cave-ins and which will protect employees working within the shield system. Shields can be permanent structures or portable units moved along as work progresses. Shields used in trenches are usually referred to as trench boxes or trench shields.
- **Shoring system:** a structure that is built or put in place to support the sides of an excavation to prevent cave-ins.
- **Sides:** see faces.
- **Sloping system:** sloping the sides of an excavation away from the excavation to protect employees from cave-ins. The required slope will vary with soil type, weather, and surface or near surface loads that may affect the soil in the area of the trench (such as adjacent buildings, vehicles near the edge of the trench, etc.).
- **Stable rock:** natural solid mineral material that can be excavated with vertical sides that will remain intact while exposed.
- **Structural ramp:** a ramp build of steel or wood, usually used for vehicle access. Ramps made of soil or rock are not considered structural rams.
- **Support system:** a structure used as underpinning, bracing or shoring, which provides support to an adjacent structure, underground installation, or the sides of an excavation.
- **Tabulated data:** tables and charts approved by a registered professional engineer and used to design and construct a protective system.
- **Trench:** a narrow excavation (in relation to its height) made below the surface of the ground.
- **Trench box or trench shield:** see shield.
- **Uprights:** the vertical members of a trench shoring system placed in contact with the earth and usually positioned so the individual members do not contact each other. Uprights placed so that individual members are closely spaced, in contact with or interconnected to each other, are often called sheeting.
- **Wales:** horizontal members of a shoring system placed in the direction of the excavation face whose sides bear against the vertical members of the shoring system or earth (the uprights or sheeting). All excavations performed by District personnel, or locations where District employees will need to enter, shall comply with all applicable OSHA and state construction safety standards.

III. STANDARDS

- a. Occupational Safety and Health Act of 1970
- b. b. OSHA Regulations

- c. NFPA 70 E – Standard for Electrical Safety in the workplace
- d. ANSI Safety Standards

IV. **RESPONSIBILITY**

- a. **Managers** will act as the competent person for the District in reference to this program and must assure that the procedures described in this program are followed. They will ensure that any employees entering excavations or trenches are properly trained and equipped to perform their duties safely.
Any changes to the Excavation Safety Program shall be approved by the Human Resources Manager and shall be reviewed by a qualified person as the job progresses to determine additional practices, procedures, or training needs necessary to prevent injuries. Affected employees shall be notified of procedure changes and trained if necessary.
- b. **Managers** will monitor the overall effectiveness of the program. Provide atmospheric testing, personal protective equipment, protective systems, and appropriate training as needed.
- c. **Employees** who work in or around excavations must comply with the requirements of this program. Employees are responsible for reporting hazardous practices or situations to their direct supervisor as well as reporting incidents that cause injury to themselves or to other employees.
- d. Before entering a trench or excavation, the employee must be trained in trench safety and be aware of the hazards involved.
- e. Before entering a trench or excavation, an air test must be performed. If it meets the definition of a confined space the necessary controls to protect the employee from a hazardous atmosphere must be in place before entering.
- f. Hard hats must be always worn while in a trench or excavation.
- g. Employees must evacuate a trench or excavation if evidence exists of possible cave-ins, slides, failure of protective systems, hazardous atmospheres, or other hazardous conditions.
- h. Prior to excavation, the location of underground installations (sewer, telephone, electrical, fuel, natural gas, water, and other utility lines) must be identified.
- i. The protective systems for excavations more than 20 feet deep must be designed by a registered professional engineer in accordance with 29 CFR 1926.652 (b) and (c).

V. **POLICY**

a. **Competent Person**

- i. A Competent Person is a person who can identify existing and potential hazards in the work area or can identify working conditions which are hazardous to employees. A Competent Person has authorization from the District to take prompt corrective measures to eliminate these hazards.
- ii. Whenever an excavation is considered, an on-site Competent Person shall be designated to ensure that proper conditions are present and that correct work practices are adhered to prior to the commencement of, during, and at the conclusion of such excavations.
- iii. The on-site Competent Person shall be present during the entire excavation period.
- iv. No employee shall be designated as a Competent Person unless the employee

has attended a Utah OSHA approved trench and shoring Competent Person training course and has received an annual refresher training within the previous twelve months of the date of excavation.

- v. Each affected work-unit will establish and maintain a list of qualified primary competent persons and alternates.
- vi. A Competent Person will inspect each excavation daily prior to the start of work, after every rainstorm or any other hazard increasing occurrence, and as needed throughout the shift.

b. Excavation Requirements

i. Utilities and Pre-Work Site Inspection

- 1. Prior to excavation, the site shall be thoroughly inspected by a competent person to determine if special safety measures must be taken.

ii. Surface Encumbrances

- 1. All equipment, materials, supplies, permanent installations (i.e., buildings or roadways), trees, brush, boulders, and other objects at the surface that could present a hazard to employees working in the excavation shall be removed or supported as necessary to protect employees.

iii. Underground Installations

- 1. The location of sewer, telephone, fuel, electric, water, or any other underground installations or wires that may be encountered during excavation work shall be determined and marked prior to opening an excavation. Arrangements shall be made as necessary by Responsible Person with the appropriate utility entity for the protection, removal, shutdown, or relocation of underground installations.
- 2. If it is not possible to establish the exact location of these installations, the work may proceed with caution if detection equipment or other safe and acceptable means are used to locate the utility.
- 3. Excavation shall be done in a manner that does not endanger the underground installations or the employees engaged in the work. Utilities left in place shall be protected by barricades, shoring, suspension, or other means as necessary to protect employees.

iv. Protection of the Public

- 1. Barricades, walkways, lighting, and posting shall be provided as necessary for the protection of the public prior to the start of excavation operations.
- 2. Guardrails, fences, or barricades shall be provided on excavations adjacent to walkways, driveways, and other pedestrian or vehicle thoroughfares. Warning lights or other illumination shall be maintained as necessary for the safety of the public and employees from sunset to sunrise.
- 3. Wells, holes, pits, shafts, and all similar hazardous excavations shall be effectively barricaded or covered and posted as necessary to prevent unauthorized access. All temporary excavations of this type shall be backfilled as soon as possible.
- 4. Walkways or bridges protected by standard guardrails shall be provided where employees and the public are permitted to cross over excavations. Where workers in the excavation may pass under these walkways or bridges, a standard guardrail and toe board shall be used to prevent the hazard of falling objects. Information on the requirements for guardrails and toe boards may be obtained by contacting.

v. Protection of Employees

1. Stairs, ladders, or ramps shall be provided at excavation sites where employees are required to enter trench excavations over four (4) feet deep. The maximum distance of lateral travel (along the length of the trench) necessary to reach the means of egress shall not exceed 25 feet.
2. Heavy machinery will be de-energized when employees are required to perform work within the reach of any moving part of the machinery.

vi. Structural Ramps

1. Structural ramps used solely by employees as a means of access or egress from excavations shall be designed by a competent person. Structural ramps used for access or egress of equipment shall be designed by a person qualified in structural design, and shall be constructed in accordance with the design.
2. Ramps and runways constructed of two or more structural members shall have the structural members connected to prevent movement or displacement.
3. Structural members used for ramps and runways shall be of uniform thickness.
4. Cleats or other appropriate means used to connect runway structural members shall be attached to the bottom of the runway or shall be attached in a manner to prevent tripping.
5. Structural ramps used in place of steps shall be provided with cleats or other surface treatments on the top surface to prevent slipping.

vii. Ladders

1. When portable ladders are used, the ladder side rails shall extend a minimum of three (3) feet above the upper surface of the excavation.
2. Ladders shall have nonconductive side rails if work will be performed near exposed energized equipment or systems.
3. Two or more ladders, or a double-cleated ladder, will be provided where 25 or more employees will be conducting work in an excavation where ladders serve as the primary means of egress, or where ladders serve two-way traffic.
4. Ladders will be inspected prior to use for signs of damage or defects. Damaged ladders will be removed from service and marked with "Do Not Use" until repaired.
5. Ladders shall be used only on stable and level surfaces unless secured. Ladders placed in any location where they can be displaced by workplace activities or traffic shall be secured, or barricades shall be used to keep these activities away from the ladders.
6. Non-self-supporting ladders shall be positioned so that the foot of the ladder is one-quarter of the working length away from the support.
7. Employees are not permitted to carry any object or load while on a ladder that could cause them to lose their balance and fall.

viii. Exposure to Vehicular Traffic

1. Employees exposed to vehicular traffic shall be provided with and shall wear warning vests or other suitable garments marked with or made of reflectorized or high-visibility material. Warning vests worn by flagmen shall be red or orange and shall be reflectorized material if worn during night work. Emergency lighting, such as spotlights or portable lights, shall be provided as needed to perform work safely.

ix. Exposure to Falling Loads

1. No employee is permitted underneath loads being handled by lifting or digging equipment. Employees are required to stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials.
2. Operators may remain in the cabs of vehicles being loaded or unloaded when the vehicles provide adequate protection for the operator during loading and unloading operations.

x. Warning System for Mobile Equipment

1. A warning system shall be used when mobile equipment is operated adjacent to the edge of an excavation if the operator does not have a clear and direct view of the edge of the excavation. The warning system shall consist of barricades, hand or mechanical signals, or stop logs. If possible, the grade should be away from the excavation.

xi. Hazardous Atmospheres

1. Responsible Person will test the atmosphere in excavations over four (4) feet deep if a hazardous atmosphere exists or could reasonably be expected to exist.
 - a. Adequate precautions shall be taken to prevent employee exposure to atmospheres containing less than 19.5 percent oxygen and other hazardous atmospheres. These precautions include providing proper respiratory protection or forced ventilation of the workspace.
 - b. Forced ventilation or other effective means shall be used to prevent employee exposure to an atmosphere containing a flammable gas in excess of ten (10) percent of the lower flammability limit of the gas.
 - c. When controls are used that are intended to reduce the level of atmospheric contaminants to acceptable levels, continuous air monitoring will be performed by Responsible Person. The device used for atmospheric monitoring shall be equipped with an audible and visual alarm.
 - d. Atmospheric testing will be performed using a properly calibrated direct reading gas monitor. Direct reading gas detector tubes or other acceptable means may also be used to test potentially toxic atmospheres.
 - e. Each atmospheric testing instrument shall be calibrated by Responsible Person on a schedule and in the manner recommended by the manufacturer. In addition:
 - i. Any atmospheric testing instrument that has not been used within 30 days shall be recalibrated prior to use.
 - ii. Each atmospheric testing instrument shall be calibrated at least every six (6) months.
 - f. Each atmospheric testing instrument will be field checked immediately prior to use to ensure that it is operating properly.

xii. Personal Protective Equipment

1. All employees working in trenches or excavations shall wear approved hardhats and steel-toed shoes or boots.
2. Employees exposed to flying fragments, dust or other materials produced by drilling, sawing, sanding, grinding, and similar operations shall wear

approved safety glasses with side shields.

3. Employees performing welding, cutting, or brazing operations, or are exposed to the hazards produced by these tasks, shall wear approved spectacles or a welding face shield or helmet, as determined by Responsible Person.
4. Employees shall wear, as determined by Responsible Person, approved gloves, or other suitable hand protection.
5. Employees using or working in the immediate vicinity of hammer drills, masonry saws, jackhammers, or similar high noise producing equipment shall wear suitable hearing protection, as determined by Responsible Person.
6. Each employee working at the edge of an excavation six (6) feet or deeper shall be protected from falling. Fall protection shall include guardrail systems, fences, barricades, covers, or a tie-back system meeting OSHA requirements, as determined by Responsible Person.
7. Emergency rescue equipment, such as breathing apparatus, a safety harness and line, and a basket stretcher, shall be readily available where hazardous atmospheric conditions exist or may develop during work in an excavation. This equipment shall be attended when in use. Only personnel who have received approved training and have appropriate equipment shall attempt retrieval that would require entry into a hazardous atmosphere. If entry into a known hazardous atmosphere must be performed, then Responsible Person shall be given advance notice so that the hazards can be evaluated and rescue personnel placed on standby if necessary.

xiii. Walkways and Guardrails

1. Walkways shall be provided where employees or equipment are permitted to cross over excavations. Guardrails shall be provided where walkways, accessible only to on-site project personnel, are six (6) feet or more above lower levels.

xiv. Protection from Water Accumulation Hazards

1. Employees are not permitted to work in excavations that contain or are accumulating water unless precautions have been taken to protect them from the hazards posed by water accumulation. Precautions may include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of safety harnesses and lifelines.
2. If water is controlled or prevented from accumulating using water removal equipment, the water removal equipment and operation shall be monitored by a person trained in the use of that equipment.
3. If excavation work interrupts the natural drainage of surface water (such as streams), diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering the excavation. Precautions shall also be taken to provide adequate drainage of the area adjacent to the excavation. Excavations subject to runoff from heavy rains shall be reinspected by Responsible Person after each rain incident to determine if additional precautions, such as special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of safety harnesses and lifelines, should be used.
4. Responsible Person shall inform affected workers of the precautions or

procedures that are to be followed if water accumulates or is accumulating in an excavation.

xv. Stability of Adjacent Structures

1. Responsible Person will determine if the excavation work could affect the stability of adjoining buildings, walls, sidewalks, or other structures.
 - a. Support systems (such as shoring, bracing, or underpinning) shall be used to assure the stability of structures and the protection of employees where excavation operations could affect the stability of adjoining buildings, walls, or other structures.
 - b. Excavation below the level of the base or footing of any foundation or retaining wall that could be reasonably expected to pose a hazard to employees shall not be permitted, except when:
 - i. a support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure;
 - ii. the excavation is in stable rock;
 - iii. a registered professional engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity; or a registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees.
 - c. Sidewalks, pavements, and appurtenant structures shall not be undermined unless a support system or other method of protection is provided to protect employees from the possible collapse of such structures.
 - d. Where review or approval of a support system by a registered professional engineer is required, Responsible Person shall secure this review and approval in writing before the work begins.

xvi. Protection from Falling Objects and Loose Rocks or Soil

1. Adequate protection shall be provided to protect employees from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. Such protection shall consist of:
 - a. scaling to remove loose material.
 - b. installation of protective barricades, such as wire mesh or timber, at appropriate intervals on the face of the slope to stop and contain falling material; or
 - c. benching sufficient to contain falling material.
2. Excavation personnel shall not be permitted to work above one another where the danger of falling rock or earth exists.
3. Employees shall be protected from excavated materials, equipment, or other materials that could pose a hazard by falling or rolling into excavations.
4. Protection shall be provided by keeping such materials or equipment at least two (2) feet from the edge of excavations, by use of restraining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations, or by a combination of both if necessary.
5. Materials and equipment may, as determined by Responsible Person, need to be stored further than two (2) feet from the edge of the

excavation if a hazardous loading condition is created on the face Of the excavation.

6. Materials piled, grouped, or stacked near the edge of an excavation must be stable and self-supporting.

xvii. Inspection by Program Manager

1. The Program Manager, Responsible Person, shall conduct daily inspections of excavations, adjacent areas, and protective systems for evidence of a situation that could result in possible cave-ins, failure of protective systems, hazardous atmospheres, or other hazardous conditions. An inspection shall be conducted by Responsible Person prior to the start of work and as needed throughout the shift. Inspections shall also be made after every rain-storm or other hazard-increasing occurrence. These inspections are only required when the trench will be or is occupied by employees.
2. Where the Responsible Person finds evidence of a situation that could result in a possible cave-in, failure of protective systems, hazardous atmosphere, or other hazardous conditions, exposed employees shall be removed from the hazardous area until precautions have been taken to assure their safety.
3. Responsible Person shall maintain a written log of all inspections conducted. This log shall include the date, work site location, results of the inspection, and a summary of any action taken to correct existing hazards.
4. Any excavation or trench five feet or more in depth (or less than five feet and showing potential of cave-in) will be provided cave-in protection through shoring, sloping, benching, or the use of trench shields. Specific requirements of each system are dependent upon the soil classification as determined by the Competent Person. Each trench or excavation that is four feet or more in depth must have a stairway, ramp, ladder, or other safe means of egress within 25 feet of every employee in the trench or excavation.

xviii. All trenches and excavations must have a warning system which consists of barricades, hand signals, mechanical signals, or flashing lights at night.

xix. Adequate protection from hazards associated with water accumulation shall be in place.

xx. Employees exposed to vehicular traffic during daytime work will be provided with and shall wear a vest, shirt, or jacket that shall be orange, yellow, yellow-green or a fluorescent version of these colors.

xxi. Employees exposed to vehicular traffic during nighttime work will be provided with and shall wear a vest, shirt, or jacket that shall be retro reflective and that is orange, yellow, yellow-green or a fluorescent version of these colors. The retro reflective clothing shall be designed to clearly identify the wearer as a person and shall be visible at a minimum distance of 300 m (1,000 ft).

xxii. All excavated materials and other equipment will be kept at least two feet from the edge of the trench or excavation.

xxiii. All surface encumbrances that create a hazard to employees will be removed or supported as necessary to safeguard employees.

VI. TRAINING

a. Training Schedule

- i. All personnel involved in trenching or excavation work shall be trained in the requirements of this program.
- ii. Training shall be performed before employees are assigned duties in excavations.
- iii. Retraining will be performed when work site inspections indicate that an employee does not have the necessary knowledge or skills to safely work in or around excavations, or when changes to this program are made.

b. Training Components

- i. The training provided to all personnel who perform work in excavations shall include:
 1. The work practices that must be followed during excavating or working in excavations.
 2. The use of personal protective equipment that will typically be required during work in excavations, including but not limited to safety shoes, hardhats, and fall protection devices.
 3. Procedures to be followed if a hazardous atmosphere exists or could reasonably be expected to develop during work in an excavation.
 - a. Emergency and non-entry rescue methods, and the procedure for calling rescue services.
- be expected to develop during work in an excavation.
 - a. Emergency and non-entry rescue methods, and the procedure for calling rescue services.
 - b. Company Name policy on reporting incidents that cause injury to employees.

26
Chapter 25
HAND TOOL SAFETY

I. PURPOSE

- a. The purpose of this policy is to protect District employees from the hazards of hand and power tools and to comply with the

II. DEFINITIONS

- a. **Hand Tool** – A tool that is non-powered or operates only through physical exertion by hand (e.g., axes, screwdrivers, wrenches, pliers, tin snips, and paper-cutting boards in offices) (list non-exhaustive).
- b. **Point of operation** – The area of a tool where the work is performed, which may expose the employee to injury if defective or not properly guarded.
- c. **Portable power tool** – A portable tool that requires a power source to operate, such as electric, pneumatic, liquid fuel, hydraulic, explosive-actuated, and powder-actuated device, or power supply. Examples of regulated portable power tools are portable abrasive wheels and grinders, lawn mowers, powered drills, portable circular saws, portable belt sanding machines, explosive-actuated fastening tools, jacks, and abrasive blast cleaning nozzles.

III. POLICY

a. Personal Protective Equipment (PPE)

- i. Employees using hand and power tools may be exposed to falling, flying, abrasive and splashing objects, flying dusts, fumes or mists, vapors, or gases, and should be fitted with the appropriate PPE necessary to protect them from hazards.

b. Hearing Protection

- i. Hearing protection is recommended when using power tools.
- ii. [See the Hearing Conservation Plan for more information about noise protection.]

c. Tool Maintenance

- i. All hand tool and portable power tools and similar equipment will be maintained regularly and kept in a safe working condition.

d. Housekeeping

- i. Floors will be kept as clean and dry as possible to prevent slips and falls.
- ii. Extension cords will be used as needed for temporary power only and must be stored properly when not in use.
- iii. Waste will be disposed of in the appropriate receptacles.

- iv. All work areas and walkways will be well lit.

e. Hand Tools

- i. Hand tools are non-powered or operate only through physical exertion by hand. The greatest hazards posed by hand tools result from misuse and improper maintenance.
- ii. Hand tool precautions include the following:
 - 1. Use the right tool for the job.
 - 2. Saw blades, knives, and other sharp tools will be directed away from aisle areas and other employees working in proximity.
 - 3. Wrenches, including adjustable, pipe, box-end, and socket-style wrenches, will not be used when the jaws or socket are stripped or sprung in such a way that slippage occurs.
 - 4. Impact tools such as drill pins or punches, wedges, and chisels will be kept free of mushroomed heads.
 - 5. Wooden-handled tools will be kept free of cracks and splinters and will be kept tightly attached to the working end of the tool.
 - 6. Tools will be stored in appropriate storage areas when not in use.

f. Portable Power Tools

- i. A portable tool is one that requires a power source to operate, such as electric, pneumatic, liquid fuel, hydraulic, explosive-actuated, and powder-actuated device, or power supply. Power tools can be hazardous if used improperly.
- ii. Examples of regulated portable power tools include:
 - 1. Portable abrasive wheels and grinders
 - 2. Lawn mowers
 - 3. Powered drills
 - 4. Portable circular saws
 - 5. Jacks
 - 6. Abrasive blast cleaning nozzles
- iii. Power tool general precautions include the following:
 - 1. Read the owner's manual to understand the tool's proper applications, limitations, operation, and hazards
 - 2. Use the right tool for the job.
 - 3. Inspect tools prior to each use. Inspection will include the power cord and plug.
 - 4. Wear proper eye and face protection while operating power tools.
 - 5. Never carry a tool by the cord or hose.
 - 6. Never yank the cord or the hose to disconnect it from the receptacle.
 - 7. Never stand in or near water when operating tools.
 - 8. Keep cords and hoses away from heat, oil, and sharp edges.
 - 9. Electric power tools will be either three-wire grounded or double-insulated and must be listed by Underwriters' Laboratories or another recognized listing agency.
 - 10. Disconnect tools and ensure a zero-energy state when not in use, prior to servicing and cleaning, and when changing accessories such as blades, bits, and cutters.
 - 11. Keep unauthorized persons away from the work area by using signage, barricades, stanchions, keyed access, etc.
 - 12. Avoid accidental starting; do not hold fingers on the switch button while carrying a plugged-in tool.

13. Maintain tools with care; keep them sharp and clean for best performance.
14. Never leave tools unattended with parts still moving; even after the machine is turned off, some parts may still be capable of moving.
15. Maintain good housekeeping practices by keeping the work area free of debris or other items that can get caught in tools or power equipment.
16. Follow instructions in the user's manual for the tool when lubricating and changing accessories.
17. Maintain good footing and balance when operating power tools.
18. Do not wear loose clothing, ties, or jewelry when operating portable power tools; such items can become caught in moving parts.
19. Remove all damaged or defective portable electric tools from use and tag them: "Do Not Use." If not repairable, cut off power cord and discard/recycle.
20. Always plug cord-connected, hand-held electric tools into ground-fault circuit interrupter (GFCI)-protected receptacles.
21. The maximum angular exposure of the portable grinding wheel periphery and sides for safety guards used on other portable grinding machines will not exceed 180° and the top half of the wheel will always be enclosed.
22. Never clamp a hand-held grinder in a vise.

g. Guards

- i. The hazardous moving parts of a power tool need to be safeguarded. For example, belts, gears, shafts, pulleys, sprockets, spindles, drums, fly wheels, chains, or other reciprocating, rotating, or moving parts of equipment shall be guarded if such parts are exposed to contact by employees.
- ii. Guards, as necessary, shall be provided to protect the operator and others from the following:
 1. Point of operation
 2. Nip points
 3. Rotating parts
 4. Flying chips and sparks
- iii. Power tool guarding precautions include the following:
 1. Always consult supervisor when the manufacturer recommendations for guarding a specific power tool are not available or cannot be implemented.
 2. Guards must not be removed or bypassed unless the power tool is unplugged or locked out from the power source and is in a zero-energy state.
 3. Notify a supervisor immediately when any unguarded moving parts or dangerous points of operation are observed. Stop work and shut down the tool until the condition is corrected.
 4. Do not use unauthorized or damaged guards.
 5. Operate power tools only when all guards are in place and properly attached according to the manufacturer's recommendations and are functioning properly.
 6. If a guard is damaged, bypassed, or missing, the tool will be removed from service and tagged with "Do Not Use" until repairs can be made.

h. Safety Switches

- i. All hand-held power tools will be fitted with any one of the following safety switch methods as appropriate for the tool:
- ii. A momentary contact "on-off" control.
 - 1. A lock-on control if turnoff can be accomplished by a single motion of the same finger or fingers that turn it on.
 - 2. A pressure switch which requires constant pressure to run and will shut off when the pressure is released, such as required for hand-held gasoline-powered chain saws.

i. Electric Tools

- i. Portable electric tools will be of the approved double-insulated type and used with an approved grounding device such as a GFI (Ground Fault Indicator) to prevent the unlikely event of an electrical shock.
- ii. Electric-power operated tool precautions include the following:
 - 1. Never use electrical cords for hoisting or lowering tools.
 - 2. Unplug the power cord by pulling on the plug rather than pulling on the cord.
 - 3. Keep cords and hoses away from heat, oil, and sharp edges.
 - 4. Operate electrical tools only within their design limitations.
 - 5. Wear gloves and safety footwear as appropriate during use of electric tools.
 - 6. When not in use, store electrical tools in a dry place.
 - 7. Do not use electrical tools in damp or wet locations without authorization and proper precautions taken to prevent electrical shock.

j. Pneumatic Tools

- i. Pneumatic tools are powered by compressed air and include chippers, drills, hammers, and sanders.
- ii. Pneumatic tool precautions include the following:
 - 1. Pneumatic power tools will be secured to the hose or whip by some positive means such as a tool retainer to prevent the tool from becoming accidentally disconnected.
 - 2. Safety clips or retainers will be securely installed and maintained on pneumatic impact (percussion) tools to prevent attachments from being accidentally expelled.
 - 3. Eye protection is required, and face protection is recommended for employees working with pneumatic tools.
 - 4. Use appropriate hearing protection when working with noisy tools such as jackhammers.
 - 5. Screens must be set up to protect nearby workers from being struck by flying fragments around chippers, air hammers, grinders, or air drills.
 - 6. The safe operating pressure stated by the manufacturer will not be exceeded.
 - 7. Pneumatic powered tools will be secured to the hose or connection by a positive means to prevent them from being accidentally expelled.
 - 8. Hoses will not be used for hoisting or lowering.
 - 9. All hoses exceeding ½ inch inside diameter must have a safety device to reduce pressure should the hose fail.

10. A safety clip or retainer must be installed to prevent attachments, such as chisels on a chipping hammer, from being unintentionally shot from the barrel.
11. Compressed air guns must never be pointed toward anyone. Users must never "dead-end" the gun against themselves or anyone else.
12. Eye protection must be worn when operating a compressed air gun.
13. Supplied compressed air will not be used for cleaning purposes except when reduced to 30 pounds per square inch (psi) and then only with effective chip guarding and with proper PPE.
14. Abrasive blasting nozzles will be equipped with a valve which must be activated manually for operation and a holding rack for non-operation. The nozzle will be mounted on a support when it is not in use.

k. Hydraulic Power Tools

- i. The fluid used in hydraulic powered tools will be fire-resistant and must retain its operating characteristics at the most extreme temperatures to which it will be exposed. The manufacturer's safe operating pressures for hoses, valves, pipes, filters, and other fittings will not be exceeded.

l. Jacks

- i. A jack is an appliance for lifting and lowering or moving horizontally a load by application of a pushing force. Jacks may be lever and ratchet, screw, or hydraulic.
- ii. The manufacturer's rated capacity for the jack will be legibly marked on all jacks and will not be exceeded. All jacks will have a positive stop to prevent and stop over-travel.
- iii. When providing a firm foundation, the jack base, as well as the cap, will be blocked or cribbed to prevent slippage.
- iv. Where there is a possibility of slippage of the metal cap of the jack, a wood block shall be placed between the cap and the load.
- v. Jacks will be maintained according to the manufacturer's recommendations and inspected at least every 6 months and prior to use.
- vi. For jacks subjected to abusive conditions such as freezing, load shock, or extreme heat, the jack will be examined for possible defects.
- vii. Any jack found damaged or defective will be removed from service immediately and tagged with a "Do Not Use" tag. It is not to be used until repaired by a person qualified to perform such repairs.

m. Fuel-Powered Tools

- i. All fuel-powered tools will be stopped during refueling, servicing, or maintenance.
- ii. Fuel will be transported, handled, and stored in accordance with USEPA and USDOT rules and procedures.
- iii. When fuel-powered tools are used in enclosed spaces, the applicable requirements for toxic gas monitoring and use of PPE will be applied.

V. TRAINING

a. All employees shall be trained on the safe use of hand and power tools.

b.

- vi. For jacks subjected to abusive conditions such as freezing, load shock, or extreme heat, the jack will be examined for possible defects.

- vii. Any jack found damaged or defective will be removed from service immediately and tagged with a "Do Not Use" tag. It is not to be used until repaired by a person qualified to perform such repairs.

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DRAFT

CHAPTER 26

SYSTEM CONTAMINATION PREVENTION

I. PURPOSE

- a. To prevent the contamination of the District culinary water system through natural means, negligence, or intentional acts of sabotage.

II. DEFINITIONS

- a. **Access Control** – is the selective restriction of access to a place or other resource.
- b. **Contamination** – the action or state of making or being made impure by polluting or poisoning.
- c. **Process control** – is the ability to monitor and adjust a process to give a desired output used in to maintain quality and improve performance.

III. STANDARDS

- a. Occupational Safety and Health Act of 1970
- b. OSHA Regulations
 - i. 29 CFR 1910 – General Duty Clause

IV. POLICY

- a. The District will identify all points at which a contamination event could occur and implements access and process controls to prevent contamination of all kinds.
- b. Possible water system access points and their access and process control measures are listed below.

i. Customer Connections

1. Meter box lids are securely replaced after service work is completed.
2. Cross connection and backflow violations are corrected when they are seen or reported.
3. Construction inspections are conducted thoroughly, and any deficiencies are corrected.

ii. Fire Hydrants

1. Regular maintenance shall be conducted to ensure that fire hydrants are in good working order and that leaks are repaired to prevent possible back siphonage of contaminants into the water system.
2. All hydrant port caps are correctly installed and tightened to deter tampering.

iii. MWD sampling Stations

1. Sampling stations are adequately sanitized prior to and after each use.
2. Sampling stations are secularly closed and locked after each use.
3. The sampling station valve is turned to the off position after use.
 - a. If the sampling station has been noticeably tampered with a full inspection must be undertaken to ensure no possibility of contamination exists BEFORE turning on the sampling station valve.

iv. MWD water valve vaults

1. District water valve vault lids are heavy enough to deter tampering however if tampering is evident locking lids should be installed.
2. When repair work is being undertaken inside the vault, care should be

taken to prevent the contamination of the waterlines by the employees doing the work.

3. Prior to vault plumbing being installed everything should be disinfected as thoroughly as possible.

v. Jordan Valley Water Conservancy District Meter Connections

1. See MWD water valve vaults (above) for controls.

vi. Well Sites

1. District Well sites should be protected by multiple layers of security to prevent intrusion and contamination.
 - a. Each well site will be protected by a fence with an access gate secured with a District keyed padlock.
 - i. Contractors working on a well site may be given access to the site by attaching a padlock to one end of the gate chain and the District padlock on the chain. Once work is completed at the site the contractor padlock should be removed and returned to the contractor.
 - b. Each well site building will be locked at each access point and keys distributed only to those authorized.
 - i. Access keys will be collected upon termination of employment.
2. Piping and processes within and outside of the well site will be clearly labeled.
 - a. Care will be taken to prevent cross connection and backflow conditions.
 - b. Valves will be clearly identified, and their current status (open or closed) will be indicated.

c. Contamination Response

- i. If a contamination occurs, See Magna Water District Emergency Response Plan (pp. 35-39) for emergency contamination response guidelines.

VI. TRAINING

- a. District personnel will be trained on the contents of this policy and the Emergency response plan contamination response guidelines.

CHAPTER 27

THREE WAY COMMUNICATION

I. PURPOSE:

- a. Mutual understanding is essential to plant operation and maintenance. Therefore, responsibility for proper communication is assigned to the originator or sender, who must verify the receiver understands the message as intended.

II. POLICY

- a. **Verbal information** that is directive in nature is exchanged between people via face-to-face, telephone, or radio regarding one or more of the following:
 - i. Status of plant systems, structures, or components
 - ii. Direction to perform action(s) on plant equipment action
 - iii. Work instructions, limitations, and cautions.
- b. **Three Way Communication Procedure**
 - i. Using the person's name to establish eye contact with the receiver, the sender states the message.
 - ii. Receiver acknowledges sender by paraphrasing the message in his or her own words but repeating back equipment name, UNID, and data verbatim.
 - iii. Sender verifies and acknowledges the receiver's response is correct.
 - iv. If corrected, repeat the process.
- c. **At-Risk Behaviors to Avoid:**
 - i. Using slang terms instead of specific or standard terms
 - ii. Sender not taking responsibility for what is said and heard
 - iii. Not stating his/her name and work location (sender or receiver) when using a telephone/radio
 - iv. Receiver's name not used by the sender to get receiver's attention
 - v. Attempting to communicate with someone already engaged in another conversation, i.e., "cross talk"
 - vi. Failing to verify receiver accepted and understood the message
 - vii. Message not stated clearly (such as not loudly enough or poor enunciation of words)
 - viii. Receiver not verifying understanding with sender; reluctance to ask questions in a group
 - ix. Speaking from behind the person intended to receive the message
 - x. Conflict between what is said (content of message) and the nonverbal cues of the sender
 - xi. Skipping 3-way to speed up the task

CHAPTER 28

Automotive Maintenance Shop Safety

I. PURPOSE

- a. The purpose of this policy is to identify the hazards associated with working in the District automotive and machine shop and to determine the appropriate controls that will reduce the risk from those hazards. The intention is to provide an environment for all District employees who spend any time in the shop to do their jobs safely.

II. DEFINITIONS

III. STANDARDS

- a. Occupational Safety and Health Act of 1970
 - i. 29 CFR 1910 – General Industry

IV. POLICY

a. General Requirements

- i. All District employees and visitors shall wear eye protection when entering the Automotive and Machine Shop work area. This includes the welding bay and the machine shop.
- ii. If overhead hazards are present head protection (i.e., a hard hat or a bump cap) must be worn.
- iii. Openings in the floor must be covered or barricaded when not in use.
- iv. A shop attendant will guide vehicle drivers into and out of garage bays.
- v. Only trained and authorized employees will perform automotive maintenance work in the District automotive shop, including work in the machine shop and welding bay.
- vi. Hearing protection must be worn by all employees when shop noise levels exceed 85 db.
- vii. Follow these steps when handling hot automotive parts that have been removed from vehicles:
 1. Pick up the part using gloves, heat resistant pads or dry rags.
 2. Place hot parts such as loose pipes, mufflers and shocks in metal containers that are labeled "Hot Metal Parts Only".
- viii. Remove dust and shavings from drum lathes with a dustpan and broom or vacuum cleaner on a daily or job by job basis. Do not use your bare hands.
- ix. When lifting batteries or other heavy objects from the engine compartment of a vehicle, use the following procedures:
 1. Press your thighs against fender by leaning into vehicle.
 2. Grasp the object by lifting with both hands.
 3. Keep the object close to body, with elbows close to body.
 4. Turn body using feet, not twisting at waist.
 5. Move the object to work bench and lower onto bench. Use arms to lower and do not bend at waist.
- x. Before "running" the vehicle for an engine analysis, engage the parking brake and use wheel blocks to "chock" the wheels of the vehicle.

b. Vehicle Safety

- i. Do not ride in or on vehicles where there is no seat or seatbelt.

- ii. Turn headlights on when driving inside the shop area.
- iii. Do not drive over 5 miles per hour in the shop area.
- iv. Shut all doors and fasten your seat belt before moving the vehicle.
- v. Always obey all traffic patterns and signs.
- vi. Maintain a 3-point contact using both hands and one foot or both feet and one hand when climbing into and out of vehicle.
- vii. Do not drive across a slope. Drive up or down a slope.
- viii. Before leaving the vehicle, engage the parking brakes and chock the wheels.
- ix. Do not approach any vehicle until the vehicle stops and the driver exits.
- x. Walk behind the vehicle and remove any equipment, tools, or other pathway obstructions before getting into the vehicle. Sound the horn to alert nearby coworkers before backing the vehicle.
- xi. Tie down, lash, or secure all materials and equipment hauled in the bed of the vehicle.
- xii. Stand clear of vehicles in motion.
 - 1. Do not mount or dismount a moving vehicle.

c. Chemical Safety

- i. See the Safety Data Sheet (SDS) & Hazard Communication chapter (Ch. 7) of this Workplace Safety & Health Manual for chemical safety standards.

d. Cranes, Lifts, & Hoist Safety

- i. See the Cranes, Lifts & Hoists chapter (Ch. 39) of this Workplace Safety & Health Manual for more information regarding the safe operation of cranes, lifts, and hoists.

e. Eye Protection

- i. Eye Protection must be worn by all employees when in the shop work area. The office areas shall be exempt from the eye protection requirements unless work is being done in those areas that poses an eye hazard, then eye protection will be required.
- ii. Employees must use appropriate eye or face protection when exposed to hazards from flying particles, molten metal, liquid chemicals, acids, caustic liquids, chemical gases, vapors, or light radiation.
- iii. Employees whose vision requires the use of corrective lenses in spectacles, and who are required to wear eye protection, shall wear goggles or spectacles of one of the following types:
 - 1. Spectacles whose protective lenses provide optical correction.
 - 2. Goggles that can be worn over corrective spectacles without disturbing the adjustment of the spectacles.
 - 3. Goggles that incorporate corrective lenses mounted behind the protective lenses.
- iv. Goggles or face shields will be provided and must be worn while performing grinding, sand-blasting, or other impact type work.
- v. Approved lenses will be provided and must be worn while cutting or welding.
- vi. Full-face splash shields will be worn during any operation when working with chemical processes involving acids, caustics, or other hazardous chemicals.
- vii. Employees will wear appropriate eye protection as required on the SDS.

f. Housekeeping

- i. See the Housekeeping chapter (Ch. 29) of this Workplace Safety & Health Manual for Housekeeping standards.

g. Machine Guarding

- i. Tools that come with or are intended to be used with protective guards in place shall not be modified to allow tool operation without the guard in place.
- ii. Guards will be inspected prior to each use to ensure that they are in good working order and secured correctly.
- iii. A tool guard should be considered a working part of the tool. If the guard is broken, missing, or in need of maintenance the tool shall be locked out or tagged out and repaired before it is used.

h. Walking, Working Surfaces Safety

- i. See the walking working surfaces chapter (Ch. 8) of this Workplace Safety & Health Manual for standards intended to prevent slips, trips, and falls.

i. Tire Service

- i. Use the positive lock-down device to hold the wheel on the tire machine before you attempt to inflate the tire. If tire is mounted on a machine that does not have a positive lock-down device, perform inflation in a safety cage.
- ii. Use an extension air hose with an air pressure gauge to check the tire pressure. Do not inflate beyond 40 pounds of air pressure when trying to seat the beads. If both beads are not completely seated when pressure reaches 40 pounds, completely deflate the assembly, reposition the tire and/or tube on the rim, relubricate and reinflate.
- iii. Inspect both sides of the tire to be sure that the beads are evenly seated.
- iv. After the beads are fully seated, adjust the tire pressure to meet the operating pressure labeled on the tire sidewall.
- v. Replace a tire on a rim with another tire of the same rim diameter designation and suffix letters.
- vi. Do not mount or use tires, tubes, wheels, or rims that are split, cracked, cut, or contain signs of other structural defects.
- vii. Wear leather gloves when removing rocks, glass, and other foreign materials from the inside of the tire.

V. Demounting Procedures

- i. Place the tire in a horizontal position on the changer with the narrow ledge of the wheel facing up. Remove valve core and allow the tire to completely deflate.
- ii. Center the wheel and securely fasten it onto the changer with the hold-down cone.
- iii. Loosen both tire beads from rim flanges. If the beads do not readily separate from the rim flange, do not force or hammer. Use the rubber tire lubricant labeled "Non-Petroleum Based Lubricant" to lubricate the tire, rotate tire to another position and try again. Never use antifreeze, silicones, or petroleum-based lubricants.
- iv. After beads are loosened from rim flanges, lubricate the inside of the wheel and both bead areas of the tire.
- v. Use a tire iron to bring the bead of the tire onto the rotating finger of the tire changer. Hold the tire bead in the center wheel well during this operation. Do not use a pipe or a makeshift bar.
- vi. Start the tire changer to remove the top bead from the wheel.
- vii. Use the rubber tire lubricant labeled "Non-Petroleum Based Lubricant" to lubricate the tire beads and bead seat areas of the wheel including the drop-center well of the wheel.

viii. Use a tire iron to raise the bottom bead and bring it over the rotating finger of the changer. Use your hip and hand to hold the side of the tire opposite the rotating finger down in the center well of the wheel.

b. TUBELESS TIRES-Mounting Procedures

- i. Do not mount a tire on a wheel rim that has molten metal scars or other signs that it has been repaired by welding or brazing.
- ii. Remove any oxidized rubber, dried soap solution, rust or heavy paint from the rim flanges and bead ledges (especially hump and radius) using a wire brush. Replace valve stems that are cracked, split, cut or are otherwise visibly damaged.
- iii. Place wheel on changer with narrow bead-ledge up. Center wheel and securely fasten it onto the changer with the hold-down mechanism.
- iv. Use the rubber tire lubricant labeled "Non-Petroleum Based Lubricant" to lubricate sides and bases of tire beads, rim flanges and bead ledge areas. Do not use antifreeze, silicones, or petroleum-based lubricants.
- v. Remove any tools, foreign objects or liquids that may be present inside the tire casing.
- vi. In mounting the tire, push the bottom bead first in the well of the wheel.
- vii. Push the top bead down into the center well of the wheel. Hold the tire in this position while the rotating finger runs the bead onto the wheel. Center tire on rim.
- viii. Install the valve core.
- ix. Tighten the hold down cone before inflating the tire. Use an extension air hose with gauge and clip-on chuck to permit operator to stand clear of the tire assembly. Slowly inflate the tire until the beads "pop" on the bead ledge of the wheel. Prior to inflating the tire, loosen the hold down cone so that it and the tire assembly can be removed later. Inflate the tire to operating pressure labeled on the tire sidewall.

c. TUBE TYPE TIRES-Demounting Procedures

- i. Remove all balance weights from the rim. Place tire in a horizontal position on changer with the narrow ledge of the wheel facing up. Remove valve core and completely deflate the tire.
- ii. Center the wheel and securely fasten it onto the changer with the hold-down cone.
- iii. Loosen both tire beads from rim flanges. If the beads do not readily separate from the rim flange, do not force or hammer. Lubricate only with rubber lubricant approved by the manufacturer and rotate tire to another position and try again. Never use antifreeze, silicones, or petroleum-based lubricants.
- iv. After beads are loosened from rim flanges, lubricate the inside of the wheel and both bead areas of the tire.
- v. Use a tire iron to bring the bead of the tire onto the rotating finger of the tire changer. Hold the tire bead in the center wheel well during this operation. Do not use a pipe or a makeshift bar.
- vi. Start the tire changer to remove the top bead from the wheel.
- vii. Starting at the valve area, remove the tube from the tire by hand.
- viii. Lubricate the tire beads and bead seat areas of the wheel including the drop-center well of the wheel.
- ix. Use a tire iron to raise the bottom bead and bring it over the rotating finger of the changer. Use your hip and hand to hold the side of the tire opposite the rotating finger down in the center well of the wheel.

d. TUBE TYPE TIRES-Mounting Procedures

- i. Use a wire brush to remove any oxidized rubber, dried soap solution, rust, or heavy paint from the wheel well, rim flanges and bead ledges (especially hump and radius) so that interior surfaces are smooth and clean. If wheel is spoked, visually in-

- spect drop center well rim strip for rips and cracks. If necessary to replace the strip, use one-inch-wide plastic electrician's tape.
- ii. Place wheel with the narrow bead ledge up on the changer. Center and securely fasten wheel to changer with changer hold-down cone.
 - iii. Insert the tube in the tire and partially inflate to round out tube. Use a brush or cloth to apply a solution of natural vegetable oil soap or rubber lubricant to the tube base and the base of the top and bottom beads. Do not let lubricant run between the tire and tube. Do not use antifreeze, silicones, or petroleum-based lubricants.
 - iv. Mount the bottom bead on the wheel, being careful not to pinch the tube against the rim.
 - v. After aligning the tube valve with the valve stem hole in the rim, insert and center valve stem through stem hole in the rim.
 - vi. Mount top bead of the tire on the rim so that the bead in the valve area will be the last part of the bead to go over the rim flange. Be careful not to pinch or disturb the tube. Recenter the valve stem, if necessary, by rotating both tire and tube. Reinstall the valve core.
 - vii. Use an extension air hose with gauge and clip-on chuck to permit operator to stand clear of tire assembly. Inflate slowly to seat tire beads. Do not exceed 40 psi to seat beads.
 - viii. To prevent tube wrinkling or buckling, remove valve core to completely deflate the tube. Reinsert valve core and firmly seat it.
 - ix. Reinflate assembly to the operating pressure labeled on the tire sidewall.
- e. **Wheel Mounting/Demounting On Vehicle**
- i. Position the lift so that the axle hub of the vehicle is about waist height.
 - ii. Position the tire and wheel on the floor so that the inside of the tire faces you and the outside of the tire faces the car.
 - iii. Place hands on the side of the tire with the tire resting against your thigh just above the knee.
 - iv. With a continuous motion, straighten up using your thigh as a pivot point. Rotate the tire until most of the weight is resting on your thigh. The inside of the tire is now facing the car.
 - v. Continuing the momentum, the tire and wheel goes toward the hub with a little guidance from the hands.
 - vi. Position the wheel and hub hole on the hub and align the lugs with the holes.
 - vii. Reverse this procedure when demounting.
- f. **Tire Handling**
- i. When loading tires onto or unloading tires from a vehicle, do not throw the tires off the truck; use the following procedure:
 1. Bend at knees, grasp tire with two hands, elevate tire to upright position and carry the tire to the end of the truck. Hand tire off to a co-worker.
 2. Do not stack tires above your shoulder level.
 3. Carry tires with your hands. Do not carry more than two tires at a time; Do not roll tires.
- g. **Electrical Tool Safety**
- i. Do not use power equipment or tools on which you have not been trained.
 - ii. Keep power cords away from the path of vacuum cleaners, floor polishers and grinders.
 - iii. Do not carry plugged in equipment or tools with your finger on the switch.

- iv. Do not carry equipment or tools by the cord.
- v. Disconnect the tool from the outlet by pulling on the plug, not the cord.
- vi. Turn the tool off before plugging it in or unplugging it.
- vii. Do not leave tools that are "On" unattended.
- viii. Do not handle or operate electrical tools when your hands are wet or when you are standing on wet floors.
- ix. Turn off electrical tools and disconnect the power source from the outlet before attempting repairs or service work. Tag the tool "Out of Service".
- x. Do not drag, drive over, step on, or place objects on a cord.

h. Hand Tool Safety

- i. Tag worn, damaged or defective tools "Out of Service" and do not use them.
- ii. Do not use a tool if its handle has splinters, burrs, cracks, or splits, or if the head of the tool is loose.
- iii. Do not use impact tools such as hammers, chisels, punches, or steel stakes that have mushroomed heads.
- iv. When handing a tool to another person, direct sharp points and cutting edges away from yourself and the other person.
- v. Do not carry sharp or pointed hand tools such as screwdrivers, scribes, tin snips, scrapers, chisels, or files in your pocket unless the tool or pocket is sheathed.
- vi. Do not perform "make-shift" repairs to tools.
- vii. Transport hand tools only in toolboxes or tool belts.

i. Grinders

- i. Wear safety glasses, goggles, or face shields when operating grinders.
- ii. Do not use grinding wheels that have chips, cracks, or grooves.
- iii. Do not use the grinding wheel if it wobbles. Tag it "Out of Service".
- iv. Do not try to stop the wheel with your hand, even if you are wearing gloves.
- v. Do not use a grinder if it is not firmly anchored to the work bench.
- vi. Prior to installing a new grinding wheel, inspect the wheel for cracks or other visible damage; tap the wheel gently with a plastic screwdriver handle to detect cracks that are not visible. If the wheel has a dead sound rather than a ringing sound, do not use the wheel.
- vii. Do not install a grinding wheel whose labeled RPM speed is lower than the rated speed of the grinder.
- viii. Do not grind on the side of an abrasive wheel labeled "Type 1".
- ix. Do not clamp a portable grinder in a vise to use it as a bench grinder.

j. Automotive Lifts

- i. Remove all tools, cords, hoses, trash, and any other debris from the lift area and wipe up all grease and oil spills before driving a vehicle into the service bay.
- ii. Position the lift arms, adapters and supports to the center of the lift out of the way of the car's tires before driving the vehicle into the service bay.
- iii. Do not stand in front of a vehicle being driven into the service bay.
- iv. Do not use any lift that has cracked contact pads, cracked lift arms, or any other visible damage.
- v. Do not use wood or concrete blocks as a substitute for an extender.
- vi. Use wheel blocks to chock the wheels of any vehicle on a runway lift while the vehicle is on the lift.
- vii. Do not leave the controls unattended while the lift is in motion.

CHAPTER 29

CRANE, LIFT, & HOIST SAFETY

I. PURPOSE

- a. The purpose of this policy is to protect District employees, contractors, and the public from unsafe conditions and practices. Instructing crane operators in the contents of this policy as well as the industry accepted standards for safe crane operation aids in achieving that purpose.

II. DEFINITIONS

III. POLICY

a. **Competent Person:**

- i. Always know who has been designated as the Competent Person. The Competent Person's duties include, but are not limited to:
 1. Being present at the job site and overseeing all lifting operations
 2. Ensuring that all personnel who work with the crane are qualified to do so.
 3. Ensuring compliance with applicable laws regarding crane safety. Including those that relate to operation near power lines.
 4. Addressing safety concerns raised by the operator and others. Will consult with the Human Resources Manager on any exceptions proposed to alter typical safety practices.

b. **Crane documentation:**

- i. Current proof of crane certification must be on site.
- ii. The crane's user manual must be on site. The operator must be familiar with the manual before crane operations begin. Employees are responsible for understanding safe working procedures as well as recommended maintenance procedures and intervals on any equipment they operate.

c. **Pre-shift crane inspections:**

- i. Prior to each shift, the crane operator must inspect the crane for any apparent deficiencies. If any deficiencies are discovered, they must notify the Competent Person and together determine if the crane is safe to operate. At a minimum, the inspection must include:
 1. Overall crane condition
 2. Welds for cracks or damage
 3. All nuts, bolts, keepers are present and in good condition
 4. Wire rope reeving for compliance with manufacturer's specifications
 5. Accessible areas of wire rope for damage or excessive wear
 6. Hydraulic, air, or electrical lines for deterioration or damage
 7. Hydraulic systems for leaks and proper fluid level
 8. A functional motion test to check for abnormal sounds or responses and proper functioning of all motion limits
- ii. Additional for Mobile Cranes:
 1. Ground conditions for proper support
 2. Crane setup
 3. Blocks, hooks, and latches for deformation, cracks, excessive wear, or other damage
 4. Tires for proper inflation and condition
 5. Engine oil and coolant levels

6. Fuel levels
- d. **Periodic inspections:**
 - i. The Crane Operator is responsible for knowing the manufacturer's recommended inspection requirements, and for performing those inspections for which they are authorized.
 - e. **Crane maintenance:**
 - i. The Crane Operator is responsible for knowing the manufacturer's recommended maintenance requirements, for performing those authorized and trained to complete. The operator must inform their Manager or division manager when maintenance above their training needs to be performed.
 - f. **Mobile crane setup:**
 - i. When using a mobile crane ensure that:
 1. The crane will be capable of reaching the intended locations with enough capacity for the intended loads.
 2. Ground conditions are enough to support the weight of the crane AND the intended load, paying attention to potential voids or nearby excavations.
 3. If needed that you have enough matting for the size of the crane and the ground conditions.
 4. There are no aerial obstructions, such as power lines, that will prevent operations.
 - ii. After setting up the crane, but before beginning operations, the operator shall verify that the crane is level and appropriately configured according to the manufacturer's recommendations with all pins and keepers in place. And that all potential pinch points have been barricaded or otherwise remediated.
 - g. **General operational guidelines:**
 - i. Review the requirements and characteristics of the crane with the Competent Person before beginning operations.
 - ii. Always be familiar with the crane manufacturer's user manual before beginning operations.
 - iii. Be aware of site conditions that could adversely affect the operation of the crane and bring them to the attention of the Competent Person.
 - iv. Cranes are to be operated by a certified operator.
 - v. Never operate a crane if you are not physically or mentally fit to do so.
 - vi. Never engage in any practice that will divert your attention while operating the crane; full attention shall be paid to the task being performed.
 - vii. Always operate the crane in a safe and controlled manner and avoid excessive swinging of the load.
 - viii. Never exceed the rated capacity of the crane.
 - ix. Before lifting a load, use the load chart to verify that the crane has sufficient capacity at both ends of the proposed lift.
 - x. Follow the signals of the designated signal person. If you do not understand a signal that is given, believe the signal in question to be in error, or receive conflicting signals you must stop operation until you have resolved the issue
 - xi. In the event of a power failure while lifting a load return all controls to neutral and set all brakes and locking devices.
 - h. **Stowing the crane:**
 - i. The crane shall not be left unattended with a load on the hook.
 - ii. Before leaving the operator's controls, the controls shall be disabled to prevent inadvertent activation of a function.

- iii. The crane must be stowed out of service in the manner recommended by the manufacturer.
- i. **Operating in high winds:**
 - i. The manufacturer's wind speed guidelines for crane operation shall never be exceeded. Good judgment must always be used when determining when it is safe to lift loads in winds that are below that threshold. Site conditions, the type of load to be lifted, the specific crane's characteristics, and the crane operator's comfort level in their ability to control the crane should all be considered when determining if a load should be lifted, or even if lift operations should be suspended temporarily.
- j. **Lightning:**
 - i. All lift operations are to cease immediately if a visible lightning strike is observed within 5 miles of the job site. Mobile cranes shall have the boom lowered as much as is practical. If there is sufficient warning, you should leave the crane and seek shelter. Operations shall not resume until a minimum of 15 minutes has passed since the last observed lightning strike and the Competent Person has determined it is safe to do so.
- k. **Operating near power lines:**
 - i. If the crane or load can get within twenty feet of power lines rated up to 350kV or fifty feet of power lines rated over 350kV then the current power line safety requirements set forth there are three options:
 - 1. Option 1 – De-energize & ground power lines.
 - 2. Option 2 – Maintain twenty or fifty feet (respectively) of clearance as appropriate.
 - a. Conduct planning meeting with operator & workers in the work area.
 - b. Erect elevated warning line or barricade 20 ft from the power line.
 - c. Implement at least one of these:
 - i. Dedicated spotter
 - ii. Range control warning device
 - iii. Range movement limiter
 - 3. Option 3 – Same as option 2 excepting that you may obtain the actual power line voltage from utility owner, and you may substitute the minimum twenty or fifty feet clearance distance according to the following chart.
 - ii. A minimum twenty feet distance must be maintained unless the voltage has been verified by the owner of that line as 50kv or less. District employees are encouraged to personally review documentation or communicate with the power line owner directly.
- l. **Multi – crane operations:**
 - i. Whenever multiple cranes are operating in close vicinity to each other procedures must be established and reviewed with all personnel involved in crane operations that ensure clear communication prior to operations commencing. These must include, but are not limited to:
 - 1. Defining the overlap zone – the area where both cranes can reach where a collision is possible and determining when each crane can enter this zone
 - 2. Determining what methods of communication shall be used (radio channels, visual signals, etc.), who is responsible for signaling which crane, and who is responsible for ensuring communicating between cranes.
- m. **General rigging practices:**
 - i. All rigging or signaling shall be performed by a qualified rigger or signal person as determined by the Competent Person.

- ii. All slings, rigging hardware, and attachments must be inspected before each shift and recorded in a rigging inspection log.
- iii. Damaged or defective equipment shall be taken out of service immediately. Removal criteria shall be that proscribed by the manufacturer.
- iv. Rigging practices shall comply with those proscribed by the manufacturer.
- v. Only use equipment that is designed for overhead lifting, and only for its intended purpose.
- vi. Slings shall be padded or protected from sharp edges.
- vii. Keep hands and feet clear of rigging as it tightens around the load.
- viii. Do not walk under a suspended load.
- ix. Taglines shall be used on all loads.
- x. Synthetic slings should always be stored by hanging in a cool dry place. Avoid leaving them on the ground or in the sun when not in use.
- xi. There is no substitute for good judgment, if you are uncomfortable or unsure about a load – do not fly it!

n. Lifting Machines and Equipment:

- i. (i.e. – air compressors, scissor lifts, excavators, etc.) Always consult the equipment’s user manual when determining the correct way to lift a piece of equipment. Keep in mind that the weight listed usually does not consider the weight of fuel, attachments, dirt buildup, etc. with the result being that the actual weight may be considerably heavier.
- ii. Attachment points are not always designed for lifting, look for markings to indicate what the attachment point is intended for. Inspect for damage and consider if the attachment point is strong enough for the load that it will bear.
- iii. Consider that the center of gravity of equipment is rarely the center of the load.
- iv. Carefully inspect the path of slings to ensure that neither the slings nor the load will be damaged as you apply tension to the rigging.
- v. Always stop lifting after the load is clear of the ground to inspect. If necessary, set the load down to adjust rigging or add softeners to ensure that straps are protected, and the load is level.

o. Signaling:

- i. All signaling shall be performed by a qualified signalperson as determined by the Competent Person.
- ii. To prevent confusion, there shall be only one person designated to signal the crane at any time.
- iii. Hand signals shall be those described in ‘Mobile Crane Hand Signal Chart’. Non-standard signals may be used if they are agreed upon by the operator and the signalperson prior to beginning lift operations.
- iv. Signals must always be clear.

p. Job Hazard Analyses (JHA):

- i. The JHA form is intended to be used whenever an unusual or heightened hazard exists. Common reasons to perform a JHA include, but are not limited to:
 - 1. Whenever a designated spotter is to be used.
 - 2. Whenever a crane limit or operational aid is not functioning correctly.
 - 3. When flying loads that require multiple people to handle.
- ii. The Competent Person shall conduct a safety meeting to discuss the JHA. All personnel that will be involved in crane operations that are covered by the JHA shall attend the meeting and sign the JHA. The JHA will be considered valid for one calendar

week from when it was prepared, excepting that a new JHA shall be conducted whenever there are material changes to the type of operations performed, hazards presented, or personnel involved.

DRAFT

CHAPTER 30

PROGRESSIVE DISCIPLINE POLICY

I. PURPOSE

- a. It is District policy that all employees comply with District safety standards of behavior and performance, and any noncompliance with these standards will be remedied.
- b. If an employee is not meeting District safety standards of behavior or performance, the employee's Manager will take disciplinary actions as outlined in Chapter Eight of the District's Personnel Rules and Regulations.

DRAFT

Chapter 31

Security Threat Active Shooter

I. PURPOSE:

- a. To assist staff at Magna Water District to respond to an active shooter event. In addition to this policy staff are also referred to the evacuation plan in the District Workplace Safety and Health Manual.

II. DEFINITIONS:

- a. **Active Shooter** - An active shooter is defined as "... an individual actively engaged in killing or attempting to kill people in a confined and populated area" In most cases, active shooters use firearm(s) and there is no pattern or method to their selection of victims.
- b. **Hide** – to seek a hiding place outside of public view, preferably in a locked area providing protection if shots are fired in your direction.

III. POLICY:

- a. To preserve life and address the reality of an active shooter event, these guidelines have been established to guide District staff in response to this event to maximize survivability. It is very important to quickly determine the most reasonable way to protect your own life and to assist others as appropriate.
- b. Procedures:
 - i. The intent of most active shooters is to kill as many people as quickly as possible. Traditional law enforcement response will include the concept of "surround and contain" to minimize the number of victims. To save lives, the law enforcement agency having jurisdiction will initiate an immediate response.
 - ii. If an active shooter or other threat is in the vicinity of the District, lockdown procedures will go into effect. Lockdown procedures are listed below.
 - iii. Upon discovery of an active shooter situation, as soon as possible and when safe to do so:
 1. Notify law enforcement (911) via facility or personal cell phone.
 2. Provide intercom announcement of "Active Shooter" and the shooter's location.
 3. Call 911 (from the area where the caller is safely concealed) and provide the following information:
 - a. Description of suspect and possible location.
 - b. Number and types of weapons.
 - c. Suspect's direction of travel. '
 - d. Location and condition of any victims
 - e. General Manager's name and contact information
- i. The General Manager will meet law enforcement officers at the incident command post located in a safe area, if possi-

ble and as appropriate. Be prepared to provide the following to law enforcement:

1. Floor plans of each building need to be available immediately.
2. Indicate on map and list hazardous material areas/products.
3. Access to video surveillance remotely
4. Alarm shut off location/method/code
5. Access to remote auto-lock of buildings
6. Utility shut off locations
7. List of persons in building and likely locations
8. List potential shelter in place areas or locking rooms
9. Master keys

IV. RESPONSE GUIDELINES

- a. **Run** - If there is an accessible escape path, attempt to evacuate the premises. Be sure to:
 - i. Have an escape route and plan in mind
 - ii. Evacuate regardless of whether others agree to follow
 - iii. Leave your belongings behind
 - iv. Help others escape, if possible
 - v. Prevent individuals from entering an area where the active shooter may be
 - vi. Keep your hands visible and up in the air so it is clear you have no weapon
 - vii. Follow the instructions of any police officers
 - viii. Do not attempt to move wounded people. Provide first aid in safe areas.
 - ix. Call 911 to report incident when you are in a safe area
- b. **Hide** - If evacuation is not possible, find a place to hide where the active shooter is less likely to find you.
 - i. Direct staff and visitors into adjacent rooms, close and attempt to barricade the door.
 - ii. Your hiding place should:
 1. Be out of the active shooter's view
 2. Provide protection if shots are fired in your direction (i.e., locating into a resident bathroom and locking the door, stay as low to floor as possible and remain quiet and still)
 3. Avoid areas which do not provide barriers or restrict your options for movement
 - iii. To prevent an active shooter from entering your hiding place:
 1. Lock the door
 2. Blockade the door with heavy furniture
 - iv. Other instructions:
 1. Close blinds or curtains and cover windows so that shooter cannot see you.
 2. Silence your cell phone and/or pager
 3. Turn off any source of noise (i.e., radios, televisions)
 4. Hide behind large items (i.e., cabinets, desks)
 5. Remain quiet.

- v. If evacuation and hiding out are not possible:
 - 1. Remain calm
 - 2. Dial 911, if possible, to alert police to the active shooter's location
 - 3. If you cannot speak, leave the line open and allow the dispatcher to listen

c. Fight – Act against the active shooter

- i. As a last resort, and only when your life is in imminent danger, attempt to disrupt and/or incapacitate the active shooter by:
- ii. Acting as aggressively as possible against him/her
- iii. Throwing items and improvising weapons
- iv. Yelling
- v. Working as a team with other staff and committing to your actions.

V. ALL CLEAR DESIGNATION

- a. Officers will search the building before giving all clear.
- b. An “all clear” will be designated by the General Manager once the scene is declared safe by law enforcement officials.
- c. If you are “hiding” in a locked room and need to verify that it is law enforcement outside your door you may ask them to provide a business card under the door or you may call 911 to ask if the building is clear.
- d. Post-Incident Response and Investigation: A post incident debrief, and after-action report will be conducted.

VI. TRAINING

- a. Training and exercising of this policy will be included in the schedule of safety drills and training. All department Operations Managers and managers shall:
 - i. Verify that all employees are knowledgeable of this plan and lockdown plan (if separate), particularly notification and response procedure.
 - ii. Verify that all employees have viewed the Run, Hide, Fight video.
 - iii. Verify that all employees receive instruction and training about how to respond in an active shooter situation for either lockdown or Run, Hide, Fight upon hiring .

CHAPTER 32

ARC FLASH

I. PURPOSE

- a. This program has been established to ensure the safety of personnel who may work on or near electrical systems and so that they understand and comply with safety standards related to electrical safety. This policy is also intended to instruct personnel in following uniform practices during the completion of electrical work. Understanding and applying the principles of this policy will reduce the risk of electrical hazards (including arc flash), equipment damage, and fire.

II. DEFINITIONS

- a. **Arc flash** is a phenomenon where a flashover of electric current leaves its intended path and travels through the air from one conductor to another, or to ground.
- b. **Arc flash boundary:** When an arc flash hazard exists, an approach limit at a distance from a prospective arc source within which a person could receive a second-degree burn if an electrical arc flash were to occur.
- c. **Arc flash hazard analysis:** A study investigating a worker's potential exposure to arc-flash energy, conducted for the purpose of injury prevention and the determination of safe work practices, arc flash boundary, and the appropriate levels of personal protective equipment ("PPE").
- d. **Arc flash suit:** A complete arc-rated clothing and equipment system that covers the entire body, except for the hands and feet
- e. **Arc rating:** The value attributed to materials that describe their performance to exposure to an electrical arc discharge. The arc rating is expressed in cal/cm² and is derived from the determined value of the arc thermal performance value ("ATPV") or energy of breakopen threshold ("EBT") (should a material system exhibit a breakopen response below the ATPV value). Arc rating is reported as either ATPV or EBT, whichever is the lower value.
- f. **Electrically safe work condition:** A state in which an electrical conductor or circuit part has been disconnected from energized parts, locked or tagged in accordance with District policy, tested to ensure the absence of voltage, and grounded if determined necessary.
- g. **Energized:** Electrically connected to or having a source of voltage.
- h. **Exposed** (as applied to energized electrical conductors or circuit parts): Capable of being inadvertently touched or approached nearer than a safe distance by a person. It is applied to electrical conductors or circuit parts that are not suitably guarded, isolated, or insulated.
- i. **Incident energy:** The amount of energy impressed on a surface, a certain distance from the source, generated during an electrical arc event. One of the units used to measure incident energy is calories per square centimeter (cal/cm²).

- j. **Incident energy analysis:** A component of an arc flash hazard analysis used to predict the incident energy of an arc flash for a specified set of conditions.
- k. **Limited approach boundary:** An approach limit at a distance from an exposed energized electrical conductor or circuit part within which a shock hazard exists.
- l. **Prohibited approach boundary:** An approach limit at a distance from an exposed energized electrical conductor or circuit part within which work is considered the same as contacting the electrical conductor or circuit part.
- m. **PPE:** An acronym for “Personal Protective Equipment.”
- n. **Qualified person:** One who has skills and knowledge related to the construction and operation of the electrical equipment and installations and has received safety training to recognize and avoid the hazards involved.
- o. **Restricted approach boundary:** An approach limit at a distance from an exposed energized electrical conductor or circuit part within which there is an increased risk of shock, due to electrical arc-over combined with inadvertent movement, for personnel working near the energized electrical conductor or circuit part.
- p. **Working near** (energized electrical conductor or circuit parts): Any activity within a Limited Approach Boundary.
- q. **Working on** (energized electrical conductor or circuit parts): Intentionally contacting energized electrical conductor or circuit parts with the hands, feet, or other body parts, with tools, probes, or with test equipment regardless of the personal protective equipment a person is wearing. There are two categories of “working on”: Diagnostic (testing) is taking readings or measurements of electrical equipment with approved test equipment that does not require making any physical change to the equipment; repair is any physical alteration of the electrical equipment (such as making or tightening connections, removing, or replacing components, etc.).

III. STANDARDS

- a. Occupational Safety and Health Act of 1970
 - i. OSHA Regulations
 - 1. 29 CFR 1926 Subpart K
- b. NFPA 70 E – Standard for Electrical Safety in the workplace

IV. POLICY

- a. **Working on or Near Energized Electrical Conductor or Circuit Parts**
 - i. No Magna Water District Employee is Authorized to work on or near Energized Electrical Conductors or Circuit Parts
- b. **Approach Boundaries to Energized Electrical Conductor or Circuit Parts**
 - i. Observing a safe approach distance from exposed energized parts is an effective means of maintaining electrical safety. As the distance between an individual and energized electrical conductors or circuit parts increases, the potential for an electrical injury decreases.
 - ii. Safe approach distances will be determined for all tasks in which approaching personnel are exposed to energized electrical conductors or circuit parts.

- iii. Safe approach distances to fixed energized electrical conductors or circuit parts can be determined by referring to Appendix B, "Approach Boundaries to Energized Electrical Conductors or Circuit Parts for Shock Protection". This appendix can be used to identify the Limited, Restricted, and Prohibited Approach Boundaries associated with various system voltages.
 - iv. Unqualified persons may only cross the Limited Approach Boundary when they are under the direct supervision of a qualified person.
 - v. Qualified persons may not cross or take any conductive object closer than the Restricted Approach Boundary unless one of the following conditions apply:
 - 1. The qualified person is insulated or guarded from the energized electrical conductors or circuit parts and no un-insulated part of the qualified person's body crosses the Prohibited Approach Boundary.
 - 2. The energized electrical conductors or circuit parts are insulated from the qualified person and from any other conductive object at a different potential.
 - vi. Crossing the Prohibited Approach Boundary is considered the same as contacting energized parts. Qualified persons may only cross this boundary when all the following precautions have been taken:
 - 1. The qualified person has specific training to work on energized parts.
 - 2. The qualified person uses PPE appropriate for working on energized parts, which are rated for the voltage and energy level involved.
- c. Other Precautions for Personnel Activities**
- i. Employees shall not reach blindly into areas that might contain exposed energized electrical conductors or circuit parts.
 - ii. Employees shall not enter spaces containing energized electrical conductors or circuit parts unless illumination is provided that allows the work to be performed safely.
 - iii. Conductive articles of jewelry and clothing (such as watchbands, bracelets, rings, key chains, necklaces, metalized aprons, cloth with conductive thread, metal headgear, or metal frame glasses) shall not be worn where they present an electrical contact hazard with exposed energized electrical conductors or circuit parts.
 - iv. Conductive materials, tools, and equipment that are in contact with any part of an employee's body shall be handled in a manner that prevents accidental contact with energized electrical conductors or circuit parts. Such materials and equipment include, but are not limited to, long conductive objects such as ducts, pipes, tubes, conductive hose and rope, metal-lined rules and scales, steel tapes, pulling lines, metal scaffold parts, structural members, and chains.
 - v. When an employee works in a confined space or enclosed space (such as a manhole or vault) that contains exposed energized electrical conductors or circuit parts, the employee shall use protective shields, barriers, or insulating materials as necessary to avoid contact with these parts. Doors, hinged panels, and the like shall be secured to prevent them from swinging into employees.

d. PERSONAL PROTECTIVE EQUIPMENT

i. General Requirements

1. Employees working in areas where electrical hazards are present shall be provided with, and shall use, PPE that is designed and constructed for the specific body part to be protected and for the work to be performed.
2. The Human Resources Manager will provide electrical PPE required by this program at no cost to employees. Such equipment shall include arc-rated apparel, eye protection, head protection, hand protection, insulated footwear, and face shields where necessary. The Human Resources Manager is not responsible for providing under layers of clothing nor for typical everyday workplace apparel.
3. All PPE shall be maintained in a safe, reliable condition by the employee to whom it is issued.
4. Employees shall wear nonconductive head protection whenever there is a danger of a head injury from electric shock or burns due to contact with energized electrical conductors or circuit parts or from flying objects resulting from an electrical explosion.
5. Employees shall wear nonconductive protection for the face, neck, and chin whenever there is danger of injury from exposure to electric arcs or flashes or from flying objects resulting from an electrical explosion.
6. Employees shall wear protective equipment for the eyes and face whenever there is a danger of injury from electric arcs, flashes, or from flying objects resulting from an electrical explosion.
7. Employees shall wear rubber-insulating gloves where there is a danger of hand and arm injury due to contact with energized electrical conductors or circuit parts or possible exposure to arc flash burn.
8. Employees shall wear hard-soled leather shoes.
9. Face shields without an arc rating will not be used for electrical work. Safety glasses or goggles must always be worn underneath face shields.
10. Additional illumination may be needed when using tinted face shields as protection during electrical work.

ii. Arc Flash Boundary

1. PPE shall be provided to and used by all employees working within the arc flash boundary.”
2. Employees shall wear hearing protection whenever working within the arc flash boundary.
3. An arc-rated balaclava shall be used with an arc-rated face shield when the back of the head is within the arc flash boundary. An arc-rated hood is permitted to be used instead of an arc-rated face shield and balaclava.
4. An arc-rated hood must be used when the anticipated incident energy exposure exceeds 12cal/cm²
5. For systems that are above 600 volts, the arc flash boundary shall be determined through engineering analysis.

6. The specific protective equipment to be worn within the arc flash boundary can be determined by either of the following two methods:
 - a. Complete an arc flash hazard analysis that determines the incident exposure energy of each employee. Appropriate protective clothing can then be selected based on the calculated exposure level.
 - b. Determine the Hazard/Risk Category of the task by referring to NFPA 70E Tables 130.7 (C)(15)(a) or (b). Once the Hazard/Risk Category of the task has been determined, the required PPE can then be ascertained from NFPA 70E Table 130.7 (C)(16) "Protective Clothing and PPE."

iii. Arc-Rated Apparel & Under Layers

1. Arc-Rated apparel shall be visually inspected before each use. Arc-Rated apparel that is contaminated or damaged shall not be used. Protective items that become contaminated with grease, oil, flammable liquids, or combustible liquids shall not be used.
2. The garment manufacturer's instructions for care and maintenance of Arc-Rated apparel shall be followed.
3. When Arc-Rated apparel is worn to protect an employee, it shall cover all ignitable clothing and allow for movement and visibility.
4. Arc-Rated apparel must cover potentially exposed areas as completely as possible. Arc Rated shirtsleeves must be fastened and Arc- Rated shirts/ jackets must be closed at the neck.
5. Non-melting, flammable garments (i.e., cotton, wool, rayon, silk, or blends of these materials) may be used as under layers beneath Arc-Rated apparel.
6. Meltable fibers such as acetate, nylon, polyester, polypropylene, and spandex shall not be permitted in fabric under layers next to the skin. (An incidental amount of elastic used on non-melting fabric underwear or socks shall be permitted).
7. Arc-Rated garments worn as outer layers over Arc-Rated apparel (i.e. jackets or rainwear) must also be made from Arc-Rated material.
8. Arc flash suits must permit easy and rapid removal by the user.

iv. Rubber Insulating Equipment

1. Rubber insulating equipment includes protective devices such as gloves, sleeves, blankets, and matting.
2. Insulating equipment must be inspected for damage before each day's use and immediately following any incident that could have caused damage.
3. An air test must be performed on rubber insulating gloves before each use. Fill the glove with air, either manually or by an inflator, and then check for leakage by either listening for escaping air or holding the glove against the tester's cheek to sense any air being released.
4. Insulating equipment found to have defects that might affect its insulating properties must be removed from service until testing indicates that it is acceptable for continued use.

5. Where the insulating capability of protective equipment is subject to damage during the use, the insulating material shall be protected by an outer covering of leather or other appropriate material.
6. Rubber insulating equipment must be tested.
7. Rubber insulating equipment must be stored in an area protected from light, temperature extremes, excessive humidity, ozone, and other substances and conditions that may cause damage.

v. Insulated Tools and Materials

1. Only insulated tools and equipment shall be used within the Limited Approach Boundary of exposed energized parts.
2. Insulated tools shall be rated for the voltages on which they are used.
3. Insulated tools shall be designed and constructed for the environment to which they are exposed and the way they are used.
4. Insulated tools shall be protected from damage and degradation of the integrity of the insulation.
5. Fuse or fuse holder handling equipment, insulated for the circuit voltage, shall be used to remove, or install a fuse if the fuse terminals are energized.
6. Ropes and hand lines used near exposed energized parts shall be nonconductive.
7. Portable ladders used for electrical work shall have nonconductive side rails.

e. **Alerting Techniques**

i. Barricades

1. Barricades shall be used in conjunction with safety signs to prevent or limit access to work areas containing energized electrical conductors or circuit parts. Conductive barricades shall not be used where they might cause an electrical hazard. Barricades shall be placed no closer than the Limited Approach Boundary.
2. Barricades, such as plastic fencing, must be in place if workers must leave energized parts exposed over 600 volts.
3. If signs and barricades do not provide sufficient protection, an attendant will be assigned to warn and protect pedestrians. The primary duty of the attendant shall be to keep unqualified persons out of the work area where an electrical hazard exists. The attendant shall remain in the area if there is a potential exposure to electrical hazards.

ii. Equipment Labeling

1. Switchboards, panelboards, industrial control panels, meter socket enclosures and motor control centers that are likely to require examination, adjustment, servicing, or maintenance while energized must be field marked with a label containing all the following information:
 - a. Nominal System Voltage
 - b. Arc Flash Boundary
 - c. Available incident energy and the corresponding working distance
 - d. Available 3 phase bolted current

- e. Hazard/Risk Category (0 through 4)
- f. The date that the label was applied
- g. Other explanatory information as desired
- h. Exception: Labels applied prior to September 30th, 2011, are acceptable if they contain the available incident energy or required level of PPE.

f. Contract Employees

- i. Contractors will be required to comply with applicable Safety and Health regulations such as OSHA, NFPA, EPA, etc.
- ii. Contractors may be required to submit copies of their Safety Program to the District upon request.
- iii. There must be a documented meeting between the District and the contract employer.
- iv. The District will inform contract employers of the following:
 - 1. Known electrical hazards that are related to the contract employers work and that might not be recognized by the contract employer or its employees
 - 2. Information about the District's facilities that the contract employer needs to make the appropriate assessments before beginning work
- v. The District shall report observed contract employer-related violations of this program to the contract employer.
- vi. The contract employer shall ensure that each of his or her employees is instructed in the hazards communicated to the contract employer by the District.
- vii. The contract employer shall ensure that each of his or her employees follows the work practices required by NFPA 70E and safety-related work rules of the District.
- viii. The contract employer shall advise the District of any unique hazards presented by the contract employers work; any unanticipated hazards found during the contractors work that the District did not mention; and the measures the contractor took to correct any violations reported by the District and to prevent reoccurrence of the violation

g. Standard Operating Procedures

- i. It is the goal of the District to mitigate the arc flash hazard which could occur during the maintenance of electrical components. Standard operating procedures will eliminate or control arc flash events to reduce the hazard to employees.
 - 1. To reduce the potential for arc flash occurrences, the following standard operating procedures will be applied:
 - a. De-energize all circuits before performing any maintenance on them.
 - b. Ensure that all possible sources of supply are found and opened, disconnecting devices for each source.
 - c. Apply Lockout/Tagout devices in accordance with the District's Lockout/Tagout procedures.
 - d. Test voltage on each conductor to verify that it is de-energized.
 - e. Apply grounding devices where stored energy or induced voltage could exist or where de-energized conductors could contact energized electrical conductors or circuit parts.

2. If it is necessary to work on energized equipment; the following procedures will be applied:
 - a. Execute Energized Electrical Work Permit procedures.
 - b. Establish boundaries keeping those not involved with the work ten feet away.
 - c. Use insulated tools.
 - d. Consider using insulated floor mats.
 - e. Wear safety glasses.
 - f. Wear voltage rated gloves.
 - g. Wear hard-soled leather work shoes or dielectric overshoes.
 - h. Wear appropriate arc flash PPE as determined by information provided by the specific arc flash and shock hazard field labels on equipment.
 - i. If no equipment label with specific arc hazard information is present, use NFPA 70E (2012 Edition) Tables 130.7(C)(15)(a) & (b) to determine the Hazard Risk Category and therefore the PPE to be used for the given work tasks.
 - j. If the above paragraphs h and i do not adequately address the intended task and each of the following conditions apply, the task may be hazard risk category 1:
 - i. Equipment is 240 volt or less.
 - ii. Equipment is fed with a 100 amp or smaller breaker.
 - iii. Equipment is fed from a panelboard or load center rated 225 amp or less.
 - iv. Equipment is fed from a panelboard or load center that has a calculated arc flash and shock hazard label with the voltage and short circuit current available.
 - v. The “short circuit current available” as shown on the panelboard’s label is 25,000 amps or less.
 - k. If the conditions specified in above paragraphs h, i, and j DO NOT apply, STOP THE WORK, and seek further direction from the supervisor.

V. TRAINING

- a. Employees who are exposed to an electrical hazard that is not reduced to a safe level by the installation must be trained. Training could consist of classroom, webinars, on-the-job training, or any combination thereof.
- b. The level of electrical safety training provided is dependent on whether the employee is classified as a “qualified person” or “unqualified person.”
- c. A qualified person shall be trained and knowledgeable in all the following topics:
 - i. Construction and operation of equipment on which work is assigned.
 - ii. Skills and techniques necessary to distinguish exposed energized parts from other parts of electrical equipment.

- iii. Skills and techniques necessary to determine the nominal voltage of exposed energized parts.
- iv. The approach distances specified in this document and the corresponding voltages to which the qualified employee will be exposed.
- v. The process necessary to determine the degree and extent of electrical hazards along with the PPE and job planning necessary to perform the task safely.
- d. A person can be considered qualified with respect to certain equipment and methods but unqualified for others.
- e. An unqualified person shall be trained in the inherent hazards of electricity and any related work practices that are necessary for their safety.
- f. Training must be provided before the employee is assigned duties that involve work near or on electrical systems.
- g. Each supervisor shall maintain a record of all electrical training provided to their employees along with a listing of all employees classified as qualified persons. Training documentation will include content of the training, employee names, and date(s) of the training.
- h. An employee shall receive additional training (or retraining) under the following conditions:
 - i. If the supervisor or annual inspections indicate that the employee is not complying with the safety-related work practices.
 - ii. If new technology, new types of equipment or changes in procedures necessitate the use of safety-related work practices that are different from those that the employee would normally use.
 - iii. If he or she must use safety-related work practices that are not normally used during his or her regular job duties.
- i. All employees will be retrained at intervals not to exceed 3 years.
- j. Employees exposed to shock hazards and those employees responsible for acting in case of emergency shall be trained in methods of release of victims from contact with exposed energized electrical conductors or circuit parts. Employees will be regularly instructed in methods of first aid and emergency procedures if their duties warrant such training. Training of employees in CPR and AED use will be reviewed by the employer annually.

Safety Pledge

I am **Safety**...

By signing this pledge, I recognize that no work task is more important than my personal safety or the safety of my co-workers. Taking the extra time to do my job safely will help me to improve quality of life today while creating a better tomorrow.

Signed this day: ____/____/____

Employee Signature _____

Human Resources Manager _____

District Manager _____

DRAFT

GO

INDUSTRIAL



BOARD OF TRUSTEES
Mick Sudbury, Chairman
Jeff White
Dan L. Stewart

GENERAL MANAGER
Clint Dilley, P.E.

August 29, 2023

Clint Dilley, P.E.
Magna Water District
8885 West 3500 South
P.O. Box 303
Magna, UT 84044

Subject: GO Industrial – Water & Sewer Availability

Clint,

We have completed our preliminary review of the proposed GO Industrial development located at 2090 S. 7200 W. Our determination of water and sewer availability is as follows:

EXISTING FACILITIES

- | | |
|-----------|---|
| WATER | Water service is available near the development. There is a 12-inch water line located in 2100 South, along the south frontage of the proposed development. |
| SEWER | Sewer service is available near the development. There is a 24-inch sanitary sewer line located in 2100 South, along the south frontage of the proposed development. |
| SEC WATER | Secondary water service is not currently available to the development. There is an existing 10-inch dry secondary water line in 2100 south at the west property boundary. |

RECOMMENDATIONS

- | | |
|-----------|--|
| WATER | Connect to the existing 12-inch water line in 2100 South and extend required water service to the proposed development. |
| SEWER | Connect to the existing 24-inch sanitary sewer line located in 2100 South and extend required sewer service to the development. |
| SEC WATER | Magna Water District has implemented a secondary water dry-line policy for all new developments approved after April 10, 2001. All new developments involving the development of outdoor watering area are required to install a secondary dry-line. This development will be required to connect to existing 10-inch dry line and install a 10-inch dry line along the south property frontages. In addition, a dry service lateral(s) shall be extended to the site from the main for future connection. |

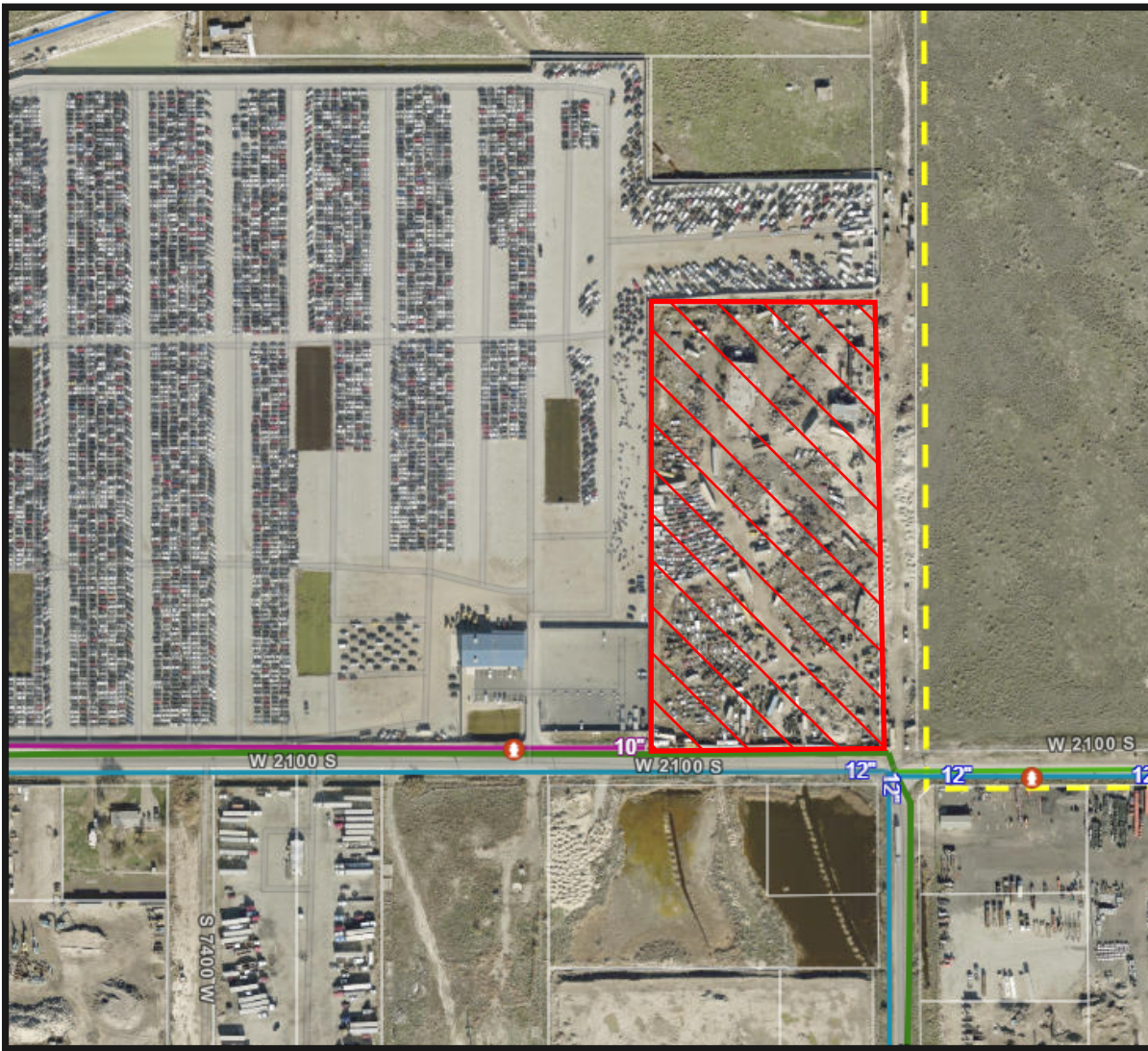
Plans showing the water and sewer lines will need to be furnished to the District by the Developer's engineer. These Plans will need to show the location of all lines, line sizes, profile of sewer, fittings, and water service connection sizes, locations and type.

It is my recommendation that the Magna Water District Board approve providing water and sewer services to this Development. If you have any questions or concerns, please contact me at 801-250-6279.

Sincerely,

A handwritten signature in blue ink, appearing to read "Trevor Andra".

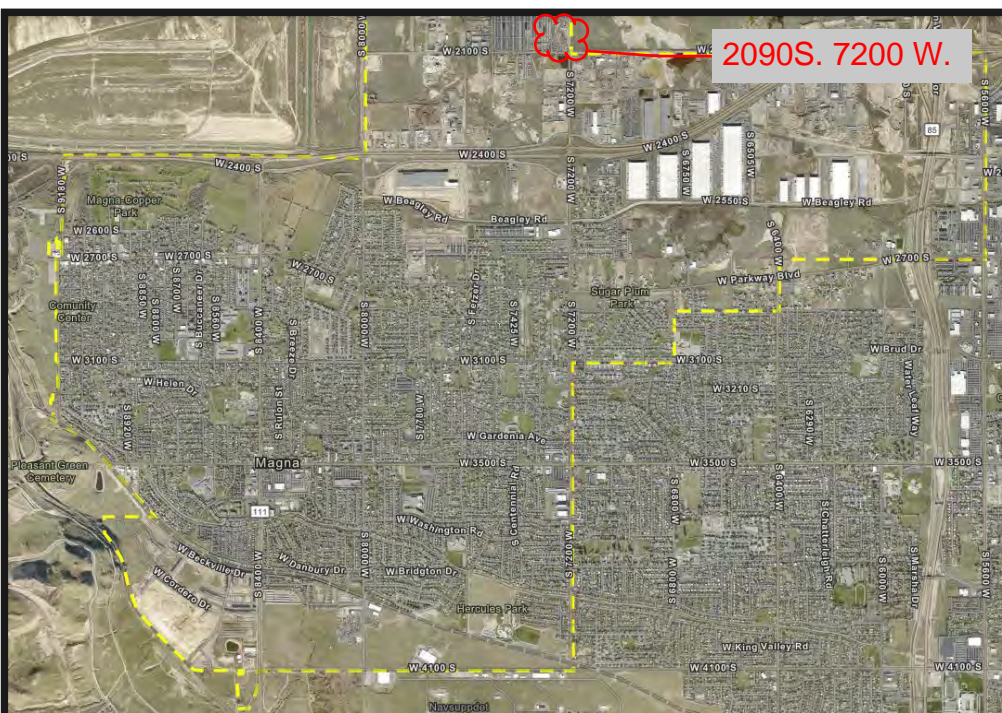
Trevor Andra, P.E.
Magna Water District
District Engineer



Development Name:
GO Industrial

Address:
2090 South 7200 West

Commercial Lot -
Warehouse Building



**GODFREY
INDUSTRIAL**



BOARD OF TRUSTEES
Mick Sudbury, Chairman
Jeff White
Dan L. Stewart

GENERAL MANAGER
Clint Dilley, P.E.

September 13, 2023

Clint Dilley, P.E.
Magna Water District
8885 West 3500 South
P.O. Box 303
Magna, UT 84044

Subject: Godfrey Industrial Park Subdivision No. 3 – Water & Sewer Availability

Clint,

We have completed our preliminary review of the proposed Godfrey Industrial Park Subdivision No. 3 development located at 5900 West 2400 South. Our determination of water and sewer availability is as follows:

EXISTING FACILITIES

- WATER** Water service is available near the development. There is a 12-inch water line located in 5900 West and 2400 South intersection, near the south/east corner of the proposed development. There is also a 12-inch water line located in 5900 West at the north/east corner of the proposed development.
- SEWER** Sewer service is available within approximately 850-ft or more of the development. There is a 12-inch sanitary sewer line located between MVC north and south travel lanes north/east of the proposed development at approximately 2200 South. There is a 10-inch sanitary sewer line located in 2300 South east of MVC and an 8-inch sanitary sewer line located north/west of the development in 6160 West.
- SEC WATER** Secondary water service is available near the development. There is a 12-inch secondary water line located in 5900 West and 2400 South intersection, near the south/east corner of the proposed development. There is also an 8-inch secondary water line located in 5900 West at the north/east corner of the proposed development.

RECOMMENDATIONS

- WATER** Connect to the existing 12-inch water line at 5900 West and 2400 South, extend a 12-inch water line north along east property frontage and connect to existing 12-inch water line at north/east corner of property. Extend a 12-inch water line west within the proposed 2400 South extension. Extend required water service to the proposed development.

SEWER The exact location for sanitary sewer connection is not known at this time. MWD advises connection to one of our sanitary sewer lines, however none of the existing locations for connection can be recommended. We have concerns that minimum design requirements (slope and cover) cannot be met. MWD will require the development to meet MWD standards and minimum design requirements through future engineering reviews.

SEC WATER Connect to the existing 12-inch secondary water line at 5900 West and 2400 South, extend a 12-inch secondary water line north along east property frontage and connect to existing 8-inch secondary water line at north/east corner of property. Extend a 12-inch secondary water line west within the proposed 2400 South extension. Extend required secondary water service to the proposed development.

Plans showing the water and sewer lines will need to be furnished to the District by the Developer's engineer. These Plans will need to show the location of all lines, line sizes, profile of sewer, fittings, and water service connection sizes, locations and type.

It is my recommendation that the Magna Water District Board approve providing water and sewer services to this Development contingent on an approved design of water, secondary water, and the proposed new sanitary sewer line and connection to MWD existing sewer line. If you have any questions or concerns, please contact me at 801-250-6279.

Sincerely,



Trevor Andra, P.E.
Magna Water District
District Engineer



Development Name:
Godfrey Industrial Park
Subdivision No. 3

Address:
5900 W 2400 S

Commercial Lot &
2400 South Extension



BOWEN
COLLINS

Attachment A

**TASK ORDER NO. 23-03
TO
MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

OWNER: Magna Water District

THIS TASK ORDER NO. 23-03 TO THE MASTER AGREEMENT FOR PROFESSIONAL SERVICES (this "TASK ORDER") is made and entered into as of the 3rd day of April, 2023, by and between OWNER and Bowen, Collins and Associates, Inc., a Utah Corporation (herein called ENGINEER) who agree as follows:

1. **PROJECT.** The PROJECT associated with this TASK ORDER is described as follows: Magna WRF BioBrox Building Re-Purpose Study. The PROJECT SITE is located as follows: in Magna, Utah (alignment map attached).
2. **SCOPE OF SERVICES.** The SCOPE OF SERVICES and deliverables associated with this TASK ORDER is attached hereto as Exhibit A.
3. **FEES.** OWNER shall reimburse for services provided under this TASK ORDER on a time and expense basis not to exceed \$26,361.00. Payment shall be in accordance with the FEE SCHEDULE attached hereto as Exhibit B and in accordance with the MASTER AGREEMENT FOR PROFESSIONAL SERVICES.
4. **SCHEDULE.** The design SERVICES associated with this TASK ORDER are anticipated to be completed by November 30, 2023.
5. **ATTACHMENTS AND EXHIBITS.** Both parties have read and understood all attachments and exhibits referenced in or attached to this TASK ORDER and agree that such items are hereby incorporated into and made a part of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this TASK ORDER as of the date first above written.

OWNER:

ENGINEER:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Its: _____

Magna Water District
Magna WRF BioBrox Building Re-Purpose Study
BOWEN, COLLINS & ASSOCIATES

EXHIBIT A
SCOPE OF SERVICES

DATE: September 7, 2023
PROJECT: Magna WRF BioBrox Building Re-Purpose Study
PROJECT MANAGER: Jeff Beckman, P. E.
PROJECT LOCATION: Magna, Utah
PROJECT NO.: 483-23- 03

INTRODUCTION

The Magna Water District (District) desires to re-purpose the existing BioBrox Building located at the Magna Water Reclamation Facility. The District requested Bowen Collins & Associates (BC&A) assistance in evaluation of the current building and identifying potential beneficial uses. A preliminary concept includes removal of existing equipment and constructing additional large access doors, allowing storage of District vehicles and equipment. BC&A will work with District staff to identify other potential concepts to maximize use of this building. The following summarizes the BC&A approach to assisting the District in this evaluation.

SCOPE OF WORK

- **1A - Kick Off Meeting and Identify Beneficial Use Concepts** – BC&A will conduct an onsite meeting to discuss with District staff their desired potential uses of the building. This meeting will also discuss aspects of the building that should remain or be salvaged by the Owner.
- **1B - Demolition Plan** – BC&A will evaluate and identify equipment that can be removed from the existing building. This task will also identify methods for removing the existing large tanks. BC&A will develop drawings identifying building aspects to be removed or salvaged including tanks, pumps, stairs, elevated grating, etc. The drawings will then be used in development of proposed beneficial use concepts.
- **1C - Structural Evaluation** – BC&A will complete structural evaluation to examine the potential of constructing an additional large access door in the building. These doors will allow existing BioBrox tanks to be removed in one piece and allow Vac-Trucks to pull through the building. BC&A will also consider additional access into the existing pump room.

- **1D - Utility Evaluation** – BC&A will review existing electrical gear and equipment and identify elements of this equipment that can be removed during demolition of BioBrox equipment. BC&A will also verify that existing HVAC equipment and systems will be compatible with any recommended changes. BC&A will evaluate existing utility water hose bibbs and determine if additional hose bibbs will be necessary with proposed repurposing layouts.
- **1E - Building Layout Plan** – BC&A will develop up to three alternative building layouts for consideration by the District. The layouts will identify additional access points, truck parking areas, exterior access and other recommended improvements.
- **1F - Implementation Plan & Cost Estimate** – BC&A will develop a cost estimate for the recommended improvements. BC&A will also provide an estimated schedule for the final design, bidding, and construction of recommended improvements.
- **1G - Technical Memorandum Preparation** – BC&A will summarize findings of previous tasks into a Technical Memorandum including drawings, cost estimates, and implementation plan.

Items not Included in the Above Scope of Services

- Treatment Process Evaluation
- Coordination with Rocky Mountain Power
- Topographic Survey
- Final Design

ENGINEERING FEE

BC&A will complete the services described above for an engineering fee not to exceed \$26,361. A detailed breakdown of estimated labor requirements and costs and miscellaneous expenses is attached.



**Exhibit B
Engineering Fee Estimate**

PROJECT	BIOBROX RE-PURPOSE STUDY
CLIENT	MAGNA WATER DISTRICT
DATE	9/5/2023

		Engineering												Expenses			Project	
		Office		CAD		BC&A Engineers							Subtotal Hours	Subtotal Labor	HVAC Subconsultant	Mileage (Estimated)	Subtotal Expenses	Total Cost
Labor Category	Staff	Acct	Clerical	Tech	CAD Mgr	EIT	Civil	SE	EE	Sr EE	PE	Sr Eng						
Task	Description	2023 Hourly Billing Rate*	Skousen	Hilbert	Riggs	Anderson	Fica	Neil	Smoot	Wasden	Youngstrom	Rogers	Mayers	Beckman				
1 BIOBROX RE-PURPOSE STUDY																		
1A	Kick Off Meeting and Concept Development		4						2	2		3		2				
																		\$1,921
1B	Demolition Plan				8					2		4			14			\$2,032
																		\$0
1C	Structural Evaluation							32				4		2	38			\$5,624
																		\$0
1D	Utility Evaluation							2	16	4		16		2	40			\$6,118
																		\$4,000
1E	Building Layout Plan				10							8		2	20			\$3,110
																		\$0
1F	Implementation and Cost Estimate											2		2	4			\$742
																		\$0
1G	Technical Memorandum Preparation				4							8	2	2	16			\$2,664
																		\$0
	Total		4	0	0	22	0	0	36	20	4	45	2	12	132			\$ 22,211
																		\$4,000
																		\$150
																		\$4,150
																		\$26,361

Notes:

- Hourly billing rates have been adjusted for annual rate increases based on when the work is projected to occur

Assumptions:

- Roundtrip miles from Draper Office to Magna WRF: 50 per trip
- Up to four in-person design review meetings

EDR STACKS

EDR Stack Replacements

- Original Stack are 600 cell pair (cp).
- New Stacks are 750 cell pair.
 - Additional 150 cp in the new stacks produces better quality water.
 - Lower TDS, Arsenic, and Perchlorate are expected. Exact reduction is not known but estimated at ~5-10%. Additional sampling after installation will help quantify.
- Alternatives for treated water:
 - Adjust blend from 50% treated and 50% untreated to 40% treated and 60% untreated. Keep same water quality.
 - Keep blend at 50% treated and 50% untreated for better quality water to customers.
 - Increase flow rate to stacks to produce more treated water.
 - This option is only possible once all stacks are 750 cp and piping modifications are made to allow for additional flow. Future consideration.
- Delivered water quality evaluation.
 - We did not want to deliver “cleaner” water to customers if it would negatively affect the quality received at their homes.
 - Concerns with corrosion or scaling if water chemistry is changed.
 - LANGLIER SATURATION INDEX (LSI) is a good indicator of the corrosion or scaling potential of water.
 - Existing Average LSI = - 0.31
 - LSI with new 750 cp stacks will remain in the same range.

Saturation

Index	Description	General Recommendation
-5	Severe Corrosion	Treatment Recommended
-3	Moderate Corrosion	Treatment Recommended
-2	Moderate Corrosion	Treatment May Be Needed
-1	Mild Corrosion	Treatment May Be Needed
-0.5	None- Mild Corrosion	Probably No Treatment
0	Near Balanced	No Treatment
0.5	Some Faint Coating	Probably No Treatment
1	Mild Scale Coating	Treatment May Be Needed
2	Mild to Moderate Coatings	Treatment May Be Needed
3	Moderate Scale Forming	Treatment Recommended
4	Severe Scale Forming	Treatment Recommended

	Veolia WTS Solutions USA, Inc. 5951 CLEARWATER DR. MINNETONKA MN 55343-8995 UNITED STATES FOR ORDER PLACEMENT / CUSTOMER CARE PHONE: 1-866-439-2837 FAX: 866-891-4893	<h1>Quotation</h1>
--	---	--------------------

Quote Date	Quotation Exp. Date	Veolia WTS Quote
04APR2023	02MAY2023	20575420
Sales org.	Sales Representative / Contact	Reference
B701	Jason Diamond	

Sold to : 1000100188 MAGNA WATER DISTRICT 8885 WEST 3500 SOUTH MAGNA UT 84044-3802 UNITED STATES	Ship to : 4000116260 MAGNA WATER COMPANY 6750 WEST 2820 SOUTH WEST VALLEY CITY UT 84128-1159 UNITED STATES
---	---

Bill to : 0000444993 MAGNA WATER COMPANY ATTN : ACCOUNTS PAYABLE PO Box 303 MAGNA UT 84044-0303 UNITED STATES	Payment terms
	Net 30 Days from Date of Receipt of Invoice
	Inco terms
	FOB ORIGIN

Currency: U.S. Dollar **Freight:** Freight PrePaid and Add

SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
10	3066590-CL EDR-STACK,MK4,650CP,1/1,204E/67E,PT,CL	8	EA	65,538.00	EA	524,304.00
	Quantity Discount			5.00	%	- 26,215.20
20	3066590-CL EDR-STACK,MK4,650CP,1/1,204E/67E,PT,CL	16	EA	65,538.00	EA	1,048,608.00
	Quantity Discount			10.00	%	- 104,860.80
30	BK999999 BKNG,GENERAL PARTS -999	8	EA	69,830.00	EA	558,640.00
	Quantity Discount			5.00	%	- 27,932.00
	EDR- Stack, MK4, 750CP,204E/67E, PT, CL					\$530,708
40	BK999999 BKNG,GENERAL PARTS -999	16	EA	69,830.00	EA	1,117,280.00
	Quantity Discount			10.00	%	- 111,728.00
50	BK999999 BKNG,GENERAL PARTS -999					

Estimated Delivery
10-12 months

This is the quoted price for the eight units we are presenting on.

The other quotes are for additional units or other alternatives that we do not recommend at this time.

Thank you for your Consideration. To place an order, please refer to the Customer Care number shown above. All sales are subject to our terms and conditions, contain Freight for Bulk Delivery and specialized freight charges, unless specifically indicated in the materials listing above. Pricing above does not include applicable taxes, which will be added to the order.

To ensure that you receive the pricing quoted, please refer to the Customer Care number shown above. All sales are subject to our terms and conditions, contain Freight for Bulk Delivery and specialized freight charges, unless specifically indicated in the materials listing above. Pricing above does not include applicable taxes, which will be added to the order.

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Sold to : 1000100188 MAGNA WATER DISTRICT 8885 WEST 3500 SOUTH MAGNA UT 84044-3802 UNITED STATES	Ship to : 4000116260 MAGNA WATER COMPANY 6750 WEST 2820 SOUTH WEST VALLEY CITY UT 84128-1159 UNITED STATES
---	---

Bill to : 0000444993 MAGNA WATER COMPANY ATTN : ACCOUNTS PAYABLE PO Box 303 MAGNA UT 84044-0303 UNITED STATES	Payment terms Net 30 Days from Date of Receipt of Invoice
	Inco terms FOB ORIGIN


Currency: U.S. Dollar **Freight:** Freight PrePaid and Add

SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	8 EA Quantity Discount EDR- Stack, MK4, 600CP,204E/67E, PT, CL	8	EA	62,975.00	EA	503,800.00
				5.00 %		- 25,190.00
60	BK999999 BKNG,GENERAL PARTS -999					
	16 EA Quantity Discount EDR- Stack, MK4, 600CP,204E/67E, PT, CL	16	EA	62,975.00	EA	1,007,600.00
				10.00 %		- 100,760.00
***** REQUEST FOR QUOTATION: Prepared By: Ernie Russell Veolia Commercial Operations, ZeeWeed Products PLEASE REFERENCE THIS QUOTATION NUMBER with your order to ensure correct pricing and on-time delivery. Please notify the contact above if changes to this quotation are needed. PLEASE PROVIDE REQUESTED DELIVERY DATE with your order. AVAILABILITY / LEAD TIME: At the time of this quotation, there is no available product						


Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless specifically indicated in the materials listing above. Pricing above does not include applicable taxes, which will be applied at time of order.

		Veolia WTS Solutions USA, Inc. 5951 CLEARWATER DR. MINNETONKA MN 55343-8995 UNITED STATES FOR ORDER PLACEMENT / CUSTOMER CARE PHONE: 1-866-439-2837 FAX: 866-891-4893			Quotation		
Quote Date		Quotation Exp. Date			Veolia WTS Quote		
04APR2023		02MAY2023			20575420		
Sales org.		Sales Representative / Contact			Reference		
B701		Jason Diamond					
Sold to : 1000100188 MAGNA WATER DISTRICT 8885 WEST 3500 SOUTH MAGNA UT 84044-3802 UNITED STATES				Ship to : 4000116260 MAGNA WATER COMPANY 6750 WEST 2820 SOUTH WEST VALLEY CITY UT 84128-1159 UNITED STATES			
Bill to : 0000444993 MAGNA WATER COMPANY ATTN : ACCOUNTS PAYABLE PO Box 303 MAGNA UT 84044-0303 UNITED STATES				Payment terms Net 30 Days from Date of Receipt of Invoice			
				Inco terms FOB ORIGIN			
Currency: U.S. Dollar				Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
	<p>in inventory. Estimated lead time is TBD, and exclusive of freight transit time.</p> <p>Availability is subject to change.</p> <p>ORDER PLACEMENT / ORDER STATUS: Please send your Purchase Order to:</p> <p>VEOLIA North America Customer Care Contacts: Tel: 1-866-439-2837 (Select Option 2) Email: csc.equipmentorders.wts@veolia.com</p> <p>*Note: Minimum Order Value is \$100.00 *Note: please follow the PO guidelines in the covering email of this quote</p> <p>SHIPPING POINT: Oakville, ON Canada L6M 4B2</p> <p>PAYMENT: VEOLIA prefers to receive payment by wire transfer and will also accept payment by courier check/cheque.</p> <p>Wire transfer information for #legal entity# send details to: SHD WATS REMIT-NAM vtc.vwts.remit-nam.all@veolia.com</p> <p>Deutsche Bank Trust Company Americas 60 Wall St New York, NY 10005 USA Account Number: 50272952 SWIFT Code: BKTRUS33 ABA Routing Number: 021001033</p>						

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless specifically indicated in the materials listing above. Pricing above does not include applicable taxes, which will be applied at time of order.

		Veolia WTS Solutions USA, Inc. 5951 CLEARWATER DR. MINNETONKA MN 55343-8995 UNITED STATES FOR ORDER PLACEMENT / CUSTOMER CARE PHONE: 1-866-439-2837 FAX: 866-891-4893			<h1>Quotation</h1>	
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				Inco terms FOB ORIGIN		
Currency: U.S. Dollar				Freight: Freight PrePaid and Add		
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	TERMS: All sales are subject to Veolia's terms and conditions, contained within this quotation. Thank You! - We Appreciate Your Business! ***** VWTS would like to note that under the current exceptional circumstances across global supply chains and logistics networks, WTS may not be in a position to guarantee and comply with the planned schedule for product / project delivery or performance. VWTS reserves the right to modify the schedule / contract accordingly. VWTS will promptly inform you of any changes which may impact the contract or the project. ***** Freight DDP - Delivery will be by ground standard on the basis of DDP BartonWellfield WTP, 8885 West 3500 South, Magna, UT 84044-3802 US; Incoterms 2020. DDP = delivery duty paid. Partial shipments will be acceptable unless otherwise specified. Where delivery cannot be accepted at this destination, Magna shall specify an alternate, equivalent destination without delay. Due to varying origins and availability, some materials included in this proposal may be shipped separately from the EDR stacks. Should separate shipments be required, where possible, Veolia will strive to provide these items on or before the delivery of the EDR stacks.					

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless specifically indicated in the materials listing above. Pricing above does not include applicable taxes, which will be applied at time of order.

		Veolia WTS Solutions USA, Inc. 5951 CLEARWATER DR. MINNETONKA MN 55343-8995 UNITED STATES FOR ORDER PLACEMENT / CUSTOMER CARE PHONE: 1-866-439-2837 FAX: 866-891-4893			<h1 style="text-align: center;">Quotation</h1>	
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04APR2023		02MAY2023	20575420			
Sales org.		Sales Representative / Contact		Reference		
B701		Jason Diamond				
Sold to : 1000100188 MAGNA WATER DISTRICT 8885 WEST 3500 SOUTH MAGNA UT 84044-3802 UNITED STATES			Ship to : 4000116260 MAGNA WATER COMPANY 6750 WEST 2820 SOUTH WEST VALLEY CITY UT 84128-1159 UNITED STATES			
Bill to : 0000444993 MAGNA WATER COMPANY ATTN : ACCOUNTS PAYABLE PO Box 303 MAGNA UT 84044-0303 UNITED STATES			Payment terms			
			Net 30 Days from Date of Receipt of Invoice			
			Inco terms			
			FOB ORIGIN			
Currency: U.S. Dollar			Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	Title & Risk - Title and risk of loss or damage to EDR stacks/ equipment, and crating shall pass to Magna upon delivery at the named place of destination. International Shipment, Fees, and Duties Origin - Delivery of EDR stacks originates from the Veolia Water Technologies & Solutions, Guelph, ON, Canada facility. MPF - Merchandise processing fee is a fee assessed for formal custom entries based on 0.35% of the invoice value, with a minimum of USD \$25 per formal entry and a maximum of USD \$485. On the basis of DDP terms, this fee will be paid by Veolia within the quoted price. Duty # Any new duty imposed after the date of this proposal is the responsibility of Magna. Taxes - All applicable local, state, or federal taxes are the responsibility of Magna. Temperature # EDR stacks cannot be allowed to freeze or overheat and may require temperature-controlled freight and handling according to the season and the planned routing. The price of temperature control will be included within the firm quote on freight by Veolia.					
					USD	0.00
					USD	4,363,546.00
TOTAL AMOUNT						4,363,546.00

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless specifically indicated in the materials listing above. Pricing above does not include applicable taxes, which will be applied at time of order.

Veolia Water Technologies & Solutions Terms & Conditions of Sale

1. Exclusive Terms and Conditions. Together with any other terms the parties agree to in writing, these Terms and Conditions of Sale from the exclusive terms ("Agreement") where by Buyer agrees to purchase, and sell Goods and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Notwithstanding any provisions communicated in any way by Buyer to Seller prior to this Agreement including any terms contained in any request for quote by Buyer, Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.
2. Buyer Obligations. Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and process, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities.
3. Delivery. Title and risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, except as provided for in section 8 of this Agreement, shall pass to Buyer upon delivery to carrier at designated shipping point. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight.
4. Payment and Prices. Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice. If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller may decline to make deliveries except on receipt of satisfactory security. The prices quoted herein do not include taxes. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of delivery of any products or services furnished hereunder. Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities if applicable. For multi-year agreements, pricing stated shall remain firm for 12 months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Unless otherwise specified, all prices are FOB point of shipment. Buyer agrees to reimburse Seller for collection costs, including 2% interest per month, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.
5. Payment for Excessive Usage; Lost and Damaged Goods. If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.
6. Consigned Goods. Buyer shall bear all risk of loss and damage to all consigned Goods in Buyer's possession or control, notwithstanding Buyer's exercise of reasonable care. Seller shall have the right to enter Buyer's premises at all reasonable times to inspect such Goods and related records. Upon request, Buyer agrees to return such Goods to Seller pursuant to Seller's shipping instructions.
7. Limited Warranties. Seller warrants that the Goods shall conform to published specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of, the shelf-life of the product, or 6 months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, 12 months from their date of delivery; (c) for Goods other than Chemicals and Consumables, the earlier of, 15 months from receipt, or 12 months from start-up/first use. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods or Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.
8. Use of Equipment, Tanks, and Containers. Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk and ownership of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.
9. Compliance With Laws; Permits. Buyer is responsible for compliance with all laws and regulations applicable to the operations of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all waste and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits)) and signing manifests for waste transport and disposal. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement.
10. Force Majeure. Neither party will be responsible to the other (and no event of default will be deemed to have occurred) if uncontrollable events make it impracticable or commercially unreasonable for either party to perform under the terms of this Agreement, provided no force majeure shall apply to Buyer's obligation to pay in a timely manner for Goods and Services. Scheduled delivery dates are subject to extension when a force majeure event occurs.
11. Confidentiality and Intellectual Property. Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Buyer shall be fully liable for any infringement of patent rights of third parties arising out of the products supplied hereunder where the construction, and other characteristics of such products including modification of the Goods and Services, is prescribed to the Seller, or completed independently by the Buyer or agent(s). Buyer shall fully defend and indemnify the seller in case of such claim(s). Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to buyer a limited, non-exclusive and terminable license to such software for the term of this Agreement. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section. Buyer shall defend and indemnify Seller in respect of any claim or liability suffered by Seller in connection with infringement of any third party rights based on design, specifications or requirements prescribed by Buyer or its agent.
12. Limitation on Liability. Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods Services shall not exceed the annual contract value of this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying Seller's Goods or Services to a third party, Buyer shall require the third party to agree to be bound by this clause. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this clause.
13. Conflicts; Survival; Assignment. If there is any conflict between this Agreement and any written proposal or quotation provided by Sellers, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. This Agreement may only be assigned by Seller to any affiliate.
14. Termination and Cancellation. This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made

against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers.

15. Governing Law and Dispute Resolution. This Agreement shall be governed by the substantive laws of the State of New York. The UN Convention on the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Philadelphia, PA, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this clause.

. SUEZ Water Technologies & Solutions is now part of Veolia. This change will not impact your contract or the team supporting your business. We will be changing our legal entity name, but this will not change in any way the tax identification number, or our banking information. The detail of changes to the legal entity name will be communicated separately.

. SUEZ Water Technologies & Solutions fait désormais partie de Veolia. Ce changement n'aura aucune incidence sur votre contrat ou sur l'équipe qui soutient votre entreprise. Nous changerons le nom de notre entité juridique, mais cela ne changera en aucun cas le numéro d'identification fiscale, ou nos informations bancaires. Le détail des changements apportés au nom de l'entité juridique sera communiqué séparément.

. Suez Water Technologies and Solutions ist jetzt Teil von Veolia. Diese Aenderung hat keine Auswirkungen auf Ihren Vertrag oder das Team, das Ihr Unternehmen unterstuetzt. Wir werden unseren juristischen Namen aendern, aber dies hat keinerlei Auswirkungen auf die Steueridentifikationsnummer oder unsere Bankdaten. Die Einzelheiten der Aenderung des Firmennamens werden gesondert bekannt gegeben.

. SUEZ Water Technologies & Solutions 现在是威立雅的一部分，这种变化不会影响您的合同或支持您业务的团队。我们将更改我们的法人实体，但我们的税号或者银行信息不会改变。未来我们将另行通知法人实体名称变更的具体细节。

. SUEZ Water Technologies & Solutions 現在已加入威立雅集團。此一變化將不會影響您的合約或支持您業務的團隊。我們將更改我們的法人實體名稱，但不會以任何方式改變稅號，或我們的銀行信息。未來將另行通知法人實體名稱更改的詳細訊息。

. SUEZ Water Technologies & Solutions fa ora parte di Veolia. Questo cambiamento non influira sul tuo contratto o sul team che supporta la tua attivita. Noi cambiera il nome della nostra entita legale, ma questonon cambiera in nessuno il codice fiscale o le nostre coordinate bancarie. Il verra comunicato il dettaglio delle modifiche alla denominazione della persona giuridica separatamente.

. SUEZ Water Technologies & Solutions agora faz parte da Veolia. Essa alteracao nao afetara seu contrato ou a equipe de apoio ao seu negócio. Iremos alterar a razao social de nossa entidade legal, mas nao iremos alterar nosso número de inscricao no CNPJ ou as nossas informacoes bancarias. Os detalhes das alteracoes da razao social da entidade legal serao comunicados separadamente.

. SUEZ Water Technologies & Solutions ahora es parte de Veolia. Este cambio no afectara su contrato ni al equipo que respalda su negocio. Cambiaremos el nombre de nuestra entidad legal, pero esto no cambiará de ninguna manera el número de identificación fiscal o nuestra información bancaria. El detalle de los cambios en el nombre de la entidad legal se comunicará por separado.

. SUEZ Water Technologies & Solutions

**DON CALVERT
PAINTING**

Don Calvert Painting & Special Coatings

Proposal submitted to: Magna Water Dist.

Scope of work: Refurbish manholes

We agree to the following:

We will wash the manholes with a 5000 PSI pressure washer. The manholes will then be inspected for water leaks. All water infiltration will then be stopped with an epoxy injection, or a cementitious stop leak filler. All areas of the manholes will then receive a cementitious trowel coat as needed, in order to rebuild the walls and the benches of the manholes. All areas of the manholes, with the exception of the invert channel will then be lined with a Raven 405 epoxy liner. Mil thickness to be a minimum of 150 mils. A keyway will be cut at the water line of the invert for a termination line for the liner. Upon completion of the liner application, all areas will be spark tested with a high voltage tester. All pinholes detected will then be marked and abraded and filled with Raven405 liner. Pricing based on an average of 13.5 ft. deep and 6' dia. The price to complete the manholes will be \$ 2700.00 +/- per manhole for water mitigation. The Raven 405 liner to be \$ 8750.00 +/- . Price not to exceed \$ 250,000.00

CUMMINS GENERATOR



Proposal

"Our Commitment Is Personal!"

To: Magna Water Date: August 10, 2023
Job: Zone 3 Generator Quote#: _____
Attn: Raymond

We are pleased to provide our proposal for this scope of work and look forward to working with you on this project!

Bid Breakout Items

Total

1) Base bid per scope below

SCOPE:

Provide and install the following per the job walk. No drawings or specs provided

Cummins 300KW 480 Volt Generator with the following standard options;

U.S. EPA, Stationary Emergency Application

300DQDAC, Diesel Genset, 60Hz, 300kW

Duty Rating - Standby Power (ESP)

Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency

Listing - UL 2200

Cert - Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2011

Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor

Voltage - 277/480, 3 Phase, Wye, 4 Wire

Alternator - 60Hz, 12 Lead, Broad Range, 125/105C

Steel Weather Protective Enclosure, with Exhaust System

Enclosure Color - Green, Steel

Wind Rating - 150 MPH, Steel Housing

Double Wall Fuel Tank - Sub Base, 1,470 Gallon, UL142 Compliant

Listing, ULC - S601 - 07

Fuel Water Separator

Control Mounting - Left Facing

PowerCommand 2.3 Controller

Stop Switch - Emergency

CONTINUED ON NEXT PAGE

Circuit Breaker or Entrance Box or Terminal Box - Right Only
Terminal Box-Low Voltage, Left-None
Circuit Breaker - 400A, Right Circuit Breaker on Right side, 3 - Pole, UL 600, IEC 690 100%
Circuit Breaker or Entrance Box or Terminal Box, Top Entry, Left-None
Bottom Entry, Right
Indication - Ground Fault
Auxiliary contacts/Trip Alarm - Single Circuit Breaker
Shunt Trip - 24 Volts DC, Single Circuit Breaker
Engine Governor - Electronic, Isochronous
Engine Starter - 24 Volt DC Motor
Engine Air Cleaner - Normal Duty
Battery Charging Alternator
External Battery Charger - 12 Amp, Regulated
Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted
Shutdown - Low Coolant Level
Engine Coolant - 50% Antifreeze, 50% Water Mixture
Coolant Heater - 120V, Single Phase
Engine Oil
Genset Warranty - 2 Years Base
(2) Batteries

We will run conduit overhead from the generator to the Automatic Transfer Switch as there is RMP, water and other utilities that pass thru this area

Generator Lead time is 61-65 Weeks

ATS Lead time is 16-20 weeks

We are planning on having FX perform the excavation and concrete part of this scope.

With the increase in weight due to the fuel tank capacity they will install a 20'8" x 11'2"x 12" pad with #5 rebar mat using #5 rebar @12" On center. The pad will have a 4" curb wall around the perimeter to contain any fuel spillage during fueling of the generator

FX to place retaining wall rocks. Rocks provided by Magna Water

Per job walk FX to spread spoils around site. No haul off is included

Generator; \$118,265

ATS; \$11,300

Labor; \$ 16,856

Material; \$17,420

FX; \$29,200

Total without adders; \$ 193,041

CONTINUED ON NEXT PAGE

Clarifications

We have provided an option for (2) platforms and stairs (1 on each side) for maintenance and service

Aluminum 2 Step Stair & Platforms (15" to 18" H, 34 11/16" Platform W, 76 3/4" Platform D)

(Qty 2): **ADD \$7,676**

We are not an engineering firm. We have provided this proposal based on similar projects we have completed. S&S Electric nor FX construction shall not be liable for assumptions made for generator sizing based on current loads, concrete pad failure to support the generator or anything not specifically called out in the scope above

This proposal good for 45 days from date of submission

Exclusions

Engineering

Material Haul Off

All Demolition

Permits, Fees

Price increases on material, gear and lighting from factories due to Tariffs or increases

SWPPP

Seeding or restoring beyond general grading in areas impacted from project

Rory Sower

Rory Sower

(801)369-3754

rory@sseutah.com

3675 W 1987 S

SLC UT 84104

UT License # 5840088-5501

ID License # 026424

WY License # 2015-000688433

Accepted by: _____

Signed: _____

Date: _____

PO#: _____

METERWORKS

PURCHASE ORDER
MAGNA WATER DISTRICT

8885 WEST 3500 S
MAGNA UT 84044
PHONE: 801-250-2118

THIS PURCHASE ORDER #
MUST BE ON ALL INVOICES
OR RELATED
PAPERWORK.

PURCHASE ORDER DATE: 08/10/2023

22810

ISSUED TO: METERWORKS
1199 WEST 850 NORTH
CENTERVILLE UT 84014

SHIP TO: MAGNA WATER DISTRICT
8885 WEST 3500 S
PO BOX 303
MAGNA UT 84044

CONTACT: MANDY

SHIPPING: FOB DESTINATION

Department: AP Water

<u>REQ #</u>	<u>QUANTITY</u>	<u>PART NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GL ACCOUNT</u>
9525	1,014.00		5/8" x 3/4" T10 METERS	316.54	320,971.56	01-00-1530-01
9525	15.00		1 MACH10 BLACK METERS	447.55	6,713.25	01-00-1530-01
9525	10.00		1.5 MACH10 BLACK METERS 13" LAY LENGTH	880.46	8,804.60	01-00-1530-01
9525	7.00		2 MACH10 BLACK METERS 17" LAY LENGTH	1,048.04	7,336.28	01-00-1530-01
9525	10.00		3/4 MACH10 BLACK METERS 9" LAY LENGTH	385.70	3,857.00	01-00-1530-01
9525	263.00		3/4 MACH10 PURPLE METERS 9" LAY LENGTH	385.70	101,439.10	01-00-1530-01
9525	13.00		3/4 MACH10 PURPLE METERS 7.5 LAY LENGTH	385.70	5,014.10	01-00-1530-01
9525	7.00		1 MACH10 PURPLE METERS	447.55	3,132.85	01-00-1530-01
9525	7.00		1.5 MACH10 PURPLE METERS 13" LAY LENGTH	880.46	6,163.22	01-00-1530-01
9525	5.00		2 MACH10 PURPLE METER 17" LAY LENGTH	1,048.04	5,240.20	01-00-1530-01
9525	2,600.00		5/8" X 3/4" METER GASKETS	.15	390.00	01-00-1530-01
9525	44.00		1" METER GASKET	.20	8.80	01-00-1530-01
9525	34.00		1.5" METER GASKET	1.90	64.60	01-00-1530-01
9525	24.00		2" METER GASKET	2.10	50.40	01-00-1530-01
9525	116.00		BOLT & NUT FOR 1.5" & 2" METER FLANGE	2.70	313.20	01-00-1530-01

Freight/Misc

TOTAL 469,499.16

Plus applicable sales tax.

PURCHASING OFFICER _____

FINANCE DIRECTOR _____

Signature approval certifies that the amount shown above is required to meet a contract, agreement, obligation or expense of the Town, and has been lawfully appropriated, authorized, or directed for such purpose.

UASD

INVOICE



UTAH ASSOCIATION OF SPECIAL DISTRICTS
1272 West 2700 South
Syracuse, UT 84075

Invoice Date:
August 7, 2023

BILL TO:	
Magna Water District P O Box 303 Magna , UT 84044	
Description	Amount
Membership Dues for the year ending December 31, 2024.	\$ <u>12,000</u>
Please refer to the enclosed Membership Information Sheet for the appropriate dues amount from the 2024 Dues Schedule on page 2 of the information sheet.	
Please note that the district budget amount used for the determination of dues DOES NOT INCLUDE:	
1) Funds designated for the payment of principle and interest on long-term debt.	
2) Funds designated for major capital expenditures. (i.e. Capital Budget)	
3) Budget expense for funding depreciation.	

Thank You



UTAH ASSOCIATION OF SPECIAL DISTRICTS

LeGrand W. Bitter, Executive Director
1272 West 2700 South, Syracuse, Utah 84075
Phone 801-725-1312, Office 801-614-0405
e-mail: uasd@uasd.org • Web site: www.uasd.org

EXECUTIVE COMMITTEE

CHAIR
COREY CRAM
533 East Waterworks Drive
St. George, UT 84770
435-673-3617

FIRST VICE CHAIR
JEFF RICHENS
265 South Fairgrounds Road
Price, UT 84501
435-637-6350

SECOND VICE CHAIR
RODNEY BANKS
5440 South Freeway Park Dr.
Roy, UT 84405

PAST CHAIR
MARK T. BECRAFT
318 North 3150 West
West Point, UT 84015
801-525-2850

TREASURER
Riley Astill
801-968-1011

GOVT. AFFAIRS DIRECTOR
BOARD SECRETARY
HEATHER ANDERSON
310-404-9966

GENERAL COUNSEL
MARK H. ANDERSON
215 South State St. Ste 1200
Salt Lake City, UT 84111-2323
801-531-8900

BOARD OF TRUSTEES

- GREG ANDERSON
Salt Lake (Kearns)
- DEL BARNEY
Wasatch
- KERRY EPPICH
Salt Lake (Mt. Olympus)
- DAVID MARTIN
Salt Lake
- BEN HILL
Salt Lake (Cottonwood)
- BETH HOLBROOK
Weber/Salt Lake/Utah
Davis/Box Elder
Tooele/Summit
- JILL JONES
Davis
- RYAN LUSTY
Salt Lake (Magna)
- SCOTT PAXMAN
Weber/Davis
Morgan/Summit
- GENE SHAWCROFT
Utah/Duchesne
Juab/Salt Lake/Sanpete
Uintah/Wasatch
- KEN BRAND
Salt Lake (Draper)

EX-OFFICIO MEMBERS

- RYAN BJERKE
Salt Lake
- NATHAN BRACKEN
Salt Lake
- RANDALL M. LARSEN
Salt Lake
- DAVID M. ROBERTSON
Salt Lake
- JONATHAN WARD
Salt Lake

August 9, 2023

Magna Water District
P O Box 303
Magna , UT 84044

Re: UASD 2024 Membership

Thank you for your support during this past year! As a result, the UASD has been able to develop and retain the resources, manpower, relationships, and legal expertise to represent your best interests.

Tireless efforts are invested in the legislative process to represent the interests of districts in Utah and the citizens whom they serve. We continue to develop and improve up-to-date training resources, the UASD website, useful templates, and other valuable tools to support you in the important services that you provide to the public. With our friends in other states, the NSDC (National Special Districts Coalition) continues to provide valuable representation for Districts in Washington D.C. We appreciate the opportunity to serve you and your district's needs.

It is increasingly important that we stand together in furthering the cause of districts. Important legislative issues continue to face districts. New issues arise continually. Protecting your interests requires a vigilant legislative effort. Thank you for your continued financial support. Please find enclosed an invoice, along with a 2024 dues schedule for your membership dues calculation.

Thank you once again for the privilege of serving you. If you have any questions, please contact me or LeGrand Bitter.

Sincerely,

Corey Cram
Chair

Enclosures



UTAH ASSOCIATION OF SPECIAL DISTRICTS

Membership Benefits and Services

Membership Services

Being informed and trained on new and changing statutory and regulatory provisions is critical to the successful governance of any district. *In recent years, many new statutory requirements have been enacted that apply to districts, including the Utah Entity Registry, and a law that has important implications for personal use of government property by employees and board members. Other items of importance include The Best Practice Handbook, and Cybersecurity in the State of Utah, prepared and recently released in June 2023 by the Legislative Auditor General. All districts must post meeting agendas, meeting materials, minutes, board-member listing, etc. on the Utah Public Notice Website to comply with the Open Meetings Law. Recent changes in the procurement law are of continuing importance. All government entities must post all financial information on the transparency website. How can district boards and management stay informed and trained on the ever-increasing and changing requirements of government service? UASD provides the resources, information channels, and training that will help you to stay in compliance!*

There is an ever-increasing need for comprehensive governance and compliance training for special districts (17B) and special service districts (17D). State statutes governing districts require board member and management training on a variety of issues, including the Open Meetings Law and GRAMA requirements. The updated *Pocket Guide for Board Members* provides answers to these and other key issues. It serves as an important resource and is available to board members and management of UASD member districts.

An understanding of changes to the Ethics Law is most important, particularly considering penalties for violation of Ethics and Open Meetings laws.

The use of best management practices has been and continues to be a focus of legislators, and the Legislative Auditor General. The training provided by the UASD addresses these important issues and fulfills certain training requirements enumerated in statute.

Membership Services and Benefits include:

- Board member training
- Model personnel policies and procedures
- Legislative advocacy
- Website members-only section
- Resource library
- Social media communications
- Problem solving assistance
- Public relations assistance
- Procurement policy template
- Bylaws templates
- Personnel manual templates
- Useful online resources
- Q & A resource
- UASD Pocket Guide for Board Members
- UASD Pocket Guide for Legislators
- Video resources for public education
- Legal Hotline
- Personal Use of Govt. Property Template
- and more

OVER



Legislative Services & Governmental Relations

The UASD is the only voice on Capitol Hill that is actively representing, advocating, and fighting for all Utah districts, regardless of the district services provided, or a district's affiliation with other organizations.

The UASD reviews and monitors every bill that is introduced into legislation for its potential impact upon Utah districts. This represents a continual effort during the full-time legislative session, and during the interim legislative meetings. Any bills requiring action are quickly brought to the attention of the UASD Legislative Committee, Legal Counsel, lobbyists, and Board of Directors to determine the Association's position on each issue. Through electronic communications, the UASD informs member districts of new and immediate issues and needs. These bills then become the focus of Association lobbying efforts to achieve an outcome favorable to districts and the citizens whom they serve. *The value of this effort* alone for each district exceeds several hundred thousand dollars each year!

The UASD is involved in collaborative efforts with all local government service organizations, including the Utah League of Cities and Towns, the Utah Association of Counties, the Water Coalition, Rural Water, Utah Water Users, School Districts, and many others. These relationships create an effective consortium in addressing issues faced by districts and other government entities.

Legislative Services and Governmental Relations include:

UASD Legislative Services

- Actively represents and promotes the interests of districts, in Utah and nationally via NSDC
- Initiates, drafts, and moves favorable district legislation through the legislative process
- Provides direct access to legislators and the legislature
- Provides constant monitoring of the legislative process
- Monitors state rule-making activities
- Develops and participates in many coalitions and relationships, including NSDC
- Informs and functions as a resource for legislators regarding district issues
- Coordinates with affiliated organizations
- Provides comprehensive weekly legislative updates during the general legislative session
- Provides daily emails during the legislative session re: new bills affecting districts, etc.
- Provides representation and updates as needed during the interim legislative session
- Provides education and training on new statutory requirements
- Makes available UASD Pocket Guide for Legislators, providing information about districts

Governmental Relations

- Functions as a liaison with state agencies
- Actively develops and maintains open communications
- Provides advocacy with state departments
- Provides assistance with constituent affairs and interests
- Provides information and education on audit issues
- Provides referrals for funding sources and grant opportunities at the federal and state level
- Provides representation for districts on various state boards, i.e., procurement, URS, water, sewer, transparency, taxes, and other special legislative committees and working groups.

AR&R

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1 **GENERAL PROVISIONS**

1.1 ADMINISTRATIVE POLICY MANUAL NAME

This document shall be known as the Magna Water District’s Administrative Rules and Regulations Manual.

1.2 CREATION AND GUIDING PRINCIPLES

1.2.1 **CREATION OF DISTRICT.** Magna Water District, hereinafter referred to as the “District,” was created July 7, 1949 by resolution of the Board of Salt Lake County Commissioners to provide water and sewer services to its service area. The District is a governmental entity and political subdivision of the state and operates as an independent local improvement district under Utah law.

1.2.2 **GUIDING PRINCIPLES.** The District has adopted the following statements and principles as worthy ideals and goals. Although they may not always be achieved, they are what we strive to achieve and should be viewed accordingly - rather than as minimum standards of conduct that must always be achieved. The District’s minimum standards of conduct are set forth in Section 8.

Vision – The continuous delivery of safe, excellent, cost-effective water supply and wastewater services in compliance with all State and Federal regulatory requirements to every home and business within Magna Water District boundaries.

Mission – Magna Water District is committed to serving the needs of the residents, businesses, and visitors of the Magna Metro Township and portions of West Valley City and Salt Lake City by providing high-quality drinking water and wastewater disposal services while planning for future economic growth. This shall be accomplished through progressive planning, implementing water conservation measures, safe-guarding public health and the environment, and providing for continuous process Improvements, advanced technologies, and cost efficiencies. This requires that we establish, maintain, update, and protect our water system from contaminants, either natural or as the result of industry; maintain and enhance long-term water resources through water conservation programs using advanced technology available to the District for pristine water quality and wastewater disposal services. It also requires that we accomplish this 24 hours a day, 365 days a year. We are honored to serve our community and pursue this mission.

Principles and Values – Serving our community while protecting our environment.

- (a) Guiding values are service, leadership, integrity, flexibility, efficiency, and stewardship.

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- (b) Serve the Magna community efficiently and effectively in a manner which exceeds their expectations of hard work, empathy, and thoughtful consideration.
- (c) Value our customers, employees, vendors, engineering firms, and contractors; solicit and be open to their opinions, their concerns and their suggestions.
- (d) Create and foster a positive work environment where new ideas from employees are encouraged, listened to and acknowledged.
- (e) Foster open, clear and timely communication among our workforce, stakeholders and customers by listening attentively, asking questions and interacting appropriately.
- (f) Protect the public interest, and through our actions, integrity and accountability maintain a strong foundation of trust with our community.
- (g) Conduct ourselves in a safe and professional manner, and take an active interest in the well-being of our community.
- (h) Treat each individual with dignity and respect.
- (i) Anticipate and be ready to adapt to future trends and needs.
- (j) Maximize environmental, social and economic benefits, considering the short and long-term benefits and impacts of our decisions.
- (k) Be accountable for our actions and results, successes and failures.
- (l) Align our service and performance with the goals identified by the trustees, and management.

1.3 DEFINITIONS

These Policies and Procedures hereby incorporate by reference the definitions set forth in the Utah Procurement Code (U.C.A. 63G-6-103), in addition to the following definitions:

- 1.3.1 “AR&Rs” shall mean these Administrative Rules and Regulations.
- 1.3.2 “Applicant” and “Customer” are generally interchangeable unless the context requires otherwise and shall mean all persons applying for, preparing to receive, or currently receiving services from the District.

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- 1.3.3 “Business” shall mean any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.
- 1.3.4 “Change Order” shall mean a written order signed by the chief procurement officer, directing the contractor to suspend work or make changes which the appropriate clauses of the contract authorize the chief procurement officer to order without the consent of the contractor, or any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity of other provisions of any contract accomplished by mutual action of the parties to the contract.
- 1.3.5 “Construction” shall mean the process of building, renovating or demolishing any public structure including, without limitation, buildings, pipelines and related facilities, major developmental work, or landscaping of public real property. It does not include routine operation, routine repair, or routine maintenance of existing structures, buildings, pipelines and related facilities or real property.
- 1.3.6 “Contract” shall mean any District agreement for the procurement or disposal of supplies, services or construction.
- 1.3.7 “Cost Center Supervisor” shall mean any Department Manager.
- 1.3.8 “Duplex” shall mean a single building containing two independent dwelling units.
- 1.3.9 “Dwelling Unit” shall mean a building or other structure where an individual resides as a separate housekeeping unit, or a collective body of persons (doing their own cooking) resides as a separate housekeeping unit in a domestic bond based upon birth, marriage, domestic employment or other family relationship, as distinguished from a boarding house, lodging house, club, fraternity, motel or hotel.
- 1.3.10 “Established Catalogue Price” shall mean the price included in a catalogue, price list, schedule or other format that:
- (a) Is regularly maintained by a manufacturer or contractor;
 - (b) Is either published or otherwise available for inspection by customers; and
 - (c) States prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the supplies or services involved.
- 1.3.11 “Invitation for Bids” shall mean all documents, whether attached or incorporated by

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reference, utilized for soliciting bids.

- 1.3.12 “Local Public Procurement Unit” shall mean any political subdivision or institution of higher education of the state or public agency or any subdivisions public authority, educational health, or other institution, and to the extent provided by laws any other entity which expends public funds, for the procurement of supplies, services and construction, but not counties, municipalities, or political subdivision created by counties or municipalities under the Interlocal Co-operation Act. It includes two or more local public procurement units acting under legislation which authorizes inter governmental cooperation. The District is a Local Public Procurement Unit.
- 1.3.13 “Manager” or “General Manager” shall mean the Chief Executive Officer of the District appointed by the Board of Trustees as hereinafter provided.
- 1.3.14 “May” means that an action is authorized or permissive.
- 1.3.15 “May not” or “shall not” means that an action is not authorized or permissive.
- 1.3.16 “Multiple Dwelling” shall mean any building or other structure, having four or more dwelling units therein, and shall include mobile home park.
- 1.3.17 “Owner” when applied to a building or land shall mean any part owner, joint owner, tenant in common, joint tenant, or lessor of the whole or of any part of such building or land.
- 1.3.18 “Person” shall mean bodies politic and any individual, partnership, association, corporation or group of individuals, however styled or designed.
- 1.3.19 “Preferred Bidder” shall mean a bidder that is entitled to receive reciprocal preference under Utah law.
- 1.3.20 “Procurement” shall mean buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including without limitation description of requirements, selection and solicitation of sources, preparation and award of a contract and all phases of contract administration.
- 1.3.21 “Procurement officer” shall mean the person duly appointed in Section 7.2 hereof, who is authorized to enter into and administer contracts on behalf of the District and make written determination with respect thereto. It also includes an authorized representative acting within the limits of authority.
- 1.3.22 “Request for Proposals” shall mean all documents, whether attached or incorporated

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by reference, utilized in soliciting proposals.

- 1.3.23 “Responsible Bidder or Offerer” shall mean a person who, in the sole discretion of the District, has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability which shall assure good faith performance.
- 1.3.24 “Responsive Bidder” shall mean a person who has submitted a bid which conforms in all material respects to the invitation for bids.
- 1.3.25 “Services” shall mean the furnishing of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. It does not include employment agreements or collective bargaining agreements.
- 1.3.26 “Service Charge” shall mean the basic assessment levied on all Users of the public sewer system whose wastes do not exceed in strength the concentration values established as representative of normal sewage
- 1.3.27 “Shall” means an action that is required or mandatory.
- 1.3.28 “Shall not” means that an action is not authorized or permissive.
- 1.3.29 “Single Dwelling Unit” shall mean a building containing one dwelling unit.
- 1.3.30 “Specification” shall mean any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for deliver.
- 1.3.31 “Street” shall mean alleys, lanes, courts, boulevards, public ways, public squares, public places and sidewalks or crosswalks.
- 1.3.32 “Supplies” shall mean all property, including but not limited to equipment, materials, printing, and leases of real property, excludes land or permanent of long-term interests in land.
- 1.3.33 “Surcharge” shall mean the assessment in addition to the service charge which is levied on those persons whose wastes are greater in strength than the concentration values established as representative of normal sewage.
- 1.3.34 “Surplus Property” shall mean any property that is no longer needed for public use. It includes expendable property, supplies, scrap materials, and nonexpendable supplies that have completed their useful life cycle

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1.3.35 “Tenant” when applied to a building or land shall mean any person who occupies or is a lessee of the whole or any part of such buildings, or land either alone or with other.

1.3.36 “Triplex” shall mean a single building containing three independent dwelling units.

1.4 RULES OF CONSTRUCTION OF RULES AND REGULATIONS

1.4.1 The singular number includes the plural.

1.4.2 Words used in the present tense include the future.

1.4.3 Words used in the masculine gender comprehend, as well, the feminine and neutral.

1.4.4 Words and phrases are to be construed according to the context and the approved usage of the language; but technical words and phrases, and such others as have acquired a peculiar and appropriate meaning in law, or are defined by statute, are to be construed according to such peculiar and appropriate meaning or definition.

1.5 CONFLICTS AND INVALIDITY CLAUSE

If any word, provision, paragraph, subsection, section, or Section hereof is invalidated by any court of competent jurisdiction or by any state or federal statute, the remaining words, provisions, paragraphs, subsections, sections, and Sections hereof shall not be affected and shall continue in full force and effect.

1.6 LOCAL DISTRICT ENTITY REGISTRATION

On or before July 1, the District must register and/or renew its registration annually with the Lieutenant Governor’s Office. The district must provide the following to initially register:

- 1) The resolution or other legal or formal document creating the District
- 2) A map or plat establishing the geographic boundaries of the District
- 3) District’s name
- 4) District’s type - Local government
- 5) Governmental function
- 6) Website, physical address, and phone number, including the name and contact information for the primary contact
- 7) Board member names, email addresses, phone numbers, term begin and end dates, and the method by which they are appointed, elected, or otherwise designated
- 8) Source of revenue
- 9) Information regarding the creation, purpose, and boundaries of any assessment areas, as applicable The

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District is required to renew this registration ensuring the information provided is correct and consistently updated. The District is required to notify the Lieutenant Governor’s Office of any changes to this information within 30 days of such changes.

2 BOARD OF TRUSTEES

2.1 BOARD OF TRUSTEES

The District is governed by a Board of Trustees, hereinafter referred to as the “Board.” (U.C.A. 17B-1-301.)

2.2 DISTRICT GOVERNMENT

District government is vested in a Board of Trustees, which is the governing body of the District, and a General Manager appointed by the Board.

2.2.1 The Board is composed of three (3) Trustees elected for a four year term pursuant to Utah law and constitutes the policy making body of the District.

2.2.2 The General Manager and the subordinate officers and employees shall execute the will of the Board as expressed by Board policy and direction.

2.3 FUNCTIONS OF THE BOARD OF TRUSTEES

2.3.1 Generally speaking, the Board exercises all powers and duties in the operation of the properties of the District as are ordinarily exercised by the governing body of a political subdivision, and has the final responsibility and authority in the administration of the affairs of the District.

2.3.2 The manager of the District is appointed by the Board to administer the policies of the Board and to manage the day-to-day operation and affairs of the District.

2.3.3 The Board shall assure the review of the General Manager's performance and establish his compensation level annually.

2.3.4 In every case, the will of the Board shall be expressed by at least a majority vote of the Board. No statement or act of any individual member of the Board shall be viewed as the will of the Board.

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2.3.5 The Board shall review this document every two years to ensure that it is pertinent and current.

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2.4 LIMITATIONS OF ACTIONS AND AUTHORITY OF THE BOARD

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2.4.1 The General Manager is responsible for managing the District’s staff. The Board is responsible for overseeing the General Manager and may act collectively as a Board or by a majority vote in the absence of a unanimous consensus among the Board to give orders and direction to the General Manager.

Commented [A3]: This deletion seems problematic as it appears to allow one trustee to make decisions by giving orders without a quorum or vote.

2.4.2 Nothing in this section shall prevent the Board from appointing committees of its own members to conduct investigations into the conduct of any officer, or cost center, of District government, or any matter relating to the welfare of the District, and delegating to these committees such powers of inquiry as the Board may deem necessary.

2.5 OATH OF OFFICE

Prior to assuming official duties, each Trustee shall take and subscribe, before an officer authorized to administer oaths, to an oath that he shall support the Constitution of the United States and the State of Utah, and shall honestly, faithfully, and impartially perform the duties of his office and that he shall not be interested directly or indirectly in any contract let by the District.

Commented [A4]: This is directly from the Utah Constitution: The words have not changed from “will” to “shall”, so do we do it here? And do we change the wording here to be verbatim of the Utah Constitution? "I do solemnly swear (or affirm) that I will support, obey, and defend the Constitution of the United States and the Constitution of the State of Utah, and that I will discharge the duties of my office with fidelity."

TRAINING OF THE BOARD OF TRUSTEES

All district board members, within one year of election, (and within one year of each reappointment/re-election to office, for example, if a board member's first day in office is January 1, 2021, the board member would have until December 31, 2021 to complete board training) complete board training from one of the three options... (1) “Local District & Special Service District Board Member Training” at: training.auditor.utah.gov, (2) attend an occasionally held in-person training provided by an Office of the State Auditor employee, or (3) complete the [Little Manual Comprehension Exam](#) after reading the Little Manual for Local and Special Service Districts (see [Forms, Manuals & Guides](#) at training.auditor.utah.gov). (See Utah Code 17B-1-312) The Board member is required to receive a score of at least 75% and retaken until at least a score of 75% is obtained.

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2.6 Each Board member is required annually to complete the “Open and Public Meetings Act (OPMA)” training course. The training may be obtained by any method the Board Chair deems sufficient, but it must comply with [Title 63G, Chapter 22, State Training and Certification Requirements](#) (see [Utah Code 52-4-104](#)). The Utah State Auditor’s Office provides a brief OPMA course at training.auditor.utah.gov. This training course is sufficient if the Board Chair deems it sufficient. If the Board Chair desires that all board members be trained simultaneously in a meeting, the [YouTube Channel](#) may be used and the Board Chair, or Records Officer, keep record of those in attendance in the meeting minutes. CHAIRPERSON OF THE BOARD OF TRUSTEES

2.6.1 SELECTION. At the annual meeting of the District, the Board shall select one of its members to act as Chairperson.

2.6.2 DUTIES. The Chairperson shall:

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- (a) Serve as Chairperson of the Board and preside at all meetings thereof.
- (b) Execute, on behalf of the District, all bonds, resolutions of the Board, and, where required, contracts, other written obligations, and countersign disbursement checks.
- (c) Attend and, if appropriate, preside at ceremonial activities (including, but not limited to ribbon-cutting, open houses, and receptions) in which ceremonial representation is needed or sought.
- (d) Be a spokesperson for the Board, unless the Board directs otherwise. When the Chairperson acts as a spokesperson for the District, he or she should speak for the majority of the Board; when the Chairperson is speaking for him or herself or in his or her capacity as an individual member of the Board, he or she should clearly identify that limited capacity.
- (e) Represent the will of the Board.

2.6.3 The Chairperson shall have no administrative or executive duties. The Chairperson shall not attempt to direct the General Manager or any of his or her staff in the performance of the assigned duties of the General Manager or the staff members. The duties of the Chairperson shall be only those specified in this section.

2.7 COMPENSATION

Commented [A6]: Add authorization for Board member to chose to not be paid.

2.7.1 Unless a member of the Board of Trustees directs otherwise in writing, each member shall receive as compensation for attending the regular meetings of the Board such sum as authorized by statute, payable monthly (or quarterly or annually if requested by an individual Trustee), and necessary traveling expenses actually expended while engaged in the performance of his official duties.

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2.7.2 Each member of the Board of Trustees shall receive a per Diem compensation, not to exceed the sum authorized by statute, for the performance of duties other than attendance at the regular meetings of the Board. Such other duties include:

- (a) special or emergency Board meetings;
- (b) committee meetings;
- (c) other meetings when directed to attend by the Board; and
- (d) such other per diem as specifically approved by the Board.

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2.8 MIDTERM VACANCIES

2.8.1 Whenever a vacancy occurs, for any reason, a replacement to serve out the unexpired term shall be appointed as provided in this section by:

- (a) The Board of Trustees, if the person vacating the position was elected; or
- (b) The appropriate body designated by law if the person vacating the position was not elected.

2.8.2 Before acting to fill the vacancy, the Board of Trustees shall:

- (a) Give public notice of the vacancy at least two weeks prior to filling the vacancy;
- (b) Identify in the notice the date, time and place of the meeting including deadline for submission; and
- (c) Identify the person to whom interested persons may submit their names and/or resumes to be considered.

2.8.3 In order to be considered for appointment, a candidate must be:

- (a) a citizen of the United States of America;
- (b) a registered voter at the location of residence;
- (c) a resident within the boundaries of Magna Water District; and
- (d) receiving service from the District.

2.8.4 The Replacement Trustee shall preferably be appointed at the next regular meeting of the Board of Trustees. If the Board fails to appoint a person to fill the vacancy within 90 days, the legislative body of the County shall fill the vacancy, as provided for by law.

2.8.5 If a tie occurs, the two top candidates' names shall be retained and the winner shall be decided by lot. A tie would only occur if one of the Trustees is absent from the meeting or if all three vote for a different person, then the winner shall be decided by lot.

2.9 POSTING OF BOARD OF TRUSTEES TO UTAH PUBLIC NOTICE WEBSITE

The District is required to post notice for a public meeting on the Utah Public Notice Website at utah.gov/pmn/. The District is required to post minutes of regular board meetings 3 days after approved by the Board along with any

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material handed out or used for the board meeting. The website is administered by the Division of Archives and Records Service, which has prepared a training manual and quick guide for owners and posters, as well as training sessions, which can be accessed on its website: archives.utah.gov/public-notice.html.

The Board shall ensure that the name, phone number, and email address of each current board member has been posted on the Utah Public Notice Website.

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3 DISTRICT ADMINISTRATION

3.1 STRUCTURE OF DISTRICT ADMINISTRATION

3.1.1 District Administration consists of the General Manager and subordinate officers.

3.1.2 Each officer shall have such authority as is necessary to enable him to carry out duties and responsibilities assigned to him by this document or by direction of the General Manager. The designation of a duty or responsibility shall constitute such authority as is necessary to effect the duty or responsibility so imposed.

3.1.3 The General Manager may direct any cost center to furnish another cost center service, labor, and/or materials.

3.2 FIDELITY BONDS

3.2.1 All appointed officers as hereinafter designated shall, before assuming the duties of office, obtain an official bond conditioned for the faithful performance of the duties of the office and the payment of all monies received by such officers according to the laws and ordinances of the District with corporate sureties. The premiums of the surety bond shall be paid by the District.

3.2.2 Amounts:

Board of Trustees:	\$ 150,000
General Manager/Treasurer:	\$1,000,000
Controller:	\$1,000,000

or as determined by the courts or the rule of the State Money Management Council pursuant to the State Money Management Act. (U.C.A. 17B-1-303 & 51-7-15.)

3.3 GENERAL MANAGER POSITION CREATED

There is hereby created the position of General Manager.

3.4 ADMINISTRATIVE POWERS VESTED IN GENERAL MANAGER

The General Manager shall be the Chief Executive Officer of the District. The administrative powers of the District are vested in and exercised by the General Manager and his employees.

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3.5 APPOINTMENT OF THE GENERAL MANAGER

The Board of Trustees, by a majority vote of its full membership, shall appoint the General Manager. The General Manager shall be appointed solely on the basis of his ability, integrity, and prior experience relating to the duties of the office, including but not limited to abilities of public administration and leadership and managerial capabilities that, in the opinion of the Board, befit him to provide professional direction to the District. No Trustee shall simultaneously hold the position of Trustee and General Manager.
(U.C.A. 17B-1-311.)

3.6 POWERS AND DUTIES

3.6.1 The General Manager shall:

- (a) Faithfully execute and enforce all applicable laws, rules and regulations and see that all franchises, leases, permits, contracts, licenses, and privileges granted by the District are observed;
- (b) Carry out the policies and programs established by the Board of Trustees;
- (c) Appoint, with the consent of the Board, a qualified person to each of the offices of District Engineer, Controller, Human Resources Manager, Attorney, Water Operations Manager, Wastewater Operations Manager and any other position exempt from the Magna Water District Labor Agreement; create any other office as may be deemed necessary for the good government of the District; and regulate and prescribe the powers and duties of all other officers of the District except as provided by law;
- (d) Examine and inspect the books, records, and official papers of any cost center of the District, and make investigations and require reports from personnel;
- (e) Appoint, subject to the provisions of this document, cost center supervisors, District officers, and all other employees;
- (f) Suspend or remove all cost center supervisors, District officers, and all other employees;
- (g) Establish standards, qualifications, criteria, and procedures to govern the appointment of employees within the District, subject to any applicable provisions of the Personnel Rules and Regulations and this Document;
- (h) Submit to the Board plans and programs relating to the development and needs of the District, and annual or special reports concerning the financial,

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administrative and operational activities of the District;

- (i) Attend all meetings of the Board and take part in its discussions and deliberations;
- (j) Recommend to the Board for adoption such measures as he deems necessary or expedient;
- (k) Prepare a financial estimate of the annual budget and advise the Board of the financial condition and needs of the District;
- (l) Notify the Board of any emergency existing in any costcenter;
- (m) Coordinate all District cost centers;
- (n) Schedule, and cause notice thereof to be published, as may be required by law, such public hearings before the Board as are required by law, including, but not limited to, tax rate hearings and adoption or amendment to District budgets;
- (o) Execute such contracts as are necessary for the good order and functioning of the District, provided the expenditures pursuant to such contracts are within the appropriations contained within the appropriate budget, as adopted by the Board of Trustees;
- (p) Implement and administer such plan as approved by the Board for the compensation of District employees;
- (q) Approve such expenditures made for official District business, provided such expenditures are within the appropriations contained within the appropriate budget as adopted by the District;
- (r) Develop, implement, and administer Personnel Rules and Regulations as approved and, from time to time, amended by resolution of the Board of Trustees.
- (s) Formulate personnel principles and programs designed to: (i) assure that employment in the District is based upon open competition and merit, and is free from personal and political considerations; and (ii) provide a just, equitable, and market-based compensation plan to promote high morale, efficiency, and economy in the operation of the District;
- (t) Prepare and revise classification plans and job descriptions;
- (u) Recommend salary schedules for approval by the Board;

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- (v) Establish and maintain a roster of all employees, setting for each officer and employee, class, title of position, salary, any changes in class or title, status, and such other data as may be deemed desirable or useful;
- (w) Maintain an accurate organizational chart;
- (x) Develop, acquire and administer such recruiting and examining programs as may be necessary to obtain competent applicants to meet the needs of the District;
- (y) Propose, develop, or otherwise acquire and coordinate training and educational programs for District employees;
- (z) Search for and inquire about ways and means of improving personnel procedures;
- (ab) Develop a workable performance evaluation system;
- (ab) Prepare a manning document or table of organization as part of the budget to be approved by the Board;
- (ac) Act as negotiator on behalf of the Board of Trustees with any group of employees in any collective bargaining process;
- (ad) If any known conflict of interest exists as a result of the General Manager acting as negotiator on behalf of the Board of Trustees with any group of employees in any collective bargaining process, the General Manager shall notify the Board of Trustees in writing of such conflict of interest in advance of the negotiations;
- (ae) With the consent of the Board, enter into any appropriate collective bargaining agreement duly negotiated with the appropriate collective bargaining representative and such agreement shall supersede any personnel rules or regulations issued by the General Manager;
- (af) Discharge any other duties specified by statute or designated by the Board;
- (ag) Designate himself or some other officer or employee to perform the duties of any office or position under his control which is vacant or which lacks administration due to the absence or disability of the incumbent;

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- (ah) Assign any employee of the District to any cost center requiring services appropriate to the Personnel System Classification of the employees so assigned;
- (ai) Investigate and examine or inquire into the affairs or operation of any cost center and, consistent with the District's purchasing regulations in Section 7, shall have the power to employ consultants and professional counsel to aid in such investigations, examinations, or inquiries;
- (aj) act as the HIPAA Privacy Officer under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. 104-191, and any federal regulations enacted thereunder, and shall be responsible for complying with said Act and regulations;
- (ak) act as the HIPAA Security Officer under HIPAA, and any federal regulations enacted thereunder, and shall be responsible for complying with said Act and regulations; and
- (aj) act as the District's Treasurer unless the Board designates a member of the Board or the District's Management Team to serve as Treasurer

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3.7 WORKING TIME

The General Manager shall devote his full attention to the performance of these duties and shall not engage in other outside employment without the consent of the Board.

3.8 COMPENSATION OF THE GENERAL MANAGER

The General Manager's compensation shall be reviewed annually by the Board.

3.9 REMOVAL OF GENERAL MANAGER

The General Manager serves at the pleasure of the Board of Trustees. The Board may, at its pleasure or for proven malfeasance in office, remove the General Manager by a majority vote of the Trustees. Also, except in the case of removal for proven malfeasance in office, the General Manager, upon removal, shall be paid the unpaid balance of any salary due to the date of removal together with his salary at the same rate for at least six (6) months following the date of removal.

3.10 APPOINTMENT OF ATTORNEY

The General Manager shall, with the consent of the Board, appoint a qualified person, who is a member of the Utah State Bar in good standing, to be Attorney for the District.

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3.11 DUTIES OF ATTORNEY

The appointed Attorney shall act as attorney for the District and perform such other duties as assigned by the General Manager. The Attorney's representation of the District shall not be construed as a representation of any individual Trustee, employee, or other staff of the District.

3.12 APPOINTMENT OF THE DISTRICT ENGINEER

The General Manager shall, with the consent of the Board, designate and appoint a qualified, professional engineer, registered under U.C.A. Title 58, Chapter 22, to be the District Engineer.

3.13 DUTIES OF THE DISTRICT ENGINEER

The District Engineer shall perform engineering work, oversee the District's inspection and engineering staff and/or applicable consultants, and perform such other duties as assigned by the General Manager.

3.14 APPOINTMENT OF DISTRICT CONTROLLER

The General Manager shall, with the consent of the Board, appoint a qualified person to be Controller.

3.15 DUTIES OF THE DISTRICT CONTROLLER

- (a) The Controller shall act as the Controller of the District and perform such other duties as assigned by the General Manager.
- (b) The Controller shall act as the District Clerk as set forth in the Utah Fiscal Procedures for Local Districts act. (U.C.A. 17B-1-631).
- (c) The Controller shall act as the sole Records Officer for the District in accordance with Section 9.27 and under the Government Records Access Management Act. (U.C.A. 63G-2- 103(25)).
- (d) To register with the Utah Division of Corporations as the person authorized to accept service on behalf of the District under the Governmental Immunity Act of Utah (U.C.A. § 63G-7-401).

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3.16 APPOINTMENT OF THE HUMAN RESOURCES MANAGER

The General Manager shall, with the consent of the Board, appoint a qualified person to be

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the Human Resources Manager.

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3.17 DUTIES OF THE DISTRICT HUMAN RESOURCES MANAGER

Subject to the General Manager’s oversight, the Human Resources Manager shall administer the District’s human resource programs, assist in responding to the District’s human resources needs, and perform such other duties as assigned by the General Manager. The Human Resource Manager shall not have direct supervision or discipline authority.

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3.18 APPOINTMENT OF THE DISTRICT WASTEWATER OPERATIONS MANAGER

The General Manager shall, with the consent of the Board, designate and appoint a qualified person to be the District’s Wastewater Operations Manager.

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3.19 DUTIES OF THE DISTRICT WASTEWATER OPERATIONS MANAGER

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The Wastewater Operations Manager shall manage and oversee the District’s wastewater plant, staff, and related infrastructure, and shall perform such other duties as assigned by the General Manager.

3.20 APPOINTMENT OF THE DISTRICT WATER OPERATIONS MANAGER

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The General Manager shall, with the consent of the Board, designate and appoint a qualified person to be the District’s Water Operations Manager.

3.21 DUTIES OF THE WATER OPERATIONS MANAGER

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The Water Operations Manager shall manage and oversee the District’s water treatment plant, staff, and related infrastructure, and shall perform such other duties as assigned by the General Manager.

3.22 APPOINTMENT OF CONSULTANTS

3.22.1 HUMAN RESOURCES CONSULTANT

3.16.1.1 If the District does not have a Human Resources Manager or the General Manager determines that additional human resources services are needed, the General Manager may, with the consent of the Board, appoint a qualified person to provide human resource management consulting services to the District on an independent contractor basis.

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3.16.1.2 The appointed consultant shall provide such human resource management

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consulting services as assigned by the General Manager.

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3.22.2 PUBLIC RELATIONS CONSULTANT

3.16.2.1 The General Manager may, with the consent of the Board, appoint a qualified person to provide public relations consulting services to the District on an independent contractor basis.

3.16.2.2 The appointed consultant shall provide such public relations consulting services as assigned by the General Manager.

3.16.3 INDEPENDENT AUDITORS

3.16.3.1 The General Manager may, with the consent of the Board, appoint a qualified person or firm to provide independent auditing service to the District on an independent basis.

3.16.3.2 The appointed auditor(s) shall provide independent auditing services as required by statute and any additional services requested by the General Manager and/or the Board.

3.16.3.3 The District shall consider appointing a new auditor or auditing firm at least once every five years.

3.16.4 NON-UNION EMPLOYEES.

The General Manager shall consult with and obtain the Board's consent before designating and appointing a qualified person to fill all non-union positions of the District.

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3.23 REMOVAL OF OTHER OFFICERS

The Board may, unilaterally or upon recommendation of the General Manager, by a majority vote of all Trustees, remove other District officers, i.e., the Controller or a Department Manager. Except in the case of removal for proven malfeasance in office, the officer, upon removal, shall be paid the unpaid balance of any salary due to the date of removal together with his salary at the same rate for at least six (6) months following the date of removal.

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4 DISTRICT MEETINGS

4.1 TYPES OF MEETINGS

4.1.1 REGULAR MEETING. A regularly scheduled meeting of the Board of Trustees for which notice of the date, time and place shall be given each year in the Annual Meeting Schedule. In the event that any such meeting conflicts with a recognized holiday or other event requiring a scheduling change, the Board of Trustees shall announce an alternate meeting date at least one month before such meeting is to be held.

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4.1.2 SPECIAL MEETING. Any meeting of the Board that replaces or is held in addition to a regular meeting.

4.1.3 EMERGENCY MEETING. A special meeting held as a result of unforeseen circumstances to consider matters of an urgent or emergency nature.

4.2 PLACE OF MEETINGS

Except as may be otherwise determined, meetings of the Board of Trustees shall be held at the principal place of business of the District.

4.3 PUBLIC NOTICE OF MEETINGS

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4.3.1 ANNUAL NOTICE. An annual schedule of the regular meetings of the Board shall be posted at all times in a conspicuous place at the principal offices of the District, on its website, and on the Utah Public Notice Website. The annual schedule of regular meeting of the Board shall be sent electronically to the Salt Lake Tribune or Deseret News and to any organizations and individuals requesting such a schedule.

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4.3.2 REGULAR MEETING NOTICE. Notice of the date, time, place and agenda for each regular meeting shall be posted at the principal offices of the District, on its website, and on the Utah Public Notice Website at least 24 hours before the regular meeting. Notice shall also be given to the Salt Lake Tribune or Deseret News and to any organizations and individuals requesting such notice.

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4.3.3 SPECIAL MEETING NOTICE. Where possible, the notice described above in Subsection 4.3.2, shall be given for special meetings; however, when unforeseen circumstances require a special meeting, including but not limited to an emergency meeting, such notice requirements may be disregarded and the best practicable notice

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given. No special meeting shall be held until a reasonable attempt has been made to notify all Trustees, and a majority of such Trustees are contacted and polled and agree to hold such special meeting.

4.3.4 BUDGET HEARINGS. Before adopting a final budget or budget amendment, the District shall first hold a hearing to take public comment. At least seven days before holding the hearing, the District shall post notice of the date, time, place, and agenda for each hearing at its principal offices, on its website, in two other public places within the District, and on the Utah Public Notice website.

4.3.5 FEE HEARINGS. Before imposing a new fee or increasing an existing fee for a service the District provides, the District shall hold a hearing to take public comment on the proposed fee or increase and to demonstrate its need to impose or increase the fee. At least seven days before the hearing, the District shall post notice of the date, time, and location of the hearing on the Utah Public Notice Website, on its website, and shall post one notice per 1,000 people within the District's service area at public places within the District. Alternatively, the District may mail the notice to those within the District who shall pay the fee seven days before the hearing. The notice shall also state that the District intends to impose or increase a fee for a service it provides, explain the reasons for the proposed fee or increase, and provide information where the public can obtain more information on the proposed fee or increase. The public hearing shall be held in the evening beginning no earlier than 6:00 p.m.

4.3.6 MISCELLANEOUS

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(a) Meeting at a place other than the principal offices of the District: Notice of a meeting or hearing to be held at a place other than the principal offices of the District shall be given as provided by statute.

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(b) Notice of meetings and hearings shall be posted on the Utah Public Notice Website established under U.C.A. 63F-1-701 in accordance with the requirements set forth in U.C.A. 52-4-202(3)(a)(B).

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(c) Notice of meetings and hearings shall be posted on the District's own website at the same time the notice is posted to the Utah Public Notice Website referenced in the preceding paragraph.

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4.4 NOTICE TO TRUSTEES

Notice of all regular and, when possible, special meeting of the Board shall be sent by the District Clerk to all members of the Board at least three calendar days in advance of each meeting. Such notice shall include the date, time, and place of the meeting as well as a

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copy of the previous meeting's minutes and the agenda for the present meeting. If an electronic meeting is to be held, instructions on how the members of the Board may connect electronically shall be provided to the members of the Board at least 24 hours before the start of such meeting, except in the case of an emergency meeting, where as much advance notice as is reasonably possible shall be given.

4.5 CONDUCT OF MEETINGS

- 4.5.1 All meetings of the Board shall be conducted according to Robert's Rules of Order when so requested by any member of the Board.
- 4.5.2 Any member of the Board shall have the right to place any matter on the agenda if a reasonable notice of seven days is given. The meeting shall follow the agenda unless otherwise agreed.

4.6 QUORUM

A majority of the actual number of Trustees shall constitute a quorum for the transaction of District business. A concurrence of a majority of the quorum in any matter within the scope of the duties of the Board of Trustees shall be sufficient for the determination of such matter, except as otherwise required by statute or herein.

4.7 PRESUMPTION OF ASSENT

A Trustee who is present at a meeting of the Board at which action on any matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered into the minutes of the meeting and unless he shall file his written dissent to such actions with the Secretary or the Chairperson of the Board before the adjournment of the meeting. A written dissent shall not apply to a Trustee who voted in favor of such action.

4.8 NO PROXY

No Trustee may appoint another individual by proxy or otherwise to assume his responsibilities as Trustee.

4.9 OPEN AND CLOSED MEETINGS; ACTIONS TAKEN

- 4.9.1 **OPEN MEETING.** All meetings of the Board, except closed meetings as defined below, shall be open to the public.
- 4.9.2 **CLOSED MEETING.** Except as otherwise directed by the Board of Trustees, closed meetings shall be open only to members of the Board and invited Board officers and staff members of the District. A closed meeting may be held upon an affirmative vote

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of two-thirds of the members of the Board present at an open meeting for which notice is given, provided a quorum is present. The vote of each Trustee must be recorded in the minutes along with the general purpose of the proposed closed meeting.

4.9.3 A closed meeting may be held for any of the following purposes:

- (a) to discuss the character, professional competence, or physical or mental health of an individual;
- (b) to discuss deployment of security personnel, devices or systems;
- (c) to investigate allegations of criminal misconduct;
- (d) as strategy sessions to discuss collective bargaining;
- (e) as strategy sessions to discuss pending or reasonably imminent litigation;
- (f) as strategy sessions to discuss the purchase/exchange/lease of real property if public discussion would disclose the valuations or would prevent the public body from getting the best possible terms;
- (g) as strategy sessions to discuss the sale of real property if: (i) public discussion would disclose the valuations or would prevent the public body from getting the best possible terms; (ii) prior public notice has been given that the property would be offered for sale; and (iii) the terms of the sale are publicly disclosed, before the sale is approved, or
- (h) any other purpose authorized under law.

4.9.4 ACTIONS TAKEN. No ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting.

4.10 MINUTES AND RECORDINGS OF MEETINGS TO BE KEPT

4.10.1 OPEN MEETINGS. A recording and written minutes shall be kept of all open meetings by the Board Clerk. The written minutes shall be the official record of the meeting. Such minutes shall include:

- (a) the date, time, and place of the meeting;
- (b) the names of member presents and absent;
- (c) the substance of all matters proposed, discussed, or decided, and a record, by individual member, of votes taken;

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- (d) the names of all citizens who appeared and the substance in brief of their testimony;
- (e) any other information that any member of the Board requests be entered in the minutes.

4.10.2 **CLOSED MEETINGS.**

4.10.2.1 In closed meetings held to discuss only the character, professional competence, or physical or mental health of an individual or to discuss deployment of security personnel, devices or systems, the presiding official in the closed meeting shall sign a sworn statement affirming that the sole purpose of the meeting was to discuss the character, professional competence, or physical or mental health of an individual or to discuss deployment of security personnel, devices or systems. Such meetings may or may not be recorded in the Board's discretion in accordance with U.C.A. 52-4-206.

4.10.2.2 Nothing in this subsection shall preclude the Board from holding a closed meeting that includes discussion of multiple authorized purposes, provided that such meetings must be recorded in accordance with U.C.A. 52-4-206.

4.10.2.3 In all other closed meetings, detailed minutes and a recording shall be taken of the discussions. The recording shall be the official record of the meeting. The Chairperson or General Manager shall record and take the minutes of such closed meetings and the General Manager shall be the custodian of the recordings and the minutes. When the General Manager is not present for a closed meeting, the Board shall appoint another person to make the recording and take the minutes and to deliver the minutes and recording thereafter to the General Manager. The Board, in its discretion, may ask the District's attorney to be the custodian of certain recordings in lieu of providing such recordings to the General Manager.

4.10.3 **RETENTION OF MEETING MINUTES AND RECORDINGS.** The approved written minutes of open meetings and the recordings of closed meetings shall be retained permanently. The recordings of open meetings shall be retained for 1 year after approval of the official minutes and then shall be recorded over or otherwise destroyed, provided that any litigation related thereto has been resolved. The recordings of closed meetings shall be retained permanently.

4.11 **ELECTRONIC MEETINGS**

4.11.1 Any meeting of the Board of Trustees, including public hearings, may be called and held electronically provided such meeting is called in conformance with

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Section 52-4-7.8 of the Utah Code Annotated, as amended, and consistent with the procedures set forth herein.

- 4.11.2 The District’s meeting room where the Board of Trustees would normally meet if it was not holding an electronic meeting shall be the anchor location for all electronic meetings, except as provided in Subsection 4.11.3, and the Board of Trustees finds that said room provides the necessary space, equipment, and facilities so that interested persons and the public may attend and monitor the open portions of the meeting.
- 4.11.3 The Chairperson may only convene an electronic meeting without an anchor location pursuant to U.C.A. 52-4-207 if the Chairperson determines that conducting the meeting presents a substantial risk to the health and safety of those who would be present at the anchor location or the location has been closed for public health or safety reasons. If the Chairperson decides to hold a meeting without an anchor location, the notice for the meeting shall include a statement summarizing the Chairperson determination, the facts on which the Chairperson determination is based, and information on how the public may participate electronically. Provided further, that if conditions arise during the course of a meeting that the Chairperson determines to present a substantial risk to the health or safety of those present, the Chairperson may close the anchor location and reconvene the meeting electronically if the Chairperson announces their determination on the record, explains the facts upon which their determination is made, and provides a means by which the public can participate in the electronic meeting.
- 4.11.4 An electronic meeting may be called by giving notice of the meeting, including notice of the agenda, date, time and anchor location of the meeting, at least 24 hours before the meeting, by following the requirements of :
- i. posting written notice of the electronic meeting at the anchor location;
 - ii. posting notice on the Public Notice Website;
 - iii. providing written or electronic notice of the electronic meeting via email or fax to:
 - a. at least one newspaper of general circulation in Utah and the Magna area; and
 - b. a local media correspondent;
 - iv. providing notice of the electronic meeting to each Trustee at least 24 hours before the meeting so that they may participate in and be counted as present for

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all purposes, including the determination that a quorum is present; and

- v. providing to each Trustee a description of how they shall be connected to the electronic meeting.
- vi. the District may, in its discretion, allow the public to participate in its meetings electronically, in which case the notice for an electronic meeting would include information on how the public could participate in the meeting.

4.11.5 When unforeseen circumstances require the Board of Trustees to hold an emergency electronic meeting to consider matters of an emergency or urgent nature, the 24-hour notice requirement of Section 4.11.4 may be disregarded and the best notice practicable under the circumstances shall be given. No such emergency meeting shall be held unless an attempt has been made to notify every Trustee and a majority of the Trustees vote in favor of holding the emergency meeting.

4.11.6 The open portions of any electronic meeting shall be conducted so that each person attending the meeting either in person or electronically may monitor and, if appropriate, participate therein.

4.11.7 An electronic meeting may be continued by majority vote of those Trustees present, in person or electronically, and reconvened any number of times without any additional notice if the date, time, and anchor location for the next continuation thereof are publicly announced during an open portion of a duly called or continued electronic meeting. A description shall also be provided to each Trustee of how they shall be connected to the next reconvened meeting. In addition, an attempt shall be made to give notice of the date, time, and anchor location for the meeting to be reconvened to each Trustee not present at the time the meeting was continued.

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5 DISTRICT FINANCE

5.1 REPORTING ENTITY TYPE

Magna Water District is a local district governed by an elected three-member board and reports as an enterprise fund. The District’s financial reporting should focus on operating income, changes in net position, financial position, and cash flow. The financial statements should include either a statement of net assets or a balance sheet; a statement of revenues, expenditures, and changes in net assets; and a statement of cash flows.

5.2 BUDGET OFFICER

The General Manager shall function as the District’s Budget Officer, as designated in the Utah Fiscal Procedures for Local Districts Act. (U.C.A. 17B-1-601(3).)

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5.3 PREPARATION OF BUDGET

- 5.3.1 Prior to the regularly scheduled meeting of the Board in October or earlier if it is the desire of the Board, of each year, the Budget Officer shall present an outline of concepts for the revenue, operating, and capital budgets.
- 5.3.2 On or before the first regularly scheduled meeting of the Board in November of each year, the Budget Officer shall prepare for the ensuing fiscal year, and file with the Board, tentative revenue, operating, and capital budgets, together with specific work programs and any other supporting data required by the Board.
- 5.3.3 The tentative budgets shall be reviewed and considered by the Board at any regular meeting or any special meeting call for that purpose. The Board may make any changed considered advisable in the tentative budgets, pursuant to statute.
- 5.3.4 On or before the first regularly scheduled meeting of the Board in December of each year, the tentative budget shall be adopted as the final budget for the ensuing fiscal year. The Board shall adopt operating and capital budgets for the ensuing fiscal year prior to the beginning of each such fiscal year.
- 5.3.5 Upon final adoption, the operating and capital budgets shall be in effect for the budget year, subject to later amendment. During the budget year, the Board may, in any regular meeting or special meeting called for that purpose, review the operating and/or capital budgets for the purpose of determining if the total should be increased.

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¶ Payroll;
¶ Repetitive contractual obligations such as utility bills; and/or
¶ All items approved by the Board in the annual budget or by specific Board action.

5.4 The budget may be reopened at any time during the fiscal year by properly noticing the meeting in accordance with statute.

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1.1.1 Within 30 days after the tentative budget is approved by the Board, and at least 30 days before the board adopts a final budget, the District shall send a copy of its tentative budget and notice of the time and place for its budget hearing to each of its constituent entities and customer agencies that have requested in writing a copy of the tentative budget, along with a signature sheet. (U.C.A. 17B-1-702).

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UNIFORM CHART OF ACCOUNTS

The uniform chart of accounts for local governments of Utah has been developed to collect financial information from all local governments that can be analyzed and compared across entities. Local governments are not required to use the uniform chart of accounts in their operations but are required to crosswalk their chart of accounts to the uniform chart of accounts when posting detailed transactions to the Utah Transparency Website (Transparency). The chart of accounts is used to identify and appropriately classify financial transactions, balances, etc. Year-end financial reports must conform to the basic fund structure provided by generally accepted governmental accounting principles. The District is required to report to the Utah Transparency Website the information in the Uniform Chart of Accounts format.

TRANSPARENCY WEBSITE

The District is required to provide public financial information through the Utah Public Finance Website at transparent.utah.gov. The following data is required to be uploaded:

1. Quarterly revenues and expenses within 30 days of fiscal quarter end
2. Annual employee compensation information within 90 days after fiscal year end

FRAUD RISK ASSESSMENT QUESTIONNAIRE

The District is required to complete the “Fraud Risk Assessment Questionnaire” (Questionnaire) and review with the Board of Trustees annually. The Board is required to approve, by motion, the questionnaire and the District Controller is required to submit it to the State Auditor’s Office by December 31, of the current year.

PROPERTY TAX RATES & TRUTH IN TAXATION

The District is subject to the "Truth in Taxation" process, which regulates tax increases. Utah Code 59-2-919 provides notice and public hearing requirements for tax increases. If the District chooses to adopt a rate higher than the certified rate, this is considered a tax increase and it must undergo a process known as “Truth in Taxation.” This process requires multiple public notifications and a public hearing.

If the District chooses to adopt a rate higher than the certified rate, it must notify the county legislative body of its intent to increase the tax rate by October 1 the year before the anticipated tax increase. The District also must notify the residents by a parcel specific notice mailed to each customer 7 or more days before the general or municipal election. This notice must state the intent to increase property taxes, the dollar amount, the purpose for additional tax revenue, and the approximate percentage of the property tax increase. The District must have a separate agenda item in a public meeting held 14 or more days before the general or municipal election. During the November/December time frame

The District must hold a Public Tax Increase Hearing. Two weeks, and one week before the public hearing, the

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District must advertise in the Salt Lake Tribune a TNT ad that has been approved by the county.

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If there is no increase in the certified tax rate, the District is to adopt a final tax rate no later than June 22,

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REPORTS

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5.4.1 At least quarterly and as otherwise directed by the Board, the Controller shall prepare and present to the Board detailed financial reports showing the financial position and operations of the District.

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5.4.2 Within 180 days after the close of each fiscal year, the Controller shall present to the Board an annual financial report prepared in conformity with generally accepted accounting principles, as prescribed in the Uniform Accounting Manual for Special Districts. This requirement may be satisfied by presentation of the audit report furnished by an independent auditor, if the financial statements included therein are appropriately prepared and reviewed with the Board.

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The following reports are required to be filed during the year with the Utah State Auditor's Office:

Report	Due Date	Form Location	Electronically Submitted
Budget	Within 30 days of adoption	resources.auditor.utah.gov	Reporting.auditor.utah.gov
Fraud Risk Assessment Questionnaire	Within 180 days of fiscal year end	resources.auditor.utah.gov	Reporting.auditor.utah.gov
Impact Fee Report	Within 180 days of fiscal year end	resources.auditor.utah.gov	Reporting.auditor.utah.gov
Audited Financial Statements	Within 180 days of fiscal year end	resources.auditor.utah.gov	Reporting.auditor.utah.gov
Deposit and Investment Report	July 31 & January 31 (Twice annually)	reporting.auditor.utah.gov/ Utah Treasury Login	Reporting.auditor.utah.gov/ Utah Treasury Login

5.4.3 Within 30 days after the audit report is presented to the Board, the District shall send a copy of the audit report to each of its constituent entities and customer agencies that have requested in writing a copy of the audit report. (U.C.A. 17B-1-703.)

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5.5 INDEPENDENT AUDITOR

The independent auditor has the responsibility of reporting whether the District's financial statements are prepared in conformity with generally accepted accounting principles. Copies of the annual financial report or of the audit report furnished by the independent auditor shall be filed with the state auditor and shall be filed as a public document in the

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office of the District.

5.6 INTERNAL CONTROL

The General Manager shall assign duties to positions to comply with the Utah State Auditor's guidelines regarding internal control. The internal control will be designed and maintained for reasonable assurance regarding the achievement of objectives in operational effectiveness and efficiency, reliable financial reporting, and compliance with laws, regulations, and policies. The guiding principle when it comes to internal control is that one individual is reviewing another individual's work. Internal control is meant to keep honest people honest and to protect those who handle money and other assets.

DISTRICT CLERK

The Clerk shall be the custodian of the records of the District. The Clerk or other appointed person shall attend the Board meetings and keep a record of the proceedings of the Board; shall assist the Board in such particulars as it may direct in the performance of its duties; shall perform those duties authorized by law or by this manual.

The Clerk shall attest all certified copies of the official records and files of the District. The Board may appoint an Assistant Clerk to function in the absence of the Clerk with all the power and authority of the Clerk.

DISTRICT TREASURER

The Treasurer shall be custodian of all money, bonds, or other securities of the District.

The Treasurer shall determine the cash requirements of the District and provide for the deposit and investment of all money.

The Treasurer shall receive all public funds and money payable to the District within three business days after collection, including all taxes, licenses, fines, and intergovernmental revenue, and keep an accurate, detailed account of those funds and money as required by law and as directed by the Board.

The Treasurer shall collect all special taxes and assessments as provided by law and ordinance.

The Treasurer shall give or cause to be given to every person paying money to the District Treasury a receipt or other evidence of payment, specifying, as appropriate, the date of payment and upon

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which account paid and shall file the duplicate of the receipt.

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The Treasurer, or designee, shall keep secure the check-signing signature files, and may authorize its use to sign all District checks. Prior to affixing the signature, the Treasurer shall determine that a sufficient amount is on deposit in the appropriate bank account of the District to honor the check.

The Treasurer shall promptly deposit all District funds in the appropriate bank accounts of the District. District funds shall not be commingled with funds of another person or entity.

The Treasurer shall be responsible for monitoring expenditures during the fiscal year..

Commented [A17]: I'm not 100% sure if this is how we want to word this because the controller basically performs all these duties under the approval and appointment of the General Manager, who is the Treasurer.

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5.7 CHECKS

District checks shall be issued by one of the following procedures:

The District may utilize an electronic format containing check and signature fonts for preparation of checks. The Treasurer or alternate designated by the General Manager shall have access to the signature fonts. All printed checks shall have facsimiles of the Board Chair's and District Treasurer's signatures. All checks shall contain appropriate security measures. A voucher copy of each check shall be printed or photocopied and attached to the invoice being paid. A check register shall be made available to the Controller, and the Treasurer, or alternate designated by the General Manager, and shall be reviewed and initialed for approval.

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All other checks shall be signed by both the Board Chair and the District Treasurer. If the Chair of the Board is unavailable, the check may be signed by either of the other Trustees, together with the Treasurer or Assistant Treasurer.

Payroll checks and checks for budgeted items in the operation and maintenance fund, together with all other disbursements approved by the Board, may be processed through any of the District's check printing systems.

The Chairperson and the General Manager shall be provided the first opportunity to sign all District checks. If the Chairperson is unavailable, any other Trustee may sign the check. If the General Manager is unavailable, the check may be signed by the Human Resources Manager, the Water Operations Manager, or the Wastewater Operations Manager. All checks shall be signed by both a Trustee and one of the staff members specified in this Section 6.

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5.8 USE OF DISTRICT FUNDS IN SPECIAL SITUATIONS

The General Manager may approve the use of up to \$150 of District funds for the purchase of flowers or similar gifts for special situations involving a District Trustee, officer, employee, or independent contractor, such as a death in the family, a serious accident or injury, or the like.

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5.9 CASH RECEIPTING AND DEPOSIT

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Purpose of this policy is to establish a uniform control design for receiving cash. Over time it is expected this policy will be adjusted for changes in systems and organizational structure at which time the Controller will propose changes to the Board for review and approval.

All funds received are entered into the accounting system at the time of the transaction or if the transaction occurs when the accounting system is not available (or down) the funds will be logged into a pre-numbered receipt book with enough detail to determine where/who the funds came from, the purpose for receiving the funds, the method of payment; cash, check, credit card etc., and designate the appropriate account. Manual receipts should have two copies: Customer copy, and the District's copy.

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At the close of each day, the person(s) responsible for their own cash drawers, will place the cash drawer in the locked safe. Each morning, the collected cash, checks, and credit card payments are to be reconciled with the system generated report to the cash in the drawer. Once reconciled the deposit slip is completed, the deposit will be placed in a secure (locked) deposit bank bag for deposit that day or the next, at least within three business days from receiving date.

Void/adjusted transactions. If a transaction needs to be voided or adjusted, it should be done by someone who does not receive cash. If an office doesn't have enough employees to have adjustments made by a supervisor that doesn't receive cash, two employees will sign off on the adjustment or voided transaction explaining the circumstances causing the adjustment. If the location is using a manual receipt book all copies of the receipt should be present for any voided receipt. The system should be designed to generate a report of all adjusted/voided transactions to facilitate monitoring of this process.

Every effort should be made to ensure large quantities of cash are not on hand overnight. If a location has a large transaction or series of transactions leaving cash on hand over \$2,000 the deposit should be made in the same day.

Magna Water District has installed and maintains surveillance systems in the main office where funds are received. Surveillance evidence will be maintained for 60 days.

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5.9.1 External Reporting. The Controller will prepare all externally required reports on the District's finances, including but not limited to reports requested by the State of Utah and the Internal Revenue Service, and the General Manager will review and submit such reports to the Board for its approval and authorization for the General Manager to submit such reports.

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INVESTMENT POLICY

The District shall invest its cash assets in such a manner as to comply with the requirements of the Utah State Money Management Act (the “Act”) to maintain the integrity of the corpus of all investments and to provide for necessary liquidity. Within those restrictions, the District shall attempt to obtain the highest return possible.

Scope: The investment policy of the District shall include all cash balances that may exist periodically in all accounts of the District. Also, if it is in the best interest of the District to acquire investments in larger blocks than there are monies in any fund, the District Treasurer may elect to consolidate certain accounts to maximize investment earnings.

Objectives: The objectives of the investment policy include the following:

- To provide for the safety of principal, preservation of capital and the mitigation of risk.
- To provide for the liquidity necessary to match the District’s cash requirements.
- To increase earnings through higher yielding investments.

Policy: The following shall be the investment policies of the District:

All investment activities shall be conducted with the same degree of judgment and care, under circumstances then prevailing, which persons of ordinary prudence, discretion, and intelligence exercise in the management of their own affairs. District trustees, officers, employees and professionals retained by the District that act in the capacity of investment officers as defined in the Act, so long as they are acting in accordance with written procedures and this investment policy, and while exercising due diligence, shall be relieved of personal responsibility for credit or market price changes of any investment security, provided that deviations from expectations are reported in a timely fashion and appropriate action, if necessary, is taken to control adverse developments

Ethics and Conflicts of Interest: District trustees, officers and employees and retained professionals involved in the investment process, shall refrain from personal business activity that could conflict with proper execution of this investment policy, or which could impair their ability to make impartial investment decisions. Any conflict of interest with this investment policy shall be reported to the General Manager or to the Board of Trustees.

Delegation to the Treasurer: The Treasurer shall be responsible for all investment activities and shall establish procedures for conducting investment activities consistent with this policy. The Treasurer shall maintain a system of checks and balances and internal controls so that District funds will at all times be protected from loss, theft and fraud. The Treasurer may invest funds without prior Board approval, provided the investments (i) are similar to other investments previously made by or on behalf of the District; (ii) do not expose the District to unreasonable risk or expense; (iii) comply with the Act and the provisions of this policy; and, (iv) do not use an interest rate swap, a forward delivery agreement, or similar instrument.

The District is required to submit a list of deposits which includes the fund, institution name, amount that is invested, and a 360-day basis interest rate twice annually. This report is for the periods ending June 30 and December 31 and are due on July 31 and January 31, respectively.

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The District Controller shall report the total investments with the financial statements monthly to the Board of Trustees in a publicly held board meeting.

ASSET CAPITALIZATION VERSUS EXPENSE

Property and equipment are defined by the District as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets is reflected in the capitalized value of the asset constructed, net of interest earned on the invested proceeds over the same period.

Property, plant, and equipment of the District is depreciated using the straight-line method over the following useful lives:

Water utility plant	20 to 50 years
Sewer utility plant	30 to 50 years
Buildings and structures	30 to 40 years
Equipment	3 to 15 years
Furniture and fixtures	5 to 10 years

DEBT MANAGEMENT POLICY

The purpose of this policy is to establish a set of parameters by which debt obligations will be undertaken by the District. This policy reinforces the commitment of the District and its officials to manage the financial affairs of the District so as to minimize risk, avoid conflicts of interest and ensure transparency while still meeting its capital needs. A debt management policy signals to the public and the rating agencies that the District is using a disciplined and defined approach to financing capital needs and fulfills the requirements of the State of Utah regarding the adoption of a debt management policy.

B. Goal: The goal of this policy is to assist decision makers in planning, issuing, and managing debt obligations by providing clear direction as to the steps, substance and outcomes desired. In addition, great stability over the long-term will be generated by the use of consistent guidelines in issuing debt.

C. Objective: This policy will assist in the capital planning funding decision to determine the amount and type of debt to be issued, in the debt issuance process (including the determination of the acceptable level of risk for a debt transaction), and in the management of debt and to provide limits:

- On the amount of debt outstanding and on the amount of annual debt service
- On the use of and justification for variable-rate debt
- On the use of and justification for debt structures other than level principal or level debt service
- On the maximum maturities of debt
- On the timing of principal and interest payments
- On the use of credit enhancements
- On the use of debt related derivatives

D: Definition of Debt: All obligations of the District to repay, with or without interest, in installments and/or at a later date, some amount of money utilized for the purchase, construction, or operation of District resources. This includes but is not limited to notes, bond issues, capital leases, and loans of any type (whether from an outside source such as a bond of from another internal fund).

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- E. Transparency: The District shall comply with legal requirements for notice and for public meetings related to debt issuance. All notices shall be posted in the customary and required posting locations, including as required local newspapers, bulletin boards, and websites. All costs (including principal, interest, issuance, continuing, and one-time) shall be clearly presented and disclosed to the citizens, Board, and other stakeholders in a timely manner. The terms and life of each debt issue shall be clearly presented and disclosed in a timely manner. A debt service schedule outlining the rate of retirement for the principal amount shall be clearly presented and disclosed in a timely manner.
- F. Debt Management Strategies: To achieve its financing objectives above, the District will adopt the following debt management strategies and procedures:
1. Role of Debt: Long-term debt shall not be used to finance current operations. Long-term debt may be used for capital purchases or construction identified through the capital improvement or master plan. Short-term debt may be used for certain projects and equipment financing as well as for operational borrowing; however, the District will minimize the use of short-term cash flow borrowings by maintaining adequate working capital and close budget management.
 2. In accordance with Generally Accepted Accounting Principles and state law,

The maturity of the underlying debt will not be more than the useful life of the assets purchased or built with the debt, not to exceed 30 years; however, an exception may be made with respect to federally sponsored loans, provided such an exception is consistent with law and accepted practices.

Debt issued for operating expenses must be repaid within the same fiscal year of issuance or incurrence.

G. Types and Limits of Debt: The District will seek to limit total outstanding debt obligations based on the need and circumstances of the District as determined by the Board. The limitations on total outstanding debt must be reviewed prior to the issuance of any new debt. The District will seek to structure debt with level or declining debt service payments over the life of each individual bond issue or loan. The District may use capital leases to finance short-term projects.

H. Use of Variable Rate Debt: The District recognizes the value of variable rate debt obligations and that issuers have greatly benefited from the use of variable rate debt in the financing of needed infrastructure and capital improvements. However, the District also recognizes there are inherent risks associated with the use of variable rate debt and will implement steps to mitigate these risks; including:

1. The District will annually include in its budget an interest rate assumption for any outstanding variable rate debt that takes market fluctuations affecting the rate of interest into consideration.
2. Prior to entering into any variable rate debt obligation that is backed by insurance and secured by a liquidity provider, the District's Board shall be informed of the potential effect on rates as well as any additional costs that might be incurred should the insurance fail.
3. Prior to entering into any variable rate debt obligation that is backed by a letter of credit provider, the District's Board shall be informed of the potential effect on rates as well as any additional costs that might be incurred should the letter of credit fail.
4. Prior to entering into any variable rate debt obligation, the Board will be informed of any terms, conditions, fees, or other costs associated with the prepayment of variable rate debt obligations.
5. The District shall consult with persons familiar with the arbitrage rules to determine applicability, legal responsibility, and potential consequences associated with any variable rate debt obligation.

I. Use of Derivatives: The District chooses not to use derivative or other exotic financial structures in the management of the District's debt portfolio. An exception to this policy may occur if:

1. A written report outlining the potential benefits and consequences of utilizing these structures is submitted to the Board; and
2. The Board adopts a specific amendment to this policy concerning the use of derivatives or interest rate agreements

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that complies with State statutes.

J. Costs of Debt: All costs associated with the initial issuance or incurrence of debt, management and repayment of debt (including interest, principal, and fees or charges) shall be disclosed prior to action by the Board in accordance with the notice requirements stated above. In cases of variable interest or non-specified costs, detailed explanation of the assumptions shall be provided along with the complete estimate of total costs anticipated to be incurred as part of the debt issue. Costs related to the repayment of debt, including liabilities for future years, shall be provided in context of the annual budgets from which such payments will be funded.

K. Refinancing Outstanding Debt: The District will refund debt when it is in the best financial interest of the District to do so. The decision to refinance must be explicitly approved by the Board, and all plans for current or advance refunding of debt must be in compliance with state laws and regulations. The District will consider the following issues when analyzing possible refunding opportunities:

1. Onerous Restrictions – Debt may be refinanced to eliminate onerous or restrictive covenants contained in existing debt documents, or to take advantage of changing financial conditions or interest rates.
2. Restructuring for Economic Purposes – The District will refund debt when it is in the best financial interest of the District to do so. Such refunding may include restructuring to meet unanticipated revenue expectations, achieve cost savings, mitigate irregular debt service payments, or to release reserve funds. Current refunding opportunities may be considered if the refunding generates positive present value savings.
3. Term of Refunding Issues – The District will refund bonds within the term of the originally issued debt. However, the District may consider maturity extension, when necessary to achieve a desired outcome, provided such extension is legally permissible. The District may also consider shortening the term of the originally issued debt to realize greater savings. The remaining useful life of the financed facility and the concept of inter-generational equity should guide this decision.
4. Escrow Structuring – The District shall utilize the least costly securities available in structuring refunding escrows. Under no circumstances shall an underwriter, agent or financial advisor sell escrow securities to the District from its own account.
5. Arbitrage – The District shall consult with persons familiar with the arbitrage rules to determine applicability, legal responsibility, and potential consequences associated with any refunding.

L. Risk Assessment: Risk assessment on the effect of the outstanding debt portfolio shall be performed annually and presented to the Board as part of the annual budget approval process or a debt management report. Risk assessment is done to determine the impact of the debt portfolio on current and future operations.

M. Financial Services. The District may retain a financial advisor on a continuing basis to provide on-going advice pertaining to proposed and existing bond issues, investment of District funds and related matters. The District's financial advisor shall be prepared to provide certain services that shall include, but will not necessarily be limited to, the preparation and presentation of information to rating agencies and bond insurance companies, bond issue structuring, official statement preparation, recommendations pertaining to the selection of underwriter(s), coordination of the particulars of issuing bonds, interface with bond counsel, investment of reserves and funds and related matters. The District desires to maintain continuity in the provision of financial services so long as the quality and cost of such services are maintained at a level acceptable to the District.

FUND BALANCE POLICY

These policies relating to the establishment and appropriate management of Fund Balances are intended to be consistent with the Utah Code, applicable portions of the Uniform Fiscal Procedures for Special Districts Act ("Uniform Fiscal Procedures Act"), applicable portions of the State Money Management Act ("Money Management Act"), Rules of the State Money Management Council, and applicable portions of the Municipal Bond Act ("Municipal Bond Act").

The District's Reserves are intended to be used as a risk-management and solvency tool that is designed to grow with the risks and exposure of the District and allow the District to have cash on hand in the event of an unbudgeted demand for cash. The following guidelines are intended to provide the District with a strong reserve policy to strengthen the District's financial situation through the maintenance of funds to handle cost overruns in the annual operations and

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maintenance expenses, ongoing and major capital repair and replacement and by maintaining cash to cover immediate cash needs resulting from emergencies or for unforeseen costs. In order to ensure fiscal integrity, the District maintains a high credit rating, provides for adequate planning, and will target the maintenance of certain fund balances as discussed below.

LIMITATION TO TOTAL OF FUND BALANCES

Regardless of the target fund balance amounts set forth in this policy, the total of the fund balance outlined herein (exclusive of any bond proceeds or designated reserves) shall not exceed the limitation as outlined in the Utah Code.

FUND BALANCE CLASSIFICATIONS AND TARGET BALANCES

Fund balance classification hierarchy is based primarily on the extent to which the District is bound to honor constraints on the specific purposes for which the amounts may be spent. The classifications and respective funds are as follows:

ASSIGNED - Amounts intended to be used for a specific purpose

Operations & Maintenance (O&M) Reserve. The O&M Reserve is established to hold funds sufficient to offset normal fluctuations in revenues collected or annual operations and maintenance expenses. The amount in this fund should be the equivalent of twelve months operational and maintenance expenses. The target fund balance shall be set by the Board as a part of the budget process and shall be included in the periodic financial reporting of the District. It is recommended that these reserves be invested in highly-liquid instruments such as the Utah Public Treasurer's Investment Fund ("UPTIF"), short-term Government or Agency bills, commercial paper or repurchase agreements.

Repair & Replacement (R&R) Reserve. The R&R Reserve is established to pay for unforeseen system repairs or replacements. R&R Reserves are most appropriately held in instruments that are somewhat liquid but seek a slightly higher yield. These instruments can include those listed for the O&M Reserves, but can include longer term maturities, so long as the final maturity of any investment does not exceed the projected potential use of the fund balance.

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COMMITTED - Amounts constrained by the District for particular purposes

Capital Projects Reserve. A Capital Project Reserve is held to maintain funds to hedge against any unforeseen construction cost change orders or overruns associated with capital projects. The balances maintained should be directly proportionate to the annual construction costs to be undertaken in the following three to five years. The balances held in this reserve will likely be the most volatile of the three reserves as the amount of construction planned for each year may vary significantly. It is recommended that a minimum balance of 15% to 25% of the total of the following five years of annual expenses be held at any given time to provide a minimum level of coverage. Capital Reserves are most appropriately held in instruments that are somewhat liquid but seek a slightly higher yield. These instruments can include those listed for the O&M Reserves, but can include longer term maturities, so long as the final maturity of any investment does not exceed the projected potential use of the fund balance. The expenditure of any amount over \$25,000 from the Capital Projects fund shall require Board Action.

Self-Insurance/Contingency Reserve. The Self-Insurance/Contingency Reserves, intended to offset costs or delay in insurance payments resulting from an unforeseen major catastrophe or legal action, should maintain unrestricted fund balances at a level that will provide sufficient funds to protect the District against significant unforeseen costs not covered by any other reserves maintained by the District. This calculation shall exclude liability reserves (by policy, not law), capital trust account funds, bond funds, and general trust accounts (i.e. customer security deposits).

Other Post-Employment Benefits (OPEB) Reserve. The OPEB reserve has been established to help offset the cost for continuing benefits of retired employees. The balance in this fund should approximate the OPEB liability, as funding is available.

RESTRICTED - Amounts constrained by others for a particular purpose

Impact Fee Reserve. The Impact Fee Reserve is established to accumulate funds received from the collection

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of impact fees and must be expended in accordance with state law.

Other Funds Named by Agreement. The District may, from time to time, enter into agreements which require that the District to maintain certain agreement-specific reserve funds. To the extent that such may be required in the future, the District's staff shall make recommendations to the District's Board of Trustees as to the implementation and accounting of those funds.

Interest Rate Stabilization Fund. The District's Board of Trustees reserves the right to create an interest rate stabilization fund as a means of mitigating variable interest rate risk.

CREDIT CARD PROCEDURES

The District's Management staff are the only employees with permission to possess a District Credit Card. Each member of the management staff is required to acknowledge that they have read and understand the District's Credit Card Procedures, in its entirety. These procedures provide information about the process, the types of purchases that can and cannot be made, records that must be maintained and reconciled monthly and miscellaneous information about the program. The District's Credit Card Holder Acceptance Agreement and Credit Card Missing Receipt Form are found in Addendum A.

Upon Receipt of the Credit Card:

Upon receipt of an approved credit card, it is the responsibility of the cardholder to sign the back of the issued card. Applicants are responsible for the security of the card issued and the transactions made with the card. The credit card is issued in the name of the applicant, and it will be assumed that any purchases made with the card will have been made by the applicant. **The cardholder is the only person entitled to use the card issued.** Failure to comply with the guidelines established for the program may result in severe consequences, up to and including termination of employment.

Card Holder Responsibilities: It is the responsibility of the cardholder to:

- Read and understand the District's Credit Card Procedures
- Sign the District Credit Card Acceptance Agreement. (See Addendum A)
- Make only authorized purchases as prescribed by the District's Purchasing Policy and approved departmental budget
- Retain receipts for all transactions. In the absence of a receipt, a Missing Receipt Form must be completed and signed by the cardholder **and** the District Manager. (See Addendum A)
- Keep the credit card and the corresponding account information secure. Immediately report any lost or stolen credit card and/or account information to the District Controller
- Report fraudulent charges or any discrepancies in the credit card statement in a timely manner to the District Controller

District Controller Responsibilities

It is the responsibility of the Controller to:

- Request and oversee the issuance of new cards, upon the Board of Trustees approval. The credit limit will be determined at the discretion of the Board
- Inform the Board of Trustees when limit changes or cancellations are needed due to personnel changes

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- Payment on Credit Cards is made on the 10th of each month following the end of month prior, via Direct Pay initiated by the bank issuing the credit cards.
- Review the cardholder's reconciliation and transactions for completeness, accuracy, and compliance with the District's policies and procedures
- Address the cardholder about questionable transactions for clarification purposes
- Report any misuses of credit cards immediately to the Board of Trustees.
- Provide the Board the monthly statement for the credit card purchases for their review and validation of reviewing the statement by initializing the statement.

Approved Credit Card Purchases:

- Payment of day-to-day operation & maintenance bills.
- Business related uses, including but not limited to subscriptions, seminars, dues, books, meeting expenses, and other expenses needed to operate the District.
- Office supplies, furniture
- Small tools (purchase/rental), electrical, safety and building maintenance supplies.
- Vehicle maintenance supplies.
- Certain allowable travel expenditures as pre-approved by the General Manager:
 - Conference registrations or seminar rooms
 - District sponsored group gatherings
 - Hotel rooms

Prohibited Credit Card Purchases:

The following purchases are strictly prohibited from being purchased by using an District credit card:

- Any merchant, product, or service normally considered to be inappropriate use of District funds
- Purchase of items for personal use or consumption
- Purchasing in violation of the District's Purchasing Policy
- Alcohol
- Fuel for fleet vehicles unless traveling outside of Utah. The state gas card should be used for fuel purchases.
- Splitting a purchase to remain under purchasing policy limits.

Built-In Restrictions:

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Each card is assigned Monthly and Single-Purchase credit limits. If you find over time that these limits are too low to accommodate your monthly requirements, please contact the District Controller to review the limit given. The District has the ability to block, if necessary, certain supplier's Merchant Category Codes. If the District chooses to block a Merchant, the card will be declined. Please refer to the District Controller regarding issues with a possible blocked card.

Reconciliation and Payment:

The District Credit Card Program carries District, not individual, liability. Credit Card Invoices will be paid by the District Controller as outlined in Section 1.30. The cardholder will not be required to pay the Monthly Statement using personal funds. The program does not impact the cardholder's personal credit rating in any way.

The cardholder is required to obtain and retain all receipts for goods and services purchased when using the credit card. If purchases are made via phone, mail, e-mail or other electronic means, ask the supplier to include and itemized receipt with the goods when the product is shipped to you. This itemized receipt is the only original documentation specifying whether or not sales tax has been paid against the purchase.

Each cardholder will receive a statement identifying all transactions made against the card during the previous billing cycle. The statement must be reconciled against the receipts for accuracy. The reconciled statement is to be given to the District Controller for review, and approval. The cardholder's activity may be audited at any time. The statement will be given to the Board of Trustees for review and approval also.

Disputed Transactions:

Disputes on credit cards must be identified in writing to the issuing credit card company within 60 days of the monthly statement date. If a dispute is not identified in writing within 60 days of the Monthly Statement date the issue must then be resolved between the District and the supplier.

The cardholder is responsible to identify possible disputed or fraudulent transactions on the monthly statement provided to them for reconciliation. If an audit is conducted on the cardholder's account, the cardholder must be able to produce receipts and/or proof that the transaction occurred. If an error is discovered, the cardholder is responsible for showing that the error or dispute resolution process was completed.

It is the cardholder's responsibility to notify immediately the District Controller if there is a possible dispute on an issued credit card.

Employee Termination:

Upon notice of a cardholder terminating their current employment, the District Manager or District Controller is responsible to take possession of the card and any outstanding original receipts. The card issuer will be notified to close the account.

5.10 OTHER GENERAL COMPLIANCE

Any tangible or intangible property which is presumed abandoned over one year shall be submitted to the State Treasurer's Office. The annual abandoned property report (ST-2) shall be filed regardless of whether or not the District holds any abandoned property.

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PROCUREMENT

5.11 SCOPE

- 5.11.1 This Section shall, except where otherwise noted, govern the acquisition of real or personal property, supplies or services, and disposal of property, whether real or personal, by the District.
- 5.11.2 No purchase shall be made and no encumbrances shall be incurred for the benefit of the District except as provided in this Section.
- 5.11.3 No purchases shall be made and no encumbrance shall be incurred unless funds sufficient to cover the purchase or encumbrance have been budgeted and are available within the approved budget or unless the purchase or encumbrance is approved by the Board by a vote at a regular Board meeting.

5.12 PROCUREMENT OFFICER

The General Manager is hereby designated to be, and shall act as, the District’s Procurement Officer. The Procurement Officer may from time to time appoint another person to undertake all or some of the duties of the Procurement Officer set forth herein or appointed to him.

Commented [A20]: This section is based on the Auditor’s new purchasing policy template, which just came out.

5.13 AUTHORITY TO ENTER INTO AND EXECUTE CONTRACTS

All contracts are to be approved by Board. No department, office, advisory or policy board or other organization of District, nor any officer or employee thereof, shall be empowered to execute any purchase order or contract except as specifically authorized herein or by other applicable law.

5.14 BOARD APPROVAL

Board approval is required for all purchases exceeding **\$50,000**.

Commented [A21]: Will ask Board if they want to keep this amount.

5.15 ATTORNEY REVIEW

The District’s Attorney shall approve each agreement as to form before it becomes effective unless the General Manager directs otherwise for minor contracts with an estimated expenditure of less than \$20,000 or a term less than one (1) year.

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5.16 CONFLICTS OF INTEREST PROHIBITED

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No officer, employee, agent, representative or member of any committee of the District shall have a financial interest in any contract, bid, or proposal; receive any compensation or gift from any bidder or proposer; or have any other conflict of interest (See U.C.A. 67-16 and 17-16a).

It is the intent of the District to meet and exceed protections against conflicts of interest contained in State law. Under this policy, a conflict of interest arises when an officer has a personal interest in a matter that is or may be in conflict with or contrary to the District's interests and objectives to such an extent that the officer is or may not be able to exercise independent and objective judgment within the context of the best interest of the District. For the purposes of this policy, an officer's "personal interest" includes those of his or her relatives, business associates or other persons or organizations with whom he or she is closely associated.

The following provisions shall serve as a guide to officers with respect to the affairs of the District:

1. District officers shall not receive, accept, take, or solicit, directly or indirectly, anything of economic value as a gift, gratuity, or favor from a person or entity if it could be reasonably expected that the gift, gratuity, or favor would influence the vote, action, or judgment, or be considered as part of a reward for action or inaction.
2. The complete confidentiality of proprietary business information must be respected at all times. Officers are prohibited from knowingly disclosing such information, or in any way using such information for personal gain or advancement, or to the detriment of the District, or to individually conduct negotiations or make contacts or inquiries on behalf of the District unless officially designated by the Board of Trustees.
3. Officers are prohibited from acquiring or having a financial interest in any property that the District acquires, or a direct or indirect financial interest in a supplier, contractor, consultant, or other entity with which the District does business. This does not prohibit the ownership of securities in any publicly owned company except where such ownership places the officer in a position to materially influence or affect the business relationship between the District and such publicly owned company. Any other interest in or relationship with an outside organization or individual having business dealings with the District is prohibited if this interest or relationship might tend to impair the ability of the officer(s) to be independent and objective in his or her service to the District.
4. If members of the immediate family of an officer have a financial interest as specified above, such interest shall be fully disclosed to the Board of Trustees which shall decide if such interest should prevent the District from entering into a particular transaction, purchase, or engagement of services. The term "immediate family" means officer's spouse, parent, dependent children, and other dependent relatives.
5. When a conflict of interest exists, the officer shall publicly declare the nature of the conflict and may recuse him or herself on any official action involving the conflict.
6. Officers may not realize, seek, or acquire a personal interest in a business that does business with the District.
7. Officers shall complete a *Conflict-of-Interest Disclosure Form* annually by the end of January (Addendum B). This Form shall be signed and notarized. Completed Forms shall be submitted to the District Clerk and made available to the public upon request.
8. The District Clerk shall provide copies of all completed Forms to the Board of Trustees Chair at the end of January each year.
9. The Board of Trustees Chair shall review all completed forms and consider the disclosures. The Board Chair should make changes to assignments, duties, or contracts deemed appropriate to eliminate or mitigate conflicts of interest within the District.

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5.17 VENDOR DOCUMENTATION REQUIRED

The Procurement Officer shall obtain and keep on file a Form W-9 for all new vendors when the aggregate annual purchases from that vendor exceed \$1,000. For Vendors that require a 1099 Misc form to be filed at the end of a fiscal year.

5.18 COMPETITIVE PROCUREMENT

Unless exempted herein, all purchases and contracts shall be awarded on a competitive basis, as required by this resolution and applicable State and Federal law.

5.19 LOCAL VENDORS MAY BE FAVORED

Except where a procurement involves the expenditure of Federal funds, the Procurement Officer, Board, or other authorized person(s) may favor local vendors in procurement activities, provided that the District personnel document and maintain records of the local preference and all related procurements.

5.20 PARTICIPATION IN STATE PROCUREMENT UNIT AGREEMENT AND CONTRACTS

Pursuant to U.C.A. 63G-6a-2105, the District may make purchases from or participate in state public procurement unit agreements and contracts, pursuant to the terms of said agreements and contracts without soliciting additional procurement options.

5.21 UNETHICAL PURCHASING PRACTICES

Failure of any agent, officer or employee to comply with ethical purchasing requirements may result in suspension and /or termination and possibility of being personally liable for the purchase and/or criminal prosecution. All agents, officers and employees engaged in the procurement process for the District shall maintain high ethical behavior in agreement with Utah Code, Chapter 67-16, Utah Public Officers' and Employees' Ethics Act and avoid the following practices:

- (a) Dividing a procurement to avoid following policy (see U.C.A. 63G-6a-2404.3)
- (b) Kickbacks and Gratuities (see U.C.A. 63G-6a-2404, 67-16-5 through 67-16-6)
- (c) Failure to Disclose conflicts (see U.C.A. 63G-6a-1205 & 67-16-9)
- (d) Cost-plus-a-percentage-of-cost contracts (see U.C.A 63G-6a-1205)

5.22 SALES TAX

District purchases are not subject to sales tax. For vendors requiring documentation of tax-exempt

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status, the District may provide such vendors with a TC-721G Exemption Certificate for Governments and Schools, which form is available from the Utah State Tax Commission.

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5.23 EXPENDITURE OF STATE AND FEDERAL FUNDS

When a procurement involves the expenditure of State or Federal funds, the District shall comply with the applicable State and Federal laws and regulations.

5.24 PAYROLL AND UTILITY PAYMENTS – EXEMPTED

Payroll and utility payments, bond payments, including those exceeding \$1,000, are exempted from the following requirements, provided such payments have been budgeted for and are in line with the respective budgeted purposes and responsibilities.

5.25 ADJUSTED TRANSACTIONS

The Procurement Officer may increase the amount paid for an approved procurement, provided such increase does not exceed 3% of the approved procurement, the increase was unforeseen (i.e. change in shipping cost or location), and the increase is directly related to the purpose of the procurement.

5.26 SMALL PURCHASES

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5.26.1 General. Small purchases shall be conducted in accordance with the requirements set forth in U.C.A. 63G-6a-506 of the Act. This Part V provides additional requirements and procedures and is to be used in conjunction with the Procurement Code.

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5.26.2 Definition. A "Small Purchase" is a procurement conducted by the District without using a standard procurement process.

5.26.3 Thresholds. Unless specified otherwise, Small Purchase thresholds are as follows:

(a) The "Individual Procurement Threshold" is a maximum amount of ~~\$20,000~~ for a procurement item, provided that for individual procurement item(s) costing up to ~~\$20,000~~, the District may select the best source by direct award and without seeking competitive bids or quotes.

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(b) The "Single Procurement Aggregate Threshold" is a maximum amount of ~~\$150,000~~ for multiple procurement item(s) purchased from one source at one time;

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(c) The annual cumulative threshold from the same source is a maximum

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amount of **\$150,000**,

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5.26.4 Vendor Prequalification. Should the District elect to pre-qualify vendors and/or develop an approved vendor list for a small purchase, the District will follow the process described in U.C.A. 63G-6a-507 of the Act, or Part 15 of the Procurement Code for the selection of design professional services.

5.26.5 Competition Encouraged. Whenever practicable, the District will use a rotation system or other system designed to allow for competition when using the small purchases process.

5.26.6 Small Purchases – Design Professional Services.

(a) The small purchase threshold for “design professional” (architecture, engineering, master planning and programming, or commercial interior design) services is a maximum amount of **\$200,000** per budget year.

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(b) Design Professional services may be procured, up to a maximum of **\$200,000**, by direct negotiation after reviewing the qualifications of a minimum of three design professional individuals or firms. If Design Professional services may be utilized with some frequency, an approved vendor list, preferably including at least three pre-qualified vendors, may be utilized following the process described in U.C.A. 63G-6a-507 of the Act. The District will rank the Design Professional firms in order and begin fee negotiations, up to **\$200,000**, with the highest ranked firm. If an agreement cannot be reached with the highest ranked individual or firm, the District will move to the next highest ranked individual or firm and so on, until a fee agreement is reached. If a fee agreement cannot be reached with the first group of selected individuals or firms, the District may select additional Design Professional individuals or firms using the same process or may cancel the procurement.

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(c) The District will include minimum specifications when using the small purchase threshold for Design Professional services.

5.26.7 Small Purchases Threshold for Construction Projects.

(a) Except as otherwise specified, the small construction project threshold is a maximum of **\$250,000** for direct construction costs, including design and allowable furniture or equipment costs.

(b) The District will follow the process described in Section 63G-6a-506 of the Act to prequalify potential vendors and in Section 63G-6a-507 to develop an Approved Vendor List, or other applicable selection methods described in the

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Procurement Code for construction services.

- (c) Minimum specifications shall apply when using the small purchases threshold for construction projects.
- (d) **Up to \$50,000:** The District may procure small construction projects up to a maximum of \$50,000 by direct award without seeking competitive bids or quotes after documenting that all building code approvals, licensing requirements, permitting and other construction related requirements will be met. The awarded contractor must certify that the contractor is capable of meeting the minimum specifications of the project.
- (e) **From \$50,001 to \$250,000:** The District may procure small construction projects costing \$50,001 up to a maximum of \$250,000 by obtaining a minimum of two competitive quotes that include minimum specifications, and will award the work to the contractor with the lowest quote that meets the specifications after documenting that all applicable building code approvals, licensing requirements, permitting and other construction related requirements will be met.
- (f) **Up to \$2,500,000 Using an Approved Vendor List:** A small construction project threshold per individual project, using an approved vendor list, is a maximum of \$2,500,000 for direct construction costs, including design and allowable furniture or equipment costs.
 - i. For individual construction projects up to a maximum of \$250,000, the District may award a contract based on a minimum of two competitive quotes from vendors/contractors on the approved vendor list. A rotation system or another method approved by the Procurement Officer may be used to select vendors on the approved vendor list from whom price quotes will be obtained. In any event, the District may obtain a price quote from the vendor that provided the lowest price quote on the most recently completed construction procurement conducted by the District using an approved vendor list.
 - ii. For individual construction projects costing more than \$250,000 up to a maximum of \$2,500,000, all vendors/contractors on the District's approved vendor list will be invited to submit bids in accordance with the provisions set forth in Part 6 of the Procurement Code, except that public notice requirements in Part 6 are hereby waived. The quotes or bids are to include minimum specifications, and the District may award the work to the contractor with lowest price quote or bid that meets the specifications, after documenting that all applicable building code approvals, licensing requirements, permitting and other

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construction related requirements will be met. If an approved vendor list is not established under U.C.A. 63G-6a-507 of the Act, the District will procure construction projects costing more than **\$250,000** using an invitation to bid or other approved source selection method outlined in the Procurement Code, any may do the same for construction projects that cost less than **\$250,000**, in the District's discretion.

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5.26.8 Quotes for Small Purchases between \$5,000 and \$150,000:

- (a) **From \$5,000 to \$20,000:** For procurement item(s) other than design professional services, other professional or consulting services, or construction, where the cost is greater than **\$5,000** up to a maximum of **\$20,000**, the District will obtain at least two price quotations based on minimum specifications and may purchase the procurement item from the responsible vendor offering the lowest quote or best value that meets the specifications.
- (b) **Above \$20,000 to \$150,000:** For such procurement item(s) costing more than **\$20,000**, up to a maximum of **\$150,000**, the District will obtain at least two competitive quotes that include minimum specifications and may purchase the procurement item from the responsible vendor offering the lowest quote that meets the specifications.
- (c) **Above \$150,000:** For procurement item(s) costing more than **\$150,000**, the District will conduct an invitation for bids or other procurement process outlined in the Procurement Code.
- (d) **Public Record:** The names of the vendors offering quotations or bids and the date and amount of each quotation or bid will be recorded and maintained as a governmental record.

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5.26.9 Small Purchases of Services of Professionals, Providers, and Consultants:

- (a) **Up to \$200,000:** The small purchase threshold for professional service providers and consultants, other than design professionals, is a maximum amount of **\$200,000** per budget year.
- (b) **Procedure:** After reviewing the qualifications of a minimum of three professional service providers or consultants, the District may obtain professional services or consulting services:
 - i. Up to a maximum cost of **\$200,000** by direct negotiation after reviewing the qualification of a minimum of three firms or individuals;

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or

ii. The District will rank the firms or individuals in order and award a contract via direct award, up to **\$200,000**, to the highest ranked firm or individual.

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iii. All construction projects over **\$200,000** shall require competitive bidding.

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(c) **Cost Not Primary:** The District need not select the professional service provider presenting the lowest cost quotation but may instead base the selection on other documented factors such as experience, knowledge and reputation.

5.27 VENDOR PREQUALIFICATION

5.27.1 Prequalification of Potential Vendors. General procurement provisions, including prequalification of potential vendors, approved vendor lists, and small purchases, will be conducted in accordance with the requirements set forth in Part 5 of the Act. This Part VI provides additional procedures and is to be used in conjunction with the Procurement Code.

5.27.2 Approved Vendor Lists.

(a) The District may establish approved vendor lists in accordance with the requirements of U.C.A. 63G-6a-507.

(b) Contracts or purchases from an approved vendor list may not exceed the following thresholds:

i. Construction Projects: **\$2,500,000** per contract, for direct construction costs, including design and allowable furniture or equipment costs, awarded using an invitation for bids or a request for proposals;

ii. Professional and General Services, including architectural and engineering services: **\$200,000**; and

iii. Thresholds for other approved vendor lists may be established by the Procurement Officer.

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5.28 COMPETITIVE SEALED BIDS – WHEN REQUIRED

5.28.1 Except as otherwise provided herein, all procurements of goods which are reasonably anticipated to exceed **\$150,000** shall be obtained by competitive sealed bidding. The

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Board may also require competitive sealed bidding for the procurement of goods and services for any amount.

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5.28.2 If bids exceed available funds and the lowest responsive and responsible bid does not exceed funds available by more than 10% percent, the Board may, where time or economic considerations preclude re-solicitation of work of a reduced scope, negotiate an adjustment of the bid price, including changes in the bid requirements, with the lowest responsive and responsible bidder, in order to bring the bid within the amount of available funds.

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5.28.3 An invitation for bids shall:

- (a) State that the District is seeking bids for a procurement;
- (b) Contain information on how to contact the person with the most knowledge about the procurement;
- (c) State the period of time during which bids shall be accepted;
- (d) Describe the manner in which a bid shall be submitted;
- (e) State the address at which a bid may be submitted, and the person to whom the bid should be submitted;
- (f) Describe the goods or services sought to be procured;
- (g) List or refer to the objective criteria that shall be used to evaluate the bids;
- (h) To the extent possible, include or reference significant contractual terms and conditions;
- (i) State the date, time and place for the public opening of all bids;
- (j) An invitation to bid may require attendance at a pre-bid meeting for the purpose of obtaining additional information relevant to the bid. The invitation shall list the time, date and place of any pre-bid meeting that shall take place;
- (k) An invitation to bid may require that a bidder obtain additional specifications and objective criteria too lengthy to publish in the invitation for bids. The invitation to bid shall indicate where such information may be obtained;
- (l) All invitations for sealed bids shall be posted on the main website of the District or the main website of a state division for procurement at least 7 days

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prior to the deadline for submission of a bid;

- (m) All sealed bids shall be opened by the Procurement Officer or designated representative in an open public meeting, before one or more witnesses, at the time and place indicated in the invitation for bids. The name of the bidder and the amount of each bid shall be recorded and made available to the public. Bids shall not be accepted after the time for submission of a bid has expired.

- 5.28.4 Rejection of Bids. The Board shall reject bids from further evaluation that are: incomplete, illegible, conditional, modify bid requirements, contain additional terms or conditions, divide bid into parts, failed to attend required pre-bid meetings, fail to confirm requirements or specifications, the bidder has a pending dispute with the District on a previous project or where the Board of Trustees reasonably concludes that the bidder is unable to satisfactorily fulfill the bid requirements or has engaged in unlawful or unethical conduct in attempting to secure the bid. Any bidder whose bid has been rejected may obtain from the District a written finding stating the specific reason the bid was rejected.
- 5.28.5 Awards. The Board shall award the bid/contract to the lowest qualified bidder or the bidder who best satisfies the objective criteria described in the invitation for bids which may include: Experience, performance ratings, inspection of workmanship, suitability, quality, likely compatibility with existing assets or practices, availability, warrantee, references, licensure, proximity or other criteria reasonably specified in the invitation to bid.
- 5.28.6 Tiered Bids may be resolved using any reasonable criteria and at the sole discretion of the Board of Trustees.
- 5.28.7 Cancellation. The District may cancel the bid process or reject all bids in whole or in part if it determines that; no bids met bid requirements, there are insufficient funds, the item is no longer needed or the specifications or timing does not meet District's current needs or long term plans. In the event of a bid cancellation the Board of Trustees shall publicly state the reason for the cancellation and make that information available for public inspection.
- 5.28.8 Exemptions from competitive bid requirements may include the following: Sole source providers, service contracts with professionals or specialists, including accountants and attorneys, and emergency purchases. The Procurement Officer shall sufficiently document the reason for not competitively bidding the procurement and have it approved by the Board of Trustees.
- 5.28.9 Appeals and Protests to the bidding process shall be submitted to the Procurement Officer in writing within 5 days. The Procurement Officer shall respond to the protest

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within 5 days of receiving the complaint. The Procurement Officer's decision may be appealed to the Board in writing within 5 days. The Board may address the appeal at its next regularly scheduled meeting or hold a special meeting to evaluate the merits of the protest appeal.

5.28.10 AVOIDANCE OF APPROVAL AND WRITTEN CONTRACT REQUIREMENTS

Purchases shall not be divided into smaller purchases for the purpose of evading the approval process required by this policy, or for the purpose of avoiding the need to obtain a written contract.

5.28.11 MULTI-YEAR CONTRACTS

5.28.12 The District may enter into multi-year contracts in accordance with U.C.A. 63G-6a-1204 of the Act. In particular, a contract for supplies or services may be entered into for any period of time, up to five years, deemed to be in the best interest of the District; provided that the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Prior to the utilization of a multi-year contract, it should be determined in writing that estimated requirements cover the period of the contract and are reasonably firm and continuing and that a multi-year contract shall serve the best interest of the District by encouraging effective competition or otherwise promoting economies in District procurement.

- (a) Notwithstanding the foregoing, or anything to the contrary herein, a contract may be entered into for a period in excess of five years, or for an indeterminate period that is terminable at-shall by the District, with or without cause, based upon a written determination by the Procurement Officer, as provided in U.C.A. 63G-6a-1204, that:
- i. A longer period is necessary in order to obtain the procurement unit,
 - ii. A longer period is customary for industry standards, or
 - iii. A longer period is in the best interest of the District.

The Procurement Officer's written determination shall be included in the file for the subject procurement.

- (b) As allowed by law or the underlying contract, when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, a multi-year contract may be canceled.

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- (c) Based upon a written determination by the Procurement Officer as provided above, with the concurrence of the contracting parties, a contract may be entered into as, or may be modified to become, an indefinite term contract terminable at shall by the District.

5.28.13 TYPE OF CONTRACT

- (a) General. Subject to the limitations of this Subsection, any type of contract which shall promote the best interest of the District may be used; provided that, if a contract other than a firm fixed price contract shall be used, the Procurement Officer must make a written determination as required by U.C.A. 63G-6a-1205(3) that the proposed contractor's accounting system shall permit the timely development of all necessary cost data in the form required by the specific contemplated contract type; the proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted accounting principles; and the use of a specified type of contract, other than a firm fixed price contract, is in the best interest of the District taking into consideration the criteria specified in U.C.A. 63G-6a-1205(3)(c). Various contract types that may be used are identified in U.C.A. 63G-6a-1205(4).
- (b) Cost-Plus-Percentage Contracts Prohibited. As provided in U.C.A. 63G-6a-1205(5), the District may not enter into a cost-plus-a-percentage-of-cost contract unless the contract form is approved by the Procurement Officer; it is standard practice in the industry to obtain the subject procurement item through a cost plus contract; and any percentage and the method of calculating costs stated in the contract are in accordance with industry standards.
- (c) Cost Reimbursement Contracts Allowed. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the District than any other contract type or that it is impracticable to obtain the supplies, services, or construction required except under such a contract, and the proposed contractor has an adequate accounting system to timely develop cost data and to allocate costs in accordance with generally accepted accounting principles.
- (d) Installment Payments. The District may make installment payments in accordance with U.C.A. 63G-6a-1208.

5.29 EMERGENCY PROCUREMENT

- 5.29.1 General: Emergency procurements shall be conducted as provided below and in accordance with the requirements set forth in U.C.A. 63G-6a-803. An emergency

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procurement may only be used when circumstances create harm or risk of harm to public health, welfare, safety, or property.

- 5.29.2 What Qualifies as an Emergency. Circumstances that may create harm or risk to health, welfare, safety, or property include:
- (a) Damage to a facility or infrastructure resulting from flood, fire, earthquake, storm, or explosion;
 - (b) Failure or imminent failure of a public building, equipment, road, bridge or utility;
 - (c) Terrorist activity;
 - (d) Epidemic;
 - (e) Civil unrest;
 - (f) Events that impair the ability of the District to function or perform required services;
 - (g) Situations that may cause harm or injury to life or property; or
 - (h) Other conditions as determined in writing by the Procurement Officer.
- 5.29.3 Limitations. Emergency procurements are limited to those procurement items necessary to mitigate the emergency.
- 5.29.4 While a standard procurement process is not required under an emergency procurement, when practicable, the District may seek to obtain as much competition as possible through use of phone quotes, internet quotes, limited invitations to bid, or other selection methods while avoiding harm, or risk of harm, to the public health, safety, welfare, property, or impairment of the ability of the District to function or perform required services.
- 5.29.5 When it is practical to do so, the Procurement Officer should be notified of the emergency condition prior to the acquisition of any material or supplies, goods, wares or merchandise as provided above. In the event an emergency which requires immediate action should arise after business hours, on a weekend or holiday and/or when it is otherwise not possible or convenient to notify the Procurement Officer, emergency purchases may be made by the department in charge without so notifying the Procurement Officer, but such purchases shall be reported to the Procurement Officer on the first working day after the occurrence. Where circumstances permit, the Procurement Officer may propose lists of approved vendors for emergency purchases.
- 5.29.6 A written determination documenting the basis for the emergency and the selection of the procurement item shall be kept in the contract file. The required documentation may be prepared after the emergency condition has been alleviated.

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5.30 BONDS

5.30.1 General: Performance and other bonds in such amounts as shall be reasonably necessary to protect the interests of the District may be required. The nature, form and amount of such bonds are to be described in the notice inviting bids or in the request for competitive sealed proposals, regardless of the procurement type (construction, equipment, etc.).

5.30.2 Construction: Invitations for Bids and Requests for Proposals for construction contracts estimated to cost more than **\$100,000** generally will require the submission of a bid bond in an amount equal to at least **5%** of the bid, at the time the bid is submitted, and the Procurement Officer may require a bid bond for a construction contract that is estimated to cost **\$100,000** or less. The General Manager, in his or her sole discretion, may require a bond amount in excess of 5% if necessary to protect the District.

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5.30.3 Other Procurements: Invitations for bids and requests for proposals for other procurements may require the submission of a bid security, including specifications for the form and type of bid security, when the Procurement Officer determines it to be in the best interest of the District.

5.30.4 Acceptable Bid Security Not Furnished: If a bid security is required and acceptable bid security is not furnished, the bid shall be rejected as nonresponsive, unless the failure to comply is determined by the Procurement Officer to be non-substantial. Failure to submit an acceptable bid security may be deemed non-substantial if:

- (a) The bid security is submitted on a form other than the required bid bond form and the bid security meets all other requirements of this Policy and the contractor provides acceptable bid security by the close of business of the next succeeding business day after being notified of the defective bid security;
- (b) Only one bid is received, and there is not sufficient time to re-solicit;
- (c) The amount of the bid security submitted, though less than the amount required by the Invitation for bids or requests for proposal, is equal to or greater than the difference in the price stated in the next higher acceptable bid; or
- (d) The bid security becomes inadequate as a result of the correction of a mistake in the bid or bid modification which is allowed by this Policy, if the bidder increases the amount of the guarantee to required limits within 2 business days after the bid opening.

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5.30.5 Forfeiture: If the successful bidder fails or refuses to enter into the contract or furnish the additional bonds required as provided above, the bidder's bid security may be forfeited.

5.30.6 Surety or Performance Bonds for Construction Procurement Items: The District shall comply with Utah Law when requiring performance bonds for construction projects, including but not limited to Utah Code §§ 63G-61-1101, et seq or applicable successor statute.

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(a) For bids that pertain to a construction project with an estimated cost of \$150,000 or more, the District shall require bid security in an amount equal to at least 5% of the amount of the bid for all competitive bidding for construction projects. Bid security shall be a bond provided by a surety company authorized to do business in Utah, the equivalent of cash, or any other form satisfactory to the state.

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(b) For construction contracts, the contractors shall provide a performance bond and a payment bond that are equal in amount to 100% of the price specified in the contract that is executed by a surety company authorized to do business in Utah or any other form satisfactory to the District.

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i. The payment bond shall be issued for the protection of each person supplying labor, service, equipment, or material for the performance of the work provided for in the contract.

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ii. The performance bond shall be delivered by the contractor to the District within fourteen days of the contractor receiving notice of the award of the construction contract. If a contractor fails to deliver the required performance bond, the contractor's bid/offer shall be rejected, its bid security may be enforced, and award of the contract may be made to the next lowest responsive and responsible bidder or the next highest ranked offeror.

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5.30.7 Surety or Performance Bonds for Non-Construction Procurement Items: The District may also require a performance bond on any non-construction contract with an estimated cost of \$150,000 or more as the Procurement Officer deems necessary to guarantee the satisfactory completion of a contract, provided the Invitation for Bids or Request for Proposals contains a statement that a surety or performance bond is required in an amount:

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- (a) Equal to the amount of the bid or offer;
- (b) Equal to the project budget or estimated project cost, if the budget or estimated project cost is published in the solicitation documents;
- (c) Equal to the previous contract cost, if the previous contract cost is published in the solicitation documents; or
- (d) The Invitation for Bids or Request for Proposals contains a statement that a surety or performance bond, in an amount less than the amount determined under Subsection 7.18.6(a), is required; and
- (e) The Invitation for Bids or Request for Proposals contains a detailed description of the work to be performed or item(s) to be provided for which the surety or performance bond is required.

Surety or Performance Bonds should not be used to unreasonably eliminate competition or be of such unreasonable value as to eliminate competition.

A payment bond is required for all non-construction contracts estimated to cost in excess of **\$150,000**, in the amount of 100% of the contract price. If a contractor fails to timely deliver the required payment bond, the contractor's bid or offer shall be rejected, its bid security may be enforced, and award of the contract shall be made to the next lowest responsive and responsible bidder or the next highest ranked offeror.

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5.30.8 Waiver. The Procurement Officer may waive any bonding requirement if it is determined in writing by the Procurement Officer that:

- (a) Bonds cannot reasonably be obtained for the work;
- (b) The cost of the bond exceeds the risk to the District; or
- (c) Bonds are not necessary to protect the interests of the District.

If the District fails to obtain a payment bond for a construction project, there may be liability to anyone furnishing labor or supplying materials for the construction project as provided in U.C.A. 14-11-19.

5.31 SURPLUS PROPERTY AND SALAVAGE

5.31.1 Disposal of Surplus Property:

- (a) All surplus property shall be reported to the Board including, after disposal of the surplus property, a report describing the property, whether the property

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has been or will be replaced, and the consideration received for the property by the District.

- (b) The Procurement Officer is authorized to dispose of District surplus property the salvage value of which does not exceed **\$10,000** that will not be required for future District use. The disposal of surplus property having a value in excess of designated threshold requires prior Board authorization. Surplus property is to be disposed of in a commercially reasonable manner as the Procurement Officer or the Board, should the Board so elect, sees fit, with all net proceeds of the disposal to be the property of the District.
- (c) Surplus property may be delivered, for disposal, to a reputable online, auction or other disposal service at the discretion of the Procurement Officer or as directed by the Board.
- (d) Surplus property which is sold through a public auction may be purchased by a District employee.
- (e) The foregoing shall not apply when the surplus property, such as a vehicle or equipment, is being “traded in” on the purchase of substitute property, provided that the acquisition of the substitute property is in conformance with the requirements of this Policy.

5.31.2 Salvage: Metal and other items of some residual value may be salvaged by employees of the District while working on District facilities and improvements. Such salvaged items continue to be the property of the District and are to be disposed of accordingly. As a consequence, all receipts from salvaging such items shall be the property of the District and shall be safeguarded and accounted for as such.

5.31.3 Donation, Disposal, or Destruction of Surplus Property: The Procurement Officer may donate to a charitable organization, destroy, or dispose of as waste any surplus property that is worth less than **\$50.00** without involvement of the Board if:

- (a) The surplus property fails to sell at auction;
- (b) The cost of selling the surplus property is greater than or equal to the value of the surplus property;
- (c) The surplus property is no longer usable;
- (d) The surplus property is damaged and either cannot be repaired or the cost of repair is greater than or equal to the value of the surplus property in a repaired state; or

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- (e) The surplus property can be replaced for less than the cost of repairing the surplus property.

5.31.4 Sale of Previously Purchased Procurement Items. Should surplus property be sold to a person from whom the District originally acquired the property (a “buyback purchaser”), U.C.A. 63G-6a-117 of the Procurement Code will apply. If the District sells property to a buyback purchaser for an amount in excess of the amount the District paid for the property, the District shall:

- (a) Require the buyback purchaser to pay cash for the item;
- (b) Not accept the excess repurchase amount in the form of a credit, discount or other incentive on a future purchase that the District may make from the buyback purchaser; and
- (c) Not use the excess repurchase amount to acquire an additional procurement item from the buyback purchaser.

5.31.5 Vehicles. For vehicles being surplus, the requesting department shall attach to the surplus request form a printout from Kelly Blue Book with the estimated value of the vehicle. If the item is being surplus on eBay, the Procurement officer will set the starting bid price at half of Kelly Blue Book value unless the department indicates otherwise. District logos and other markings identifying vehicles as District property shall be removed prior to sale.

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8. PERSONNEL

5.32 INTRODUCTION AND PURPOSE

5.32.1 The purpose of this Section is to set forth District policy and procedures for personnel administration. These Policies and Procedures shall be modified from time to time by the Board of Trustees.

5.32.2 The administration of this Section is the responsibility of the General Manager. The General Manager may establish additional policies, rules, and guidelines as deemed necessary for the efficient and orderly administration and supervision of the District, provided that any such policies, rules, and guidelines do not conflict with this Section

A copy of these Policies and Procedures, as well as any subsequent amendments or revisions shall be made available to all Trustees, officers, and employees of the District, who shall sign an acknowledgment indicating that they have received these Policies and Procedures.

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5.32.3

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5.32.4 All sections are intended as a general policy statement containing policy guidelines and not a contract, commitment or obligation of the District.

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5.33 EMPLOYMENT

5.33.1 EMPLOYMENT POLICY

8.2.1.1 Employment by the District shall be based upon open competition, based upon an individual's merit, and be free from personal and political considerations. To achieve these objectives, the following policies and procedures shall be observed.

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5.33.2 EQUAL EMPLOYMENT OPPORTUNITY

8.2.2.1 The District is committed to Equal Employment Opportunity for all employees and applicants. To this end, the District shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, age, or any other classification prohibited by federal, state or local law.

5.33.3 NEPOTISM

8.2.3.1 For purposes of this Subsection, "Relative" means a father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, uncle, aunt, nephew, niece, grandson, granddaughter, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-

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brother, step- sister, step-children or step-parents.

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8.2.3.2 No Trustee, officer, or employee of the District shall hire, appoint, or recommend or vote for the hiring or appointment of a Relative for employment with the District unless the General Manager finds that the Relative may be hired under U.C.A. 52-3-1 and this Subsection;

8.2.3.3 A Trustee, officer, or supervisor who has a Relative in any position of employment with the District shall not recommend, vote, or any way attempt to influence decisions relating to the Relative as to salary, wages, compensation, benefits, or duties. If applicable, the Trustee shall excuse himself from any consideration with respect to decisions of the Board that may affect that Trustee's Relative.

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8.2.3.4 After the effective date of these AR&Rs, a person may not be hired by the District who shall be paid by District funds and who is a Relative of any member of the Board of Trustees or officer or who shall be directly supervised by a Relative, unless doing so complies with U.C.A. 52-3-1; namely that the Relative:

- (a) is eligible or qualified to be employed as a result of the Relative's compliance with civil service or merit system laws or regulations;
- (b) shall be compensated from funds designated for vocational training;
- (c) shall be employed with the District for 12 weeks or less;
- (d) would be a volunteer, which is defined as someone working for the District without receiving compensation; or
- (e) is the only person available, qualified, or eligible for the position as found by the General Manager in writing.

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8.2.3.5 No Trustee, officer, or employee of the District shall directly supervise a Relative unless:

- (a) The Relative satisfies one of the criteria listed in Subsection 8.2.3.4
- (b) The Relative was hired before the supervisor assumed their supervisory role; or
- (c) The General Manager finds in writing that the employee whose Relative is seeking employment with the District is the only

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individual available or best qualified to supervise the functions of the position.

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8.2.3.6 If a Trustee, officer, or employee of the District is authorized to supervise a Relative, he or she shall:

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- (a) Submit a complete written disclosure of his or her relationship with the Relative to the Board;
- (b) Not evaluate the job performance or recommend salary or pay increases for the Relative (see Addendum D, Special Nepotism Policy).

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5.33.4 SELECTION AND RECRUITMENT

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8.2.4.1 The District is committed to filling open positions with current employees when a qualified employee is available. All non-lead job openings shall be first posted in-house for 5 working days. Employees shall be permitted to bid on any non-lead job openings before the District hires new people to fill vacancies. Those non-lead jobs open for bid shall be awarded by seniority, subject to candidates satisfying the minimum certification requirements for the position.

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8.2.4.2 For management positions, existing employees shall be permitted to bid on any lead job openings before the District hires new people to fill the vacancies. All bidding on open lead positions by employees of the District, other than those set forth in Section 3.6.1(c) of these AR&Rs, shall be based on the most qualified candidate from the seniority list, as determined by the District's interviewing process, with the most senior employee provided an additional 20 points to his or her interview score. The interview score shall be determined by the employee's answer to ten interview questions to determine leadership qualities, with each question providing a possible score of ten points. The interview panel shall consist of the General Manager, the HR Manager, the Operations Manager or Wastewater Manager, and Legal Counsel. a

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8.2.4.3 Any employee selected to fill an open position, whether a lead position or a non-lead position, shall be allowed up to a thirty (30) day probationary period to demonstrate that he or she will adequately perform the duties of that position. If he or she fails to adequately perform, the employee may return to his or her former job.

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8.2.4.4 In selecting an employee for an open position, the District retains the right to hire a current employee who may not at the time of hire possess all necessary qualifications. In such circumstance, he or she may be hired subject to the condition that he or she become qualified. Further, notwithstanding any definition of probationary period found elsewhere in these rules and regulations, the length of the probationary period for such employee extends from the date of promotion to thirty (30) days after he or she has obtained all necessary

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Deleted: If a District employee does not apply or a qualified employee is not available, jobs may be filled through other appropriate means.

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qualifications, which the General Manager may extend with the Board’s consent. In the event that the qualification period exceeds sixty (60) days, unless extended, the District is not required to return the employee to his or her former job but may place the employee in a different job so long as the placement does not result in a reduction of salary.

5.33.5 EMPLOYMENT STATUS

8.2.5.1 Employees shall be classified as follows:

- a. Executive Employee – An employee appointed by the Board of Trustees with managerial or supervisory authority over department, division, or similar subdivision. The General Manager, Water Operations Manager, Wastewater Operations Manager, Controller, Human Resource Manager, and District Engineer, together with any other position exempt from the Magna Water District Labor Agreement, are Executive Employees. The Board may, in its discretion, designate other positions as Executive Employees.
- b. Occupational Employee – A full time employee and not occupying a Temporary, Exempt, or Executive position, and who receives such employee benefits as provided by the District.
- c. Part Time Employee – An employee regularly scheduled for less than 30 hours per week.
- d. Temporary Employee – An employee hired or leased for a limited period of time, not to exceed six months. This six month limitation, when applied to leased employees, shall be per opening. The District may move a leased employee from opening to opening so long as each time it is on a temporary basis.
- e. Unless specifically referenced, the term “Employee” as defined in this Section 8 shall not include volunteers or any Trustee on the Board of Trustees.

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5.33.6 PROBATIONARY PERIOD

8.2.6.1 All individuals when first employed by the District, or who are re-employed by the District after termination for any reason, shall serve a probationary period. Employees may serve more than one probationary period, upon approval of the General Manager, in connection with any of the following personnel actions: promotion, transfer between cost centers, disciplinary action, or as a result of a performance evaluation.

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8.2.6.2 A probationary period shall not exceed one hundred eighty (180) days.

8.2.6.3 The probationary period is a time during which employees receive close evaluation and a full review at the end of this period by the Department Manager and the General Manager to determine if they can perform the functions and accomplish the tasks required in the position and whether they have obtained the necessary certifications, licenses, and/or other required credentials.

8.2.6.4 A new employee may be terminated or an employee on probation due to promotion may be returned to his or her prior position before completing probation if it is determined that the employee cannot meet the position requirements satisfactorily for the job or fully comply with the provisions of these AR&Rs, specifically including the standards of conduct contained in Section 8.7. If (1) the promoted employee was promoted subject to becoming qualified as described in 8.2.4.4 and (2) the period to become qualified exceeds sixty (60) days, a promoted employee may be returned to a different position so long as the employee does not receive a reduction in salary.

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5.33.7 PRE-EMPLOYMENT CHECKS

8.2.7.1 Each person seeking employment by the District shall consent to the following tests and checks as a pre-condition to any employment by the District:

- a. Drug and Alcohol Tests
- b. Background checks, including, but not limited to, credit checks, criminal checks (federal and multi-state), driving history (DMV), employment verification, reference checks, and social security checks.
- c. Verification of a person's right to legally work in the United States.

8.3 COMPENSATION & WORK SCHEDULES

8.3.1 Employees are compensated for the work they perform.

8.3.2 Temporary Merit money may be budgeted annually to reward employees who contribute more than their position requires.

8.3.3 A shift differential may be paid to employees working the afternoon or night shifts. Any amount of the differential must be approved by the Board of Trustees as a part of the annual budget.

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The normal work week for all employees shall consist of 40 hours. The standard schedule shall consist of four 10-hour workdays Monday through Thursday (the “4/10 hr work week”).

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8.3.3.1 It is the District’s policy that all employees, including all Executive Employees, report to work at the start of their scheduled work time. Any failure to report to work at the beginning of the scheduled work time shall constitute a tardy unless otherwise excused by the employee’s supervisor.

Deleted: <#>An optional schedule consisting of five eight-hour work days Monday through Friday (the “5/8 work week”) may also be used at the discretion of the District for one or more groups, divisions, or departments of employees who work in the Office, Wastewater Treatment/Collections Plant, or Water Department. The 5/8 work week may be used on a temporary basis, seasonally, or on a year-round basis, also at the discretion of the District.

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8.3.4 It is the policy of the District to request overtime, call-out or stand-by of employees in cases of need only, and to provide employees overtime, call-out, stand-by, and meal compensation for work based on employment classification.

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8.3.7 OVERTIME

8.3.7.1 Employees, other than Executive Employees, shall be paid an overtime rate as required by federal, state, and local law and any applicable collective bargaining agreements, provided that there shall be no pyramiding of overtime and overtime shall not be under more than one of the above classes of overtime for the same hours worked. Sick leave shall not be considered as time worked when determining overtime compensation.

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8.3.7.2 It is the responsibility of the Department Manager and the General Manager to determine whether overtime work shall be required and all overtime must be approved by the Department Manager and the General Manager.

8.3.7.3 Payment for overtime worked shall be made in conjunction with the pay period in which the overtime took place.

8.3.8 CALL-OUTS

8.3.8.1 Employees, other than Executive Employees, who are called out after completing their normal shift shall be eligible for call-out pay. Such employee shall be paid at the overtime wage rate of one and one-half hour for each hour worked.

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An employee who is also charged with the responsibilities identified in paragraph 8.3.8.3 and who is required to return to work is not entitled to any additional pay under this paragraph unless the actual time worked exceeds three hours. In such circumstances, he or she shall be compensated for his or her actual time worked above three hours.

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8.3.8.2 Any employee called out to work other than their regular shift shall be paid at the overtime wage rate, with a minimum payment equivalent to three (3) hours of work. This, however, shall not apply to overtime work performed consecutive to the regular shift.

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8.3.8.3 ~~Other than Executive Employees, all Employees, including on-call Employees, who continue to work after completing a normal work day shall be paid their hours at the regular overtime rate and shall not be eligible for call-out pay.~~

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8.3.8.4 Employees who are on-call during weekdays (Mon–Thurs), shall receive additional compensation of three (3) hours pay, per day on call, at their hourly overtime rate. Employees who are on-call during the weekend (Friday, Saturday, Sunday) or on a holiday set forth in Article 16 shall receive additional compensation of four (4) hours pay, per day on call, at their hourly overtime rate.

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8.3.9 ON CALL

8.3.9.1 In an effort to keep call response times to a minimum, employees designated to be in "On Call Status" shall be eligible for on call pay at the rate of one-and-one-half hour for each hour worked with a minimum of three hours as approved in the annual budget for each 24 hour period of on call status. An employee who is also charged with the responsibilities identified in paragraph 8.3.8.2 while he or she is on On Call Status under this paragraph is not entitled to receive On Call Pay unless he or she is on On Call for more than three hours. In such circumstance, he or she shall be compensated the On Call Rate for actual time worked beyond the three hours.

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8.3.9.2 In an effort to keep call response times to a minimum, employees designated to be in "On Call Status" shall be able to use the company vehicle for personal use, under the following circumstances:

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(a) There will be no unauthorized passengers allowed in the company vehicle at any time;

(b) The employee does not drive more than 10 miles away from his or her residence while in "on call status," unless said employee is driving towards

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the District’s facilities,
therefore lessening any potential call response
time;

- (c) Any use of company vehicles needs to be within
reason; and
- (d) The maximum on-call response time shall be 30
minutes for all employees added to the on-call
rotation and employees hired after June 1, 2023.
All employees on the on-call rotation prior to
June 1, 2023, are grandfathered and are not
subject to the maximum on-call response time.

8.3.9.3 Construction On-Call: The requirements for the on-call rotation pool for
construction are as follows:

- (a) Minimum of 6 employees on the rotation;
- (b) Minimum certifications of Grade I Water
Distribution and Grade I Sewer Collections; and
- (c) Employee joining the rotation and being removed
from rotation will be determined by the
Operations Manager, based on being found
competent in the areas of coverage.

8.3.9.4 Wastewater Treatment Plant On-Call: The requirements for the on-call rotation
pool for Wastewater Treatment Plant are as follows:

- (a) Minimum of 4 employees on the rotation;
- (b) Minimum certifications of Wastewater Treatment
II (which may be waived by the Wastewater
Manager if deemed necessary and current on-call
employees will be grandfathered in); and
- (c) Employee joining the rotation and being removed
from rotation will be determined by the
Wastewater Operations Manager based on being
found competent in the areas of coverage.

8.3.9.5 EDR Plant On-Call: The requirements for the on-call rotation pool for the EDR
Plant are as follows:

- (a) Minimum of 4 employees on the rotation;
- (b) Minimum certification of Water Treatment IV
(which may be waived by the Water Operations
Manager if deemed necessary and current on-call
employees will be grandfathered in); and
- (c) Employee joining the rotation and being removed
from rotation will be determined by the Water
Operations Manager based on being found
competent in the areas of coverage.

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8.3.9.6 Executive Employees and employees whose primary functions are clerical shall not be eligible for on-call compensation.

8.3.10 BONUSES

8.3.10.1 The General Manager, with Board approval, may from time to time give one or more employees a discretionary bonus in recognition of outstanding service, for service beyond one’s normal duties, or for other such purposes as the General Manager and the Board of Trustees deem appropriate.

8.3.10.2 In accordance with this Section, the General Manager, in his or her discretion, may award bonuses in the amount of \$50 per occurrence, with a maximum of \$1,500 per employee per year, for efforts or service deemed to be exceptional or outstanding (a “Stretch Bonus”). No more than one Stretch Bonus may be given for the same or substantially similar act. Additionally, employees shall not be considered for a Stretch Bonus for performance which is routinely expected to be performed as part of his or her job responsibilities.

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8.3.10.3 The General Manager and the Board of Trustees have determined that bonuses under this section in the amount of \$150 are appropriate and shall be paid for each new certification obtained by the employees of the District after the effective date of this provision and until such time as this provision is altered, amended, or rescinded by the Board of Trustees.

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8.3.10.4 The District shall use the following schedule when providing awards to eligible employees upon their retirement or upon their completion of certain years of service with the District, provided that the General Manager may decline or withhold an award if the employee is subject to a disciplinary proceeding or an investigation into the employee’s performance or misconduct:

- (a) Retirement:
- i. 40 or more years of service: \$2,000
 - ii. 35 – 39 years of service: \$1,750
 - iii. 30 – 34 years of service: \$1,500
 - iv. 25 – 29 years of service: \$1,250
 - v. 20 – 24 years of service: \$1,000
 - vi. 15 – 19 years of service: \$750
 - vii. 10 – 14 years of service: \$500
 - viii. 5 – 9 years of service: \$250
 - ix. Less than 5 years of service: N/A

- (b) Years of service:
- i. 45 or more years of service \$ 500

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ii.	40 years of service:	<u>\$450</u>
iii.	35 years of service:	<u>\$400</u>
iv.	30 years of service:	<u>\$350</u>
v.	25 years of service:	<u>\$300</u>
vi.	20 years of service:	<u>\$250</u>
vii.	15 years of service:	<u>\$200</u>
viii.	10 years of service:	<u>\$150</u>
ix.	5 years of service	<u>\$100</u>

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8.4 ATTENDANCE AND LEAVES

8.4.1 HOLIDAYS

8.4.1.1 The District recognizes twelve designated days throughout the year as paid holidays. Under normal circumstances, the District shall observe the following holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
<u>Juneteenth</u>	<u>June 19</u>
Independence Day	July 4
Pioneer Day	July 24
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

- Commented [A46]:** Update per Union contract.
- Deleted:** Christmas Eve December 24th
- Deleted:** For employees on a 5/8 work week schedule, if any of these designated holidays fall on a Saturday, it shall be observed on the preceding Friday. If one of these holidays falls on a Sunday, it shall be observed on the following Monday. For employees on a 4/10 work week schedule, it shall be observed on the following Monday.
- Deleted:** or a
- Deleted:** it shall be observed on the preceding Thursday. If designated holidays fall on a consecutive Friday and Saturday, it shall be observed on the preceding Wednesday and Thursday. If a designated holiday falls on a Sunday, it shall be observed on the following Monday....

8.4.1.2 When work is performed on the above holidays, it shall be paid for at two and one-half (2 1/2) times the basic rate of pay and if no work is performed, the employee shall be paid at the regular straight time for a ten (10) hour day for a 4/10 work week. If a designated holiday falls on a Friday, Saturday, or Sunday, employees shall be paid for the hours worked that week and receive pay for an additional ten (10) hours representing the holiday. The District retains discretion to schedule alternative days off for any employee if at any point a designated holiday would leave the District with insufficient manpower as to be able to cover day-to-day operations at all times.

- Commented [A47]:** Same.
- Deleted:** to schedule alternative days off in order to assure the District has the appropriate manpower at all times.

8.4.1.3 All employees who are on the active payroll and have been employed by the District for at least thirty (30) days, except Part-Time and Temporary employees, are eligible to take holidays off with pay.

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8.4.1.4 If a holiday falls within an employee's use of approved vacation, it shall not be charged against the employee's accrued vacation.

8.4.1.5 Employees whose scheduled day off falls on a holiday, shall receive one day of vacation in lieu of holiday leave.

8.4.1.6 Employees working a regular shift on a holiday shall be paid regular time for the holiday plus time and one-half for hours worked on the holiday.

8.4.2 VACATION

Commented [A48]: Add schedule for new executive employees so they don't have zero hours. Clint developed an outline. Need to discuss how a new employee who negotiates a certain amount of leave fits in to the leave schedule. Starting point is two weeks with one additional week. Andrew will send his letter.

8.4.2.1 Absences not specifically covered by other provisions shall be chargeable to vacation to the extent it has been accrued.

Commented [A49R48]: Done - see below.

8.4.2.1.1 Any Executive Employee that is absent from work for more than four (4) hours ("Extended Absence") during his or her regular daily work schedule shall charge such Extended Absence to vacation or sick leave to the extent it has been accrued. If there is no accrued vacation to cover the Extended Absence, the District shall not deduct any portion of the Executive Employee's salary to account for the Extended Absence.

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8.4.2.2 All employees, except Part-time and Temporary employees, shall be eligible for vacation, which may be on a different schedule as recommended by the General Manager and approved by the Board, provided that any such schedules shall comply with all union and other employment contracts.

Commented [A50]: Is this accurate?

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8.4.2.3 All employees of the Employer shall receive one (1) week vacation with pay at the end of one (1) year of continuous service, two (2) weeks of vacation with pay at the end of two (2) years of continuous service, three (3) weeks of vacation with pay at the end of seven (7) years of continuous service, four (4) weeks of vacation with pay after fifteen (15) years of continuous service and each year of services thereafter; five (5) weeks of vacation with pay after twenty (20) years of continuous service and six (6) weeks of vacation with pay after twenty-five (25) years of continuous service and each year of service thereafter, with gradual increases for each of year of continuous service beginning with eleven (11) years of continuous service, as shown below:

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After eleven (11) years	-three weeks plus 8 hrs
After twelve (12) years	-three weeks plus 16 hrs
After thirteen (13) years	-three weeks plus 24 hrs
After fourteen (14) years	-three weeks plus 32 hrs
After fifteen (15) years	-four weeks

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After sixteen (16) years -four weeks plus 8 hrs
After seventeen (17) years -four weeks plus 16 hrs

After eighteen (18) years -four weeks plus 24 hrs
After nineteen (19) years -four weeks plus 32 hrs
After twenty (20) years -five weeks
After twenty-one (21) years -five weeks plus 8 hrs
After twenty-two (22) years -five weeks plus 16 hrs
After twenty-three (23) years -five weeks plus 24 hrs
After twenty-four (24) years -five weeks plus 32 hrs
After twenty-five (25) years -six weeks

Vacation shall be based on a forty (40) hour week at the basic rate in effect at the time vacation is taken. A change in classification in less than six (6) months before vacation is taken shall not affect basic rate in computing vacation. Layoff because of lack of business shall not be considered a break in continuous service. Vacation pay shall be paid employees on the pay period prior to their taking vacation, if requested by employee.

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8.4.2.4 The District may negotiate the initial vacation allotment for new executive employees up to three (3) weeks, provided such agreement is part of a written offer of employment or employment agreement. Such offers or agreements are intended only to accelerate and establish the starting point and upcoming years in which increases will occur. Executive Employees will be eligible for one (1) additional week of vacation at seven (7) years and fifteen (15) years of employment. At twenty-one (21) years of service, Executive Employees will be eligible for an additional day of vacation until the employees reach twenty-five (25) years of service for a total of up to six (6) weeks. Notwithstanding the foregoing, the District may not offer any employee more than six weeks of vacation time for any reason.

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8.4.2.5 Employees who are terminated shall receive vacation pay at a prorated rate at the time of termination in lieu of vacation time.

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8.4.2.6 Employees who have completed one (1) full year of continuous service and who are eligible for vacation shall be allowed, after January 1st of any subsequent year, to take their vacation accruing during that subsequent year at any time during that subsequent year and shall not have to wait for their hiring anniversary date to accrue and use said leave.

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8.4.2.7 Up to eighty (80) hours of vacation in any calendar year may be paid in cash during the last two (2) months of the calendar year upon the employee's written request, provided such written request is made no later than November 15 of that year, or the next business day if November 15 falls on a weekend or holiday.

8.4.2.8 Vacation may not be accrued and held unused beyond the end of the calendar

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year and all unused vacation accumulated during the year shall be forfeited on December 31st of such year.

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8.4.2.9 Employees who are terminated or resign their employment shall receive vacation pay for all unused vacation time at their current gross salary rate which has been accumulated preceding their date of termination at their current wage or salary.

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8.4.2.10 When possible, time off for vacation shall be requested at least one week in advance. All vacation must be approved by the Department Manager or the General Manager. Consideration shall be given to the employee's seniority and preference when scheduling vacations; however, vacations must be scheduled to provide minimum interference with normal operations. In the event that two employees select the same period for vacation, vacation shall be granted as follows: Each employee must schedule all vacation at the beginning of each quarter. An employee's request for vacation in a particular quarter must be submitted on the first working day of the week immediately preceding that quarter. An employee requesting vacation at the beginning of the quarter shall have preference over any employee subsequently requesting leave. If more than one employee requests the same date for vacation at the beginning of the quarter or if no such request was made, the request of the employee having seniority shall have preference over the request of an employee with less seniority (Junior Employee). The preference is subject to the override of the General Manager if, in his discretion, (1) the leave request of the later-requesting or Junior Employee is for a more urgent or important matter and (2) permitting leave to each employee requesting leave would leave the District with insufficient manpower.

8.4.3 SICK LEAVE

8.4.3.1 An employee shall earn sick/personal leave at the rate of two (2) hours per pay period and shall be able to accumulate an unlimited number of sick/personal leave days. An employee may use sufficient personal/sick leave to allow the employee to take an additional full day of vacation if his or her vacation hours are insufficient to complete a full work day.

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8.4.3.2 Employees who now have a bank of sick/personal leave shall retain this bank. In the event an employee is terminated or quits the District for any reason, except for just cause, the employee shall receive one-hundred percent (100%) of his/her accumulated sick leave.

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8.4.3.3 Employees who are incapacitated by illness, injury, maternity, or whose attendance is prevented by public health requirements, shall be granted sick leave with pay to the extent accrued. The District reserves the right to require a note from a physician for use of such leave.

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8.4.3.4 If an employee is going to miss a regular day shift due to injury or illness, the employee shall personally, when possible, talk to the appropriate Supervisor within the first 30 minutes of the scheduled shift and advise the Supervisor of the health condition. If the absence is prolonged, the employee shall call in daily to keep the Supervisor informed of the recovery progress, unless this requirement is waived by the General Manager or by law.

8.4.3.5 All employees must obtain prior approval from their immediate supervisor for absences because of medical and dental appointments.

8.4.3.6 The intent of a medical leave of absence is to provide an employee the necessary time to recover from an injury or illness. Use of Sick Leave for medical leaves of absence must be approved by the Department Manager and General Manager in advance.

8.4.3.7 The District reserves the right to require an examination by a physician of its choice if there is a question regarding the employee's physical ability to start or to remain on a medical leave.

8.4.3.8 Employees receiving disability or worker's compensation benefits may use accrued sick leave and vacation, to the extent available, to pay the difference between the disability or worker's compensation benefit and the employee's base salary.

8.4.3.9 An employee returning to work after a medical leave of three or more days must provide his or her immediate Supervisor with a written release from a licensed physician to resume expected job duties. This release must be reviewed by the General Manager prior to the employee's return to work.

8.4.3.10 Unless terminated for cause, upon termination an employee shall be paid for all unused sick leave at his or her current wage or salary.

Commented [A52]: Stated above

Commented [A53R52]: Add other illnesses in addition to COVID.

Commented [A54]: Here is a relatively simple example of an emergency leave policy but we can discuss it further. We may want to adopt this a separate policy outside of the AR&Rs because hopefully COVID is temporary and will go away eventually.

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8.4.4 EMERGENCY LEAVE FOR PUBLIC HEALTH EMERGENCIES

8.4.4.1 Eligibility. All employees are eligible for emergency paid sick leave.

8.4.4.2 Reason for Leave. An employee shall take emergency paid sick leave if they are unable to work (or telework) because:

(a) They are subject to a federal, state, or local quarantine or isolation order related to a public health emergency;

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(b) They have been advised by a health care provider to self-quarantine

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because of a public health emergency;

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(c) They are experiencing symptoms of a public health emergency and are seeking a medical diagnosis;

(d) They are caring for an individual or are advised to quarantine or isolate;

(e) They are caring for a child whose school or place of care is closed, or whose childcare provider is unavailable, due to a public health emergency precautions; or

Commented [A55]: These may not be practical but I've seen them in other policies, so I thought I would propose them.

(f) They are experiencing substantially similar conditions to public health emergency as specified by the U.S. Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

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8.4.4.3 Duration/Compensation. Employees are entitled to:

8.4.4.3.1 Full-time employees: up to 80 hours of pay at their regular pay rate annually, unless the General Manager approves otherwise. However, when caring for a family member (for reasons d, e, and f under Subsection 8.4.4.2 above), sick leave is paid at half the employee's regular rate.

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Commented [A56]: Just throw out numbers for discussion.

8.4.4.3.2 Part-time employees: Pay for the number of hours the employee works, on average, over a two-week period.

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8.4.4.4 Leave Rules. You may elect to use emergency paid sick leave before using any accrued paid leave. No leave provided by the District before the effective date of these AR&Rs may be credited against your leave entitlement. In addition, emergency paid sick leave cannot be carried over. Requesting Leave If you need to take emergency paid sick leave, provide notice as soon as possible. Normal call-in procedures apply to all absences from work.

Deleted: <#>Paid leave under this policy is limited to \$ [redacted] per day or \$ [redacted] in total where leave is taken for reasons a, b, and c under Subsection 8.4.4.2 (generally, an employee's own illness or quarantine); and \$ [redacted] per day (\$ [redacted] in total) where leave is taken for reasons d, e, and f under Subsection 8.4.4.2 (care for others or school closures). ¶

8.4.4.5 Retaliation. The District will not retaliate against employees who request or take leave in accordance with this policy.

8.4.5 LONG-TERM MILITARY LEAVE OF ABSENCE

8.4.5.1 The District shall grant military leave of absence as required by law. Upon return from military service, the employee shall be reinstated as required by law.

8.4.6 SHORT-TERM MILITARY LEAVE OF ABSENCE

8.4.6.1 Any employee who is required to report for short-term military training or service should request approval from the Department Manager and the District manager.

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8.4.6.2 In some circumstances, it may be necessary for the employee and the District to request an exemption from tour of duty.

8.4.6.3 Military time service longer than 80 hours shall be considered a Long-Term Military Leave of Absence.

8.4.6.4 Required weekend duty should be on the employee's own time. If necessary, the employee should make arrangements so that the employee is not scheduled to work on those weekends.

8.4.6.5 All employees who are required to attend military training or service shall be granted a leave of absence without pay.

8.4.7 **BEREAVEMENT**

8.4.8 All employees shall receive five (5) days of bereavement leave upon the death of any member of the employee's immediate family. For purposes of this Subsection, immediate family means the employee's spouse, domestic partner, son, daughter, step-children, mother, ~~father, father-in-law, and mother-in-law.~~

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8.4.9 All employees shall receive three (3) days of bereavement leave upon the death of any member of the employee's extended family. For purposes of this ~~Subsection,~~ extended family means the employee's step-parents, sister, brother, ~~grandmother, grandfather, grandchildren of either parent, sister-in-law and/or brother-in-law.~~

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8.4.10 Bereavement leave may be used at the employee's discretion, from the date of death through a period of three (3) weeks thereafter. Bereavement can be broken up and does not have to be used during consecutive days, as long as it is taken within the aforementioned (3) weeks.

8.4.11 Temporary employees are not eligible to receive bereavement leave.

Commented [A58]: Change to be consistent with Union contract.

8.4.12 **COURT LEAVE**

8.4.12.1 Executive and Occupational employees who are required by municipal, state, or federal governments to perform court duty as a juror, shall be granted leave for the duration of such duty at their regular rate of pay minus any amount he or she received in payment for jury duty.

8.4.13 **TRAINING LEAVE**

8.4.13.1 Upon recommendation of the Department Manager, leave with full or partial pay may be granted by the General Manager for attendance at professional conferences and meetings for education or training purposes when these

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activities are in the interest of the District.

8.4.14 LEAVE WITHOUT PAY

- 8.4.14.1 Written requests for extended leaves of absence shall be granted only under documented extreme and unusual circumstances. All leaves of absence without pay must be submitted to the General Manager for approval.
- 8.4.14.2 Consideration may be given to requests and recommendations for unpaid absence if all other leave has been exhausted.
- 8.4.14.3 During a leave of absence, an employee may continue participation in the District's benefit programs.
- 8.4.14.4 Vacation days or sick leave days shall not accrue while the employee is on leave without pay, except to the extent required by federal law.
- 8.4.14.5 Return from leave of absence status is subject to and contingent upon availability of current openings for which the employee is qualified. The District is not obligated to and may not be able to place an employee in the same job or in the same department.
- 8.4.14.6 During a leave of absence, the workload of the employee on leave shall be absorbed by other employees to the extent possible. A temporary employee may be hired if the workload cannot be absorbed by others. If the leave extends beyond the time that was granted, the Department Manager and the General Manager shall determine whether or not the employee must be replaced either temporarily or permanently.
- 8.4.14.7 An employee may be placed on probation upon return to work.

8.4.15 FAMILY AND MEDICAL LEAVE

- 8.4.15.1 The District may be required in some circumstance to offer family and medical leaves of absence in accordance with the Family and Medical Leave Act (FMLA). The District shall administer such leaves of absences in accordance with FMLA and other applicable federal and state law. The General Manager shall prepare, and update as appropriate, written guidelines to implement this policy and shall provide a copy of those guidelines to each employee. The type and length of leave, and compensation to be received, if any, during the leave shall also be set forth in those guidelines. FMLA leave may also be requested under the provisions of "Leave Without Pay".

8.4.16 TARDINESS

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8.4.16.1 Employees, including Executive Employees, who, for any reason, shall be late in reporting for work, should make every attempt to contact their Supervisor.

8.4.16.2 Employees, including Executive Employees, who, because of personal business, must be absent from work should arrange with their Supervisor to be excused.

8.4.16.3 The immediate Supervisor of the employee is responsible for maintaining lateness records for all employees for whom time sheets are issued. After an employee, including Executive Employees, receives three tardies in any ninety (90) day period, corrective action may be taken by the Supervisor with the approval of the General Manager.

8.5 BENEFITS

Commented [A59]: Lelsle suggested incorporating the executive compensation addendum into the AR&R. Reference the addendum for executive employees. Provide clarification in the addendum, which Lelsle is revising.

8.5.1 MEDICAL, DENTAL AND VISION INSURANCE

8.5.1.1 All employees, except Part Time and Temporary, are eligible for coverage under such medical, dental and optical insurance as the District may from time to time provide.

8.5.1.2 Employees become eligible for such insurance on the first day of the month next following completion of two (2) calendar months of employment during which he/she worked at least eighty (80) hours.

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8.5.1.3 The District shall pay such portion of the premiums as are negotiated from time to time.

8.5.1.4 Upon termination of employment, eligible employees may be entitled to continue coverage at the group rate under federal, state, or local law.

8.5.2 LIFE INSURANCE

Commented [A60]: Union employees have some life insurance through the Union. The District pays for \$200,000 of life insurance for executive employees

8.5.2.1 All employees, except Part Time and Temporary, are eligible for such life insurance as the District may from time to time provide.

8.5.2.2 Employees shall become eligible to apply for such insurance 90 days after their hire date.

8.5.2.3 The District will not be required to provide life insurance for employees if the District's life insurance carrier declines to insure the employee.

Commented [A61]: Disability is offered through the Union Health and Welfare – I'm not sure if it's long term or short term or both. Executives are offered something different.

8.5.3 LONG TERM DISABILITY

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8.5.3.1 All employee, except Part Time and Temporary, are eligible for such long term disability coverage as the District may from time to time provide.

8.5.3.2 Employees shall become eligible to apply for such insurance on their hire date.

8.5.4 WORKERS' COMPENSATION

8.5.4.1 The District provides Workers' Compensation for its employees as required by State law.

8.5.5 UNEMPLOYMENT INSURANCE

8.5.5.1 The District provides unemployment compensation benefits as required by Federal and State laws.

8.5.6 DRUG AND ALCOHOL REHABILITATION

8.5.6.1 The District's policy is to maintain a work place free from drugs and alcohol. To this end, the District has developed a program for evaluating and testing current employees and new hires so that a drug and alcohol free environment is maintained as set forth in Section 8.11 below.

8.5.7 RETIREMENT BENEFITS

8.5.7.1 All employees, except Part Time and Temporary, are eligible for coverage under such retirement plans as the District may from time to time provide.

8.5.7.2 Early retirement incentives may be offered an employee upon the recommendation of the General Manager and approval by the Board of Trustees, when early retirement best meets the needs of the District.

8.5.8 UNIFORMS

8.5.8.1 For safety considerations, employees will be required to use uniforms and a laundering service, both of which will be provided by the District, except Executive, Part Time, Temporary, and Clerical employees.

8.5.8.2 The District will provide each employee required to use uniforms safety footwear that are slip resistant and protective-toed as selected by the employee from a supplier designated by the District each calendar year at a minimum or as determined by an Operations Manager.

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¶
The District will provide up to \$150 per employee to purchase boots each calendar year.¶

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Commented [A67]: Incorporate approved Addendum H.

Commented [A68R67]: It's now Addendum E, which is included in the separate Addenda document.

8.5.8.3 All Executive employees shall be eligible to receive one (1) District T-Shirt per year that is embossed with the District's logo.

8.5.9 BENEFITS FOR EXECUTIVE EMPLOYEES

8.5.9.1 It is the District's policy that as employees leave the Union to become Executive Employees and are thus no longer eligible for benefits under the Union Contract, the District shall provide the same types of benefits that were provided to the District's other employees under the Union Contract, but at a level which is the same as, or greater than, the level of benefits that are provided to the District's Union employees, so that no employee's benefits package is reduced as that employee becomes an Executive Employee. The District Executive Benefits are described in Addendum E.

8.5.9.2 All Executive Employees are eligible for coverage under such benefit plans as the District may from time to time provide for Executive Employees for each type of benefit types listed under this Section 8.5, which in no case shall be provided at a level which is less than that being provided to the District's other employees.

8.6 TRAINING, DEVELOPMENT & CERTIFICATIONS

8.6.1 TRAINING AND DEVELOPMENT

8.6.1.1 The District encourages and promotes the self-improvement of its employees. To that end, the District has established an Education and Training Reimbursement Program. The purposes of the Education and Training Reimbursement Program are:

- (a) To ensure that employees are fully trained for their current positions.
- (b) To prepare employees for positions in which they shall be able to make even greater contributions to the achievement of District goals.
- (c) To improve employees' commitment to their jobs and to the District.

8.6.1.2 The District may provide in-house training programs for employees as needs arise and as it is able to provide and schedule adequate training. The District shall pay one hundred percent (100%) of the costs of such in-house training.

8.6.1.3 Employees may travel to job-related seminars and conferences as budgeted and approved by the General Manager and the Board of Trustees. The District shall pay one hundred percent (100%) of the employee's expenses.

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8.6.1.4 Travel expenses shall be governed by the District's "Travel Policy" (Addendum F).

8.6.1.5 Employees may be eligible for reimbursement of certain expenses for individual training.

8.6.1.5.1 All employees, except Temporary, may be eligible.

8.6.1.5.2 All courses must be approved by the General Manager in advance.

8.6.1.5.3 The District shall not pay for a course if the employee receives financial aid for the same course from any other source, such as Veteran's benefits, scholarship, grant or other educational subsidy. If an employee receives partial payment for a course from another source, the District shall pay the difference up to the allowed reimbursement amount.

8.6.1.5.4 Courses should be taken on the employee's own time. Exceptions may be approved by the General Manager.

8.6.1.5.5 If employment with the District is terminated, either voluntarily or involuntarily (except for layoff), the employee shall forfeit rights to any reimbursement for courses completed after termination.

8.6.1.5.6 The proposed course must, in the opinion of the General Manager, meet the following requirements before reimbursement:

- a. Help the employee to better perform the employee's current responsibilities; or
- b. Help the employee develop skills that shall help him/her qualify for a foreseeable future position available within the District; or
- c. Help the employee obtain or maintain a license or certification, either required for the employee's job, or which enhances the employee's value to the District.

8.6.1.5.7 Reimbursement is contingent upon funds being budgeted, available, and approved for specific use by the District. When funds are available and approved, reimbursement for approved courses shall be made as follows:

- a. Receipt of a course grade "C" or better - reimbursement is 80% of tuition, books, and lab fees.
- b. Receipt of a "passed" grade in a Pass/Fail course - reimbursement is

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80% of tuition, books, and lab fees.

- c. Receipt of an “incomplete” or withdrawal from the course - No fees shall be reimbursed.
- d. Nongraded courses - Reimbursement is 80%, upon presentation of a certificate of completion.

Reimbursement is contingent upon continuation of employment with the District for five (5) years.

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8.6.1.5.8 If the employee terminates employment within five years of completing the course, the total amount of the reimbursement shall be withheld from the employee's final paycheck or recovered by other appropriate means if the final check is insufficient.

8.6.1.5.9 The following expenses shall not be reimbursed: non-job related programs, audited courses, school parking, mileage, calculators, drawing instruments, electronic equipment, or other course materials, other than textbooks.

8.6.2 PROFESSIONAL LICENSES, REGISTRATIONS AND CERTIFICATIONS

8.6.2.1 The District shall pay for an employee's professional licenses, certifications, registrations, and renewals as required by the employee's job.

8.7 STANDARDS

8.7.1 GENERAL STANDARDS OF CONDUCT

8.7.1.1 The following conduct or actions are not permitted and shall be considered grounds for disciplinary action. This list is not intended to be all-inclusive, but rather a representative sample of the types of actions or behaviors subject to disciplinary procedures. Actions followed by a double asterisk “**” are considered Serious Offenses that could subject an employee to immediate termination in accordance with Section 8.10 below.

8.7.1.1.1 Performance of services on District working hours not properly authorized by management.

8.7.1.1.2 Use of District vehicles, resources, or equipment for unauthorized purposes. **

8.7.1.1.3 Willful abuse of District resources, vehicles or equipment.

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- 8.7.1.1.4 Creating or contributing to unsanitary or unsafe conditions. **
- 8.7.1.1.5 Engaging in conduct toward, or communications with, customers, Trustees, management, fellow employees, contractors, consultants, or the general public that is belligerent, hostile, or argumentative conduct. **
- 8.7.1.1.6 Failure to be clean and neat in personal appearance or at the workstation appropriate to the position.
- 8.7.1.1.7 Involvement of District with creditors of employee because of employee's failure to properly arrange personal financial matters, except that an employee may not be discharged for garnishment arising out of any single indebtedness.
- 8.7.1.1.8 Poor driving record or other conduct resulting in a suspension or loss of driver's license, or, loss of license, certification or other required qualification as required by law or position requirements.
- 8.7.1.1.9 Neglect of duties, including loitering, loafing or performing personal business during normal working hours. **
- 8.7.1.1.10 Smoking in unauthorized areas. **
- 8.7.1.1.11 Failure to conduct oneself in a professional and competent manner.
- 8.7.1.1.12 More than three un-excused absences in any one year.
- 8.7.1.1.13 More than three un-excused tardies in any ninety (90) day period.
- 8.7.1.1.14 Abuse of sick leave.
- 8.7.1.1.15 Conduct off the job which discredits the District or affects the employee's ability to perform his or her duties effectively. **
- 8.7.1.1.16 Use of alcoholic beverages or illegal drugs in violation of the District's drug and alcohol policy. **
- 8.7.1.1.17 Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature toward another employee, or other conduct in violation of the District's sexual harassment policy. **
- 8.7.1.1.18 Obscene or abusive language or malicious gossip.
- 8.7.1.1.19 Threatening, intimidating, harassing, or coercing fellow employees.
- 8.7.1.1.20 Horseplay or other similar inappropriate behavior.

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- 8.7.1.1.21 Dishonesty in word or conduct. **
- 8.7.1.1.22 Acceptance of bribes or enticements. **
- 8.7.1.1.23 Violation of federal, state or local laws. **
- 8.7.1.1.24 Refusal of an employee to train or use required safety equipment or repeated violation of safety rules. **
- 8.7.1.1.25 Theft of the District or other employees' property. **
- 8.7.1.1.26 Failing or refusing to obey lawful directives of management pertaining to work duties. **
- 8.7.1.1.27 Unacceptable performance of duties or unwillingness to correct performance deficiencies as outlined in a Performance Evaluation.
- 8.7.1.1.28 Improper release of records or information designated as “private,” “controlled,” “protected,” “restricted,” or “confidential” by the District and/or that are subject to a confidentiality agreement executed by the District. **
- 8.7.1.1.29 Failing or refusing to obtain required certifications, licenses, or other required credentials in a timely manner as established by the General Manager. **
- 8.7.1.1.30 Violations of the District’s Social Media and Internet Usage policy set forth in Section 12 and Addendum G.
- 8.7.1.1.31 Violation of any of the provisions of these AR&Rs, specifically including the standards of conduct set forth in this Section 8.7.

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8.7.2 ETHICS STANDARDS

All employees must comply with the Ethical Behavior Policy (Addendum H), the Reporting Fraud or Abuse Policy (Addendum I) including the use of the Ethics Hotline Form (Addendum J), and the Special Nepotism Policy (Addendum D).

No current “employee,” which term shall include the trustees, officers, and employees of the District for the purposes of this Subsection, shall:

- (a) Engage in any transaction or activity, which is, or would to a reasonable person appear to be, in conflict with or incompatible with the proper discharge of official duties, or which impairs, or would to a reasonable person appear to impair, the employee's independence of judgment or action in the performance of official duties and fail to disqualify him or herself from official action in those instances where conflict occurs;
- (b) Have a financial or other private interest, direct or indirect, personally or through a

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member of his or her immediate family, in any matter upon which the employee is required to act in the discharge of his or her official duties, and fail to disqualify him or herself from acting or participating;

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- (c) Fail to disqualify him or herself from acting on any transaction which involves the District and any person who is, or at any time within the preceding twelve (12) month period has been a private client of his or hers, or of his or her firm or partnership;
- (d) Have a financial or other private interest, direct or indirect, personally or through a member of his or her immediate family, in any contract or transaction to which the District or any District agency may be a party, and fails to disclose such interest to the appropriate authority prior to the formation of the contract or the time District or District agency enters into the transaction; provided, that this paragraph shall not apply to any contract awarded through the public bid process in accordance with applicable law.
- (e) Use his or her official position for a purpose that is, or would to a reasonable person appear to be primarily for the private benefit of the employee, rather than primarily for the benefit of the District; or to achieve a private gain or an exemption from duty or responsibility for the employee or any other person;
- (f) Use or permit the use of any person, funds, or property under his or her official control, direction, or custody, or of any District funds or property, for a purpose which is, or to a reasonable person would appear to be, for something other than a legitimate purpose.
- (g) Except in the course of official duties, assist any person in any transaction where the employee's assistance is, or to a reasonable person would appear to be, enhanced by that employee's position with the District; provided that this subsection shall not apply to: any employee appearing on his or her own behalf or representing himself or herself as to any matter in which he or she has a proprietary interest, if not otherwise prohibited by ordinance;
- (h) Regardless of prior disclosure thereof, have a financial interest, direct or indirect, personally or through a member of his or her immediate family, in a business entity doing or seeking to do business with District, and influence or attempt to influence the selection of, or the conduct of business with that business or entity.

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- (i) Ask for or receive, directly or indirectly, any compensation, gift, gratuity, or thing of value, or promise thereof, for performing or for omitting or deferring the performance of any official duty; except that the following shall be allowed:

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- i. Unsolicited flowers, plants, and floral arrangements;
- ii. Unsolicited advertising or promotional items of nominal value, such as pens and notepads;

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- iii. Unsolicited token or awards of appreciation in the form of a plaque, trophy, desk item, wall memento, or similar item;
- iv. Unsolicited food items given to a department when the contents are shared among employees and the public;
- v. Unsolicited items received for the purpose of evaluation or review provided the employee has no personal beneficial interest in the eventual use or acquisition of the item by the District;
- vi. Information material, publications, or subscriptions related to the recipient's performance of official duties;
- vii. Food and beverages consumed at hosted receptions where attendance is related to official duties;
- viii. Meals, beverages, and lodging associated with retreats or other meetings where the employee serves as a representative, designee or is otherwise assigned to another organization or entity from the District;
- ix. Travel costs, lodging, and tuition costs associated with District sanctioned training or education when not provided by a private entity under contract with the District;
- x. Admission to, and the cost of food and beverages consumed at, events sponsored by or in conjunction with a civic, charitable, governmental, or community organization and other officials or employees of similar agencies are in attendance;
- xi. Unsolicited gifts from dignitaries from another entity or other jurisdiction that are intended to be personal in nature;
- xii. Campaign contributions; and
- xiii. Unsolicited gifts with an aggregate economic value of \$50.00 or less from a single source in a calendar year received either directly or indirectly by the official or employee.
- (j) Disclose or use any privileged or proprietary information gained by reason of his or her official position for the immediate or anticipated personal gain or benefit of the employee or any other person or entity; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request.
- (k) participate in or benefit from (personally or through their family) a contract or agreement where that employee or officer acted as an agent of the District, regardless of prior disclosure. This includes receiving compensation, gratuity or other benefit from an interested party of an agreement or contract with the District
- (l) Fail to comply with Subsection 8.2.3.

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- (m) ~~v~~iolate U.C.A. 76-8-4, which delineates the unlawful use of public funds and destruction of property, including records.
- (n) ~~R~~etain secondary employment outside of District employment, which, as determined by the Board, and according to Utah Administrative Code R477-9-2:
 - i. Interferes with an employee's performance.
 - ii. Conflicts with the interests of the District.
 - iii. Gives reason for criticism or suspicion of conflicting interests or duties.

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8.7.2.2 Political Activity.

- (a) Except as otherwise provided by law:
 - i. The partisan political activity, political opinion, or political affiliation of an applicant for a position with the District may not provide a basis for denying employment to the applicant.
 - ii. A District officer's or employee's partisan political activity, political opinion, or political affiliation may not provide the basis for the employee's employment, promotion, disciplinary action, demotion, or dismissal.
 - iii. A District employee may not engage in political campaigning or solicit political contributions during hours of employment.
 - iv. A District employee may not use District equipment while engaged in campaigning or other political activity.
 - v. A District employee may not directly or indirectly coerce, command, or advise another District employee to pay, lend, or contribute part of the officer's or employee's salary or compensation, or anything else of value to a political party, committee, organization, agency, or person for political purposes.
 - vi. A District employee may not attempt to make another employee's employment status dependent on the officers or employee's support or lack of support of a political party, affiliation, opinion, committee, organization, agency, or person engaged in political activity.
- (b) A District employee who has filed a declaration of candidacy may:
 - i. Be given a leave of absence for the period between the primary election and the general election; and
 - ii. Use any vacation or other leave available to engage in campaign activities.
- (c) Neither the filing of a declaration of candidacy nor a leave of absence under this section may be used as the basis for an adverse employment action, including discipline and termination, against the employee.
- (d) Nothing in this Section or the AR&Rs shall be construed to:

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- i. prohibit a District employee's voluntary contribution to a party or candidate of the employee's choice; or
 - ii. Permit a District employee's partisan political activity that is prohibited under federal law.
- (e) No District employee shall solicit or participate in soliciting any assessment, subscription, or contribution to any political party during working hours on the premises of any District property.
 - (f) No District employee shall promise any appointment to any position with the District as a reward for any political activity.
 - (g) A District employee who is elected to an office with the District shall terminate District employment prior to being sworn into the elected office.

8.7.2.3 Fair and Equal Treatment.

- (a) No person shall be appointed to, removed from, or in any way favored or discriminated against with respect to any appointive public office because of such person's race, color, age, religion, sex, national origin, or functional limitation as defined by applicable state or federal laws, if otherwise qualified for the position or office.
- (b) No District employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.

8.7.2.4 Prohibited Conduct After Leaving District:

- (a) No former employee shall, during the period of one (1) year after leaving District office or employment:
 - i. Disclose or use any privileged or proprietary information gained by reason of their District employment for their gain or anticipated gain, or for the gain or anticipated gain of any person, unless the information is a matter of public knowledge or is available to the public on request;
 - ii. Assist any person in proceedings involving an agency of the District with which he/she was previously employed, involving a matter in which he or she was officially involved, participated or acted in the course of duty;
 - iii. Represent any person as an advocate in any matter in which the former employee was officially involved while a District employee;
 - iv. Participate as a competitor in any competitive selection process for a District contract in which he or she assisted the District in determining the project or work to be done or the process to be used.

Commented [A71]: Do we want to limit this to only one year?

8.7.2.5 While off-duty and acting for personal gain, District Trustees, officers and employees shall not make any representations that they are acting on behalf of

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the District.

8.7.2.6 Annually, each employee shall execute the ethical behavior pledge form set forth in Addendum J.

8.7.2.7 CONFLICTS OF INTEREST

It is the intent of the Board to meet and exceed those protections against conflicts of interest contained in State law. Under this Subsection, a conflict of interest arises when an officer has a personal interest in a matter that is or may be in conflict with or contrary to the District's interests and objectives to such an extent that the officer is or may not be able to exercise independent and objective judgment within the context of the best interest of the District. For the purposes of this Subsection, an officer's "personal interest" includes those of his or her relatives, business associates or other persons or organizations with whom he or she is closely associated. The following provisions shall guide the Board and General Manager with respect to the affairs of the District:

- (a) For the purposes of this Subsection, the term "employee" shall include the Trustees and all employees of the District
- (b) Employees shall not receive, accept, take or solicit, directly or indirectly, anything of economic value as a gift, gratuity, or favor from a person or entity if it could be reasonably expected that the gift, gratuity, or favor would influence the vote, action, or judgment, or be considered as part of a reward for action or inaction. Employees are required to submit a report to the District and the District's Internal Auditor of the actual or estimated value of any external gifts or casual entertainment received as an employee that exceeds \$50.00.
- (c) The complete confidentiality of proprietary business information must be respected at all times. Employees are prohibited from knowingly disclosing such information, or in any way using such information for personal gain or advancement, or to the detriment of the employees, or to individually conduct negotiations or make contacts or inquiries on behalf of the District unless officially designated by the District.
- (d) Employees are prohibited from acquiring or having a financial interest in any property that the District acquires, or a direct or indirect financial interest in a supplier, contractor, consultant, or other entity with which the District does business. This does not prohibit the ownership of securities in any publicly owned company except where such ownership places the officer in a position to materially influence or affect the business relationship between the District and such publicly owned company. Any other interest in or relationship with an outside

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organization or individual having business dealings with the District is prohibited if this interest or relationship might tend to impair the ability of the officer(s) to be independent and objective in his or her service to the District.

- (e) If members of the immediate family of an officer have a financial interest as specified above, such interest shall be fully disclosed to the District which shall decide if such interest should prevent the District from entering into a particular transaction, purchase, or engagement of services. The term “immediate family” means the employee’s spouse, parent, dependent children, and other dependent relatives.
- (f) When a conflict of interest exists, the employee shall publicly declare the nature of the conflict and may recuse him or herself on any official action involving the conflict.
- (g) Employees may not realize, seek, or acquire a personal interest in a business that does business with the District.
- (h) Employees shall complete a Conflict of Interest Disclosure Form annually by the end of January (Addendum B). This Form shall be signed and notarized. Completed Forms shall be submitted to the Records Officer and made available to the public upon request.
- (i) The District’s Records Officer shall provide copies of all completed Forms to the Board at the end of January each year.
- (j) The Chair shall review all completed forms and consider the disclosures. The Chair should make changes to assignments, duties, or contracts deemed appropriate to eliminate or mitigate conflicts of interest within the District.

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8.7.3 ETHICS HOTLINE

8.7.3.1 General. The District’s Ethics Hotline provides an avenue for citizens, including public employees and contractors, to report improper governmental activities including:

- (a) Waste or misuse of public funds, property, or manpower;
- (b) Violations of a law, rule, or regulation applicable to the government;
- (c) Gross mismanagement;
- (d) Abuse of authority; and

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(e) Unethical conduct

8.7.3.2 The District may utilize the Utah State Auditor’s Office’s hotline in lieu of obtaining its own designated hotline (telephone line). The District shall reference the State Auditor’s hotline on its own website for concerned persons to access.

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8.7.3.3 Filing a Complaint. Complaints should be submitted in writing using the form contained in Addendum K. Complainants should also submit any evidence that supports the complaint. Essential information includes specifics on ‘who, what, where, when’ as well as any other details that may be important such as information on other witnesses, documents, and pertinent evidence. Due to limited resources, the District is unable to accept complaints that are not supported by evidence or provide a means to investigate the problem further. At a minimum, the form in Addendum K is a guide to ensure the necessary information is provided. Submit complaints via the following methods:

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- (a) Email: [hotline email address];
- (b) US Mail: 8885 W 3500 S, Magna, UT 84044; or
- (c) Complainants may call the hotline at [hotline phone number] for more information.

8.7.3.4 District Processing of a Hotline Complaint. After receipt of the complaint, the General Manager will review the allegation and any evidence provided by the complainant. The list below represents some of the factors that should be considered during the screening and prioritization process.

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- (a) Does the complaint involve actions by a person subject to the District’s authority?
- (b) Does the complaint pertain to improper governmental activities? Disagreements with management decisions or actions taken by elected officials that are within the law will not be investigated.
- (c) Has the complainant taken appropriate steps to resolve the issue with the District? If the District is not responsive, the concern relates to top management, or the complainant desires anonymity, consideration will be increased.
- (d) What is the timing and frequency of alleged improper activity? Allegations of improper activities that are recent and/or on-going may receive a higher priority.

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- (e) Should the allegation be investigated by another entity? Are there other agencies that have oversight of the complaint? Is a member of the governing body or the District Manager being accused?
- (f) Can the complaint be efficiently and effectively investigated? Overly broad or vague complaints or complaints where evidence is unavailable may be declined or receive a low priority.

8.7.3.5 The General Manager communicates to the Board of Trustees :

- (a) The allegation of the complaint;
- (b) Any facts supporting or refuting the complaint; and
- (c) A recommendation based upon preliminary inquiry.

8.7.3.6 The Board of Trustees decides the appropriate next action. If a member of the Board is the subject of the complaint, they may not be included in this process and the District Attorney will take that trustee's place. If a member of the Board and the General Manager are both subjects of the complaint, the Controller will serve on the committee in their absence. The actions the Board of Trustees may take are to:

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- (a) Discontinue the investigation;
- (b) Continue with the investigation; or
- (c) Refer the investigation to another agency.

8.7.3.7 If the investigation proceeds, the Board of Trustees sets the following:

- (a) Time and resource budget
- (b) Scope of the audit
- (c) Internal Auditor completes the audit
- (d) Internal Auditor creates a report outlining the work performed and conclusions
- (e) Internal Auditor provides the report to the Board of Trustees
- (f) Governing body addresses any findings noted in the report.

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8.7.3.8 Whistleblower Protection. U.C.A. 67-21-3 prohibits public employers from taking adverse action against their employees for reporting government waste or violations of law in good faith, to the appropriate authorities. A public entity employee, public body employee, legislative employee, or judicial employee, is presumed to have communicated in good faith if they have given written notice or otherwise formally communicated the conduct to the District (see U.C.A. 67-21-3(1)(b)(iv)(A) for more information).

8.7.3.9 Confidentiality.

- (a) The identity of the complainant is considered protected information under the Utah Government Records Access and Management Act (GRAMA) and will be kept confidential if requested by the complainant. (See U.C.A. 67-3-1(15)).
- (b) Complaints may be submitted anonymously to the Hotline. However, it is preferable that the complainant provide their name and contact information to allow for follow-up questions and reporting the results back to the complainant. Whistleblower protections do not apply to anonymous complaints.

8.7.4 DRESS CODE

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8.7.4.1 It is the policy of the District that all District employees present a clean and professional appearance to the public and to other employees when on duty, whether within or outside of the District's offices. Where District uniforms are required, employees shall wear those uniforms while on duty, unless the supervisor or General Manager directs otherwise. All employees not wearing uniforms shall wear appropriate business casual attire as set forth below.

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8.7.4.2 Employees who report to work improperly dressed or groomed may be requested by their supervisor or the General Manager to return home to change. The time that an employee is absent for this purpose shall be charged against vacation or may be made up, at the discretion of the supervisor or the General Manager.

8.7.4.3

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The District provides uniforms to all non-Executive and non-clerical full time employeeservice

8.7.4.4 The District's business casual attire standard consists of neat, professional coordinated attire that is comfortable without compromising professionalism or individuality.

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8.7.4.5 There may be times when office and customer service employees may be required to dress in more formal business attire to meet situations involving visits from public or government officials, or other high profile visitors. Formal

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business attire for men includes: suits with ties and dress shoes; or button down shirts with ties, dress slacks, and dress shoes. For women, it includes: suits and closed-in dress shoes; skirts, blouse, nylons and closed-in dress shoes; or pant suits and closed-in dress shoes.

8.7.4.6 When formal business attire is not required, everyday business casual shall be worn. This include:

- (a) Casual slacks, wrinkle-free cotton, polyester, or blended slacks (Dockers, khakis), tailored pants, jeans without holes, capris (women), or shorts (June-September) no shorter than one inch above the knee.
- (b) Casual shirts (preferably with a collar for men), blouses (women), golf shirts, t-shirts, sweatshirts, sweaters or turtlenecks.
- (c) Casual dresses or skirts (women), with any slits not more than one inch above the knee).
- (d) Loafers, boots, flats, dress sandals, open-toed shoes, clogs and leather deck shoes, athletic shoes, or sneakers.

Inappropriate items include: sweat-pants, wind suits, short shorts, bib overalls, leggings, spandex or other form-fitting pants; tank tops, shirts with large lettering, logos or slogans, halter-tops, tops with bare shoulders, midriffs, mini-skirts and spaghetti-strap dresses (unless with a coordinating jacket, blazer or cardigan); thongs or flip-flops.

8.7.4.7 Jewelry – Two earrings are permitted per ear. Earrings, bracelets, and necklaces are welcome complements to the business casual attire, as long as they are not offensive with regard to charms or pendants.

Inappropriate items include visible body piercings other than pierced ears.

Employees working near machinery should be cautious that their jewelry shall not pose a risk to their safety or the safety of coworkers, especially when working with moving parts and rollers.

8.7.4.8 Tattoos – Visible, offensive tattoos are not permitted.

8.7.4.9 Grooming - Proper grooming and attire have a positive impact on the District's image. All employees are encouraged to follow these guidelines: hair must be neatly groomed; beards and mustaches must be neatly trimmed and groomed; moderate makeup (natural makeup is preferred).

8.7.4.10 Questions and requests for variances regarding this policy should be directed to the General Manager or to Human Resources.

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8.7.5 DRUGS AND ALCOHOL

8.7.5.1 The District prohibits drug and alcohol use or impairment in the work place in order to protect the public and the District’s employees. The District has adopted comprehensive drug and alcohol regulations to implement this policy. Those regulations are set forth in Section 8.11 below.

8.7.6 HARASSMENT

8.7.6.1 The District prohibits harassment of its employees, Trustees, contractors, consultants, customers, and the public in any manner. The District shall not tolerate any verbal, visual, or any other communication (including email, Internet, or telephone), any physical misconduct, or any other actions by any employee who harasses or impacts another or creates a hostile work environment. Words, actions, or other forms of harassment based on an individual’s gender, race, age, national origin, religion, disability, or any other legally protected characteristic are prohibited and if they occur, shall result in disciplinary action, up to and potentially including termination, being taken.

8.7.6.2 The General Manager shall prepare, and update as appropriate, written regulations and procedures to implement this policy and shall provide a copy of those regulations and procedures to each employee.

8.7.7 SAFETY POLICY

8.7.7.1 Employees shall comply with the District’s safety policy, which is attached as Addendum M and may be updated from time to time by the Board of Trustees without amendment to this AR&Rs. The District may require Employees to review the safety policy each year at any other interval the General Manager deems appropriate and to sign a written acknowledgment that the employee has read and understands the safety policy.

8.8 PERFORMANCE REVIEW SYSTEM

8.8.1 POSITION REQUIREMENTS/PERFORMANCE PLANS

8.8.1.1 Position requirements shall be established for every position by the General Manager and updated as needed.

8.8.1.2 Employee performance plans shall be established by Department Managers and the General Manager for each employee under their supervision on a yearly basis or more if needed.

8.8.2 PERFORMANCE EVALUATION

8.8.2.1 At least annually, within one month of the employee's anniversary date or by the

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end of the calendar year, the employee's supervisor or the General Manager shall conduct an evaluation of the employee's performance. The purposes of the evaluation are as follows:

- (a) To communicate supervisor expectations to the employee.
- (b) To develop goals for the employee to work toward.
- (c) To allow the employee to discuss any suggestions, problems or concerns the employee may have.
- (d) To identify any deficiencies in the employee's performance and to outline a plan of correction.
- (e) To provide documentation for temporary merit money, promotion, bonuses, discharge, and disciplinary action.

8.8.2.2 Upon completion of every probationary period, a performance evaluation shall be completed by the appropriate supervisor.

8.8.2.3 An annual performance evaluation may be completed by the employee's anniversary date. In addition, such evaluations may be completed from time to time as needed for the benefit of the employee or the District.

8.8.2.4 Any raise issued to an Executive Employee must be based on the Executive Employee's performance evaluation. The amount of any raise issued and the time at which such raise shall take effect shall be determined by the District, at its sole discretion.

8.8.3 ANNIVERSARY DATE

8.8.3.1 An employee's anniversary date is defined as the day the employee begins employment.

8.9 TERMINATION

8.9.1 TYPES OF TERMINATION

8.9.1.1 VOLUNTARY TERMINATIONS. Employees are encouraged to give two weeks' notice for voluntary termination. The employee should submit a letter of resignation.

8.9.1.2 INVOLUNTARY TERMINATIONS. Involuntary termination of the employee for any reason outlined in these Policies and Procedures should be effective immediately.

8.9.1.3 RETIREMENT. An employee may voluntarily leave District employment

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through retirement.

8.9.1.4 REDUCTIONS IN FORCE (RIF). Budgetary constraints or reorganization of work assignments may require a reduction in force (lay-off).

8.9.2 OUTSTANDING PAY

8.9.2.1 This section describes what compensation is available to terminating employees.

8.9.2.1.1 The employee shall receive pay through the last day worked including any overtime, call-back and on-call compensation earned during the pay period.

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8.9.2.1.2 Any accumulated, unused vacation shall be paid pursuant to Section 8.4.2.9.

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8.9.2.1.3 Unless termination is for cause, payment for all accumulated, unused sick leave at the employee's current gross hourly rate.

Commented [A77]: Earlier it states something about prorating the unused vacation.

Commented [A78R77]: This language should control. Make sure it's consistent with other provisions of AR&Rs.

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8.9.2.1.4 Employees electing voluntary retirement may have other benefits which are described in these Personnel Policies and Procedures.

8.9.2.1.5 Employees who are involuntarily terminated by the District shall receive their final paycheck within one working day following their termination.

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8.9.2.1.6 Employees who voluntarily resign shall receive their final pay check with the next regular payroll.

8.10 DISCIPLINE AND GRIEVANCE

8.10.1 GOALS OF DISCIPLINE

8.10.1.1 The District's policies on disciplinary procedures are designed to achieve the following goals:

- (a) To eliminate disciplinary problems in advance, as much as possible, by letting employees know what offenses shall be punished and what disciplinary steps shall be taken.
- (b) To protect employees from the unsafe actions of their co-workers that might put them in physical jeopardy.
- (c) To assure all employees that basic disciplinary procedures shall be applied uniformly in all Departments.
- (d) To give employees who violate rules the opportunity to improve by informing them what specific actions they should take to meet behavioral and performance standards.

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8.10.2 DISCIPLINARY ACTIONS

8.10.2.1 The District may use corrective discipline for violations of standards of conduct in a progressive manner. Increasing severity of disciplinary action may be given each time an employee is disciplined. With the exception of a serious offense (see Section 8.7.1), an employee may not be discharged for the first infraction, but should receive a prior written warning within the last 12 months. The usual sequence of disciplinary actions is as follows:

- (a) An oral warning - usually given after the first infraction.
- (b) A written warning - considered more serious, and becomes a part of the employee's permanent file (copies of the warning shall be sent to the employee, the Department Manager, the appropriate union representative when the employee is within a classification covered by a Union Agreement, and the General Manager).
- (c) A disciplinary layoff or suspension - can last from one (1) day to several weeks and can only be implemented by the General Manager. During such time, the Department Manager and the General Manager may decide whether further discipline is appropriate or necessary.
- (d) Discharge – the ultimate disciplinary action shall only be implemented by the General Manager.

8.10.2.2 In the event that an Executive Employee is discharged or suspended, the Executive Employee must request a hearing before the Board of Trustees within three (3) working days or the discharge or suspension shall be deemed final by all concerned.

8.10.2.3 If a request for a hearing is made by an Executive Employee, the employee and others involved shall present all known facts and testimony of any witness to the Board of Trustees during such hearing. The Board of Trustees shall make a final decision within four working days from the date of the hearing as to whether to confirm the discharge or suspension, apply some other discipline, or rescind the discharge or suspension.

8.10.3 LOSS OF JOB QUALIFICATIONS

8.10.3.1 Employees must operate equipment and vehicles and perform duties as required by appropriate licensing procedures and outlined in their position requirements. The District may request a Utah Drivers License Record report from the Department of Motor Vehicles, on any employee, as it deems necessary.

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- 8.10.3.2 The employees shall immediately advise their supervisor upon learning of a loss of license, certification, or other qualification for their position. Employees failing to do so may receive disciplinary action up to and including termination.
- 8.10.3.2.1 The employee shall not operate equipment or perform any function which requires a valid and current license, certificate, permit, or other qualification which has been forfeited, revoked, or otherwise lost.
- 8.10.3.2.2 The employee shall maintain a valid license, certificate, or other qualification, if prescribed in the employee's position requirements, as a condition of employment.
- 8.10.3.2.3 Employees who voluntarily inform their Supervisor in writing of the loss of a job required license, certification, or other qualifications within 24 hours of actual loss of certification or qualification, may be considered for reasonable work accommodation in terms of assigning them duties not requiring the lost certification or license. The employee shall also retain bidding rights for positions for which the employee may be qualified.
- 8.10.3.3 The Department Manager shall ensure that the employee does not perform any duty or responsibilities defined by the position requirements which specifically require a certification, license, or qualification.
- 8.10.4 GRIEVANCE POLICY
- 8.10.4.1 The District's grievance policy has the following goals:
- (a) To make sure all employees are treated with consideration and fairness.
 - (b) To enable the District to handle employees' problems and complaints quickly and to the satisfaction of all concerned.
 - (c) To make it possible for employees to obtain answers to their questions about their jobs, management's practices and policies, and other subjects of concern or importance.
- 8.10.4.2 If an employee has a complaint, problem, or misunderstanding, it should be taken up with the employee's Department Manager or Human Resources (or the General Manager if the matter pertains to the supervisor) as soon as possible, but no later than five working days after its occurrence. (There may be occasions when, because of the particular circumstances involved, the time requirements in this policy may be modified.) The supervisor shall discuss the problem fully with the employee at a time that is mutually convenient. The supervisor shall conduct an investigation as appropriate, and provide the employee with a written response

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within five working days from the time the discussion between the employee and supervisor was concluded.

- 8.10.4.3 If the employee is not satisfied with the supervisor's response, the employee may appeal the grievance to the General Manager.
- 8.10.4.4 Rulings by the General Manager shall be final for all grievances.
- 8.10.4.5 The District shall not discriminate or retaliate against any employee who has filed a grievance.

8.11 DRUGS AND ALCOHOL

8.11.1 POLICY

- 8.11.1.1 The District has a strong interest in, and commitment to, having a productive work force, safe working conditions, and a work environment which is free from drugs and alcohol. The District also has a strong interest in, and commitment to, respecting individual rights to privacy, so long as those rights do not interfere with a productive and safe workplace.
- 8.11.1.2 Buying, selling, possessing, distributing, consuming or using alcohol or controlled substances or illegal drugs on the District's property or in District vehicles or otherwise engaging in their use or abuse while on duty is prohibited and is a violation of District policy and these regulations. Additionally, the illegal buying, selling, possessing, distributing, consuming or using of drugs at any time is a violation of District policy and these rules. An employee found to have violated this policy shall be subject to disciplinary action or termination as set forth in this Section.
- 8.11.1.3 The terms "alcohol" and "drugs" are defined according to U.C.A. 34-38-2 and U.C.A. 34-41-101, as amended. The term "illegal drug" means any Schedule I drug as defined under U.C.A. 58-37-4, as amended; a Schedule II, III, IV, or V drug; or a prescription medication used or consumed by the employee without a lawful prescription or in a manner contrary to the directions of a lawful prescription. The term "illegal drug" does not include any medication which has been lawfully prescribed for an employee by his or her physician and taken as directed.
- 8.11.1.4 The term "safety-sensitive function" shall mean any function an employee is responsible to perform or should perform as a consequence of his or her duty as an employee or any action an employee takes that, when performed or if neglected, (a) could compromise, in any manner, the safety of the employee or another person or (b) could cause damage to property. Safety-sensitive functions include, but are not limited to, driving, inspecting, repairing, or directing any

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vehicle or heavy machinery.

- 8.11.1.5 The term “drug test” is defined to mean a blood, urine, saliva, hair, fingernail, and/or any other scientifically recognized test to determine the presence of alcohol or an illegal drug or the metabolite of an illegal drug using any scientifically reliable analytical method.
- 8.11.1.6 It is a violation of District policy and these regulations for any employee to report to work, or to work, with alcohol in his or her system at or above the cut-off levels defined in Section 8.11.1.10 below. It is also a violation of District policy and these regulations for any employee to have any illegal drug in his or her system at or above the levels defined in Section 8.11.1.10 below or a prescription drug in his or her system for which he or she does not have a legally obtained prescription or at a level that exceeds the level permitted by a legal prescription. Further, it is a violation of District policy and these regulations for an employee who performs safety-sensitive functions to fail to report to his or her supervisor the use of any lawfully prescribed medication or over-the-counter medication that contains a warning to limit activities because of the effects of the medication.
- 8.11.1.7 The District provides its employees a smoke-free environment. Therefore, smoking in District buildings, vehicles, or enclosed areas is prohibited. Employees may only smoke in those outside areas authorized by the Utah Indoor Clean Air Act.
- 8.11.1.8 An employee who expects to perform any safety-sensitive function must report to his or her supervisor the use of any lawfully prescribed medication or over-the-counter medication that contains a warning to limit activities because of the effects of the medication.
- 8.11.1.9 A result on any drug test showing the presence of alcohol or any illegal drug in an employee’s system at or above the levels defined in Section 8.11.1.10 below shall be considered presumptive evidence of a violation of the District's drug and alcohol policy.
- 8.11.1.10 Drug Test Cutoff Levels
- (a) Illegal Drug Cutoff Levels shall be the Drug Test Cutoff Levels generally accepted by the drug testing community or levels established by any scientifically reliable analytical method.
 - (b) Alcohol Cutoff Level shall be a Blood Alcohol Content (BAC) level of 0.04 grams/ml or more.
 - 1. In the event a drug test establishes a BAC level under 0.04 grams/ml but establishes a BAC level at or between 0.01 to 0.039 grams/ml, the

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District shall retest an employee after fifteen minutes. If after retest, the BAC level is at or over 0.04 grams/ml, the test shall be considered presumptive evidence of a violation of this policy.

2. If after retest described in Section 8.11.1.10.b.1, the BAC level is 0.020 to 0.039 grams/ml, the employee shall not be permitted to perform any safety-sensitive functions and shall suffer no disciplinary sanctions. If after retest the BAC level is at or below 0.01 to 0.19 grams/ml, the employee shall (a) suffer no disciplinary sanction and (b) have no restriction unless signs and indicators of impairment are evident and articulated by a trained and certified drug and alcohol evaluation technician (“evaluation technician” or “technician”) pursuant to an evaluation performed pursuant to the provisions of Section 8.11.1.11.e below. If after evaluation it appears that the employee is impaired, he or she shall not be permitted to perform any safety-sensitive function.

8.11.1.11 It is the District’s policy that a drug and alcohol screening evaluation (“drug and alcohol evaluation” or “evaluation”) shall be conducted in each of the following circumstances, in addition to any testing requirements imposed by federal law:

- (a) Pre-Employment. Each person accepting a tentative offer of employment with the District, shall, prior to beginning that employment, agree to a drug and alcohol evaluation. Any employment with the District is contingent upon successfully passing the evaluation and, if indicated, the Drug Test.
- (b) Post-Accident. Each District employee involved in any way with an on-the-job accident which results in injury to a person and/or property damage is subject to a drug and alcohol evaluation. This evaluation shall be at the discretion of the General Manager, unless medical treatment away from the scene of the accident is necessary or if the property damage exceeds \$500, in which case, the evaluation is mandatory.
- (c) Return to Duty. Each District employee returning to duty following a suspension or leave of absence related to drug or alcohol issues shall be subject to a mandatory drug and alcohol evaluation.
- (d) Follow Up. Each District employee returning to duty following a suspension or leave of absence related to drug or alcohol issues shall be subject to periodic mandatory drug and alcohol evaluations on a schedule established by the General Manager, for the first year following the employee’s return to duty.

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- (e) Reasonable Suspicion. Department Managers or the General Manager shall require a drug and alcohol evaluation whenever there is a credible suspicion or indication that an employee has violated the District's drug and alcohol policy. Indications of individual job-related impairment, or suspicions of drug or alcohol use while on duty, shall be immediately reported to a supervisor. The supervisor shall immediately report any suspicions to the General Manager, or in the event a supervisor is suspected of violating the District's drug and alcohol policy, the employee shall immediately contact the General Manager directly.

A reasonable suspicion may include, but is not limited to, the odor of an alcoholic beverage emanating from the person while at work, changes in normal speech patterns, unusual odors, observations of drug paraphernalia, inability of the person to coordinate movements, unusual "hyperactive" behavior, lethargy, or other observable factors which would lead a reasonable person to suspect drug or alcohol use or impairment. A reasonable suspicion may also include a report

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of drug or alcohol use or impairment from a person who appears to have or is likely to have reliable information on the subject.

- (f) Random. The District shall randomly select District employees for unannounced, unscheduled drug and alcohol evaluations. The selection process shall be based on a scientifically valid method, with each employee having an equal chance of being selected each time selections are made. The number of random evaluations that shall be conducted each quarter shall be equal to the total number of District employees at the beginning of each quarter divided by four.

However, in place of fully random evaluations during the first quarter following adoption of this policy, the District shall use a selection process that results in each of the District's employees being evaluated at least once during this initial period in order to establish a baseline evaluation for each employee.

8.11.1.12 It is the District's policy that each District employee who operates a commercial motor vehicle in commerce and is subject to the commercial driver's licence requirements of 49 C.F.R. Part 383 (CDL employee) shall be tested for drugs and alcohol in accordance with 49 C.F.R. Part 382. Those tests include drug tests conducted under the following circumstances, each as is more fully set forth in 49 C.F.R. Part 382:

- (a) Pre-Employment.
(b) Post-Accident.
(c) Return to Duty.
(d) Follow Up.
(e) Reasonable Suspicion.
(f) Random.

8.11.1.13 The District may join a pool of other employers required to do random testing under 49 C.F.R. Part 382 and the random testing shall be done in accordance with 49 C.F.R. Part 382 and the terms of the entity managing the random selection pool.

8.11.1.14 Whenever a CDL employee is tested as set forth in Section 8.11.1.12, the General Manager shall have the option of also requiring a drug and alcohol evaluation.

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- 8.11.1.15 In the event of unclear or conflicting results between the tests required under 49 C.F.R. Part 382 and those tests under Section 8.11.1.11 above, the conflict shall be resolved in favor of public safety unless 49 C.F.R. Part 382 mandates otherwise.
- 8.11.1.16 All employees, regardless of status, shall be subject to the provisions of this policy.
- 8.11.1.17 The District shall pay the cost of drug and alcohol evaluation, sample collection, and testing.
- 8.11.2 DRUG AND ALCOHOL EVALUATIONS
- 8.11.2.1 Whenever a drug and alcohol evaluation is appropriate as described above, the General Manager shall:
- (a) immediately contact an evaluation technician and arrange an evaluation between the employee and the technician; and
 - (b) arrange for another person to accompany the technician and serve as witness, while the technician evaluates the employee.
- 8.11.2.2 The evaluation shall be conducted in an area that would provide a reasonable level of privacy for the employee.
- 8.11.2.3 The technician shall conduct a brief interview and assessment to determine whether or not a full evaluation is warranted.
- 8.11.2.4 If the technician believes a full drug or alcohol evaluation is warranted, the technician shall comply with established evaluation procedures. If standardized evaluation procedures are not followed, the results of the evaluation shall be deemed unreliable for the purpose of justifying a Drug Test.
- 8.11.2.5 During and immediately after the evaluation, the employee shall have an opportunity to provide notice, or an explanation, of any information which he or she considers relevant to a Drug Test.
- 8.11.2.6 The technician, based on the totality of the circumstances, shall determine whether reasonable grounds exist to believe the employee is under the influence of alcohol and/or drugs in violation of the District's policy. The technician shall immediately report his or her findings orally to the General Manager and may offer an opinion as to the type of drug present.
- 8.11.2.7 The technician then shall prepare a written report documenting:

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- (a) the time, date, location of, and witness(es) to the evaluation;
- (b) any relevant factors to the evaluation, such as statements or admissions, general physical characteristics or odors;
- (c) signs and indications of impairment; and
- (d) the technician's findings and opinion.

8.11.2.8 The written report shall be completed and forwarded to the General Manager for review within three (3) working days.

8.11.2.9 When the General Manager receives an oral report from the technician indicating that the employee is likely under the influence of drugs or alcohol, the General Manager shall arrange a Drug Test for the employee to include:

- (a) transportation to and from a medical facility; or
- (b) a medically trained person to respond to a District facility to conduct the drug test, with a reasonable level of privacy being provided to the employee.

8.11.2.10 The employee shall be compensated at his or her normal rate during the evaluation and testing procedure.

8.11.2.11 After the evaluation and testing procedure, the General Manager may place the employee on a paid leave of absence.

8.11.2.12 Drug evaluation and testing shall only occur during a regular work period, or immediately thereafter.

8.11.3 DRUG AND ALCOHOL TESTING

8.11.3.1 The District has determined that drug testing is the most equitable and appropriate method for identifying drug or alcohol impaired employees.

8.11.3.1 Drug Tests may be used for the purpose of:

- a. Confirming violation of the District's Drug and Alcohol Policy, after a proper evaluation.
- b. Investigating possible accidents in the workplace .
- c. DOT physical examination, to the extent allowed by applicable federal law.

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- 8.11.3.3 Sample collection and drug testing shall be performed in accordance with U.C.A. 34-41-104 under the direction of the General Manager. Samples shall be taken by a competent medically trained person, in compliance with industry standards. All collection and testing shall be conducted in a manner reasonably designed to ensure that:
- a. samples are collected under reasonable and sanitary conditions;
 - b. samples are collected and tested with due regard to the privacy of the individual being tested;
 - c. the collection of the sample is properly witnessed, documented, and labeled as to reasonably preclude the probability of erroneous identification of test results;
 - d. an employee providing a sample shall have the opportunity to observe that the sample is properly labeled, sealed, and packaged in a manner as to preclude any tampering, misidentification, or adulteration of the sample;
 - e. an employee providing a sample shall have the opportunity to have a split urine sample collected, which shall be available for testing in accordance with U.C.A. 34-41-104(4) upon any initial positive screening test; and
 - f. the sealed collected sample is mailed, transported, or delivered to a competent laboratory facility which has the ability to confirm drug test results with gas chromatography, gas chromatography-mass spectroscopy, or other comparably reliable analytical method.
- 8.11.3.4 In the event that a sample becomes unusable for whatever reason, the District may make arrangements for a new sample to be collected and tested in accordance with the procedures set forth above.
- 8.11.3.5 Upon completion of a Drug Test, the employee shall be relieved from normal duty status, and placed on paid leave for the remainder of the work day. The General Manager, or his or her designee, shall take reasonable steps to ensure the employee has transportation from work and the employee should be discouraged from operating any vehicle.
- 8.11.3.6 Employees may be placed on a paid leave of absence until the test results are received.
- 8.11.3.7 If test results are received and confirmed positive:
- a. for an illegal drug;
 - b. for a prescribed drug above a prescribed therapeutic level;

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- c. with a BAC over 0.04 gm/ml;

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- d. with a BAC under 0.04 gm/ml in combination with another drug, provided reasonable grounds exist for believing there is impairment; or
- e. for a medication that should have been reported under Section 8.11.1.8, but was not.

then paid leave shall be converted to vacation or sick leave to the extent available. If vacation or sick leave is not available, the paid leave shall be deducted from the employee's wages earned.

8.11.3.8 After an administrative review, and at the sole discretion of the District, the employee may be:

- a. Required to enroll in a District approved rehabilitation, treatment, or counseling program, which may include additional drug testing as a condition for continued employment.
- b. Suspended, with or without pay; for a period to be determined by the General Manager;
- c. Subjected to other disciplinary measures as may be outlined from time to time as District Policy; or
- d. Terminated.

8.11.3.9 Test related information, as defined in U.C.A. 34-38-13, as amended, is confidential and shall only be shared as permitted by law.

8.11.4 REFUSAL OF CONSENT

8.11.4.1 Before a Drug Test is administered, the employee shall be requested to execute a consent form authorizing the collection and analysis of a drug test sample for the purpose of determining the presence of illegal drugs or alcohol and further authorizing the release of the written results of such test to the District.

8.11.4.2 Any employee who refuses to consent to a Drug Test, after it has been determined through a proper evaluation that a drug test is necessary, is subject to disciplinary action by the General Manager, up to and including termination. Refusing to acknowledge or ignoring verbal or written requests to report for a drug test shall be considered refusal to consent. Failure to respond to any verbal or written request, including messages, identifying the need to report for a drug test, within two hours of the message, shall be considered failure to acknowledge such a request.

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- 8.11.4.3 If an employee refuses to submit to a Drug Test, he or she shall be warned of the consequences of such refusal, including termination of employment. After being warned of the consequences for refusal, the employee shall immediately be given another opportunity to submit to a test. If the employee refuses a second time, he or she shall be given an opportunity to provide a reason or reasons for such refusal, which shall be recorded and placed with the technician's report.
- 8.11.4.5 The reason(s) for the refusal shall be considered in determining the appropriate disciplinary action.
- 8.11.4.6 Any disciplinary action taken shall be taken pursuant to the rules and regulations governing disciplinary action.
- 8.11.5 DRUG OR ALCOHOL CONVICTION
- 8.11.5.1 District employees convicted of the use or possession of illegal drugs or drug paraphernalia, or who receive a citation:
- (a) for DUI, under U.C.A. 41-6a-502, as amended;
 - (b) for driving with a measurable amount of the metabolite of a controlled substance, under U.C.A. 41-6a-502, as amended; or
 - (c) for a similar violation of Utah law or under an equivalent statute adopted by local ordinance or within another state, shall report such incidents to the General Manager as soon as practical, but in no case more than five days after the conviction or issuance of the citation. Failure to report a conviction or the receipt of a citation for an alcohol or drug related driving offense may subject the employee to a separate disciplinary action.
- 8.11.6 REHABILITATION
- 8.11.6.1 Whenever appropriate, reasonable rehabilitation efforts for employees suffering from drug or alcohol problems covered under the Americans with Disabilities Act shall be pursued by the District pursuant to the following sections.
- 8.11.6.2 The General Manager shall have discretion over any disciplinary action up to and including termination, or rehabilitation in addition to discipline, or rehabilitation in lieu of discipline.
- 8.11.6.3 Employees shall use District-approved counseling and rehabilitation program.
- 8.11.6.4 The cost of these programs shall be coordinated through the District's health care providers.

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- 8.11.6.5 The District shall pay the employee's portion of an approved rehabilitation program.
- 8.11.6.6 Employees who voluntarily identify themselves as alcohol abusers or illegal drug users prior to the time usage is detected by the District and who submit themselves to, and successfully complete, an approved rehabilitation program shall be put on disciplinary probation. In such cases, disciplinary action shall be suspended pending outcome of the employee successfully completing an approved rehabilitation program.
- 8.11.6.7 Employees successfully completing a rehabilitation program shall be taken off disciplinary probation with no further action. Employees not completing an approved rehabilitation program shall be subject to such disciplinary action as approved by the General Manager.
- 8.11.6.8 Any employee retaining his or her employment after testing positive for illegal drugs or alcohol may be subject to periodic drug or alcohol evaluation or testing for a one year period.

8.12 PERSONAL USE OF DISTRICT PROPERTY

All District employees must comply with the Personal Use of Public Property Policy (Addendum M) and IT and Computer Security Policy (Addendum L).

8.12.1 TELEPHONE USE

- 8.12.1.1 Telephone equipment is for business purposes. It is recognized that some personal telephone calls are necessary. The duration of these calls, both incoming and out-going, should be as brief as possible and the number of calls kept to a minimum and such use may not become excessive.
- 8.12.1.2 Long distance personal out-going calls are discouraged and the costs thereof must be reimbursed to the District. Employees placing personal calls must advise the District Accounting Department in writing of the date, time, and number called so that the District can be reimbursed by the employee.

8.12.2 CELL PHONES

- 8.12.2.1 Purpose. It is not the intent of District to prohibit cell phone use but to require responsible use thereof.

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8.12.2.2 The following policies apply to cell phone use:

- (a) District cell phones are provided to improve customer service and to enhance business efficiency. District cell phones are not a personal benefit and should not be used as a primary mode of personal communication.
- (b) Using a cell phone or other handheld wireless communication device, District provided or otherwise, to send or view text messages or emails while operating a vehicle is prohibited by law (U.C.A. 41-6a-1716) and by the District.
- (c) Employees should plan to allow placement of calls prior to driving or while on rest breaks. When employees must use their cell phones while driving, and only in cases of emergency, they should keep conversations brief, avoid unnecessary calls, and no calls should be made if driving is hazardous. If it is necessary for the employee to read or write while talking on the phone, the employee should pull off the road first.
- (d) All employees should take time to become familiar with the various cell phone functions. The cell phone should be placed where it is easy to see and reach.
- (e) Employees should bear in mind that cell phone calls can be intercepted and should take proper precautions when discussing confidential information.

8.12.2.3 Use in Vehicles and Equipment. Cell phones, personal digital assistants, iPads, tablets, laptops, and other such devices are not to be used while operating a motor vehicle or District equipment. If an employee receives a cell phone call when operating a District vehicle or other equipment, the employee should wait to answer the call until the employee has a safe place to pull off the road. This is also required of an employee operating a personal vehicle while on District business. Except in cases of emergency, no call should be made while operating a District vehicle or equipment. Emergency response personnel may be exempt when necessary, but must use extreme caution.

8.12.2.4 Selection of Employees. The General Manager shall evaluate communication requirements and determine which employees should be issued a District cell phone.

8.12.2.5 Service. Whenever employees need to have their cell phones serviced for any reason, they must contact their Department Manager immediately and their request shall be forwarded to the Controller.

8.12.2.6 District Property. Cell phones issued by the District are District property and

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subject to search at any time. No employee using a District issued cell phone, iPad, or other electronic device should have any expectation that the use of the device gives the employee any type of personal rights in the device, including any privacy rights.

8.12.2.7 COMPUTERS.

- (a) District Computer Software may not be used for personal, for-profit business, religious, or political activities, or for personal financial benefit outside of employment. Offensive (i.e. pornographic), harassing, discriminatory, or illegal (i.e. gambling) activities are prohibited. Personal use of software and applications which disrupts or distracts the conduct of the District's business due to volume, timing, or frequency is considered an unacceptable use of the District's resources.
- (b) Home Use of Computers. Office computers may be used at home by the employee since use of authorized software increases the employee's knowledge of the software. Unauthorized software may not be installed or used on the computer. Personal use must comply with this Subsection and the Personal Use of Public Property Policy (Addendum M).

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8.12.3 SOCIAL MEDIA.

The personal use of social networking applications (e.g. Facebook, Twitter, Instagram, and LinkedIn) is not permitted during work time. See Addendum G for the District's Social Media and Internet Usage Policy.

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8.12.4 PERSONAL USE OF PRINTERS, PHOTOCOPY AND FAX MACHINES.

Photocopiers and printers are primarily reserved for the District's use; however, in the case of personal use over and above a reasonable de minimus use, personal copies and printed materials can be made at a cost of \$0.05 cents per page, paid to the Controller. Long distance charges incurred as a result of a personal fax transmission shall be the financial responsibility of the employee and reimbursed to the District.

8.12.5 NON-DISTRICT USE OF EQUIPMENT.

District equipment may only be used for official purposes except as specifically provided for in these rules or the Personal Use of Public Property Policy (Addendum M).

8.12.6 USE OF DISTRICT VEHICLES.

Use of District vehicles shall be in accordance with Section 8.12.14.

8.12.7 DISTRICT-ISSUED CREDIT OR PURCHASING CARD.

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8.12.8 A District credit card may be issued to certain employees to assist in District purchases or travel costs. These cards are to be used for District-related purchases only. Personal use of these cards is not allowed. All charges made to an entity card must be paid upon receipt of the statement. See also Credit Card Forms and Travel Policy (Addenda A and F).

8.12.9 ADMINISTRATIVE OR STAFF TIME.

Employees should not ask administrative or clerical staff to use District time to work on assignments or perform tasks which are not District-related or are for personal use or gain.

8.12.10 VISITORS

8.12.10.1 It is the Department Manager's responsibility to make certain that visitors in District facilities are authorized to be there. Outside visitors who are authorized to be in a facility should be accompanied by an employee of the District.

8.12.11 ASSIGNMENT AND USE OF VEHICLES

8.12.11.1 The General Manager may assign District vehicles to certain persons or positions to take home after working hours. These positions require a vehicle because of their need to respond and to establish communication links in the case of an emergency. District vehicles are provided to enable employees to complete required tasks efficiently and effectively. As a general rule vehicles should remain locked in a secure location when not in use. District vehicles should not be used for non-District purposes or to transport non-District persons unless the reason is documented and approved by the Board or an emergency necessitates the transportation of a non-District person.

8.12.11.2 Use of the vehicle is not part of the position's compensation. Vehicles may be reassigned at any time by the General Manager.

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8.12.11.3 Use of vehicles is limited to business use only. Personal business should not be performed using a District vehicle unless it is incidental to commuting to and from work. Vehicles are provided to enable employees to complete required tasks efficiently and effectively. As a general rule vehicles should remain locked in a secure location when not in use. Vehicles should not be used for non-business purposes or to transport non-District persons unless the reason is documented and approved by the Board. Personal use of vehicles, including commuting to and from work, will be treated as a taxable fringe benefit consistent with Internal Revenue Publication 15-B.

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8.12.11.4 Appropriate passengers in District vehicles include the District trustees,

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officers, employees, contractors, and other persons engaged in the business of the District or otherwise working on business that is incidental or related to the District’s mission. Family members are not permitted in District vehicles except for emergencies when public health, safety, or the welfare of an individual is at risk.

8.12.11.5 District vehicles are District property and are subject to search by the District at any time. No employee using a District vehicle should have any expectation that the assignment or authorized use of a District vehicle gives the employee any type of personal rights in the vehicle, including any privacy rights or rights to store non-District items in the vehicle.

8.12.11.6 Permission from the General Manager is needed to take a District vehicle outside of a 60-mile radius of the District’s boundaries.

8.12.11.7 Where possible, District vehicles should not be left to idle for more than one minute.

8.12.11.8 Employees authorized to use District vehicles will wash them in accordance with the manufacturer’s recommendations. The District will reimburse employees for washing District vehicles upon receipt of an invoice but may decline to provide reimbursement if the washing of the vehicle did not comply with the manufacturer’s recommendations.

8.12.11.9 Employees may use Company vehicles during breaks to obtain lunch, run errands, or conduct other personal business so long as the vehicle does not travel more than five miles from its location at the start of the employee’s break.

8.12.12 SUPPLIER AND VENDOR RELATIONS

8.12.12.1 In general, employees shall not accept any gift or favor that shall influence their decision when securing goods and services from outside vendors. An Employee shall not accept any gift, favor, or gratuity in excess of fifty dollars (\$50.00) in value without the express approval of the District Board of Trustees. Employee's acceptance of gifts or favors shall conform to the “Utah Public Officers' and Employees' Ethics Act”.

8.12.12.2 Small gifts and favors of less than fifty dollars (\$50.00) in value offered to employees to develop relations may be accepted if permitted by statute. These should be reported to the General Manager through the Department Manager.

8.12.12.3 Requests by a supplier to have an employee travel, at the supplier's expense, to inspect facilities, review plans, or any other similar activity must be approved by the General Manager and reported to the Board of Trustees at the next regular Board Meeting.

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8.12.13 COMMUNICATIONS

8.12.13.1 The District desires to cooperate as fully as possible with the news media and to communicate truthfully with the media on District matters appropriate for public knowledge. The Chairperson of the Board of Trustees and the General Manager are the official spokespersons for the District. Any inquiry from the news media should be directed to the General Manager, if possible, or his designated representative in his absence.

8.12.14 SAFETY

8.12.14.1 The District shall not knowingly permit unsafe conditions to exist, nor shall it permit employees to indulge in unsafe acts. Violations of District rules and regulations shall result in disciplinary action.

8.12.14.2 The District believes that the safety of employees and physical property can best be ensured by a meaningful safety program. The General Manager shall develop a safety program for the District.

8.12.14.3 Each employee is responsible to report every work related injury, no matter how slight, to the Department Manager within seven (7) days. Failure to do so may cause the employee to lose insurance coverage to which the employee might otherwise be entitled.

8.12.14.4 Each Department Manager is responsible for ensuring that employees within the Manager's Department report all accidents. The Department Manager is further responsible for seeing that all injuries, no matter how slight, receive immediate treatment and are recorded on the appropriate O.S.H.A. forms.

8.12.15 ACCIDENTS

8.12.15.1 Accidents/incidents involving property damage or harm or injury to an individual shall be reported as soon as possible, or at least within the normal work day, to the Department Manager. A detailed report shall be filed with the General Manager as soon as possible.

8.12.16 EMERGENCY RESPONSE

8.12.16.1 The District has a responsibility to the public to maintain 24-hour emergency response in the case of disaster. All employees should report to the District's headquarters as soon as possible after securing the safety of their families. Please refer to the District's Emergency Response Plan for more information.

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8.12.17 INDEMNIFICATION OF EMPLOYEES

8.12.17.1 Except in cases of proven intentional misconduct or fraud, Trustees, officers, and employees of the District shall be indemnified for acts and omissions occurring during the performance of their duties, within the scope of their employment or under color of authority pursuant to the provisions of the Utah Governmental Immunity Act.

8.12.18 PRIVACY ISSUES

8.12.18.1 District employees must be extremely careful about disclosing information obtained in the performance of their duties which may be considered to be private, confidential, and/or restricted information. Employees should consult with the General Manager or the District's Records Officer when there is any doubt as to whether information may or may not be disclosed.

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8.12.18.2 District employees may not disclose any information about salary information, including their own, to anyone else without the approval of the General Manager or the District's Records Officer.

8.12.18.3 It is the District's policy that whenever a District employee is contacted for a reference concerning present or past employees, that the only information that can be released is whether or not the person was or is employed by the District and the term of that person's employment with the District. It is also District policy that the General Manager be the only one to provide such information. Therefore, any employee contacted for such references should refer the person to the General Manager for that information.

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9 GENERAL RATE AND CONNECTION RULES AND REGULATIONS

9.1 FEE SCHEDULE:

- 9.1.1 The District has developed a separate schedule of rates, fees, charges, and penalties which may be revised and amended from time to time when in the opinion of the District's Board of Trustees, revisions are necessary to yield revenues adequate for the payment of operating expenses, capital improvements, bond indebtedness, and other obligations existing against the system together with any interest due thereon. This schedule is attached hereto as Addendum N entitled "Magna Water District Schedule of Water and Sewer Fees" (hereinafter referred to as the "Fee Schedule") and is adopted and incorporated herein by reference.
- 9.1.2 All charges not specifically listed on the Fee Schedule which are the responsibility of the applicant or customer, including for example, the cost of cutting and replacing pavement and cement where necessary, shall be fixed and charged as determined by the General Manager.
- 9.1.3 All actual costs occasioned by a nonstandard request of a customer and all costs due under applicable contracts shall be paid by the customer. The District's fees for items necessitated by such requests, as set forth in the Fee Schedule, shall also be paid by the customer.
- 9.1.4 Unless the District is otherwise contractually bound, the fees shall be determined from the Fee Schedule in effect at the time payment is made and shall not be determined by any estimate received from the District. There shall be no guarantee that any quoted rate, whether oral or written, shall be in effect when the payment is actually made. If an applicant or customer desires to fix a rate quoted by the District, he must make the payment at that time.
- 9.1.5 Part or all of any fee in the Fee Schedule may be waived by the District's Board of Trustees for any project deemed to serve a beneficial public purpose. Waivers are granted on a case-by-case basis considering the District's circumstances as well as the project's circumstances and therefore cannot be used to create any right for future waivers on the same or similar projects. The applicant must request the fee waiver and provide any requested support for justification of the waiver.

9.2 METERS

All water customers of the District shall be metered and all meters must be purchased through the District. All meters shall be purchased and installed at the expense of the customer. If, for any reason, any meter fails, does not register accurate readings, or cannot

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be read, District personnel may make an estimate of usage based on historical usage and other relevant information.

9.3 WATER RATES FOR WATER CUSTOMERS WITHIN THE DISTRICT

- 9.3.1 RATES FOR ALL CUSTOMERS. All water customers shall be charged the minimum monthly fee as set forth in the Fee Schedule. If a customer uses more water than is covered by the minimum monthly fee, the customer shall pay for such addition water in accordance with the additional water usage fees set forth in the Fee Schedule.
- 9.3.2 MULTIPLE FAMILIES IN SINGLE DWELLING UNITS. The minimum monthly fee set forth in the Fee Schedule shall also be charged for each additional family unit living on the premises of a single dwelling unit.
- 9.3.3 MULTIPLE DWELLING UNITS. Each customer on a master meter of four or more units shall receive the discount set forth in the Fee Schedule for each unit each month. This discount shall be deducted from the monthly water service fee.

9.4 SEWER RATES FOR SEWER CUSTOMERS WITHIN THE DISTRICT

- 9.4.1 RATES FOR ALL CUSTOMERS. All sewer customers shall be charged the minimum monthly fee as set forth in the Fee Schedule. All wastewater tests to determine compliance with the District's Wastewater Regulations shall be at the expense of the customer.
- 9.4.2 MULTIPLE FAMILIES IN SINGLE DWELLING UNITS. The minimum monthly fee set forth in Fee Schedule shall also be charged for each additional family unit living on the premises of a single dwelling unit.
- 9.4.3 MULTIPLE DWELLING UNITS. Each customer on a master meter of four or more units shall receive the discount set forth in the Fee Schedule for each unit each month. This discount shall be deducted from the monthly sewer service fee.
- 9.4.4 COMMERCIAL CUSTOMERS AND SCHOOLS. All commercial customers and schools shall be charged the minimum monthly fee set forth the Fee Schedule plus the additional sewer usage fee if the customer's metered water usage exceeds the amount set forth in the Fee Schedule under the additional sewer usage fee. If the commercial or school account does not have a sprinkling meter, an average of winter usage, or other appropriate amount as determined by District, may be assessed through the summer months of May through September. If usage other than sprinkling cannot be fairly determined, the customer may be required to purchase and install a sprinkling meter.

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- 9.4.5 INDUSTRIAL CUSTOMERS. The District's Board of Trustees shall set rates proportionate to the service rendered to such customers as shall be recommended by the District Engineer.
- 9.4.6 SPECIAL CUSTOMERS AND OTHER UNCLASSIFIED UNITS OR USERS. The District's Board of Trustees shall set rates proportionate to the service rendered to such customers, units, or users as shall be recommended by the consulting engineers of the District.
- 9.5 RATES OUTSIDE THE DISTRICT
A nonresident rate as set forth in the Fee Schedule shall be assessed to all nonresident water and/or sewer customers not otherwise covered by a special contractual agreement with the District pursuant to and consistent with the nonresident fee resolution of the District.
- 9.6 WATER CONNECTIONS AND METER INSTALLATIONS
All applicants for water connections shall pay the applicable fees, including but not limited to engineering, connection, meter set, inspection, and permit fees, as set forth in the Fee Schedule. The applicant is responsible for all installation costs in addition to the District's fees. Applicants for water connections must run the line from the applicant's property to the District's main line at their own expense.
- 9.7 SEWER CONNECTIONS
- 9.7.1 All applicants for sewer connections shall pay the applicable fees, including but not limited to engineering, connection, inspection, and permit fees, as set forth in the Fee Schedule. The applicant is responsible for all installation costs in addition to the District's fees. The applicant is also responsible for adequately maintaining thereafter the applicant's sewer lateral up to the point that it connects with a main sewer line even though the lateral may not be entirely upon the applicant's property.
- 9.7.2 Filtering devices such as grease traps and sand traps shall be installed on new restaurant, service station, and other such sewer connections as the District Engineer deems appropriate. The District Engineer may also require filtering devices to be installed on existing sewer connections, including home business connections, where the District Engineer determines that there is a likely problem with, or violation of, wastewater regulations. The customer is responsible for all installation costs and inspection fees, including those set forth in the Fee Schedule. The customer shall regularly clean and adequately maintain the filters so as to insure that grease, sand, and other such filtered substances do not enter the District's sewer system.

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- 9.7.3 Sampling manholes shall be installed on new nonresidential sewer connections as the District Engineer deems appropriate. The District Engineer may also require sampling manholes to be installed on existing sewer connections, including home business connections, where the District Engineer determines that there is a likely problem with, or violation of, wastewater regulations. The customer is responsible for all installation costs and inspection fees, including those set forth in the Fee Schedule, and for the periodic sampling inspection fees set forth in the Fee Schedule.
- 9.7.4 Sewer flow meters may also be required by the District Engineer on certain new or existing nonresidential sewer connections. In such cases, the customer shall be responsible for all installation costs and inspection fees for the flow meters, including those set forth in the Fee Schedule. The flow meters shall be maintained by the District but the customer remains responsible for such maintenance and periodic reading costs.

9.8 REQUIREMENT FOR BOTH WATER AND SEWER SERVICES

Any customer that receives culinary water service from the District shall be required to receive sewer service from the District if such service is available within 300 feet of the customer's property. Similarly, any customer that receives sewer service from the District shall be required to receive culinary water service from the District if such service is available within 300 feet of the customer's property. In the event that a customer has land which lies partly within the District's service area and partly within another entity's service area, the extent to which water and/or sewer services are to be provided by the District shall be negotiated between the District and the customer.

9.9 FIRE PROTECTION

- 9.9.1 The District provides water to fire hydrants for fire protection purposes free of charge. If the District's Board of Trustees determine that fire hydrants on private property are needed for the protection of the residents of the District, the property owners shall grant to the District, upon demand, a right-of-way or easement to install, maintain, monitor, and use such "public" fire hydrants on their premises. All other fire hydrants on private property are considered to be "private" fire hydrants.
- 9.9.2 Installation, maintenance, and repair of "public" fire hydrants on public and private property shall be at the District's expense and under its direction. Installation, maintenance, and repair of "private" fire hydrants shall be at the customer's responsibility. A flow check vault and meter shall also be installed on all "private" fire hydrants at the customer's expense as set forth in the Fee Schedule, unless the District Engineer expressly waives this requirement in writing because said "private" fire

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hydrant is readily accessible and observable to District personnel. District personnel shall have access to such flow check meters for inspection and monitoring purposes.

9.9.3 Any person desiring to use water from District hydrants for other than fire protection purposes shall make written application therefore and pay to the District the deposit set forth in the Fee Schedule. The applicant shall be required to install a meter assembly to the District-designated hydrant and shall be subject to the all applicable fees in the Fee Schedule. No water usage shall occur at any hydrant other than the metered hydrant designated by the District. The applicant shall be responsible for any and all damage to District property.

9.9.4 If District personnel determine that water from a fire hydrant has been used without authorization, the General Manager may take the following actions. Where the quantity of water involved is less than 100,000 gallons, the General Manager may give notice of the violation and assess a penalty as set forth in the Fee Schedule and the additional water usage fee in the Fee Schedule for the volume of water the General Manager believes was used. Upon a second violation by the same party, the General Manager may assess, in addition to the addition water usage fee for the volume of water believed to have been used, a penalty equal to five times the penalty assessed on the first violation. Upon the third violation by the same party, or where the quantity of water involved is 100,000 gallons or more, the General Manager may treat the violation as an application for a water connection and install an appropriately sized meter, with all associated installation costs and connection fees, as set forth in the Fee Schedule, being assessed to the party in violation of these provisions. Any party tampering with District fire hydrants may also be prosecuted criminally in accordance with state and/or local laws.

9.10 INSPECTIONS

9.10.1 Prior to commencing any service, District personnel shall have the right to inspect all plumbing, lines, laterals, connections, and related facilities within and upon the premises. If the District Engineer does not approve of the same, the applicant shall cause each deficiency identified to be corrected at the applicant's sole expense so as to meet the requirements of the District and of any other governmental entity having jurisdiction.

9.10.2 All customers have the duty to keep their plumbing, lines, laterals, connections, and related facilities operational and in good repair and shall promptly repair any leaks and defects at their own expense. After service has commenced, District personnel shall have the right to inspect all lines, laterals, connections, related facilities, and reasonably accessible plumbing within and upon the premises with reasonable notice

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to the customer to ensure that the District's rules and regulations are being complied with and may require that leaks, defects, and/or violations be corrected.

9.10.3 The various inspection fees are set forth in the Fee Schedule.

9.11 LETTERS TO SALT LAKE COUNTY BOARD OF HEALTH

The fees charged by the District for letters sent to the Salt Lake County Board of Health or other agencies on behalf of applicants are set forth in the Fee Schedule.

9.12 POLICIES CONCERNING SEPTIC SYSTEMS

9.12.1 POLICY ON SEPTIC SYSTEMS NEAR DRINKING WATER SOURCES.

9.12.1.1 It is the policy of the District that septic systems are not to be installed within a Drinking Water Source Protection Zone or Management Area for any of the District's Ground-Water Sources as those terms are defined in § R309-113-6 of the Utah Administrative Code (1994). The District is required under § R309-113-12 to prohibit the installation of any potential contamination source which may discharge into the ground-water either within a 2 mile radius of, or within a 15 year ground-water time of travel to, a drinking water wellhead collection area, whichever is applicable. Septic systems are contamination sources which discharge into the ground-water and therefore cannot be allowed in these areas.

9.12.1.2 The District is also required under § R309-113-11 to control existing potential contamination sources within its Drinking Water Source Protection Zones or Management Areas. Since discharges from septic systems cannot be physically controlled, the District has committed substantial resources to installing new sewer lines to service the areas around its drinking water wellhead collection areas. Existing District regulations require all septic systems on any property which is within 300 feet of a sewer line to be disconnected and sealed and that the wastewater drains be connected to the sewer lines. Closure of such septic systems is necessary to protect the District's drinking water sources.

9.12.1.3 To the extent that another political entity has jurisdiction or authority over an existing or proposed septic system with one of the District's Drinking Water Source Protection Zones or Management Areas and does not honor or follow this policy, it is the District's position that said political entity has thereby accepted all liability for any contamination of the District's drinking water source by the noncomplying septic system.

9.12.2 POLICY ON SEPTIC SYSTEMS IN NONSTANDARD SUBDIVISIONS. It is the policy of the District that septic systems are not to be installed in areas which have

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characteristics similar to those of a subdivision, but for which no formal subdivision approval is being or has been sought. This includes areas where there are, or likely shall be, three or more residences or other buildings with wastewater drains, which are serviced by a common access road that connects to a public roadway containing a sewer line. In such circumstances, the property owners should jointly install a sewer extension line in an appropriate utility easement from the public roadway to the end of the common access road. The District shall cooperate in requiring those who subsequently connect to the extension to pay an appropriate pro rata share of the extension cost. Each property owner seeking approval to install a septic system shall sign a recordable document agreeing to pay his or her prorata share of the extension cost at such time as the extension is to be installed. This policy is intended to prevent piece-meal growth that results in large concentrations of septic systems where sewer service is reasonably available, in accordance with the District's Master Plan.

9.13 GENERAL CONNECTION REQUIREMENTS

- 9.13.1 All connections shall be made directly to District water and sewer mains located in a dedicated roadway or a properly deeded utility easement that is immediately adjacent to or upon the property receiving the service. Installation of private water or sewer laterals or lines across adjacent lots, building premises, or property owned by others shall not be permitted.
- 9.13.2 An applicant may request or propose a location for service connections and meters; however, the final decision as to the location is in the sole discretion of the District.
- 9.13.3 For the purposes of this Subsection 9.13.3, the term “unit” means a portion of the ground floor of building containing an exclusive entrance from the building exterior and separate from all other spaces within the building by a party wall or walls. Each building or unit within a building shall be serviced through its own separate water and sewer lines connected to District mains in a dedicated roadway or a properly deeded utility easement. For flex space buildings in which the building may consist of one unit or be modified to include multiple units, each potential unit must include its own separate water and sewer line as a condition for water and sewer service from the District. Two or more buildings or units on the same property may be serviced through a single connection only upon written authorization by the District, which authorization is in the District's sole discretion. Furthermore, the property owner must agree to be responsible for all payments due the District for each such building or unit and to remain responsible therefor even after any separation of ownership by sale or otherwise of one or more of the buildings or units until the new owner(s) have signed new applications and new connections have been made at the expense of the owners. Where service is currently being provided to two or more buildings or units through a single connection, the District may, in its sole

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discretion, either refuse further service until separate connections have been made or continue to provide service on the condition that the property owner be responsible for all payments due the District for each such building or unit and to remain responsible therefor even after any separation of ownership by sale or otherwise of one or more of the buildings or units until the new owner(s) have signed new applications and new connections have been made at the expense of the owners. For the purposes of this Subsection 9.13.3, the term “unit” means a portion of a building containing an exclusive entrance from the building exterior and separate from all other spaces within the building by a party wall or walls. For flex space buildings in which the building

- 9.13.4 Each property owner must allow the District access to its meters, wherever located, and to all other lines and facilities belonging to, and/or operated by, the District that are within the boundaries of the property being serviced by the District.

9.14 RULES COVERING CONNECTION FEES

- 9.14.1 Any applicant for a water and/or sewer connection to any lot abutting on a street or other right-of-way containing a main water and/or sewer line shall pay the full connection fee therefore.
- 9.14.2 Every single family dwelling unit, whether the unit be part of a duplex or part of a multiple unit complex, and every business establishment whether it be a part of a shopping center or business complex, must pay a sewer and/or water connection fee for each unit or establishment before connecting to the sewer and/or water lines.
- 9.14.3 Unit shall mean one or more rooms designed for or to be occupied by one family or business establishment.
- 9.14.4 Where a water and/or sewer connection has not been used for a period of more than two years for whatever reason, a new application must be filed before service can be resumed. A connection fee shall not be required. However, the applicant shall be responsible for all applicable inspections and for all repairs and/or replacements necessary to bring the applicant's system and connection, including meters, up to the then applicable standards.

9.15 RENTED PREMISES

- 9.15.1 The owner of leased premises, including mobile home rentals and spaces, shall be responsible and liable for all water and sewer services furnished to the tenants of the owner. As an express condition of receiving water or sewer service to leased premises, the owner agrees to, and shall, indemnify, defend, and hold the District harmless against any and all claims made against the District arising in any way out of the owner's conduct or failure to act with respect to the tenant(s), including, but not

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limited to the termination of water and/or sewer service to leased premises at the request of the owner or because of the owner's failure to pay for such service. The owner shall be responsible for all damages, liability, and the District's attorney fees and expenses associated with any such claim.

9.15.2 Billing for water and sewer services shall be sent to the owner. The owner may pass the costs billed on to the tenant or tenants but the owner is responsible for making payment on the billing. A separate billing shall be made for each meter the owner has installed.

9.15.3 All new applications for service to leased premises shall be made by the owner. .

9.16 LINE EXTENSIONS AND CONSTRUCTION WORK

9.16.1 Any person desiring: (1) to have water or sewer service from the District; (2) to have water or sewer service lines extended; (3) to install connections to District facilities; or (4) to do any other construction work affecting District facilities must complete all required forms furnished by the District, comply shall all District requirements, and obtain District approval before proceeding with any improvements or alterations. The fees applicable to such construction projects are set forth in the Fee Schedule.

9.16.2 All construction work of any type must be done in accordance with the District's current standard specifications and typical details (Addendum O). These standard specifications and typical details may be modified or updated from time to time as the District and its engineer deem appropriate. Copies of the current specifications and details are available at the District's offices.

9.16.3 The District, in its sole discretion, may classify a construction project as either a major project or a minor project.

9.16.4 For major construction projects, the property owner or developer and the contractor must execute an Extension Agreement with the District, specifying among other things, the licensing, insurance, security of performance and payment, and warranty requirements for the project. The terms of each such Extension Agreement shall be substantially based on the terms of the District's current standard Extension Agreement (Addendum P), which may be modified or updated from time to time as appropriate.

9.16.5 For minor construction projects, a permit must be obtained by the contractor. A permit may not be issued unless the contractor has on file or places on file with the District a \$10,000 annual License and Permit Bond in the District's name. This License and Permit Bond shall be substantially in the form of the District's standard form, which may be modified or updated from time to time as appropriate. Even though the permit

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is issued to the contractor, the property owner or developer remains responsible for applying for water and/or sewer service, for complying with all District rules and regulations, and for all applicable fees.

9.17 APPLICATIONS

- 9.17.1 Whenever a person or entity desires to obtain a supply of water, a meter installation, or a sewer or water connection, he shall make written application on a form provided by the District, providing the information requested thereon, and shall sign an agreement that, among other things, he shall be governed by such rules and regulations as may be prescribed by the District.
- 9.17.2 A person or entity, by applying for or using service from the District, agrees to be governed by all of the rules and regulations of the District and to pay for such service as billed by the District.
- 9.17.3 Unless expressly indicated otherwise, the person signing an application for service to property held by more than one person or entity is deemed to be a duly authorized agent of the other persons and/or entities. Similarly, the person signing an application for service shall be deemed to be also signing on behalf of his or her spouse.
- 9.17.4 All applicants shall provide evidence of ownership of the property to be served and shall sign a certificate of residency. For residential service, this certificate shall list all persons residing in the residential unit and their respective relationships to the applicant. For other types of service, the certificate shall list all of the individual and/or corporate owners of the property and of the business being operated on the property.
- 9.17.5 An applicant shall provide, upon the District's request, such information and authorization as is necessary for the District to perform credit and/or reference checks as the District deems appropriate. Service shall not commence until after the District has completed and accepted such credit and/or reference checks.
- 9.17.6 An applicant may not obtain new service anywhere within the District until all other accounts with the District are brought current.
- 9.17.7 Applicants remain subject to the District's rules and regulations regardless of whether they continue to be owners of the property served. For example, if an applicant sells the property but remains on the property and the new owners open a new account with the District, service to the property may be terminated if there are any past due amounts on the original applicant's account, regardless of the status of the new applicant's account.
- 9.17.8 A preliminary engineering fee as set forth in the Fee Schedule shall accompany the application unless waived by the District Engineer. Any preliminary engineering fees

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tendered with an application for which the District Engineer waives the fee shall be refunded. Also, if the District Engineer determines, either before or after the

application is submitted, that the engineering required for that particular application shall substantially exceed the amount of the preliminary engineering fee, the District Engineer may require the applicant to pay such additional engineering fees.

9.18 DISCONTINUANCE OF SERVICE

- 9.18.1 Voluntary Discontinuance. Any customer desiring to discontinue water and/or sewer service for any period of time shall make a written request of the discontinuance prior to the date when such service shall be discontinued. Upon filing the written request with the District, the District shall cease billing the monthly charges for the service(s) discontinued. The customer shall remain responsible for all other charges, including a service standby fee if one is set forth in the District's Fee Schedule. Any pre-paid monthly service charges may be applied to other outstanding charges. Any excess amounts may be refunded to the customer.
- 9.18.2 Involuntary Discontinuance. Whenever the District discontinues water and/or sewer service to a customer for failure to comply with any of these rules and regulations, a delinquency fee shall be charged each month until the customer's account is brought current, any violation are corrected, and the customer's conduct is in full compliance with these rules and regulations. The customer shall remain responsible for all other charges, except for the service standby fee, which, unless otherwise specified in the District's Fee Schedule, is the base rate or minimum monthly rate. Any prepayments of monthly service charges shall be applied to other outstanding charges and any excess amount shall be held to cover future charges until the customer's account is brought current and any violations are corrected.
- 9.18.3 Temporary and Permanent Discontinuances. Discontinuances of service may also be classified as "temporary" or "permanent." "Temporary" discontinuances are voluntary discontinuances for periods of three or more consecutive months, up to and including 24 months where the same customer intends to return and resume service at the end of the period. "Permanent" discontinuances include: (1) all voluntary or involuntary discontinuances where the premises are vacated for any period of time with the expectation that a new customer shall eventually occupy the premises (also known as "vacancies"); and (2) all voluntary discontinuances of more than 24 months (see Section 9.14.4). Temporary discontinuances may be ended upon written notice from the customer that service should be resumed. If any District services are used during a temporary discontinuance, the account shall be reassessed as if no discontinuance had been requested. The District may physically shut off service on any permanent discontinuances. The existing customer is responsible for all charges accruing, and for

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any services used, during a permanent vacancy. A new service application is required before service can be resumed after any permanent discontinuance of service.

9.19 UNAUTHORIZED USE OF WATER

9.19.1 If any water customer permits another person from other premises or any unauthorized person to use or obtain water from their building, premises, or fixtures, whether inside or outside the building, the General Manager may terminate the supply of water after notifying the customer in writing. Any water use that continues after the General Manager's notice shall constitute a theft of service and/or water under Subsection 9.25 and applicable law.

9.19.2 A tampering fee as set forth in the Fee Schedule shall be charged to any person tampering with a District meter. In addition, such person shall pay for any and all damage to District property.

9.19.3 In times of drought, shortage, emergencies, or whenever the General Manager determines that it is necessary for the protection of the general health, safety or welfare of the District's residents, the District may implement such conservation measures or water or sewer usage restrictions and limitations as are appropriate for the circumstances. The District shall give such notice of these measures, restrictions, or limitations as is reasonable under the circumstances. Violation of any such measure, restriction, or limitation may result in the imposition of a Tampering Fee or a Serious Rules Violation Fee as set forth in the District's Fee Schedule, and/or the termination of service.

9.19.4 WATER CONSERVATION & RESTRICTIONS.

The District has the following four distinct levels of water conservation requirements, restrictions, and penalties that may be imposed by the District's Board of Trustees, in any order or sequence:

Level 1 Voluntary Water Conservation

Level 2 Mandatory Water Conservation

Level 3 Mandatory Water Restrictions

Level 4 Emergency Water Restrictions

9.19.3.1 Level 1 Voluntary Water Conservation includes the District's three-tiered water rate structure which encourages the conservation of water through pricing. It also includes conservation awareness and education efforts, and all other voluntary efforts by the District and/or the public to conserve and make wise use of this limited resource. Level 1 is always in effect, unless a higher level has been

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imposed, and there are no notice requirements associated with Level 1. Level 1 encourages voluntary water conservation practices such as: no outdoor watering during the heat of the day; efficient sprinkler systems; use of drought-tolerant plants and grasses; use of low-use water fixtures; and any other means of reducing the use of water.

9.19.3.2

Level 2 Mandatory Water Conservation includes directives imposed by the District's Board of Trustees which limit the manner of use, but not directly the quantity of use, such as limitations as to the time of day and/or the days of the week when outdoor water is permitted. Notice of Level 2 requirements shall be given by mail to the billing addresses or by publishing once a week for two weeks in a newspaper of general circulation locally. The four step enforcement procedure associated with this level is as follows:

- (1) Upon the first violation, the District shall send a Notice of Violation by regular mail to the billing and service addresses for the subject property and shall include a copy of this Section 9.19.3 and any other appropriate conservation information. This step shall be used to educate users to assist in the changing of water use habits.
- (2) Upon the second violation, the District shall hand-deliver a Warning Letter setting forth the specific requirements violated and any measures that must be taken in order to avoid further violations. This warning shall also state that violation fees shall be imposed on all subsequent violations in that calendar year.
- (3) Upon the third violation, the District shall impose a Conservation Violation Fee as set forth in the District's Fee Schedule and notice of the imposition of the violation fee shall be given by regular mail to the billing and service addresses of the subject property.
- (4) For each subsequent violation, the District shall impose a violation fee that is twice the amount of the Conservation Violation Fee set forth in the District's Fee Schedule. Notice of the imposition of the violation fee shall be given by regular mail to the billing and service addresses of the subject property.

9.19.3.3

Level 3 Mandatory Water Restrictions include directives imposed by the District's Board of Trustees which limit the quantity of use of water by the adoption of temporary, emergency increases in the third tier, or the second tier and the third tier, of the District's water rate structure, and/or other restrictions imposed by the Board, such as temporary bans on the installations on new lawns which shall require intensive waterings. The amount of the increase shall

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include a water restriction violation fee and the increased rates shall apply to all water usage in the tier(s) upon which the increased rates are imposed. Notice of Level 3 Restrictions shall be by direct mailing to the billing and service addresses following a duly noticed public hearing as required for a rate increase. The

Resolution imposing Level 3 restrictions shall state when the increase rates and other Level 3 restrictions expire.

9.19.3.4

Level 4 Emergency Water Restrictions may include restrictions in both the quantity and/or the manner of use of water, such as no outdoor watering, or outdoor watering for a limited time or times each week, or such other restrictions as the Board of Trustees deems is appropriate under the specific conditions and circumstances. The District shall give whatever notice is practical under the circumstances, including announcements through the radio, television, and/or daily print media, followed up by direct mailing to the billing and service addresses and a duly noticed public hearing as soon as possible. Level 4 Restrictions may be for a fixed period of time or until the Board of Trustees revokes them. The three step enforcement procedure at this level is as follows:

- (1) Upon the first violation, the District shall mail a Notice of Violation by regular mail to the billing and service addresses for the subject property and shall hand-deliver a copy thereof to any owner, resident, employee or agent that can be found at the subject property. This warning shall set forth the specific requirements violated and any measures that must be taken in order to avoid further violations. A copy of this Section 9.19.3 and of the Resolution imposing the Level 4 restrictions shall be included with the notice. This warning shall also state that violation fees shall be imposed on all subsequent violations in that calendar year and that water service may be suspended upon or after the third violation.
- (2) Upon the second violation, the District shall impose a Conservation Violation Fee as set forth in the District's Fee Schedule and any additional fees set forth in the Resolution imposing the Level 4 restrictions. The District shall also mail a Notice of Serious Violation by regular mail to the billing and service addresses for the subject property and shall hand-deliver a copy thereof to any owner, resident, employee, or agent that can be found at the subject property. This Notice shall set forth the specific requirements violated and any measures that must be taken in order to avoid further violations and/or suspension of service.
- (3) Upon any subsequent violations, the District shall impose the Serious Violation Fee set forth in the District's Fee Schedule and the General

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Manager shall determine whether and when suspension of service is appropriate under the circumstances. The District shall provide notice by

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mail to the billing and service addresses of each such Serious Violation Fee imposed and/or that water service has been suspended.

- 9.19.3.5 As a general and ongoing conservation requirement, it is the policy of the District that no outdoor watering shall be allowed with water provided by the District between the hours of 10:00 a.m. and 6:00 p.m., except in special, temporary situations where frequent waterings are required, such as with newly planted lawns.
- 9.19.3.6 Violations must be duly verified by a District employee. Each day that a violation continues is considered to be a new violation. The number of violations received is calculated on calendar year basis. Violations at one level are not counted in the violation total of any other level. All violation fees shall be assessed on the culinary water bills.
- 9.19.3.7 Where hand-delivery is specified in this Section 9.19.3, if the District's staff is unable to locate the water user during three attempts to do so, the required delivery may be made by regular mail to the billing and service addresses.

9.20 PENALTIES

Failure to make the necessary applications, give notice, make payment on the bills rendered, or abide by all the District's rules and regulations shall subject the person to the applicable fees or penalties set forth in the Fee Schedule.

9.21 SUPERVISOR TO HAVE FREE ACCESS

Free access at all ordinary hours shall be allowed the supervisor or other authorized persons to all places supplied with water from the waterworks system and wastewater system, to examine the apparatus, amount of water used or wastewater discharged, and the manner of its use.

9.22 BILLING

- 9.22.1 All water and/or sewer customers shall be billed monthly. The bill may include a statement for both water and sewer services and when such consolidated statement is furnished, the bill shall show the separate charges due for the respective services furnished; provided however, that all customers shall pay the total sum of the charges continued on said billing.
- 9.22.2 Customers are responsible for water lost through leaks on the customer's side of the meter. Therefore, credits shall be issued to customers only for errors in billing.

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Commented [A88]: You'll need to do this to know when the notice was received for the shutoff procedures that trigger 14 days after receipt.

9.23 DELINQUENT ACCOUNTS

9.23.1 All bills rendered for water and/or sewer service provided, facilities furnished, and for all contractual fees and/or any other valid charge made by the District shall become past due twenty-five (25) days after billing. The District shall give written notice that the account is past due and that service shall be discontinued without appropriate arrangements or payment in full within 14 days of receipt of the notice of delinquency. All past due accounts are subject to the appropriate penalties set forth in the Fee Schedule and to the recording of a lien upon the real property receiving the services or otherwise associated with the fees or charges that are delinquent. In addition, reasonable collection and/or attorney fees and expenses shall be assessed and collected and must be paid in full prior to any reinstatement of service.

9.23.2 When the account of a customer receiving only sewer services from the District becomes delinquent, the District shall give the customer, in addition to the notice required above, written notice that the customer shall be responsible for the costs of disconnecting and reconnecting sewer services, an estimate of those costs, and a warning of the effects of having sewer service terminated, including possible actions by state and/or local health departments.

9.23.3 If an account owner has filed for any type of bankruptcy which affects an account with the District, the District may give the account owner written notice that a security deposit must be provided to the District within 20 days in order to continue to receive service from the District. The amount of the deposit shall be the average of the two highest monthly billings in the last 24 months. This deposit may be applied to past due amounts on the account accruing after the filing of bankruptcy at the discretion of District. Thereafter, another notice requiring a new security deposit may be given.

9.24 IMPLEMENTATION OF THESE PROVISIONS

The General Manager may establish reasonable rules and guidelines to assist in the implementation of any or all of these provisions. Such rules and guidelines shall be binding unless expressly revoked by the District's Board of Trustees.

9.25 PROHIBITED ACTS

9.25.1 No person shall, after water or sewer service has been terminated either for nonpayment of water or sewer charges or for the violation of the rules and regulations pertaining to the water and sewer systems of the District, turn on or allow water to be turned on or used without written authority from the District or shall restore sewer service, cause or allow sewer service to be restored, or use such sewer service without written authority from the District.

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- 9.25.2 No person shall destroy, deface, injure, or interfere with the operation of any part, pipe, fixture, appliance, meter or appearance of the District water and sewer system.
- 9.25.3 No person shall place, cause to be placed, or induce into the District's water system or any source of water supplying said system, any matter, substance, chemical, or compound poisonous to the human life or harmful to human health.
- 9.25.3..1 The District's locally established limit with respect to the chemical compound known as perchlorate is set forth in Addendum Q. The District may review and revise this local drinking water limit from time to time, taking into account new data on health effects, sources and occurrence, treatment techniques and associated issues, analytical feasibility, standards adopted nationwide, in Utah, and in other jurisdictions, and any other relevant information. In the event that the perchlorate level in a District water source is found by the District to exceed the limit set forth in Addendum Q, the District shall, in its own discretion, either cease use of that water source as a public drinking water supply or shall treat that water to remove the perchlorate to a level which shall not violate the standard set forth in Addendum Q. In addition to any other actions provided for or required by these regulations, the District shall take appropriate actions to identify the party(ies) responsible for the introduction of perchlorate into the water source and seek appropriate action by, and recovery from, any such responsible party(ies).
- 9.25.4 No person shall connect any roof drains, surface drains or underground water drains into the sewer system, and if any such connections are found to exist, the District shall have the right to discontinue water and sewer service to the party responsible therefore until the necessary corrections have been made and the practice discontinued.
- 9.25.5 No person shall open any sewer manhole, uncover any meter box or valve box, connect to any District facility, or use any District service without written permission from the District.
- 9.25.6 The District may, in its sole discretion, pursue criminal charges against any person or entity who violates the above prohibited acts in accordance with applicable law.

9.26 DISTRICT NOT LIABLE FOR DAMAGES

- 9.26.1 The District shall not be held liable for damages of any kind to any party of by reason of stoppage or interruption of the water supply or flooding caused by: scarcity of water; accidents to water works or mains; alterations, maintenance, or repair work; or from any other reasonably unavoidable cause, nor shall such stoppages or reductions entitle a customer to a reduction in their water bill or any other amounts owing to the District for services the District provided.

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- 9.26.2 The District shall not be held liable for damages to any party by reason of sewer blockage caused by: accidents to sewer works or mains; alterations or repair work; or from any other reasonably unavoidable cause.
- 9.26.3 In the event of flooding from an apparent water line break or a sewer blockage, District personnel shall notify each affected property owner in writing that: (1) the District is investigating the cause and shall report the location of the problem; (2) the District shall correct problems located in the main water or sewer lines, but that each property owner is responsible for the repair of their own water laterals and for the removal of any blockage in their sewer laterals; (3) the property owner should immediately arrange for the cleanup of their own property; and (4) the District is not liable for damages to any party by reason of flooding from a water line break or a sewer line blockage caused by: accidents to water or sewer works or mains; alterations or repair work; or from any other reasonably unavoidable cause.

Commented [A89]: There was some discussion about including language about the Board covering damages that are its fault. In such cases, the District would likely be liable any way under the law and I think including specific language here could prove problematic and could inadvertently limit the District's defenses under the law.

9.27 RECORDS MANAGEMENT

- 9.27.1 **GENERAL PURPOSE.** The purpose of this Section 9.27 is to establish guidelines for open government information recognizing the need to maintain and preserve accurate records, provide public access to public records and preserve the right of privacy of personal data collected or received by the District.
- 9.27.2 **RECORDS OFFICER.** The Controller shall act as the District's sole Records Officer.
- 9.27.3 **DISTRICT POLICY.** The District recognizes the enactment of Government Records Access and Management Act (U.C.A. 63G-2-101, et seq.) and the application of that act to the District records. The purpose of these regulations is to conform to U.C.A. 63G-2-701 which provides that each political subdivision may adopt an ordinance or a policy relating to information practices including classification, designation, access, denials, segregation, appeals, management, retention and amendment of records. The intent of this policy is to provide modification to the general provision of State law, where allowed, to best meet the public needs, operation, management capabilities and resources of the District.
- 9.27.4 **COMPLIANCE WITH STATE LAW.** In adopting the policy, the District recognizes the following sections of the Government Records Access and Management Act apply to the District and adopt by reference these provisions as part of this policy. Any inconsistency or conflict between this policy and the following reference statutes shall be governed by the statute. Statutes adopted by reference include:

General Provisions

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- 63G-2-101 Short title
- 63G-2-102 Legislative intent
- 63G-2-103 Definitions
- 63G-2-104 Administrative Procedure Act not applicable
- 63G-2-105 Confidentiality agreements

Access to Records

- 63G-2-201 Right to inspect records and receive copies of records
- 63G-2-202 Access to private, controlled and protected documents
- 63G-2-205 Denials
- 63G-2-206 Sharing records
- 63G-2-207 Subpoenas

Classification

- 63G-2-301 Public records
- 63G-2-302 Private records
- 63G-2-303 Private information concerning certain government employees
- 63G-2-304 Controlled records
- 63G-2-305 Protected records
- 63G-2-305.5 Viewing or obtaining lists of signatures
- 63G-2-306 Procedure to determine classification
- 63G-3-307 Duty to evaluate records and make designations and classifications
- 63G-2-308 Allowing or denying access based on status of information in a record
- 63G-2-309 Confidentiality claims
- 63G-3-310 Records made public after 75 years

Accuracy of Records

- 63G-2-601 Rights of individuals on whom data is maintained

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63G-2-602 Disclosure to subject of records - Context
of use 63G-2-603 Requests to amend a record - Appeals

Applicability to Political Subdivisions

63G-2-701 Ordinance in compliance with chapter 2 of Title 63G of the
Utah Code

Remedies

63G-2-801 Criminal penalties

63G-2-802 Injunction - Attorneys' Fees

63G-2-803 No liability for certain decisions of a governmental entity

63G-2-804 Disciplinary action

9.27.5 DEFINITIONS. As used in this Section, the following definitions shall be
applicable:

- (a) "Act" shall refer to the Government Records Access and Management Act ,
U.C.A. 63G-2-101, et seq., as amended.
- (b) "District" shall refer to Magna Water District and to any public or private entity
which pursuant to contract with the District has agreed to produce and maintain
public District records.
- (c) "Computer program" means the series of instructions or statements that permit
the functioning of a computer system in a manner designed to provide storage,
retrieval, and manipulation of data from the computer system, and any
associated documentation, manuals, or other source material explaining how to
operate the software program. "Compute program" does not include the original
data (numbers, text, voice, graphics, and images); analysis, compilation, and
other manipulated forms of the original data produced by use of the program; or
the mathematical or statistical formulas, excluding the underlying mathematical
algorithms contained in the program, that would be used if the manipulated
forms of the original data were to be produced manually.
- (d) "Controlled" records that contain data on individuals that are controlled under
U.C.A. 63G-2-304 or applicable successor statute.
- (e) "Data" shall refer to individual entries (for example, birth date, address, etc.) in
records.
- (f) "Dispose" means to destroy, or render irretrievable or illegible, a record or the
information contained in it by any physical, electronic, or other means, including

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- unauthorized deletion or erasure of electronically recorded audio, visual, nonwritten formats, data processing or other records.
- (g) “Nonpublic” records shall refer to those records defined as private, controlled, or protected under the provisions of the Act.
 - (h) “Private” records shall refer to those records classified as private under the provisions of the Act.
 - (i) “Protected” records shall refer to those records classified as protected under the provisions of the Act.
 - (j) “Public” records shall refer to those records which have not been classified as nonpublic in accordance with the provisions of the Act.
 - (k) “Record” means all books, letters, documents, papers, maps, plans, photographs, films, cards, tapes, recordings, or other documentary materials, and electronic data regardless of physical form or characteristics, prepared, owned, used, received, or retained by the District where all the information in the original is reproducible by some mechanical, electronic, photographic or other means.
 - (l) “Record” does not mean:
 - (i) A personal note or personal communication prepared or received by an employee or officer of a governmental entity in a capacity other than the employee’s or officer’s governmental capacity or that is unrelated to the conduct of the public’s business.
 - (ii) Temporary drafts of similar materials prepared for the originator’s personal use or prepared by the originator for the personal use of a person for whom he is working;
 - (iii) Materials that are legally owned by an individual in his private capacity;
 - (iv) Materials to which access is limited by the laws of copyright or patent;
 - (v) Junk mail or commercial publications received by the District or by an officer or employee of the District;
 - (vi) A computer program that is developed or purchased by or for any governmental entity for its own use; or
 - (vii) a telephone number or similar code used to access a mobile communication device that is used by an employee or officer of a governmental entity, provided that the employee or officer of the

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governmental entity has designated at least one business telephone number that is a public record as provided in U.C.A. 63G-2-301 or applicable successor statute.

(viii) Information that an owner of unimproved property provides to a local entity as provided in U.C.A. 11-42-205 or applicable successor statute.

(ix) Proprietary computer software programs as defined in Subsection 9.27.4(c) above that are developed or purchased by or for the District for its own use.

9.27.6 PUBLIC RIGHT TO RECORDS

9.27.5.1 Members of the public shall have the right to see, review, examine and take copies, in any format maintained by the District, of all District governmental records defined as “public” under the provisions of this Policy, upon the payment of the lawful fee and pursuant to the provisions of this Policy and the Act.

9.27.5.2 The District has no obligation to create a record or record series in response to a request from a member of the public, if the record requested is not otherwise regularly maintained or kept.

9.27.5.3 When a record is temporarily held by a custodial District agency, pursuant to that custodial agency's statutory functions, such as records storage, investigation, litigation or audit, the record shall not be considered a record of the custodial agency for the purposes of this Policy. The record shall be considered a record of the District and any requests for access to such records shall be direct to the District, rather than the custodial agency, pursuant to these procedures.

9.27.7 PUBLIC, PRIVATE, CONTROLLED AND PROTECTED RECORDS

9.27.6.1 Public records shall be those District records defined as such in the Act. (U.C.A. 63G-2-301.) Public records shall be made available to any person. All District records are considered public unless they are (1) expressly designated, classified, or defined otherwise by the District in accordance with policies and procedures established by this Policy, (2) are so designated, classified or defined by the Act, or (3) are made nonpublic by other applicable law.

9.27.6.2 Private records shall be those District records classified as “private”, as defined in the Act (U.C.A. 63G-2-302) and as designated, classified, or defined in procedures established pursuant to this Policy. Private records shall be made available to the following persons: The subject of the record, the parent or legal guardian of a minor who is the subject of the record, the legal guardian of an incapacitated individual who is the subject of the record, any person who has a power of attorney or a notarized release from the subject of the record or his legal representative, or any person presenting a legislative subpoena or a court order

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issued by a court of competent jurisdiction.

9.27.6.3 Controlled records shall be those District records classified as “controlled”, as defined in the Act, (U.C.A. 63G-2-303) and as designated, classified, defined in procedures established in this Policy. Controlled records shall be made available to a physician, psychologist, or licensed social worker who submits a notarized release form the subject of the record or any person presenting a legislative subpoena or a court order signed by a judge of competent jurisdiction.

9.27.6.4 Protected records shall be those District records classified as “protected”, as defined in the Act, (U.C.A. 63G-2-304) and as designated, classified or defined in procedures established in this Policy. Protected records shall be made available to the person who submitted the information in the record, to a person who has power of attorney or notarized release from any persons or governmental entities whose interests are protected by the classification of the record, or to any person presenting a legislative subpoena or a court order regarding the release of the information and signed by a judge or competent jurisdiction.

9.27.8 PRIVACY RIGHTS

9.27.7.1 The District recognizes and upholds the personal right of privacy retained by persons who may be the subject of governmental records.

9.27.7.2 The District may, as determined appropriate by the manager, notify the subject of a record that a request for access to the subject's record has been made.

9.27.7.3 The District may require that the requester of records provide a written release, notarized within thirty (30) days before the request, from the subject of the records in question before access to such records is provided.

9.27.9 DESIGNATION, CLASSIFICATION AND RETENTION: All District records and record series, of any format, shall be designated, classified and scheduled for retention according to the provisions of the Act and this Policy. Any records or record series generated in the future shall also be so designated, classified and scheduled for retention. Records designation classification and scheduling for retention shall be conducted under the supervision of the District Records Officer.

9.27.10 PROCEDURES FOR RECORDS REQUEST

9.27.9.1 Under circumstances in which a District is not able to immediately respond to a records request, the requester shall fill out and present to the District a written request on forms provided by the District. The date and time of the request shall be noted on the written request form and all time frames provided under this Policy shall commence from that time and date. Requesters of nonpublic information shall adequately identify themselves and their status prior to

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receiving access to nonpublic records.

- 9.27.9.2 The District may respond to a request for a record by approving the request and providing the records, denying the request, or such other appropriate response as may be established by policies and procedures.
- 9.27.9.3 In most circumstances and excepting those eventualities set out below, the District shall respond to a written request for a public record within ten (10) business days after that request.
- 9.27.9.4 Extraordinary circumstances shall justify the District's failure to respond to a written request for a public record within ten business days and shall extend the time for response thereto that time reasonably necessary to respond to the request, as determined by the General Manager. Extraordinary circumstances shall include but not be limited to the following:
- (a) Some other governmental entity is currently and actively using the record requested;
 - (b) The record requested is for either a voluminous quantity of records or requires the District to review a large number of records or perform extensive research to locate the materials requested;
 - (c) The District is currently processing either a large number of records requests is subject to extraordinary seasonal work loads in the processing of other work;
 - (d) The request involves an analysis of legal issues to determine the proper response to the request;
 - (e) The request involves extensive editing to separate public data in a record from that which is not public; or
 - (f) Providing the information requested requires computer programming or other format manipulation.
- 9.27.9.5 When a record request cannot be responded to within ten (10) days, the General Manager shall give the requester an estimate of the time required to respond to the request.
- 9.27.9.6 The failure or inability of the District to respond to a request for a record within the time frames set out herein, or the District's denial of such a request, shall give the requester the right to appeal as provided in Subsection 9.6.11.
- 9.27.10 Applicable fees for the processing of information requests under this Policy shall

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generally be set at actual cost or as otherwise established by policies adopted under this Policy. The District shall charge the fees set forth in the Fee Schedule for requests relating to the Act:

9.27.11 APPEAL PROCESS

- 9.27.11.1 Any person aggrieved by the District's denial or claim of extraordinary circumstances may appeal the determination within 30 days after notice of the District's action to the General Manager by filing a written notice of appeal. The notice of appeal shall contain the petitioner's name, address, phone number, relief sought and if petitioner desires, a short statement of the facts, reasons and legal authority for the appeal.
- 9.27.11.2 If the appeal involves a record that is subject to business confidentiality or affects the privacy rights of an individual, the General Manager may send a notice of the requester's appeal to the effected person.
- 9.27.11.3 The General Manager shall make a determination on the appeal within 30 days after receipt of the appeal. During this 30 day period the General Manager may schedule an informal hearing or request any additional information deemed necessary to make a determination. The General Manager shall send written notice to all participants providing the reasons for the General Manager's determination.
- 9.27.11.4 In addition, if the General Manager affirms the denial in whole or in part, the denial shall include a statement that the requester has a right to appeal the denial to the District's Board of Trustees within thirty days at the next scheduled meeting.
- 9.27.11.5 The person may file a written notice of appeal to the Board of Trustees to be heard at the next scheduled meeting of the Board. If there is no meeting scheduled in the next thirty days the Board of Trustees shall schedule a meeting for the purpose of hearing the appeal. The final decision of the Board of Trustees shall be by majority vote of a quorum of the Board. The Board shall prepare a written decision outlining their final determination and reasons for the final determination.
- 9.27.11.6 If the board of Trustees affirms the denial, in whole or in part, the person may petition for judicial review in district court as provided in U.C.A. 63G-2-404.
- 9.27.12 Reasonable Accommodation: Reasonable accommodations regarding access to governmental records shall be provided to persons with disabilities in accordance with the Americans with Disabilities Act upon request of the applicant.
- 9.27.13 Records Amendments: Government records held by the District may be amended or

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corrected as needed. Requests for amendments, corrections, or other changes shall be made in writing to the District having custody of the records and setting forth, with specificity, the amendment or correction requested. When an amendment or correction of a government record is made, only the amended or corrected record shall be retained, unless provided otherwise by the Act or other State or Federal law.

9.27.14 PENALTIES

9.27.14.1 District employees who knowingly refuse to permit access to records in accordance with the Act and this Policy, who knowingly permit access to nonpublic records, or who knowingly, without authorization or legal authority, dispose of, alter, or remove records or allow other persons to do so in violation of the provisions of the Act, this Policy or other law or regulation may be subject to criminal prosecution and disciplinary action, including termination.

9.27.14.2 In accordance with the Act, neither the District nor any of its officers or employees shall be liable for damages resulting from the release of a record where the requester presented evidence of authority to obtain the record, even if it may be subsequently determined that the requester had no such authority.

9.27.15 RECORDS OFFICER: There shall be appointed a District Records Officer to oversee and coordinate records access, management and archives activities. The Records Officer shall make annual reports of records services activities to the Board of Trustees.

9.27.16 RECORDS MAINTENANCE

9.27.16.1 Records maintenance procedures shall be developed to ensure that due care is taken to maintain and preserve District records safely and accurately over the long term. The Records Officer shall be responsible for monitoring the application and use of technical processes in the creation, duplication and disposal of District records. He/she shall monitor compliance with required standards of quality, permanence, and admissibility pertaining to the creation, use and maintenance of records.

9.27.16.2 All District records shall remain the property of the District unless federal or state legal authority provides otherwise. Property rights to District records may not be permanently transferred from the District to any private individual or entity, including those legally disposable obsolete District records. This prohibition does not include the providing of copies of District records otherwise produced for release or distribution under this Section.

9.27.16.3 Custodians of any District records shall, at the expiration of their terms of office, appoint or employment, deliver custody and control of all records kept or received by them to their successors, management, or to the District Records

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9.27.17 SERIES CLASSIFICATIONS

- 9.27.17.1 All Performance Evaluation records shall be classified as private.
- 9.27.17.2 Utility Ledger Cards, Shutoff Lists and Delinquent Account Lists shall be classified as private.
- 9.27.17.3 Modifications to licensed software or licensed software systems shall be classified as confidential.
- 9.27.17.4 Data contained in certain computer files may be be treated as private under U.C.A. 63G-2-302(2)(d), subject to review by the General Manager on a case by case basis.
- 9.27.17.5 All records and information describing District facilities or infrastructure in any specific detail and/or identifying the location of such facilities or infrastructure by anything more detailed than a street address shall be classified as protected.
- 9.27.17.6 All records and information previously obtained, or hereafter obtained, by the District from third parties under express, written confidentiality agreements which consist of the types of records or information described in U.C.A. 63G-2-304, specifically including, but not limited to subsections (1) through (4) shall be classified as protected.
- 9.27.17.7 All “protected health information” under the federal Health Insurance Portability and Accountability Act (HIPAA) (Pub. Law 104-191)), i.e., records and information obtained and/or maintained by the District that “relate to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual,” as well as those “that contain medical, psychiatric, or psychological data about an individual,” the release of which would be detrimental to the subject individual or to the safety of others, or would constitute a violation of professional practice or ethics or law, as described in U.C.A. 63G-2-303, shall be classified as controlled.

Deleted: <#>All personnel data, including computer files in the “PAY” group, except that specifically designated as public by statute, shall be classified as private.¶

Deleted: UT.MST and UT.HST, Billing Adjustment Records, Billing Registers, Customer Application Records, Customer Deposit Cards, Remittance Stubs and the “Customer Name” field on the Utility Meter Books shall

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10 IMPACT FEES POLICY

10.27 PURPOSE

This Section of the Magna Water District’s Administrative Rules and Regulations Manual shall be known as the District’s Impact Fees Policy. The Impact Fees Policy is promulgated pursuant to the requirements of the Impact Fees Act, U.C.A. 11-36a-101 through § 11- 36c-705 (the “Act”). If a conflict between the Impact Fees Policy and a provision of the Act applicable to the District, including subsequent amendments, the Act shall control.

10.28 DEFINITIONS

Words and phrases that are defined in the Act shall have the same definition in the Impact Fees Policy. The following words and phrases shall have the following meanings:

1. “Impact Fee Facilities Plan” means the plan required by § 11-36a-301 of the Act as provided in Section 4 of the Impact Fees Policy.
2. “Developer” means any person or entity desiring to be engaged in development activity.
3. “Development activity” means any construction or expansion of a building, structure or use, any change in use of a building or structure, or any change in the use of land that creates additional demand and need for public facilities.
4. “Development approval” means any written authorization from the District that authorizes the commencement of development activity including, but not limited to, letters of availability for water and/or sewer service.
5. “Hookup fees” means reasonable fees, not in excess of the approximate average costs to the District for services provided for and directly attributable to the connection to utility services provided by the District.
6. “Impact fee” means a payment of money imposed upon development activity as a condition of development approval. “Impact fee” does not include a tax, a special assessment, a hookup fee, a fee for project improvements, or any other reasonable permit or application fee.
7. “Project improvements” means site improvements and facilities that are planned and designed to provide service for development resulting from a development activity and are necessary for the use and convenience of the occupants or users of the development resulting from a development activity. “Project improvements” do not include “system improvements.”

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8. “Proportionate share” of the cost of public facility improvements means an amount that is roughly proportionate and reasonably related to the service demands and needs of a development activity.
9. “Service area” refers to a geographic area designated by the District on the basis of sound planning or engineering principles in which a defined set of the District's public facilities provide service. The District may be divided into several service areas or a service area may include the entire District. Unless specifically indicated otherwise, “service area” shall refer to the entire District.
10. “System improvements” refers both to existing public facilities designed to provide services to the District's service area(s) at large and to future public facilities identified in a Impact Fee Facilities Plan adopted by the District that are intended to provide services to the District's service area(s) at large. “System improvements” do not include “project improvements.”

10.29 IMPACT FEES

Whenever a customer receives either a new connection or an enlarged connection into the District's water system and/or the District's sewage collection system, or otherwise engages in development activity, appropriate fees and charges shall be assessed, as set forth in the District's Fee Schedule in Addendum N.

- 10.29.15 PUBLIC FACILITIES. The District supplies water and collects and disposes of sewage. For the cost of “public facilities” owned or operated by or on behalf of the District to qualify for inclusion in the District's impact fees, those facilities must have a life expectancy of ten or more years and may consist of water rights, water supply, treatment and distribution facilities, and/or wastewater collection and treatment facilities.
- 10.29.16 ENACTMENT OF IMPACT FEES. The Board of Trustees of the District may from time to time, by resolution, enact or modify impact fees in that do not exceed the highest fees justified by the impact fee analysis under Section 10.4 in accordance with the procedure and requirements of the Act and this Section.
- 10.3.2.1 ELEMENTS. In calculating the impact fees, the District may include the construction contract price, land acquisition costs, costs of improvements, materials costs, the cost of fixtures, fees for planning, surveying, and engineering services provided for and directly related to the construction of system improvements, and debt service charges if the District might use impact fees as a revenue stream to pay principal and interest on bonds or other obligations to finance the cost of system improvements.

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10.3.2.2 NOTICE AND HEARING. Before approving the resolution, the District shall hold a public hearing and make a copy of the resolution available to the public at least fourteen (14) days before the date of the hearing, all in conformity with the requirements of U.C.A.17B-1-111. After the public hearing, the Board of Trustees may adopt the impact fee resolution as proposed; amend the impact fee resolution and adopt or reject it as amended; or reject the resolution.

10.3.2.3 CONTENTS of the Resolution. The resolution adopting or modifying an impact fee shall contain such detail and elements as deemed appropriate by the Board of Trustees, including a designation of the service area or service areas within which the impact fee is to be calculated and imposed. The resolution shall include (i) a schedule of impact fees for each type of development activity specifying the amount of the impact fee to be imposed for each type of system improvement or (ii) the formula to be used by the District in calculating each impact fee, or both.

10.3.2.3.1 ADJUSTMENTS. The resolution shall specifically state that the standard impact fee may be adjusted at the time the fee is charged in response to unusual circumstances in specific cases and to insure that impact fees are imposed fairly. Even if that provision is missing from the resolution, the District shall have the right, power and authority to adjust impact fees in response to unusual individual circumstances to achieve fairness. By way of illustration, but not limitation, the impact fee may be adjusted, under appropriate circumstances, based upon studies and data submitted by the developer. Furthermore, as provided in Subsection 10.5.1, low income housing and other development activities with broad public purposes may be exempted by the Board of Trustee, in whole or in part, from impact fees. Where such an exemption is granted, one or more sources of funds other than impact fees may be identified to offset impact fees attributable to that development activity.

10.3.2.3.2 PREVIOUSLY INCURRED COSTS. To the extent that new growth and development shall be served by previously constructed improvements, the District's impact fee may include public facility costs previously incurred by the District. Where such is the case, the resolution should make specific reference to the cost of previously constructed improvements being included in the impact fee. Should, however, such reference not be included in the resolution, and should part of the impact fee be based upon such previously incurred costs, this provision shall be deemed to be incorporated in the resolution in satisfaction of any requirement of the Act

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that the resolution make specific reference to the imposition of an impact fee for previously incurred public facility costs.

- 10.3.3 DEVELOPER CREDITS. A developer may be allowed a credit against impact fees for any dedication of land for, improvement to, or new construction of system improvements provided by the developer provided that those public facilities provided by the developer are (i) identified in the District's Impact Fee Facilities Plan and (ii) required by the District as a condition of approving the development activity. Otherwise, no credit may be allowed.
- 10.3.4 IMPACT FEES ACCOUNTING. The District shall establish separate interest bearing ledger accounts for each type of public facility for which an impact fee promulgated in accordance with the requirements of the Impact Fees Policy is collected. Impact fee receipts are to be deposited in the appropriate ledger account. Interest earned on each fund or account is to be retained in that fund or account.
- 10.3.4.1 LEDGER ACCOUNT TYPES. The District directly or indirectly operates water supply facilities and sewage collection, transportation and treatment facilities. The District shall maintain one or more appropriate ledger accounts and make appropriate expenditures from each account.
- 10.3.4.2 REPORTING. At the end of each fiscal year, the District shall prepare a report on each fund or account generally showing the source and amount of all monies collected, earned and received by the fund or account and each expenditure from the fund or account.
- 10.3.4.3 IMPACT FEE EXPENDITURES. The District may expend impact fees covered by the Impact Fees Policy only for system improvements that are (i) public facilities identified in the District's Impact Fee Facilities Plan and (ii) of the specific public facility type for which the fee was collected.
- 10.3.4.4 TIME OF EXPENDITURE. Impact fees adopted under the requirements of the Impact Fees Policy are to be either expended or encumbered for a permissible use within six years of the receipt of those funds by the District. Unless the Board of Trustees otherwise directs, for purposes of this calculation, the first funds received shall be deemed to be the first funds expended.
- 10.3.4.4.1 EXTENSION OF TIME. The District may hold fees for longer than six years if it identifies in writing (i) an extraordinary and compelling reason why the fees should be held longer than six years and (ii) an absolute date by which the fees shall be expended.

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- 10.3.5 REFUNDS. The District shall refund any impact fees paid by a developer, plus interest actually earned, when (i) the developer does not proceed with the development activity and files a written request for a refund; (ii) the fees have not been spent or encumbered; and (iii) no impact has resulted. An impact which would preclude a developer from being entitled to receive a refund from the District may include any impact reasonably identified by the District, including, but not limited to, the District having sized facilities and/or paid for, installed and/or caused the installation of facilities based, in whole or in part, upon the developer's planned development activity even though that capacity may, at some future time, be utilized by another development.
- 10.3.6 CONTRACTUAL FEES. To the extent allowed by law, the Board of Trustees may, by contract, agree to impact fees and other fees different from those set forth in the District's Fee Schedule. Those changes may, in the discretion of the Trustees, include reductions in impact fees and the assessment of an area benefit payback fee, all or part of which may be reimbursed to the developer who installed improvements that service land that is connecting into the District's system(s).
- 10.3.7 ADDITIONAL FEES AND COSTS. The impact fees set forth in the District's Fee Schedule are separate from and in addition to service fees and other fees and charges lawfully imposed by the District, such as the fee for the preliminary engineering report, the fee for the design report, any area benefit payback fee (which may be itemized as part of the impact fee), and other fees and costs that may not be included as itemized component parts of the Impact fee schedule. In charging any such fees as a condition of development approval, the District recognizes that the fees must be a reasonable charge for the service provided. Certain fees, such as area benefit payback fees, may be mandated by contractual arrangements entered into by the District prior to the effective date of the Act. The District does not view the Act as affecting contractual obligations and commitments and the District shall continue to collect and remit such fees as provided in any such contract.
- 10.3.8 FEES EFFECTIVE AT TIME OF PAYMENT. Unless the District is otherwise bound by a contractual requirement, the impact fee shall be determined from the fee schedule in effect at the time of payment and shall not be determined at the time a request for an estimate is received by the District. There shall be no guarantee that any quoted fee, whether oral or in writing, shall be in effect when the developer or the prospective customer actually makes the impact fee payment. If a developer or prospective customer desires to hold the rate quoted by the District, payment must be made at that time.

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- 10.3.9 IMPOSITION OF ADDITIONAL FEE AFTER DEVELOPMENT. Should any developer undertake development activities such that the ultimate impact of the development activity on the District is not revealed to the District through inadvertence, neglect, a change in plans, or any other cause whatsoever, and/or the impact fee is not initially charged against all units or the total density within the development, the District shall be entitled to charge an additional impact fee to the developer or other appropriate person covering the density for which an impact fee was not previously paid, including buildings/lots which have already been connected to the District's water and/or sewer lines.
- 10.3.10 DETERMINATION BY DISTRICT ENGINEER. In determining the amount of the impact fee to be imposed on any commercial or industrial development, the District's Engineer shall in good faith attempt to utilize criteria that shall not discriminate against any type of development and that shall yield a fee which equitably apportions the costs to be covered by the impact fee.
- 10.4 IMPACT FEE FACILITIES PLAN
- The District shall prepare a Impact Fee Facilities Plan under the direction of the District Engineer. The plan shall identify (i) demands placed upon existing public facilities by new development and (ii) the proposed means by which the District shall meet those demands. In preparing the plan, the District shall generally consider all revenue sources available to finance the impact of development on system improvements. The District may impose impact fees on development activities only if the District's plan for financing system improvements establishes that impact fees are necessary to achieve an equitable allocation of costs, past, present and future, in comparison to benefits previously received and yet to be received. Benefits may include more than actual service, for land may be benefitted by having service reasonably available, though not used, and may benefit in other ways as reasonably determined by the District.
- 10.4.1 PUBLIC HEARING. The District shall hold a public hearing to receive comment on the Impact Fee Facilities Plan and provide public notice of the hearing in accordance with the requirements of U.C.A. 17B-1-111. A copy of the plan must be made available to the public at least fourteen (14) days before the date of the public hearing. After the public hearing, the Board of Trustees may adopt the plan as proposed, amend the plan and adopt or reject it as amended, or reject the plan.
- 10.4.2 WRITTEN ANALYSIS. The District shall prepare a written analysis of each impact fee adopted or modified under the requirements of the Impact Fees Policy that identifies the impacts on system improvements required by development activity; demonstrates how those impacts on system improvements are reasonably related to the

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development activity; estimates the proportionate share of the costs of impacts on system improvements that are reasonably related to new development activity; and identifies how the impact fee was calculated.

- 10.4.2.1 Elements. The analysis may contain such elements as deemed relevant by the District. To the extent applicable and available, the analysis shall identify the following: (i) the cost of existing public facilities; (ii) the manner of financing those facilities; (iii) the relative extent to which newly developed properties and other properties have already contributed to the cost of existing public facilities; (iv) the relative extent to which newly developed properties and other properties shall contribute to the cost of existing public facilities in the future; (v) the extent, if any, to which newly developed properties are entitled to a credit because the District is requiring the developer, by contractual arrangement or otherwise, to provide common facilities inside or outside the proposed development that have been provided by the District and financed through general taxation or other means, apart from user charges, in other parts of the District; (vi) any extraordinary costs in servicing the newly developed property; and (vii) the time- price differential that may be inherent in comparisons of amounts paid at different times.

10.5 FEE EXCEPTIONS AND ADJUSTMENTS

- 10.5.1 WAIVER FOR “PUBLIC PURPOSE”. All or any part of any impact fee, and similar and related fees and charges (hereinafter “fees” in this Section 10.5) may be waived or reduced for those projects which are deemed to serve a beneficial public purpose that would be harmed by the District requiring full payment of such fees, such as low income housing projects.
- 10.5.1.1 PROCEDURES. Applications for exceptions are to be filed with the District at the time the applicant first requests the extension of service to the applicant's development or property.
- 10.5.1.2 AMENDMENT OR WAIVER OF FEES. The General Manager is authorized to reduce or waive fees on public or non-profit or other projects deemed to serve a beneficial public purpose, provided that no waiver or reduction of fees may total more than \$2,000.00 on any one development without Board approval.
- 10.5.2 EXISTING CONNECTIONS. Existing connections shall be exempt from impact fees to the extent of the existing, authorized use, provided that the connection has been active and a water bill has been paid within the past three years. Nothing contained in the Impact Fees Policy shall preclude or restrict the District's ability to impose special assessments against benefitted property owners to cover the cost of moving or

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replacing water or sewer lines and/or facilities in accordance with the provisions and requirements of state law.

10.6 EXTRA-TERRITORIAL SERVICE

The District shall impose such restrictions and requirements on the provision of services by the District outside of its boundaries as the Board of Trustees may deem expedient and appropriate, on a case by case basis.

10.7 APPEAL PROCEDURE

- 10.7.1 APPLICATION. This appeal procedure applies both to challenges to the legality of impact fees and similar and related fees of the District and to the interpretation and/or application of those fees. By way of illustration, in addition to the legality of the impact fee schedule, determinations of the density of a development activity or calculation of the amount of the impact fee due shall also be subject to this appeal procedure.
- 10.7.2 DECLARATORY JUDGMENT ACTION. Any person or entity residing in or owning property within the District and any organization, association or corporation representing the interests of persons or entities owning property within the District, may file a declaratory judgment action challenging the validity of an impact fee only after having first exhausted their administrative remedies. A person or entity who fails to comply with the administrative remedies of this Section 7 may not file or join in an action challenging the validity or application of any impact fee of the District.
- 10.7.3 REQUEST FOR INFORMATION. Any person or entity required to pay an impact fee may file a written request for information with the District. The District shall provide the person or entity with any written impact fee analysis and other relevant information relating to the impact fee within two weeks after receipt of the request for information.
- 10.7.4 APPEAL BEFORE PAYMENT OF THE IMPACT FEE. Any affected or potentially affected person or entity who wishes to challenge an impact fee, even though that person or entity has not yet paid the fee, may file a written request for information and proceed under the District's appeal procedure.
- 10.7.5 APPEAL AFTER PAYMENT OF THE IMPACT FEE. Any person or entity who has paid an impact fee and wishes to challenge the fee shall, within thirty (30) days after having paid the fee, file a written request for information and proceed under the District's appeal procedure. If a written request for information or challenge is not filed with the District within thirty (30) days after the date of payment of the impact fee, the person or entity may neither process an administrative appeal with the District nor seek judicial relief.

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- 10.7.6 APPEAL TO DISTRICT MANAGER. Any developer, landowner or other affected party may appeal any impact fee decision or calculation of the District Engineer or any other employee of the District to the General Manager, provided that the affected party does so in writing within thirty (30) days after the action or decision to which the appeal relates. Should the affected party fail to file a written appeal with the District within the said thirty (30) day period, the affected party may not thereafter process an administrative appeal with the District or seek judicial relief.
- 10.7.6.1 DETERMINATION BY THE GENERAL MANAGER. If the General Manager determines the appeal to be moot, the General Manager shall so declare, which declaration shall be the equivalent of denying the appeal. An appeal is moot where the matter complained of has been completed and cannot, without extreme difficulty, be reversed. The General Manager may, but shall not be required to, declare a “stay” to be in effect respecting any matter appealed to him/her, provided that the matter has not already become moot, while the appeal is pending before the General Manager. In reviewing any such appeal, the General Manager shall affirm the decision or action of the affected District employee, reverse that decision or action, or make any other decision in response to the appeal which is deemed to be appropriate by the General Manager in accordance with the District's policies and procedures and any applicable law, rule or regulation.
- 10.7.6.2 TIME OF DECISION. The administrative appeals process must be completed no later than thirty (30) days after the written challenge is filed with the District. To that end, the General Manager shall issue a decision within ten days after the filing of the written challenge.
- 10.7.7 APPEAL TO THE BOARD. Any developer, landowner or affected party desiring to challenge the legality of any impact fee or related fee or exaction may appeal directly to the Board of Trustees by filing a written challenge with the District, provided that the affected party does so in writing within thirty (30) days after the action or decision to which the appeal relates. If no written challenge is filed with the District within the said thirty (30) day period, the affected party may neither process an administrative appeal with the District nor seek judicial relief. Any impact fee decision of the General Manager may also be appealed to the Board of Trustees by any developer, owner or other affected party by filing a written notice of such appeal at the District's Office within five (5) working days after the decision to which the appeal relates was provided to the affected party. Any party who fails to appeal a decision of the General Manager to the Board of Trustees within the said five (5) working day time period shall be deemed to have waived its right to further appeal the decision and to have

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waived its right to seek judicial redress, having not completed or concluded the District's administrative appeal process.

- 10.7.7.1. HEARING. An informal evidentiary hearing shall be held not sooner than five (5) nor more than twenty-five (25) days after the written appeal to the Board is filed.
- 10.7.7.2 DECISION. After the conclusion of the informal evidentiary hearing, the Trustees, by majority vote, shall reverse, affirm or take any other action with respect to the challenge or appeal as the Board of Trustees deems to be appropriate in light of the District's policies and procedures and any applicable law, rule or regulation. The decision of the Board of Trustees may include the establishment or calculation of the impact fee applicable to the development activity. Any impact fee set by the Trustees may be the same as or higher or lower than that being appealed provided that it shall not be higher than the maximum allowed under the District's lawful impact fee rate or formula which either is in existence on the effective date of the Act or is promulgated under the Impact Fees Policy, as appropriate. The decision of the Board shall be issued within thirty (30) days after the date the written challenge was filed with the District as mandated by U.C.A. 11-36-401(4)(b). In light of that statutorily mandated time restriction, the District shall not be required to provide more than three (3) working days prior notice of the time, date and location of the evidentiary hearing and the inconvenience of the hearing shall not serve as a basis of appeal of the District's final determination.
- 10.7.8 DENIAL DUE TO PASSAGE OF TIME. Should the District, for any reason, fail to issue a final decision on a written challenge to an impact fee, its calculation or application, within thirty (30) days after the filing of that challenge with the District, the challenge shall be deemed to have been denied and any affected party to the proceedings may seek appropriate judicial relief from such denial.
- 10.7.9 JUDICIAL REVIEW. Within ninety (90) days of a final District decision upholding an impact fee, its calculation or application, or within one hundred twenty (120) days after the written challenge to the impact fee, its calculation or application, was filed with the District, whichever is earlier, any party to the administrative action who is adversely affected by the District's final decision may petition the District Court for a review of the decision.
- 10.7.9.1 RECORD OF PROCEEDINGS. After having been served with a copy of the pleadings initiating the District Court review, the District shall submit to the Court the record of the proceedings before the District, including minutes,

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findings, orders and, if available, a true and correct transcript of any proceedings. If the District is able to provide a record of the proceedings, the District Court's review is limited, by U.C.A. 11-36-401(5)(c) to the record and the Court may not accept or consider evidence outside of the record of proceedings before the District unless the evidence was offered to the District and improperly excluded in the proceedings before the District. If the record is inadequate, however, the Court may call witnesses and take evidence. The Court is to affirm the District's decision if the decision is supported by substantial evidence in the record.

10.8 WATER DEDICATION REGULATION

- 10.8.1 The District may in its discretion require water dedications under this Subsection if the District determines in writing that it does not have sufficient water supplies to service a proposed development and/or the proposed development shall create impacts not covered by Section 10.8.
- 10.8.2 If required by the District, each developer of a subdivision, PUD, or any other development within the service area of the District, except for residential developments consisting of no more than two lots, shall dedicate to the District water rights or shares sufficient for the District to meet the future culinary and secondary water needs of said development. The amount of culinary water to be dedicated shall be a minimum of 0.45 acre feet (in terms of both diversion rights and depletion rights) per residential equivalent. The amount of secondary water to be dedicated shall be a minimum of 1.50 acre feet of depletion rights per acre of land in its undeveloped state and a minimum of 3.00 acre feet of diversion rights per acre in its undeveloped state. The water must be approved by the Utah Division of Water Rights: (1) for diversion from one or more of the District's sources, or from another source acceptable to the District at its sole discretion; and (2) for municipal use within the District's service area. The District shall have sole discretion as to the acceptability of the quantity and quality of the water as well as the suitability of the water right or water shares. The District shall cooperate with the developer in filing the required applications with the Utah Division of Water Rights, but the developer shall be solely responsible for prosecuting any such applications and the District reserves the right to protest any applications which may interfere with its existing rights.
- 10.8.3 If sufficient water rights or shares in an acceptable water company to provide the required culinary and secondary water are not currently being used on, or are appurtenant to, the land, the District may, at its discretion, accept other acceptable water shares, water rights, or cash equivalent in value to the cost of the water rights and/or shares required to be dedicated. The equivalent consideration shall be based upon the most recent information of similar water sales available to the District. The

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water rights or shares transferred shall be equal to the annual estimated needs of the development based on the standard set forth above or, for non-residential developments, on a water usage study and analysis specific to the development that is acceptable to the District, based on a diversion rate of 5.0 acre-feet per acre actually irrigated and a depletion rate of 2.50 acre-feet per acre actually irrigated. The necessary water right application approvals must be obtained and the ownership transfer must be completed prior to the recording of the final plat on the land being developed. No water shall be delivered to the development until the transfer is complete.

10.8.4 If the District's authorized impact fees contain a component for the acquisition of new water rights, persons pay said impact fees on properties that have been developed under this Section shall receive a credit for the amount of that water acquisition component.

10.8.5 The District shall create a Water Bank for banking both culinary and secondary water rights and shares. The District shall maintain a Water Bank Ledger for each type of water which lists additions to and subtractions from the Water Banks. The purpose of the Water Banks is to make water available for use by developers under certain conditions when approved to make a cash payment in lieu of dedicating water rights. Additions to the Water Bank shall be made with water rights purchased by, or donated to, the District for this purpose.

When the District acquires water shares in water companies, it must acquire whole shares because the water companies generally prohibit transfers of fractional shares. Each share typically represents several acre-feet of water. If a development requires more than one full water share to meet its dedication require, the developer shall acquire the required number of shares in whole share increments. If the final increment is a fractional share, or where less than one full share is needed, the developer may request to authorization to use a fractional amount of shares held in the District's Water Bank, if available, to satisfy that fractional share requirement.

The price for the fractional amount shall be set at a rate of 1.5 times the current price for such shares as determined by the District based on the best available pricing information as well as recent sales. The premium involved is designed to: (i) cover administrative, legal, and brokering costs; (ii) anticipate the expected share price increases for the inherently limited supply of shares; and (iii) encourage developers to acquire and use their own shares before looking to the District's Water Bank because of the limited amount of water available in it.

Water rights placed into the Water Bank shall be accounted for on an acre-foot basis and shall be treated in the same manner as water shares, i.e., they can only be used to meet the need for an acre-foot amount that is less than that of a full water share. The

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price shall also be 1.5 times the current price on an acre-foot basis for approximately

equivalent water rights as determined by the District based on the best available information and recent sales.

10.9 **SECONDARY WATER SYSTEM “DRY LINE” REGULATION**

Commented [A92]: Trevor will get language on dry line.

10.9.1 Each developer of a subdivision, PUD, or any other development within the service area of the District, except for residential developments consisting of no more than two lots, shall install pressure lines for secondary water service to make pressure irrigation available to each lot within the development including laterals to the property line of each lot. All plans and specifications for the secondary water system infrastructure shall be submitted to the District and must comply with the District’s approved standards and be approved by the District. The secondary water system infrastructure shall be installed at the same time that the other utility infrastructure is being installed for the development and the District shall not provide culinary water service to the development until the secondary water system infrastructure is in place.

10.9.2 The District may, at its sole discretion, determine under limited circumstances that it would be more beneficial for the District to accept the cash equivalent of the full cost of part or all of the secondary water lines required by this section, in lieu of requiring the installation of the secondary water lines at the time of development. Such limited circumstances might include, for example, situations where lines are to be installed in an existing road scheduled for reconstruction or relocation at a later date, where lines are to be installed in the same road in which the District plans to install other lines as part of a future project; or other such situations where the District determines it would be wasteful or impractical to install the lines at the time of development. The cost calculation shall be based on the plans and specifications approved by the District for the development and shall include a component representing the estimated inflation for the period of time before the lines are projected to be installed. The District shall have final approval authority over the amount and calculation of the cash payment.

10.9.3 It shall be illegal for any person to connect together a culinary water system and a non-potable secondary water system by any method or for any reason.

10.9.4 The provisions of Section 9.16 regarding line extensions, as applicable, shall apply to line extensions to the District’s secondary water system.

10.10 Implementation of Secondary Water System Fees.

10.10.1 The District’s secondary water impact fees became effective on July 21, 2021 (Effective Date) and apply to all newly constructed homes, subdivisions, and other developments not approved by the District’s Board of Trustees prior to that date.

Commented [A93]: Impact fees cannot go into effect until 90 days after they are enacted. The Board approved the impact fees on April 22, 2021.

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- 10.10.2 Secondary water impact fees are assessed on individual new residential lot connections, commercial connections, and institutional connections at the time that culinary water and/or sewer impact fees are assessed.
- 10.10.3 Secondary water impact fees are not assessed on any residential connection within the District that had an existing residential structure and an operable culinary lateral as of the Effective Date; however, other fees may be applicable.
- 10.10.4 The base rate for secondary water service is an annual fee that is incurred upon any secondary water usage during the water year, which for secondary water system begins on April 1st of each year and ends on the following March 31st. The base rate, as set forth in the District's Fee Schedule, is payable from the month service is requested through the following March 31st, regardless of the amount of water used or the termination of service prior to the end of the water year. Upon termination, the balance of the base rate is due in full, unless the customer retains either culinary water or sewer service from the District and agrees to continue to make monthly payments on the balance due for secondary water service for the remainder of the water year. If a customer terminates secondary water service, then later requests that it be reinstated, the Re-connection Fee set forth in the District's Fee Schedule applies and shall be paid before service is reinstated.
- 10.10.5 New lots within subdivisions that were approved by the District's Board of Trustees prior to the Effective Date shall not be charged the secondary water impact fees when developed if all other impact fees and other fees applicable to each such lot are paid in full before the three-year anniversary of the Effective Date. If all other impact fees and other fees applicable to each such lot are not paid in full by the three-year anniversary of the Effective Date, secondary water impact fees shall be charged on such lots. It is the responsibility of the developers of the subdivisions affected by this regulation to inform all purchasers of the lots within their subdivision of this deadline.
- 10.10.6 All District customers are encouraged to connect to the secondary water system when it becomes available in their area to assist in the District's effort to conserve culinary water. As an incentive to existing customers (as of the Effective Date) to connect, the District shall provide a service lateral to all lots when a secondary water main line is being installed adjacent to their lots, unless requested not to by the property owner. The District shall give notice to such customers and shall request permission to install meter boxes on the service lateral soon after the lateral is installed. Those who allow laterals to be installed and grant permission to install meter boxes shall not be charged any cost for said improvements. Granting permission to install the service lateral and meter box is not a commitment to use the secondary water system.

Those who sign up to connect to the secondary water system when first presented a connection offer by the District shall also have the meter set fee waived. In order to

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receive this meter set fee waiver, the customer must sign up for secondary water

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service within 90 days of the date when the secondary water line installed adjacent to the customer's property is initially activated.

- 10.10.7 Those who refuse to have the box installed or ask that the service lateral not be installed when presented by the District shall have to bear the cost of installing such improvements themselves if they subsequently choose to connect to the secondary water system. Such improvements shall be installed to District standards.
- 10.10.8 Additionally, customers who refuse to connect to the secondary water system when it is first made available to them shall pay a Meter Set Fee if they subsequently choose to connect to the system, even if a service and meter box are installed to the connection. This shall also apply to new residents of a home or building that had the District connection offer refused by the prior occupant(s). The Meter Set Fee covers the cost of purchasing and setting the secondary water meter. The Meter Set Fee shall be the current fee listed on the District's Fee Schedule at the time of setting the meter.
- 10.10.9 Whenever a developer constructs secondary water "system facilities" which are included in the Impact Fee Facilities Plan's improvement project list, the District may compensate that developer in one of two ways:
- (a) Through payment toward the portions of the project (such as over-sizing) which provides general District benefit and are included in the impact fee basis; or
 - (b) Through issuance of impact fee credits for those project costs, which the developer(s) may use toward their impact fees. Such credits should have a finite life (e.g. ten years), be non-transferable, and be limited to the specific system for which issued (e.g. secondary water versus culinary water or sewer).

The District's compensation to the developer shall be limited to the lesser of the developer's actual costs for the District share of the project, or the District Engineer's cost estimate.

- 10.10.10 The District may annually adjust the costs of planned capital improvement projects based on an inflationary index such as the "Engineering News Record." Such an adjustment would be made by the Board Motion and becomes an automatic cost adjustment that would not require a formal hearing process.

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11 **ENCROACHMENTS**

11.4 **ENCROACHMENTS PROHIBITED**

No person or entity of any kind, public or private, may use or construct, install, locate, or place any structure of any kind in, over, under, across, or through the District's water and sewer systems and related easements, without the express written approval of the Board as provided through an encroachment or use agreement ("encroachment agreement") or license. Unless otherwise required by law, the Board shall grant or deny requests to encroach upon the District's water and sewer systems in its discretion, provided that it shall only approve an encroachment agreement if the party seeking to use or encroach upon the District's water or sewer system or easement agrees to:

- 11.4.1 Provide the District with plans and specifications that set forth in detail the proposed use of the District's water or sewer system and/or easement along with any other information that the Board determines is necessary to properly review and consider the proposed use;
- 11.4.2 Construct and install the structure, and to own, operate, maintain, repair and replace the same, in good working order, and to repair any part of the District's water or sewer system that may be damaged because of any such structure, so long as the structure shall remain in place, all at grantee's sole cost and expense;
- 11.4.3 Indemnify and hold the District harmless from and against any liability or damage to the District's water or sewer system and easement and/or to personal or real property owned by the District, its stockholders, or any other person that may result from the party's use or encroachment of the District's water or sewer system and easement; and
- 11.4.4 Accept any other term, condition, or requirement that the Board may require to protect and further the interests of the District and its stockholders, including but not limited to the payment of fees and the District's expenses in processing requests to use or encroach upon its water or sewer system and easements.
- 11.5 **RELOCATION:** The Board shall approve encroachment agreements that seek relocate or modify its water or sewer systems in accordance with U.C.A. 73-1-15.5 or applicable successor statute. As part of any encroachment agreement involving the relocation of a portion of the District's water or sewer system, the Board shall, in its sole discretion, require the party seeking a relocation to:
 - 11.5.1 Construct the relocation project in strict accordance with plans, drawings, and specifications that the Board has approved prior to the start of construction;

Commented [A94]: This is the statute that controls relocations. It has a set process that we must follow.

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- 11.5.2 Make any necessary repairs or modifications that the Board may require to ensure that the project conforms to the approved plans, drawings, and specifications;
- 11.5.3 Assume any and all of the costs associated with the relocation project and reimburse the District for all of the costs it may incur as a result of the relocation project, including but not limited to engineering fees, legal fees, and compensation for the Board Members' time associated with the relocation project;
- 11.5.4 Assume all liability associated with constructing the relocation project and indemnify the District from and against any action that may arise from the project to the extent allowed by law;
- 11.5.5 Convey full title to the relocation project after the Board has determined that all terms and conditions of the encroachment agreement have been satisfied, including but not limited to strict adherence to the plans, drawings, and specification the Board has approved for the project;
- 11.5.6 Record at their expense any easements or related documents needed to effectuate the relocation; and
- 11.5.7 Otherwise comply U.C.A. 73-1-15 and 73-1-15.5 or other applicable successor statutes.
- 11.6 BOARD APPROVAL NEEDED
The Board shall approval all encroachment agreements.
- 11.7 TRESPASS
- 11.7.1 The Board shall prosecute any unauthorized use, encroachment, or trespass upon the District's water or sewer system and right-of way to the full extent of the law, unless the Board determines in its sole discretion that prosecution is not in the best interests of the District or its stockholders.

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12 **INTERNET AND SOCIAL MEDIA**

12.4 **DEFINITIONS**

The following definitions shall apply for the purposes of this section:

- 12.4.1 “Appeal authority” means the General Manager, who shall hear appeals under this policy.
- 12.4.2 “Comments or Posts” means any comment, photo, link, or other material posted to a section of a social media account.
- 12.4.3 “Egregious violation” means a comment made to a District social media account that expressly or impliedly threatens the safety of the public or an individual.
- 12.4.4 “GRAMA” means the Government Records and Management Access Act, Title 63G, Chapter 2 of the Utah Code, or applicable successor statute.
- 12.4.5 “Moderator” means the person(s) the Board has authorized to administer and moderate a social media account.
- 12.4.6 “Personnel” means:
- (a) The Trustees;
 - (b) Any employee, contractor, or other agent duly authorized to carry out official District business; and
 - (c) Any volunteer engaged in official District business.
- 12.4.7 “Policy” means this social media policy.
- 12.4.8 “Social Media Account” means any platform that enables users to create and share content or to participate in social media, networking, or discussion, including but not limited to social media and social networking services, web feeds, blogs, wikis, photo sharing, podcasting, social bookmarking, mashups, widgets, virtual worlds, and micro-blogs.
- 12.4.9 “Terms” means the terms of use set forth in Subsection 12.8 of this policy.
- 12.4.10 “User” means any person or entity who uses a District social media account.

Commented [A95]: The Board will need to designate someone to serve as moderator.

Commented [A96R95]: Clint suggests Andrew.

12.5 **PURPOSE**

The District has the discretion to use social media accounts to provide pertinent public information to District residents and other interested members of the general public.

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12.6 SCOPE

12.6.1 This Policy applies to all circumstances where a social media account is owned, controlled, or otherwise managed by District, through its personnel, or any of its departments, divisions, committees, commissions, or boards, including but not limited to any social media account used by an elected official to conduct District business, even if conducting District business is not the sole purpose of the account.

12.6.2 Except as provided in herein, this Policy does not apply to purely personal or other social media accounts owned or controlled by District personnel in their personal and private capacity, including but not limited to any campaign election or re-election account owned and controlled by a campaign election or re-election committee or person campaigning for public office.

12.7 BOARD APPROVAL REQUIRED

The Board shall approve all official District social media accounts before the accounts are created and operated. In approving a social media account, the Board shall direct how the social media account is to be published and administered. The Board may also determine, at any time, whether public comments are allowed on a District social media account, even after a social media account has been created and placed into operation. If the Board allows public comments, it shall designate a moderator for the social media account. The Board may also close a District social media account at any time without notice.

12.8 TERMS OF USE

The following terms and conditions shall represent the Terms for this Policy which will govern all social media accounts where the Board has authorized public comments.

12.8.1 District's social media accounts are intended to promote healthy and non-abusive public discourse and shall exhibit a level of decorum that is conducive to orderly government.

12.8.2 District shall not discriminate based on viewpoint, nor because a comment is posted anonymously or expresses disagreement with District action, policy, custom, or practice. Such content shall not be flagged, minimized, or removed, and no user shall be blocked, so long as the content complies with the terms of use set forth in this Policy.

12.8.3 Users who access or use a District social media account accept and agree to follow, without limitation the following, which constitute the Terms of this Policy:

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- 12.8.3.1 Any terms of use required by the social media platform provider, over whose terms of use, content, commercial advertisements or other postings District has no control.
- 12.8.3.2 The District's right to modify the Terms without notice, which changes shall become effective upon their posting to the applicable social media account.
- 12.8.4 Comments and posts must relate to discussion of the District programs, services, projects, issues, events, or activities. Neither the District nor its personnel shall edit comments or posts to official District social medial accounts. However, the District shall hide or remove comments or posts that do not relate to District business or that:
 - 12.8.4.1 Promote, foster, or perpetuate discrimination based on race, creed, color, age, religion, gender, marital status, national origin, physical or mental disability, sexual orientation, gender identity, or that otherwise encourages discrimination in violation of applicable laws, regulations, ordinances, or policies;
 - 12.8.4.2 Include slanderous or defamatory attacks against any person, including but not limited to District personnel;
 - 12.8.4.3 Threatening, harassing, obscene, indecent, or profane language or content;
 - 12.8.4.4 Include obscene or sexual content, or links to obscene or sexual content, including indecent or pornographic material;
 - 12.8.4.5 Solicit commerce or advertisements including promotions or endorsements;
 - 12.8.4.6 Promote or condone illegal conduct or activity;
 - 12.8.4.7 Are spam that include links to external online sites;
 - 12.8.4.8 Violate a legal ownership interest of any person, including improper use of a trademark or copyrighted material;
 - 12.8.4.9 Promote, endorse, or oppose the candidacy of any person, petition, or referendum or otherwise violate applicable laws and regulations, including but not limited to the Political Activities of Public Entities Act, U.C.A. 20A-11-1201, et seq.;
 - 12.8.4.10 Include fraudulent, deceptive, or misleading information;
 - 12.8.4.11 May compromise the safety or security of the public or public systems;
 - 12.8.4.12 Disclose private, protected, or confidential material as defined by state or federal laws and regulations or District ordinance or policy; or

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12.8.4.13 Include advertisements for any purpose.

12.8.5 Use of Photographs:

- (a) The District shall not post photographs on its social media sites for which it does not have the copyright or the owner's permission to use.
- (b) For photographs involving one minor, permission must be obtained from the minor's parent or guardian before the photograph may be posted to a District social media site, provided that permission is not needed for photographs of multiple children taken at a public event.

12.9 VIOLATIONS OF TERMS

The Moderator shall adhere to the following when hiding or removing comments or posts that violate the Terms.

- 12.9.1.1 When a user has violated the terms, the Moderator shall contact the social media user through direct messaging or other available means, describe the violation, and request voluntary removal or edit of the comment(s) or post(s).
- 12.9.1.2 If the user fails to voluntarily remove or edit the comment(s) or post(s), the Moderator may minimize or hide the comment or post.
- 12.9.1.3 Before hiding or removing a comment or post, a copy must be retained (e.g., through a screen shot, etc.) by the Moderator.
- 12.9.1.4 If a comment or post is hidden or removed, the moderator must notify the user through a direct message or other means that include:
 - (a) A copy of the comment or post in question;
 - (b) An explanation as to why the comment or post violates this policy, and
 - (c) An explanation of the user may appeal the moderator's decision pursuant to this Section, including the appeal authority's email address.

12.9.2 BLOCKING AND REINSTATING USERS

- 12.9.2.1 Except as otherwise provided in this Subsection, if the Moderator determines that a user violated the terms on three separate occasions, the Moderator shall block the user from making public comments or posts on all applicable District social media accounts by notifying the user through direct message or other available means that:
 - (a) They have been blocked pursuant to this policy;

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- (b) An explanation for why the user has been blocked, including a reference to the user's applicable prior violations; and
- (c) An explanation that the user may appeal District's decision to block the user by sending an email within five business days to the appeal authority that explains in reasonable detail the user's reasons for why the decision to block the user is improper; and
- (d) The appeal authority's email address.

12.9.3 For egregious violations, the Moderator shall immediately remove all comments or posts that constitute an egregious violation and may, in the Moderator's discretion, immediately block the user from future comments or posts for such an egregious violation, subject to providing the user notice in accordance with the process set forth in Subsection 12.9.4.

12.9.4 Except as otherwise provided by this Policy, a user who has been blocked may submit a written request to the Moderator requesting reinstatement after a period of one year has expired from the date the user was blocked or, if appealed, the date the decision to block the user was upheld. The Moderator shall approve the request if:

- (a) The Moderator has reason to believe the user shall abide by the terms, and
- (b) The user signs a written statement:
 - i. Agreeing to abide by the terms and
 - ii. Acknowledging that subsequent violations of the terms could result in a permanent ban that prohibits the user from participating at any future time in applicable District social media accounts. If the moderator denies the user's request, the moderator shall provide a written explanation for the basis of the denial pursuant to the process in Subsection 12.10.

12.9.4.2 A user may appeal a denial to the appeal authority pursuant to the process in Subsection 12.10.

12.9.5 If a user is reinstated under this Subsection and is subsequently found to have violated the Terms, even if on one occurrence, the Moderator shall block the user from all applicable social media accounts. The moderator shall follow the notice process in this Subsection to notify the user that the user has been blocked. Users blocked under this Subsection may appeal pursuant to the process set forth in Subsection 12.10. A user blocked under this Subsection may request reinstatement

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pursuant to the process in this Subsection after a period of three years following the date the user was blocked or, if appealed, the date the action was upheld.

12.10 APPEALS

12.10.1 A user may appeal a decision issued by the moderator under this Subsection by sending an email to the appeal authority that contains the complete decision the moderator issued under this Subsection and explains in reasonable detail the user's reasons for why the moderator's decision is not supported by this policy. A user filing an appeal must do so within five business days of the date the user receives notice of an action taken by the moderator under Subsection 12.9. The Appeal Authority's review of an appeal shall be limited to the user's comments or actions in question, the Moderator's decision, the terms, and the user's appeal, provided that the Appeal Authority may, in their discretion, ask the Moderator to prepare a response that corresponds directly to the user's appeal. The user filing an appeal bears the burden of proof and must show by a preponderance of the evidence that the moderator's decision violates the terms. If the Appeal Authority does not uphold the Moderator's actions, the Appeal Authority shall order that a comment or post be restored to public view or that user be reinstated. The Appeal Authority shall issue a written decision and notify the user of the decision via email as soon as is reasonably practicable. The Appeal Authority's decision shall explain their reasons for granting or denying the appeal. All decisions by the Appeal Authority shall constitute a final agency action.

12.11 POSTING OF POLICY.

All sections of District's social media accounts that allow comments or posts shall include a link to this policy and a link to the District website for original content, forms, documents, and other information.

12.12 SOCIAL MEDIA USE BY PERSONNEL.

District personnel should not use personal social network accounts, user IDs, or email accounts when commenting in their official capacity on District social media accounts or when otherwise conducting official District business on non-District social media accounts except as permitted under the Social Media and Internet Usage Policy (Addendum G). Any personnel representing District on any social media account shall conduct themselves at all times as a representative of District and in a manner that is professional, exhibits proper decorum, complies with the provisions of paragraph 4, and is otherwise conducive to orderly government. Conversely, District personnel should not use their District user IDs or District email accounts when acting in their personal capacity on non-District social media accounts or otherwise conducting

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personal business.

12.13 GRAMA

- 12.13.1 Comments posted to District’s social media accounts are considered public records subject to public disclosure under GRAMA to the extent they do not contain information that discloses private, protected, or confidential material or information.
- 12.13.2 District shall ensure that social media account records are properly retained and classified pursuant to GRAMA and any other applicable laws, regulations, or policies. Any comments or posts that are removed and information regarding blocked users shall be considered public records and shall be preserved pursuant to GRAMA.
- 12.13.3 Moderators who remove a comment or post or block a user’s access must preserve records of the removal or blocked user for any applicable retention period in a format (e.g., a screen shot) that preserves the integrity of the original record and is easily accessible.
- 12.13.4 A comment or post requesting a public record shall not be considered a records request under GRAMA.

12.14 SECURITY

The District shall take all reasonable steps to ensure that its social media accounts are secure from accidental or intentional attacks. Passwords should be adequately complex to prevent cyberattacks and should not be sent through email. If a cyberattack is suspected for a social media account, the moderator shall immediately notify the Board and all applicable personnel.

12.15 ENFORCEMENT

Any District personnel found to have knowingly violated this Policy shall be subject to disciplinary action pursuant to all applicable laws, regulations, ordinances, and policies.

12.16 DISCLAIMERS

The Moderator shall post in a prominent location on all District social media accounts a link to this Policy, the Terms, and the following disclaimers:

- 12.16.1 “*Opinions Expressed Are Not Necessarily Those of District:* Comments posted by users on District’s social media accounts are the opinion of the user and do not necessarily reflect the opinion or policy of District or its elected officials, personnel, agents, commissions, boards, or committees.”

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- 12.16.2 “*No Guarantee of Accurateness*: District does not guarantee the completeness or accuracy of any information posted on its social media accounts.”
- 12.16.3 “*No Liability*: Neither District nor its personnel are liable for any injury or damages resulting from viewing, distributing, or copying materials posted to District’s social media accounts, including without limitation, liability for indirect, special, incidental, or consequential damages.”
- 12.16.4 “*No Legal Notice*: Comments made to District’s social media accounts do not constitute legal notice or official notice or comment by District or its personnel and shall not be regarded as a request for District to provide service or take any action.”
- 12.16.5 “*No Response Required*: Comments posted to District’s social media accounts do not require responses from District or its personnel.”
- 12.16.6 “*Outside Links*: District’s social media accounts may contain links to websites and other accounts that District and its personnel do not own or control. District is not responsible for any content that appears on those websites or accounts and provides links to those websites and accounts for convenience only.”
- 12.16.7 “*Compliance with Rules of Conduct Required*: All users must comply with District’s social media policy, including but not limited to the Terms, as an express condition of their participation in District’s social media accounts. The District reserves the right to hide, remove, mute, or delete information posted by a user that violates the terms. Repeated or egregious violations of the District’s social media policy may result in denial of access to all applicable District social media accounts. All threats to public safety or persons shall be immediately removed and reported to the applicable public safety authorities.”
- 12.17 USE OF THE DISTRICT’S LOGO
- 12.17.1 To the extent possible, the District’s logo shall be used on all official District external communications, including but not limited to letters, newsletters, press releases, invitations, flyers, posters, signage, websites, social media pages, and any item requiring a symbol of identity.
- 12.17.2 The District’s logo may not be used by any District personnel for personal communications or uses, including but not limited to personal social media accounts.
- 12.17.3 The District’s logo may not be used by any outside entity without the Board’s prior written consent.

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12.17.4 The District's logo may not be altered in any way without the Board's prior written consent.

12.18 INTERNET USAGE

It is the District's policy that Internet usage via District owned equipment and/or District provided Internet connections and services shall be strictly limited to authorized activities and that use of the Internet for personal purposes is prohibited. This policy is necessary for safety and security reasons and to provide an appropriate work environment. The General Manager shall enforce the guidelines set forth in Addendum G and may impose other guidelines and restrictions on such Internet usage with the Board's consent.

12.19 EDUCATION

- 12.19.1 The General Manager shall ensure that those personnel that work with social media understand this Policy. The General Manager may delegate the others the responsibility of training personnel on this Policy.
- 12.19.2 Personnel shall read and follow the guidelines set forth in Addendum G.

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15 WASTEWATER CONTROL

15.1 GENERAL PROVISIONS

- 15.1.1 **SHORT TITLE.** This Section shall be known as the “Magna Water District Wastewater Control Regulations.”
- 15.1.2 **PURPOSE.** It is necessary for the health, safety, and welfare of the residents within the area served by the District’s Publicly Owned Treatment Works (POTW) that the District regulate the collection of wastewater and treatment thereof to provide for maximum public benefit. The provisions herein set forth are uniform requirements for direct and indirect contributors into the wastewater collection and treatment system for the POTW, and enables the POTW to comply with all applicable local, state and federal laws.
- 15.1.3 The objectives are:
- (a) To prevent the introduction of pollutants into the POTW wastewater system which shall interfere with the operation of the system or contaminate the resulting sludge;
 - (b) To prevent the introduction of pollutants into the POTW wastewater system which shall pass through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system;
 - (c) To improve the opportunity to recycle and reclaim wastewaters and sludges from the system;
 - (d) To provide for equitable distribution among Users of the cost and operation of the POTW wastewater system; and,
 - (e) To provide for and promote the general health, safety and welfare of the citizens residing within the POTW.
- 15.1.4 The provisions herein provide for the regulation of direct and indirect contributors to the POTW wastewater system through the issuance of permits and through enforcement of general requirements for all Users, authorize monitoring and enforcement activities, require User reporting, assure that existing User's capability shall not be preempted, and provide for the setting of fees for the equitable distribution of costs resulting from the program established herein.
- 15.1.5 The provisions herein shall apply to the POTW and to persons outside the POTW who are, by contract or agreement with the POTW, Users of the POTW. The provisions herein shall provide for enforcement and penalties for violations.

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- 15.1.6 DEFINITIONS. Unless the context specifically indicates otherwise, the following terms and phrases, as used in this regulation, shall have the meanings hereinafter designated:
- (a) “Act” means the Federal Water Pollution Control Act, P. L. 92-500 also known as the Clean Water Act, including the amendments made by the Clean Water Act of 1977, P. L. 95-217, and any subsequent amendments.
 - (b) “Approval Authority” means the Director in an NPDES state with an approved state pretreatment program and the Administrator of the EPA in a non-NPDES state or NPDES state without an approved state pretreatment program.
 - (c) “Authorized Representative of Industrial User” means an authorized representative of an industrial User may be: (a) A principal executive officer of at least the level of vice president, if the industrial User is a corporation; (b) A general partner or proprietor if the industrial User is a partnership or proprietorship, respectively; and (c) A duly authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the indirect discharge originates.
 - (d) “Biochemical Oxygen Demand” or “BOD” means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five (5) days at 20 degrees Centigrade expressed in terms of weight and concentration, milligrams per liter (mg/l). Laboratory determinations shall be made in accordance with procedures set forth in Standard Methods.
 - (e) “Building or Lateral Sewer” means a sewer conveying the wastewater of a User from a building or other structure to a POTW sewer, including direct connections to a POTW sewer where permitted by the POTW. A lateral sewer is a building sewer.
 - (f) “Business Classification Code” or “BCC” means a classification of dischargers based on the 1972 Standard Industrial Classification Manual, Bureau of the Budget of the United States of America.
 - (g) “Categorical Standards” means National Categorical Pretreatment Standards or Pretreatment Standards.
 - (h) “Chemical Oxygen Demand” or “COD” means the oxygen equivalent of that portion of organic matter in a wastewater sample that is susceptible to oxidation by strong chemical oxidant.

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- (i) "Chlorine Demand" means the amount of chlorine required to produce a free chlorine residual of 0.1 mg/l at the end of the contact period on a sample, in conformance with the procedures described in Standard Methods.
- (j) "Compatible Pollutant" means the biochemical oxygen demand, suspended solids, pH and fecal coliform bacteria; plus any additional pollutants identified in the publicly-owned treatment work's NPDES permit, where the publicly-owned treatment work is designed to treat such pollutants and, in fact does treat such pollutants to the degree required by the POTW's NPDES permit.
- (k) "Construction Standards" means the general construction requirements adopted by the POTW for installation of sewerage facilities.
- (l) "Contamination" means an impairment of the quality of the waters of the State by waste to a degree which creates a hazard to the environment and/or public health through poisoning or through the spread of disease, as described in Standard Methods.
- (m) "Control Authority" refers to the "Approval Authority" defined hereinabove; or the General Manager if the POTW has an approved Pretreatment Program under provisions of 40 C.F.R. 403.11.
- (n) "Cooling Water" means the water discharged from any use such as air conditioning, cooling or refrigeration, to which the only pollutant added is heat.
- (o) "Direct Discharge" or "Discharge" means the discharge of treated or untreated wastewater directly to the POTW.
- (p) "Discharger" means any person who discharges or causes the discharge of wastewater to a POTW sewer system.
- (q) "District" means Magna Water District.
- (r) "Environmental Protection Agency" or "EPA" means the U.S. Environmental Protection Agency, or where appropriate, the term may also be used as a designation for the Administrator or other duly authorized official of said agency.
- (s) "Food Preparation and Processing Establishments" means establishments engaged in the preparation of food or drink to be consumed on the premises and/or to be delivered or picked up for resale and/or consumption.
- (t) "Garbage" means solid wastes from the preparation, cooking and dispensing of food and from handling, storage, and sale of produce.

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- (u) “Grab Sample” means a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.
- (v) “Holding Tank Sewage” means any wastewater from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, sealed vaults, and vacuum-pump tank trucks.
- (w) “Incompatible Pollutant” means all pollutants other than compatible pollutants as defined in subsection (10) above.
- (x) “Indirect Discharge” means the discharge or the introduction of nondomestic pollutants from any source regulated under Section 307(b) or (c) of the Act, (33 U.S.C. §1317), into the POTW (including holding tank waste discharged into the system).
- (y) “Industrial User” means any Users whose activity is listed in the SIC major group, group or industry number, that discharges wastewater from industrial processes to the POTW.
- (z) “Industrial Waste” means solid, liquid or gaseous wastes, including cooling water (except where exempted by NPDES Permit), resulting from any industrial, manufacturing or business process, or from the development, recovery or processing of a nature resource.
- (aa) “Interference” means the inhibition or disruption of the POTW treatment processes or operations or which contributes to a violation of any requirement of the POTW NPDES Permit. The term includes prevention of sewage sludge use or disposal by the POTW in accordance with Section 405 of the Act, (33 U.S.C. §1345) or any criteria, guidelines or regulations developed pursuant to the Solid Waste Disposal Act (SWDA), the Clean Air Act, the Toxic Substances Control Act, or more stringent state criteria (including those contained in any State sludge management plan prepared pursuant to Title IV of SWDA) applicable to the method of treatment and disposal or use employed by the POTW.
- (ab) “National Categorical Pretreatment Standard” or “Pretreatment Standard” means any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act (33 U.S.C. §1347) which applies to a specific category of Industrial User.

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- (ac) “National Prohibitive Discharge Standard” or “Prohibitive Discharge Standard” means any regulation developed under the authority of Section 307(b) of the Act and 40 C.F.R., Section 403.5.
- (ad) “New Source” means any wastewater source commenced after the publication of proposed regulations prescribing Section 307(c) (33 U.S.C. §1317) categorical pretreatment standard which shall be applicable to such source, if such standard is thereafter promulgated later than 120 days after proposal, a new source means any source, the construction of which is commenced after the date of promulgation of the standard.
- (ae) “National Pollution Discharge Elimination System Permit” or “NPDES” Permit means a permit issued pursuant to Section 402 of the Act (33 U.S.C. §1342).
- (af) “Person” means any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine and the singular shall include the plural where indicated by context.
- (ag) “pH” means the negative logarithm (base 10) of the concentration of hydrogen ions.
- (ah) “Pollution” or “Pollutant” means the man-made or man-induced alteration of the chemical, physical, biological, and radiological integrity of water. Including, but not limited to, any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water.
- (ai) “Pretreatment” or “Treatment” means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes by other means, except as prohibited by 40 C.F.R. Section 403.6(d).
- (aj) “Pretreatment Requirements” means any substantive or procedural requirement related to pretreatment, other than a National Pretreatment Standard imposed on an Industrial User.
- (ak) “Publicly Owned Treatment Works” or “POTW” means a treatment works as defined by Section 212 of the Act (33 U.S.C. §1291) which is owned by the State

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of Utah or one or more political subdivisions having statutory authority to collect and treat sewage. This definition includes any sewers that convey wastewater to the POTW treatment plant, except building or lateral sewers. For the purposes of this regulation, POTW shall also include any sewers that convey wastewater to the POTW by persons outside the POTW boundaries who are by contract or agreement with the POTW actual Users of the POTW.

- (al) "POTW Governing Authority" means the term "POTW Governing Authority" shall refer to the governing board of the District.
- (am) "POTW Manager" means the executive officer of the POTW, i.e., the General Manager, or his designated representative.
- (an) "POTW Treatment Plant" means that portion of the publicly owned treatment works designed to provide treatment for wastewater.
- (ao) "Receiving Water Quality Requirements" means requirements for the POTW's treatment plant effluent established by POTW or by applicable State or Federal regulatory agencies for the protection of receiving water quality. Such requirements shall include effluent limitations, and waste discharge standards, requirements, limitations, or prohibitions which may be established or adopted from time to time by State or Federal laws or regulatory agencies.
- (ap) "Sanitary Sewer" means the pipe or conduit system and appurtenances for the collection, transportation, pumping, and treatment of sewage. This definition shall also include the terms "public sewer," "sewer system," "POTW sewer" and "sewer."
- (aq) "Sewage" means the water-borne wastes discharged to the sanitary sewer from buildings for residential, business, institutional, and industrial purposes. Wastewater and sewage are synonymous; thus, they are interchangeable.
- (ar) "Shall" and "Shall" are mandatory; "May" is permissive.
- (as) "Significant Industrial User" means any Industrial User of the wastewater disposal system who (i) has a discharge flow of 50,000 gallons or more within a 24-hour period, or (ii) has a flow greater than 10% of the flow in the POTW wastewater treatment system, or (iii) has in his wastes, toxic pollutants as defined pursuant to Section 307 of the Act or Utah statutes and rules, or (iv) is found by the POTW, Utah State Water Pollution Committee, or the U.S. Environmental Protection Agency (EPA) to have significant impact, either singly or in combination with other contributing industries, on the wastewater treatment

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system, the quality of a sludge, the system's effluent quality, or air emissions generated by the system.

- (at) "Slug" means any discharge of water, sewage or industrial waste which, in concentration of any given constituent or in quantity of flow, exceeds for any one period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during the normal operation of the User.
- (au) "Standard Methods" means procedures described in the latest edition of "Standard Methods for the Examination of Water and Wastewater" as published by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation or such other procedures as may be adopted by the POTW.
- (av) "State" means the State of Utah.
- (aw) "Standard Industrial Classification" or "SIC" means a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972.
- (ax) "Storm Sewer" means a sewer that carries only storm, surface and ground water drainage.
- (ay) "Storm Water" means any flow occurring during or following any form of natural precipitation and resulting therefrom.
- (az) "Subdivision" means the division of a tract, or lot, or parcel of land into three or more lots, plots, sites, or other divisions of land for the purpose, whether immediate or future, of sale or of building development or redevelopment, provided, however, that divisions of land for agricultural purposes or for commercial, manufacturing, or industrial purposes shall be exempt. Further, the above definition shall not apply to the sale or conveyance of any parcel of land which may be shown as one of the lots of a subdivision or which a plat has theretofore been recorded in the office of the county recorder. The word "subdivide" and any derivative thereof shall have reference to the term "subdivision" as herein defined.
- (ba) "Suspended Solids" means the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquids, and which is removable by laboratory filtering in accordance with procedures set forth in Standard Methods.

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- (bb) "Toxic Pollutant" means any pollutant or combination of pollutants listed in Addendum R as toxic or in regulations promulgated by the Administrator of the Environmental Protection Agency under Section 307(a) of the Act.
- (bc) "User" means any person who contributes, causes or permits the contribution of wastewater in a POTW.
- (bd) "Viscosity" means the property of a fluid that resists internal flow by releasing counteracting forces.
- (be) "Wastewater" means the liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any infiltrating groundwater, surface water, and storm water that may be present, whether treated or untreated, which enters the POTW.
- (bf) "Waters of the State" means all streams, lakes, ponds, marshes, water courses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through or border upon the State or any portion thereof.
- (bg) "Wastewater Discharge Permit" is defined in Section 15.5.2.
- (bh) "Wastewater Strength" means the quality of wastewater discharged as measured by its elements, including its constituents and characteristics.

15.1.7 ABBREVIATIONS. The following abbreviations shall have designated meanings:

- (a) BOD - Biochemical Oxygen Demand
- (b) C.F.R. - Code of Federal Regulations
- (c) cp - Centipoise = 0.01 poise = c.g.s unit of absolute viscosity $\frac{gm}{sec \times cm}$.
- (d) COD - Chemical Oxygen Demand
- (e) EPA - United States Environmental Protection Agency or its successors
- (f) l - Liter
- (g) mg. - Milligrams
- (h) mg/l - Milligrams per liter
- (i) NPDES - National Pollutant Discharge Elimination System

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- (j) POTW - Publicly Owned Treatment Works
- (k) SIC - Standard Industrial Classification
- (l) SWDA - Solid Waste Disposal Act, 42 U.S.C. §6901, et seq.
- (m) U.S.C. - United States Code
- (n) TSS - Total Suspended Solids

15.2 GENERAL REGULATIONS

15.2.1 SUPERVISION. The POTW shall be supervised and directed by the General Manager.

15.2.2 GENERAL PROVISIONS

15.2.2.1 DISCHARGE INTO POTW. All sewage shall be discharged to public sewers except as provided hereafter.

15.2.2.2 DISCHARGE OF SEWAGE. No person shall discharge any sewage from any premises within the POTW in and upon any public highway, stream, water course, or public place, or into any drain, cesspool, storm or private sewer, except as provided for hereinafter.

15.2.2.3 PROHIBITED DISCHARGE - SANITARY SEWER. No person shall cause to be discharged or make a connection which would allow any storm water, surface drainage, groundwater, roof run-off, cooling water or other water into any sanitary sewer. No person shall cause any of the above-mentioned waters to be mixed with that person's sewage in order to dilute said sewage.

15.2.2.4 PROHIBITED DISCHARGE - STORM SEWERS. Storm water, surface drainage, subsurface drainage, groundwater, roof run-off, cooling water or unpolluted water may be admitted to specifically designated storm sewers which have adequate capacity for the accommodations of said waters. No person shall connect to and/or use sanitary sewers for the above purposes without having first obtained the written consent of the POTW Manager.

15.2.2.5 PROHIBITED DISCHARGES - SPECIFIC CATEGORIES. No User shall contribute or cause to be contributed directly or indirectly, any pollutant or wastewater which shall interfere with the operation or performance of the POTW. A User may not contribute the following substances to any POTW.

- (a) EXPLOSIVES. Any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction

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with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW.

- (b) **SOLIDS.** Solid or viscous substances which may cause obstruction to the flow in a sewer or interfere with the operation of the wastewater treatment facilities such as, but not limited to: grease, garbage with particles greater than one-quarter inch (1/4") in any dimension, animal guts or tissues, paunch manure, bones, hair, hides, or fleshings, entrails, whole blood, feathers, ashes, cinder, sand, spent lime, stone or marble dust, metal, glass, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes.
- (c) **PH LIMITS.** Any wastewater having a pH less than 6 or more than 9.
- (d) **TOXIC.** Any wastewater containing toxic pollutants, either singly or by interaction with other pollutants, which shall injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the POTW, contaminate the sludge of the POTW. A toxic pollutant shall include but not be limited to any pollutant identified pursuant to Section 307(1) of the Act.
- (e) **NOXIOUS.** Any malodorous liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for their maintenance and repair.
- (f) **UNTREATABLE.** Any substance which may cause the POTW's effluent or any other product of the POTW, such as residues, sludges, or scums, to be unsuitable for reclamation or interfere with the POTW treatment process.
- (g) **NPDES PERMIT VIOLATION.** Any substances which shall cause the POTW to violate its NPDES Permit or the receiving water quality standards.
- (h) **OBJECTIONABLE COLOR.** Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.
- (i) **TEMPERATURE.** Any wastewater having a temperature which shall inhibit biological activity in the POTW treatment plant resulting in interference, or cause temperature at the headworks of the POTW treatment plant to exceed 104°F.

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- (j) **SLUG LOADS.** Any pollutants, including oxygen demanding pollutants (BOD, etc.) released at a flow and/or pollutant concentration which shall cause interference to the POTW. In no case shall a slug load have a flow rate or contain concentration or qualities of pollutants that exceed for any time period longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration, quantities, or flow during normal operation.
- (k) **RADIOACTIVE.** Any wastewater containing any radioactive wastes or isotope of such half-life or concentration as may exceed limits established by the POTW Manager in compliance with applicable State or Federal regulations.
- (l) **HAZARD.** Any wastewater which causes a hazard to human life or creates a public nuisance.

- 15.2.3 **COMMERCIAL GARBAGE GRINDERS:** Mechanically operated commercial grinders for producing properly ground garbage are permitted to establishments engaged in the preparation of commercial food or drink to be consumed on the premises or to be delivered or picked up for consumption off premises. Every such mechanically operated grinder shall be so designed and installed:
- 15.2.3.1 That it shall discharge wastes at a reasonable uniform rate in fluid form, which shall readily flow through an approved trap, drain line or soil line in a manner which prevents clogging or stoppage of the drain line.
 - 15.2.3.2 That it shall be of such construction and have such operating characteristics that not more than 5% by weight of all material discharged from it shall have any dimension larger than 1/4 inch. Weights shall be determined on a dry basis.
 - 15.2.3.3 That the entire installation shall comply in all particulars with the provisions of the Plumbing and Electrical Code of Salt Lake City and the State of Utah.
 - 15.2.3.4 Additionally, such commercial grinders shall operate only with cold water flowing into the grinder and through a sink drain line in such a manner as to congeal and aerate the solid and liquid greases within the grinding unit.
 - 15.2.3.5 The final decisions as to the sufficiency of the design to meet these requirements shall rest with the POTW Manager.
- 15.2.4 **FEDERAL CATEGORICAL PRETREATMENT STANDARDS.** Upon the promulgation of the Federal Categorical Pretreatment Standard for a particular industrial subcategory, developed pursuant to 40 C.F.R. Section 403.6, the Federal

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Standard, if more stringent than limitations imposed herein for sources in that subcategory, shall immediately supersede the limitations imposed herein. The POTW Manager shall notify all affected Users of the applicable reporting requirements under 40 C.F.R. Section 403.12.

- 15.2.5 **MODIFICATION OF FEDERAL PRETREATMENT STANDARDS.** Where the POTW's wastewater treatment system achieves consistent removal of pollutants limited by Federal Pretreatment Standards, the POTW may apply to the Approval Authority for modification of specific limits in the Federal Pretreatment Standards. "Consistent removal" shall mean reduction in the amount of a pollutant or alteration of the nature of the pollutant by the wastewater treatment system to a less toxic or harmless state in the effluent which is achieved by the system in 95 percent of the samples taken when measured according to the procedures set forth in Section 403.7(c)(2) of (Title 40 of the Code of Federal Regulations, Part 403) - "General Pretreatment Regulations for Existing and New Sources of Pollution" promulgated pursuant to the Act. The POTW may modify pollutant discharge limits in the Federal Pretreatment Standards if the requirements contained in 40 C.F.R., Part 403, Section 403.7, are fulfilled and prior approval from the Approval Authority is obtained.
- 15.2.6 **SPECIFIC POLLUTANT LIMITATIONS.** No person shall discharge wastewater into the POTW containing in excess of the CONTROLLED LIMITED and CONTROLLED ADMISSIBLE POLLUTANTS, as established by the POTW from time to time and as set forth in Addendum R and Addendum S. No person shall discharge wastewater into the POTW containing in excess of the CONTROLLED LIMITED and CONTROLLED ADMISSIBLE POLLUTANTS without prior notification to the POTW, as established by the POTW from time to time and as set forth in Addendum Q.
- 15.2.7 **STATE REQUIREMENTS.** State requirements and limitations on discharges shall apply in any case where they are more stringent than Federal requirements and limitations or those contained herein.
- 15.2.8 **POTW'S RIGHT OF REVISION.** The POTW reserves the right to establish more stringent limitations or requirements on discharges to the wastewater disposal system if deemed necessary to comply with the objectives presented in Section 15.1.3 hereof.
- 15.2.9 **DILUTION PROHIBITED.** No User shall ever dilute a discharge as a partial or complete substitute for adequate pretreatment to achieve compliance with the limitations contained in the Federal Categorical Pretreatment Standards, or in any other pollutant specific limitation developed by the POTW or State.

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- 15.2.10 INJURING SEWER PROHIBITED. No person shall injure, break or remove any part or portion of any POTW sewer or system or any sewer appliance or appurtenance without the POTW's prior written consent.
- 15.2.11 MANHOLE COVERS. No person shall open any POTW sewer manhole without permission from the POTW Manager.
- 15.2.12 MANDATORY CONNECTIONS
- 15.2.12.1 CONNECTION REQUIRED. The owner or his agent of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the POTW boundaries and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a POTW line, is hereby required, at his expense, to install suitable toilet facilities therein, and to connect such facilities directly with the POTW in accordance with the provisions herein within ninety (90) days after date of official notice to do so, provided that said POTW line is within three hundred (300) feet of the owner's property line.
- 15.2.12.2 DISCONTINUANCE OF PRIVY VAULTS, CESSPOOLS, AND SEPTIC TANKS.
- (a) No owner, or his agent, or other person having charge of or occupying any property within three hundred (300) feet of a POTW sewer shall maintain or use or cause or permit to exist any privy vault, septic tank, or cesspool upon said property.
- (b) In no case shall any plumbing in any house or building not complying with subparagraph (a) above remain unconnected to any public sewer for more than thirty (30) days after such a sewer is available.
- 15.2.12.3 OUTHOUSES PROHIBITED. No person shall erect or maintain any outhouse or privy within the POTW boundaries.
- 15.2.13 SPECIAL AGREEMENTS AND CONTRACTS
- 15.2.13.1 SPECIAL USER AGREEMENT. No statement contained in this section shall be construed as prohibiting special written agreements between the POTW and any other person allowing industrial waste or wastewater of unusual strength or character to be admitted to the POTW for any additional costs of treatment. Such agreement, however, may not violate any of the specific prohibitions provided herein.

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- 15.2.13.2 CONTRACT WITH OTHER POTWS. Whenever the existing sewage treatment capacity is adequate therefor, the POTW may contract with any other organized and established POTW or with any other governmental agency or private enterprise, for the discharge into the POTW from any part or parts of such POTW, or person or persons living outside the boundaries of the POTW, upon such terms and conditions and for such periods of time as may be deemed reasonable.
- 15.2.14 GREASE, OIL AND SAND INTERCEPTORS
- 15.2.14.1 From and after the effective date of this regulation, grease, oil, and sand interceptors, as described by the Utah Plumbing Code, shall be required, both for any new or old business where its building is newly constructed, added to, or refurbished to the extent that a building permit is required under law, for any food processing or preparation establishment, or any other uses for the proper handling of liquid wastes containing grease, or any flammable waste, sand and other harmful ingredients; except that such interceptor shall not be required for dwelling units. All interceptors shall be of a type and capacity approved by the POTW Manager according to plans on file in the POTW's office, and shall be located as to be readily accessible for cleaning by User and inspection by POTW employees.
- 15.2.14.2 All grease, oil, and sand interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, water tight and equipped with easily removable covers which, when bolted in place, shall be gas and water tight.
- 15.2.14.3 Where installed, all grease, oil, and sand interceptors shall be maintained by the User at his sole expense, in continuous efficient operation at all times.
- 15.2.14.4 The User shall keep all manifests, receipts, invoices, and other related records of all cleaning, maintenance, grease removal of/from the grease interceptor, disposal carrier and disposal site location for no less than three (3) years. The User shall, upon request, make the manifests, receipts, invoices, and other related records available to any POTW representative, or inspector. These records should include:
- (1) A log book of grease interceptor, grease trap or grease control device cleaning and maintenance practices;
 - (2) A record of Best Management Practices being implemented, including employee training;

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- (3) Records of sampling data and sludge height monitoring for oils and solids accumulation in the grease interceptors;
 - (4) Records of any spills and/or cleaning of the lateral or sewer system.
- 15.2.14.5 No User shall discharge wastewater from the grease, oil and sand interceptor into the POTW that exceeds 50 mg/L for oil and grease (vegetable or animal based) as set forth in the ADDENDUM R - CONTROLLED LIMITED POLLUTANTS and ADDENDUM S - CONTROLLED ADMISSIBLE POLLUTANTS. Petroleum based oil and grease discharges are not allowed.
- 15.2.14.6 The User shall immediately notify the District of any discharge, accidental or otherwise, from the grease, oil and sand interceptor exceeding the limits of any pollutant as set forth in ADDENDUM R - CONTROLLED LIMITED POLLUTANTS or ADDENDUM S - CONTROLLED ADMISSIBLE POLLUTANTS. The District shall immediately review the source, nature and extent of the discharge and document the required corrective action(s).
- 15.2.14.7 When a User's discharge from the grease, oil, and sand interceptor causes an obstruction or damage, or because of the nature of the discharge, toxic pollutants increase the costs for managing the effluent or the sludge of the POTW, the User shall pay for all costs associated with the discharge including but not limited to investigation, inspection, sampling, testing, cleaning, professional engineering and attorney fees, court costs, penalties, fines and any other District overhead and expenses.
- 15.2.14.8 It shall be a violation of the Rules and Regulations for any User to modify an interceptor without consent from the POTW, falsify maintenance or design records, or fail to provide maintenance or design records when requested by the District. Any person violating the provisions herein shall be liable for any expense, loss or damage caused by the POTW by reason of violation, including the increased costs, if any, for managing effluent or sludge, when such increases are the result of the User's discharge of toxic pollutants. The POTW Manager shall add such charge to the discharger's treatment charge.
- 15.2.14.9 In the event a food processing or preparation establishment installs or has installed a grease, oil, and sand interceptor pursuant to this section, said User shall not be compelled to install a monitoring facility or equipment as set forth in Section 15.5.4 of this regulation.
- 15.2.15 **PROHIBITED CONNECTIONS.** No person, either in person or through an agent, employee, or contractor, shall make, allow, or cause to be made any sewer connection

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to the POTW for service, or for the purpose of servicing property outside the boundaries of the POTW, except upon written recommendation of the POTW Manager and the written approval of the POTW's governing board. Such connection to the POTW shall be made by a person who is either a bonded, state licensed sewer contractor (license classification A-8) or plumber (license classification C-18) who has obtained the necessary sewer and street permits.

15.2.16 REPAIR OR REPLACEMENT OF SEWERS. LICENSE AND BOND REQUIRED

15.2.16.1 No person not licensed as a plumber or licensed and bonded sewer contractor, pursuant to the requirements hereof, shall engage in the business of repair or replacement of a building drain or building sewer, without first obtaining a license or permit from the POTW and filing a corporate surety bond with the POTW in an amount to be specified by the POTW, such that the principal and surety shall hold POTW harmless from any and all injuries to persons or damage to property, and particularly to the sewer mains, caused by or through the cleaning or removal of any stoppage in any drain or sewer, and further conditioned that the principal shall faithfully observe all ordinances, rules and regulations of said POTW pertaining to plumbing sewer.

15.2.16.2 The fee for the license or permit herein required shall be set by the POTW's governing body.

15.2.17 PRIVATE SEWAGE DISPOSAL

15.2.17.1 PRIVATE DISPOSAL PROHIBITED.

- (a) No person shall construct, use or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage within the boundaries of POTW where POTW service is available within three hundred (300) feet of the property line of any property upon which any building, privy, privy vault, septic tank, cesspool, or other facility as described above exists.
- (b) No person shall construct, use or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the purpose of disposal of sewage from any subdivision located within the boundaries of POTW.
- (c) Within ninety (90) days from the date POTW service becomes available within three hundred (300) feet of the property line of any buildings served by any private sewage disposal system, a direct connection shall be made to the POTW sewer by the owner at owner's expense in compliance with the provisions herein contained, and any septic tank, cesspool, privy, or similar

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private sewage disposal facilities shall be immediately emptied and filled with suitable material.

15.2.17.2 PRIVATE DISPOSAL AUTHORIZED.

- (a) Where POTW service is not available within the limited area provided in Section 15.2.17.1 above, the building's sewer shall be connected to a private sewage disposal system complying with the provisions of the Salt Lake County Health Department.
- (b) Prior to commencement of construction of a private sewage disposal system, the owner or his agent shall first obtain written permission from the POTW for submission to the Salt Lake County Health Department.
- (c) The owner or his agent shall operate and maintain the private sewage disposal facilities at owner's sole expense and in compliance with all applicable federal, state, and local laws, rules and regulations.
- (d) No statement contained in this section shall be construed to interfere with any additional requirements which may be imposed by the Salt Lake County Health Department or the Utah Water Pollution Control Committee or the Utah State Department of Health.

15.2.18 DISCONTINUANCE OF SERVICE. Any User desiring to discontinue service shall notify the POTW in writing of such fact at least thirty (30) days before the date when such service shall be discontinued. Upon giving such written notice, said User shall not be responsible for bills incurred after the termination date specified in said notice. Any unused credit balance in favor of the customer as a result of an advance payment of bills or a deposit shall be promptly refunded upon discontinuance of service.

15.3 BUILDING SEWERS, CONNECTIONS AND REPAIRS

15.3.1 SEPARATE CONNECTIONS REQUIRED. Pursuant to Section 19.13.3, each separate building or unit shall have a separate connection to the main sewer line, except when deemed impracticable and so found in writing by the POTW Manager. Each owner shall bear and pay for the maintenance and repair of this building or lateral sewer. Notwithstanding the above, where a unit is in the rear of another building and on the same building lot and owned by the same party, the POTW Manager may issue a sewer permit for a multiple connection.

15.3.2 OLD BUILDING SEWERS. Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the POTW, to meet all requirements herein, otherwise, old building sewers shall be plugged at the User's

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expense upon discontinuance of service. The plug in the old building sewer must be approved and an inspection fee shall be charged by the POTW.

- 15.3.3 DESIGN AND CONSTRUCTION. The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench shall all conform to the requirements of the building and plumbing code or other applicable laws, rules and regulations of federal, state, and local entities, and POTW Construction Standards.
- 15.3.4 BUILDING SEWER ELEVATION. In all buildings where the elevation is too low to permit gravity flow to the POTW sewer, sanitary sewage discharge from such building shall be lifted by a POTW approved means and discharged to the sewer and operated and maintained by the User.
- 15.3.5 INSTALLATION EXPENSES. All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the applicant. The applicant shall retain or employ a licensed and bonded sewer contractor or plumber to make connection to and install a sewer.
- 15.3.6 CONNECTION REQUIREMENT. The applicant for the building sewer permit shall notify the POTW Manager when the building sewer is ready for inspection and connection to the POTW sewer. The connection shall be made under the supervision of the said POTW Manager or his representative. The connection of the building sewer to the POTW sewer shall conform to the requirements of the building and plumbing code or other applicable laws, rules and regulations of federal, state and local entities. All such connections shall be made water tight.
- 15.3.7 EXCAVATION SAFEGUARDS FOR PUBLIC. All excavations for building sewer installations shall be adequately guarded by the owner or his representative with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored by the owner or his representative in a manner satisfactory to the POTW and the street owner.
- 15.3.8 SEPARATION FROM OTHER UTILITIES. All utility lines or conduits shall be separated from the building sewer as required by State law.
- 15.3.9 MAINTENANCE EXPENSE. All building sewers, including the connection to the POTW sewer, shall be maintained by the property owner.
- 15.3.10 CONNECTION OF UNLIKE PIPE. Any connection of pipes of unlike materials shall comply with the Utah Plumbing Code and the POTW Construction Standards.

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- 15.3.11 SEWER SPECIFICATIONS. The size of building sewers, type of pipe allowed, bed and grade of pipe and changes in direction of pipe shall conform to the Utah Plumbing Code and POTW Construction Standards.
- 15.3.12 PIPE TO BE FREE OF DEFECTS. All pipe shall be sound, free from holes or cracks, without traps, valves or other obstructions which might prevent or retard the free passage of air and sewage.
- 15.3.13 CLEANOUTS. A cleanout “wye” must be located immediately inside the property line. In all cases, the cleanout pipe from the “wye” to the surface of the finished grade must be iron or other material approved by the POTW Manager and on a slope of 45 degrees. The cover must be a brass cleanout plug, with a 1-inch high solid wrench head. Additional cleanouts shall be placed a minimum of 50 feet apart along any 4-inch building sewer, and every 100 feet along any 6-inch building sewer, and at all other changes in direction. Cross supports for cleanouts shall be 18 inches below the cleanout tops. No waste or soil shall enter cleanout pipes. A test tee shall be required at or near the property line.
- 15.3.14 TRENCH SAFETY. Safety for all trench excavation and restoration shall be the sole responsibility of the person making the excavation.
- 15.3.15 TEST FOR LEAKS. All building sewers shall be tested for leaks in the manner prescribed by POTW and in the presence of its inspector. Every joint shall be water tight before acceptance by the inspector.
- 15.3.16 SPECIFICATIONS FOR JOINT AT POINT OF CONNECTION TO POTW SEWER. The connection of the “wye” onto the main sewer shall be entirely surrounded with a collar of a design specified by the POTW Construction Standards. Connection work shall be done only by the POTW, or in the presence of the POTW Inspector. The trench shall not be backfilled until the building sewer line has been connected, tested and approved by the POTW Inspector.
- 15.3.17 EARTH COVER REQUIRED. No sewer line shall have less than four (4) feet of earth cover at finished grade unless specifically authorized otherwise in writing by the POTW Manager.
- 15.3.18 FEE FOR OPENING SEWER IF JUNCTION PIPE NOT AVAILABLE. Where there is no junction pipe in the POTW sewer at the point where connection is desired to be made, the opening of said sewer and the installation of the junction pipe shall be made by the POTW or its designee, if deemed necessary by the POTW, upon payment of a fee to cover the cost of the work, unless the User, upon approval of the POTW, performs the work.

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15.3.19 **FEE FOR REPLACING DAMAGED JUNCTION PIPE.** In case the junction pipe to the POTW sewer is broken off or damaged, it must be replaced. The installing of a new junction pipe shall be made by the POTW or its designee upon payment of a fee to cover the cost of the work, unless the User, upon approval of the POTW, performs the work.

15.4 CONSTRUCTION, CONNECTION AND REPAIR PERMITS

15.4.1 **PERMIT AND EXTENSION AGREEMENT REQUIRED.** No person shall commence or carry on the work of laying, repairing, altering, or connecting any building sewer, directly or indirectly, to the POTW sewer, without first having received an excavation or sewer connection permit, and having entered into an extension agreement pursuant to existing procedures of the District.

15.4.2 **APPLICATION FOR PERMIT.** Application for permits for sewer connections must be made in writing by a licensed and bonded contractor or plumber, on an application blank furnished by the POTW. Any permit issued shall be subject to the rules and regulations of the POTW.

15.4.3 **ADDITIONAL FEE FOR ADDITIONAL SURVEY AND/OR INSPECTION.** In the event that the POTW Manager finds the sewer connection at the building is not exposed when the inspector visits the site to determine the elevation, or if the permittee has not given sufficient information when making application for a permit so that the survey can be completed, or if the permittee requests a change in the survey, an additional fee shall be determined and charged by the POTW.

15.4.4 **FEE FOR REPAIRS AND REPLACEMENT.** Application for permits for sewer repair or replacement of any sewer line must be made in writing by a licensed and bonded sewer contractor or plumber on an application furnished and inspected in accordance with standards set by the POTW. A fee shall be determined and collected by the POTW for each such inspection.

15.4.5 **PERMITS MUST BE PROCURED BEFORE STARTING WORK.** If any work requiring a permit is commenced without the necessary permits first having been obtained therefor, the POTW may immediately issue a stop work order until the proper permits are obtained, and such an offender shall, in addition to any other penalties, be charged double the regular permit fee.

15.4.6 **TRIAL SEWER SURVEY FEE.** In order to determine the feasibility of connecting a building to the POTW sewer, the property owner or licensed and bonded plumber or sewer contractor may make an application for a trial sewer survey, the cost of which shall be set by the POTW. Any payments made hereunder do not constitute payment

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for a permit to connect to the sewer. Such survey shall not be made until the fee is paid in full.

- 15.4.7 **FAILURE TO REMEDY DEFECTIVE WORK.** No further permit shall be issued to any licensed and bonded sewer contractor or plumber who has failed to remedy defective work to the satisfaction of the POTW Manager after he has been notified in writing.
- 15.4.8 **PERMIT NOT TRANSFERABLE.** No sewer contractor or plumber shall use or allow his license to be used in any way for the purpose of procuring a permit for any person other than himself, or his duly authorized representative. The duly licensed and bonded sewer contractor or plumber shall be responsible for any and all work done pursuant to the issuance of any permit specified hereunder, regardless of whether the work is actually done by said contractor or his duly authorized representative.
- 15.4.9 **WORK MUST BE COMPLETED WITHIN 60 DAYS.** The work authorized by a permit hereunder shall be done with all possible speed and in accordance with POTW rules and regulations. If the work is not completed within 60 days (unless a special extension is granted in writing by the POTW) the permit shall be void, no refund made for such permit, and a new permit must be obtained to finish the work.
- 15.4.10 **REVOCAION OF PERMIT.** The POTW Manager may, at any time, revoke a permit because of defective work which has not been corrected after written notice and within the time specified therein by the POTW Manager.
- 15.4.11 **INSPECTION REQUIRED.** The inspection of sewer lines between the POTW sewer main and a building foundation shall be under the direction of the POTW Manager or by his duly authorized inspectors. The POTW shall be notified on a regular working day at least twenty-four (24) hours in advance of the time the permittee requests inspection. The entire length of the building sewer, including the junction at the POTW sewer shall be fully exposed. Any portion of the work not done in accordance with these requirements and the instruction of the POTW, or its inspectors, shall be corrected promptly. There shall be no backfilling until the inspection is made and the work accepted. No certificate of inspection shall be issued until the work is satisfactorily performed and accepted.
- 15.4.12 **REINSPECTION - ADDITIONAL FEE.** In the event that the inspector finds the connection not in conformity with POTW standards, or if any changes are necessary requiring another inspection, a charge to be set by the POTW shall be collected for each such additional inspection.

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- 15.4.13 SURVEY STAKES NOT TO BE REMOVED. Survey stakes set by the POTW for the sewer connection must not be disturbed, removed or covered.
- 15.4.14 FEE FOR RESETTING STAKES. In the event that said stakes are not available for the inspector to check the pipeline when inspection is required, he may refuse to make an inspection of the work until stakes have been reset by the POTW and a fee to be set by the POTW has been paid by the permittee for the re-staking.
- 15.4.15 PERMIT NOT BE ISSUED UNTIL SPECIAL SEWER ASSESSMENT IS PAID.
- 15.4.15.1 No permit for a sewer connection shall be issued until the POTW has been paid any required assessment or surcharge in addition to the connection fee.
- 15.4.15.2 The POTW Manager shall maintain a record of the payment of said assessments and fees, together with survey plats indicating the real property within POTW for which said sewer connection assessments and fees have been paid and these records shall be open to the public inspection during regular hours of the POTW.
- 15.4.16 ASSESSMENT TO BE IN ADDITION TO FEES. The payment of any of the assessments or surcharges required by the POTW shall not relieve the owner of the payment of other fees required herein.
- 15.4.17 SEWER MAIN EXTENSION AGREEMENTS. Any person desiring to have sewer mainlines within the District extended must make application to the District containing a description of such proposed extension.
- 15.4.18 STATEMENT OF COSTS FOR EXTENSION. Upon the receipt of such application, the District shall obtain from its engineer a certified statement showing the whole cost and expense of making such extension.
- 15.4.19 CONSTRUCTION OF EXTENSION OR DEPOSIT OF EXPENSE OF EXTENSION. If the District shall grant said application, petitioner shall enter into an extension agreement with the District whereby installation of the extension shall be accomplished.
- 15.5 WASTEWATER DISCHARGE PERMITS
- 15.5.1 AUTHORIZATION REQUIRED TO DISCHARGE. No person shall discharge wastewater into the POTW without a POTW permit or in any area under the jurisdiction of said POTW, except as authorized by the POTW Manager in accordance with the provisions hereof.
- 15.5.2 WASTEWATER DISCHARGE PERMITS

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- 15.5.2.1 GENERAL PERMITS. All Users now connected or proposing to connect to the POTW shall obtain a Wastewater Discharge Permit before connecting to and/or discharging to the POTW.
- 15.5.2.2 PERMIT APPLICATION. Users required to obtain a Wastewater Discharge Permit shall complete and file with the POTW an application in the form prescribed by the POTW and accompanied by a fee as set forth in the Fee Schedule for the POTW. The POTW may grant permit status to single residential Users previously authorized to discharge into the POTW system. All existing significant Industrial Users shall apply for a Wastewater Discharge Permit prior to September 30, 1987 and proposed new significant Industrial Users shall apply at least 90 days prior to anticipated connecting to or contributing to the POTW. In support of the application, the User shall submit, in units and terms appropriate for evaluation, the following information:
- (a) Name, address, and location of discharge (if different from the address);
 - (b) SIC number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended;
 - (c) Wastewater quantity and quality. Quality characteristics include, but are not limited to, those mentioned in Section 15.2.2 of this regulation as determined by a reliable analytical laboratory; sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304(h) of the Act and contained in 40 C.F.R., Part 136, as amended;
 - (d) Time(s) and duration of discharge;
 - (e) Average daily and peak wastewater flow rates, including daily, monthly and seasonal variations, if any;
 - (f) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by size, location and elevation. If deemed necessary by the POTW, such plans shall provide for separate systems for handling sanitary and industrial wastewater;
 - (g) Description of activities, facilities and plant processes on the premises, including all materials which are or could be discharged;
 - (h) Where known, the quantity and specific nature of any pollutants in the discharge which are limited by POTW, State or Federal Pretreatment Standards, and a statement regarding whether or not the pretreatment

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standards are being met on a consistent basis and, if not, whether additional O & M and/or additional pretreatment is required for the User to meet applicable Pretreatment Standards;

- (i) If additional pretreatment and/or O & M shall be required to meet the Pretreatment Standards, the schedule by which the User shall provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment requirements.

The following conditions shall apply to this schedule:

- (i.) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment requirements;
- (ii.) No increment referred to in paragraph (1) shall exceed nine (9) months;
- (iii.) Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the User shall submit a progress report to the POTW Manager including, as a minimum, whether or not User complied with the increment of progress to be met on such date, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the User to return the construction to the schedule established.
- (j) Any other information as required by the POTW to evaluate the permit application.

After evaluation and acceptance of the data furnished, the POTW may issue a Wastewater Discharge Permit.

15.5.2.3

PERMIT MODIFICATIONS. Upon promulgation of a National Categorical Pretreatment Standard and within the time prescribed thereby, the Wastewater Discharge Permit of Users subject to such standards shall be revised to require compliance therewith. Where a User, subject to a National Categorical Pretreatment Standard, has not previously submitted an application for a Wastewater Discharge Permit, the User shall apply for a Wastewater Discharge Permit within 180 days after notice of the enactment of the Applicable National

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Categorical Pretreatment Standard. The User with an existing Wastewater Discharge Permit shall submit to the POTW Manager within 180 days after such notice, the information required by paragraphs (h) and (i) of subsection 15.5.2.2. In addition to the foregoing, the terms and conditions of the permit shall be subject to modification by POTW during the term of the permit as limitations or requirements are modified or other just cause exists. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance, as determined by POTW Manager.

15.5.2.4

PERMIT CONDITIONS. Wastewater Discharge Permits shall be expressly subject to all provisions hereof and all other applicable regulations, User charges and fees established by the POTW. Permits may contain, but conditions are not limited to, the following:

- (a) Payment of the then current unit charge or schedule of User charges and fees for the wastewater to be discharged to a POTW sewer;
- (b) Limits on the average and maximum wastewater constituents and characteristics;
- (c) Limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization;
- (d) Requirements for installation and maintenance of inspections and sampling facilities;
- (e) Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule;
- (f) Compliance schedules;
- (g) Requirements for submission of technical reports or discharge reports;
- (h) Requirements for maintaining and retaining records relating to wastewater discharge as specified by the POTW, and affording POTW access thereto;
- (i) Requirements for notification of the POTW of any new introduction of wastewater constituents or any substantial changes in the volume or character of the wastewater constituents being introduced into the wastewater treatment system;
- (j) Requirements for notification of slug discharges;

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- (k) Requirements for separate systems to handle sanitary and industrial wastewater, such that in the event that the User's industrial wastewater is or could cause an interference or a potential interference with the POTW, that the industrial wastewater could be severed, preventing discharge into the POTW and still allowing the User's sanitary wastewater to discharge into the POTW;
- (l) Each Industrial User shall provide protection from accidental discharge to the POTW of prohibited materials or other substances regulated herein. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the Industrial User's own cost and expense. Detailed plan showing facilities and operation procedures to provide this protection shall be submitted to the POTW for review, and shall be approved by the POTW before construction of the facility. All existing Industrial Users shall complete such a plan by September 30, 1988. No Industrial User who commences discharge to the POTW after the effective date hereof shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the POTW. Review and approval of such plans and operation procedures shall not relieve the Industrial User from the responsibility to modify the Industrial User's facility as necessary to meet the requirements hereof. In the case of an accidental discharge, it is the responsibility of the Industrial User to immediately telephone and notify the POTW of the incident. The notification shall include location of discharge, type of waste, concentration and volume, and corrective actions.
- (i) Written Notice. Within five (5) days following an accidental discharge, the Industrial User shall submit to POTW Manager a detailed written report describing the cause of the discharge and the measures to be taken by the Industrial User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the Industrial User of any fines, civil penalties, or other liability which may be imposed by this article or other applicable law.
- (ii) Notice to Employees. A notice shall be permanently posted on the Industrial User's bulletin board or other prominent place advising employees who to call in the event of a dangerous discharge. Employers shall insure that all employees who may cause or suffer

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such a dangerous discharge to occur are advised of the emergency notification procedure.

(m) Other conditions as deemed appropriate by the POTW.

- 15.5.2.5 PERMIT DURATION. A Wastewater Discharge Permit for a single residential User shall remain in effect until terminated by the POTW. All other permits shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period less than a year or may be stated to expire on a specified date. The User shall apply for permit reissuance a minimum of 180 days prior to the expiration of the User's existing permit. Any permit may be canceled or terminated for failure to comply with the requirements hereof.
- 15.5.2.6 PERMIT TRANSFER PROHIBITED. A Wastewater Discharge Permit shall not be sold, traded, assigned, transferred, or sublet except as expressly authorized in writing by the District. If the permit holder seeks such an authorization, permit holder and the proposed successor permit holder shall provide to the District any and all requested information and documentation relevant to the proposed change. The authorization, if granted, may include some modifications and additional restrictions or requirements to the permit as appropriate.
- 15.5.3 REPORTING REQUIREMENTS FOR PERMITTEE.
- 15.5.3.1 COMPLIANCE DATE REPORT. Within ninety (90) days following the date for final compliance with applicable Pretreatment Standards or, in the case of a new source, following commencement of the introduction of wastewater into the POTW, any User subject to Pretreatment Standards and Requirements shall submit to the POTW Manager a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by Pretreatment Standards and Requirements and the average, minimum, and maximum daily flow and times for these process units in the User facility which are limited by such Pretreatment Standards or Requirements. The report shall state whether the applicable Pretreatment Standards or Requirements are being met on a consistent basis and, if not, what additional O & M and/or pretreatment is necessary to bring the User into compliance with the applicable Pretreatment Standards or Requirements. This statement shall be signed by an authorized representative of the significant Industrial User and certified to by a registered professional engineer.

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15.5.3.2 PERIODIC COMPLIANCE REPORTS.

15.5.3.2.1 Upon the request of the POTW Manager, any User subject to a Pretreatment Standard, after the compliance date of such Pretreatment Standard, or, in the case of a new source, after commencement of the discharge into the POTW, shall submit to the POTW Manager during the months of April and October, for the respective preceding six month period, unless required more frequently in the Pretreatment Standard or by the POTW Manager, a report indicating the nature and concentration of pollutants in the effluent which are limited by such Pretreatment Standards. In addition, this report may include a record of all daily flows. At the discretion of the POTW Manager and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the POTW Manager may alter the months during which the above reports are to be submitted.

15.5.3.2.2 The POTW Manager may impose mass limitations on Users which are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases where the imposition of mass limitations are appropriate. In such cases, the report required by subparagraph (a) of this paragraph shall indicate the mass of pollutants regulated by Pretreatment Standards in the effluent of the User. These reports shall contain the results of sampling and analysis of the discharge, including the flow and the nature and concentration, or production and mass where requested by the POTW Manager, of pollutants contained therein which are limited by the applicable Pretreatment Standard. All analysis shall be performed in accordance with procedures established by the EPA Administrator. Sampling shall be performed in accordance with the techniques approved by the EPA Administrator.

15.5.3.2.3

15.5.4 MONITORING FACILITIES

15.5.4.1 The Industrial User shall provide and operate, at its expense, monitoring facilities approved by the POTW Manager, sufficient to allow inspection, sampling and flow measurement of the building sewer systems. The monitoring facilities shall be situated on said User's premises or such other location as allowed by the POTW.

15.5.4.2 There shall be ample room in or near such monitoring manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility

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shall be maintained at all times in a safe and proper operating condition at the expense of the User.

- 15.5.4.3 Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the POTW's requirements and all applicable local construction standards and specifications. The construction schedule shall be submitted to the POTW for prior approval, and construction shall be completed within a time specified by written notification from POTW.
- 15.5.5 INSPECTION. All Users shall allow the POTW or its representatives ready access at all reasonable times to all parts of the premises for the purpose of inspection, sampling, records examination or in the performance of any of its duties. The POTW, Approval Authority, State and EPA shall have the right to set upon the User's property such devices as are necessary to conduct sampling inspection, compliance monitoring and/or metering operations. Where a User has security measures in force which would require proper identification and clearance before entry into their premises, the User shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the POTW, Approval Authority, State and EPA shall be permitted to enter, without unreasonable delay, for the purposes of performing their specific responsibilities.
- 15.5.6 FAILURE TO PERMIT INSPECTION. In the event a duly authorized officer or agent of the POTW is refused admission for any reason, the POTW Manager may cause sewer service to the premises in question to be discontinued until the POTW agents have been afforded reasonable access to the premises and sewer system to accomplish the inspection and/or sampling.
- 15.5.7 SAMPLING. All measurements, tests, and analysis of the characteristics of water and wastes to which reference is made herein shall be determined in accordance with Standard Methods and/or EPA approved methods. In the event that no special facility has been required, the point of inspection shall be considered to be the downstream manhole in the POTW sewer nearest to the point at which the building sewer is connected to the public sewer.
- 15.5.8 PRETREATMENT. Users shall provide necessary wastewater treatment as required to comply herewith. Any monitoring equipment and facilities required to pretreat wastewater to a level acceptable to the POTW shall be provided, operated, and maintained at the User's expense. Such facilities required by the POTW may include the requirement for separate systems to handle sanitary and industrial wastewater so that both can be discharged into the POTW collection system independently of each other. Detailed plans showing the pretreatment facilities and operating procedures

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shall be submitted to the POTW for review, and shall be approved in writing by the POTW Manager before construction of the facility. The review of such plans and operating procedures shall in no way relieve the User from other responsibility of modifying the facility as necessary to produce an effluent acceptable to the POTW under the provisions hereof. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and accepted in writing by POTW prior to the User's initiation of the changes.

- 15.5.9 THE POTW SHALL ANNUALLY PUBLISH. The POTW shall annually publish in a newspaper of general circulation within the boundaries of the POTW, a list of the Users which were not in compliance with any Pretreatment Requirements or Standards at least once during the 12 previous months. The notification shall also summarize any enforcement actions taken against the User(s) during the same 12 months. All records relating to compliance with Pretreatment Standards shall be made available to officials of the EPA or Approval Authority upon request.
- 15.5.10 CONFIDENTIAL INFORMATION. Information and data on a User obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction unless the User specifically requests and is able to demonstrate to the satisfaction of the POTW Manager that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the User.
- 15.5.11 When requested by the User furnishing a report, the portions of the report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request to governmental agencies for uses related hereto, the National Pollutant Discharge Elimination System (NPDES) Permit, and/or the pretreatment requirements; provided, however, that such portions of a report shall be available for use by the State or any state agency in judicial review or enforcement proceedings involving the User furnishing the report.
- Information accepted by the POTW as confidential shall not be transmitted to any governmental agency by the POTW until and unless a 10-day written notification is given to the User by certified mail or personal service.
- 15.5.12 PRETREATMENT ADMINISTRATIVE OPTION. POTW has the option to contract with any governmental or private entity to provide such administrative services as deemed necessary. Such governmental entity could provide the following services, but would not be limited to the following except by contract with each entity:
- (a) Permit Processing;

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- (b) Monitoring Facilities;
- (c) Inspection and Sampling;
- (d) Pretreatment Processing;
- (e) Enforcement Action;
- (f) Laboratory Analysis.

15.6 FEES AND CHARGES

15.6.1 PURPOSE. Each User shall pay all fees and charges required by the POTW. Appropriate surcharges shall be imposed. It is the purpose of this section to provide for the payment of all POTW costs, maintenance and operation from the Users. The total annual cost of operation and maintenance shall include, but need not be limited to labor, repairs, equipment replacement, maintenance, necessary modifications, power, sampling, laboratory tests, and a reasonable contingency fund. The charges shall be based upon the quality and quantity of User's wastewater, and also upon the POTW's capital and operating costs to intercept, treat, and dispose of wastewater. The applicable charges shall be set forth in Addendum N, the fee schedule for the POTW. The Fee Schedule shall be adjusted from time to time by the POTW, which shall be prior approved by the District to equitably apportion such costs, including energy costs, among the Users of the POTW.

15.6.2 FEES AND CHARGES

15.6.2.1 CLASSIFICATION OF USERS. The Users of the POTW may be divided into various classifications, including but not limited to: single dwelling units, duplexes, multiple dwelling units and nonresidential. Further, classifications may be established by the POTW for each nonresidential User class.

15.6.2.2 SURCHARGES. Users shall be subject to a surcharge for excessive BOD, suspended solids, toxic pollutants, and for service outside the POTW boundaries as provided for in Addendum N.

15.6.2.3 FEES. The POTW may adopt fees which may include, but are not to be limited to, the following:

- (a) Fees for all POTW costs, including maintenance and operation.
- (b) Fees for reimbursement of costs of setting up and operating the POTW's Pretreatment Program.

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- (c) Fees for monitoring, inspections and surveillance procedures, to include but not be limited to laboratory analysis.
- (d) Fees for reviewing accidental discharge procedures and construction.
- (e) Fees for permit applications.
- (f) Fees for filing appeals.
- (g) Fees for consistent removal (by the POTW) of pollutants otherwise subject to Federal Pretreatment Standards.
- (h) Fees for connection.
- (i) Fees for repairs and disconnection.
- (j) Fees for inspections and surveys.
- (k) Fees for development and expansion.
- (l) Other fees as the POTW may deem necessary to carry out the requirements contained herein.

15.6.2.4 **COMBINATION BILLINGS.** Where POTW provides culinary water, the wastewater treatment charges may be combined for billing purposes with charges for water services rendered.

15.6.2.5 **CHARGES FOR DISCONTINUING OR RESTORING SERVICES.** In the event POTW service to any building or premises in the POTW is shut off, a fee to be set by the POTW shall be charged for restoring sewer service.

15.6.2.6 **DAMAGE TO FACILITIES.** When a User's discharge causes an obstruction or damage, or because of the nature of the discharge, toxic pollutants increase the costs for managing the effluent or the sludge of the POTW, the User shall pay for the costs.

15.6.2.7 **REVIEW OF EACH USER'S WASTEWATER SERVICE CHARGE.** The POTW shall, at least annually, review the total cost of operation and maintenance, as well as each User's discharge, and shall revise charges as necessary to assure equity and sufficient funds to adequately operate and maintain the POTW. If a significant Industrial User has completed in-plant modifications which would change that User's discharge, the User can present at a regularly-scheduled meeting of the governing body such factual information, and the POTW shall determine if the User's charge is to be changed.

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- 15.6.2.8 NOTIFICATION. Each User shall be notified, at least annually, in conjunction with a regular bill, of the rate and that portion of the User charges which are attributable to wastewater treatment services.
- 15.6.3 COLLECTION PROCEDURES
- 15.6.3.1 FEES CHARGED TO OWNER. All fees and charges made for sewer services shall be chargeable against and payable by the owner of the premises connected or to be connected with the sewer.
- 15.6.3.2 PERIODIC BILLING STATEMENTS. The POTW shall cause billings for wastewater treatment charges, and/or water, to be rendered periodically at rates established as per the attached Addendum N, FEE SCHEDULE, as amended.
- 15.6.3.3 DELINQUENCY. Fees and charges levied in accordance with this section shall be a debt due to the POTW. If this debt is not paid within 30 days after billing, it shall, at the POTW's option, be deemed delinquent and subject to penalties and may be recovered by civil action, and the POTW shall have the right to terminate sewer and/or water service and enter upon private property for accomplishing such purposes.
- 15.6.3.4 COLLECTION, ACCOUNTING, AND COST. The POTW shall receive and collect the sewer fees and charges levied under the provision of this section. In the event of partial payment, the POTW may apply said payment to any sums due for water and/or sewer fees or charges.
- 15.6.3.5 TAX LIEN AUTHORITY. In addition to any other remedies provided herein, the POTW may impose a tax lien on the property being served for failure to pay the applicable fees and charges, pursuant to the provisions of Utah law.
- 15.6.3.6 RESTORATION OF SERVICE. Sewer service shall not be restored until all charges, including the expense of termination and restoration of service, shall have been paid.
- 15.6.4 METERING OF SEWAGE FLOWS. Metering of sewer lines shall be allowed when the User elects to have the sewage flow metered subject to the following requirements:
- (a) The charges for sewer service shall be based upon the actual sewer meter readings rather than upon the average of said winter readings.
 - (b) The User shall furnish and install at User's expense a meter pursuant to the District's standards and specifications.

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- 15.6.5 SEWER CHARGE ADJUSTMENT. The District may provide for adjustments as needed to ensure equitable sewer charges. Such adjustments may be made where excessive quantities of culinary water pass through the water meter, but are consumed on the premises and do not enter the sewer system. In each such instance, the User shall have the burden of providing evidence of such inequities by showing that the quantity of water not entering the sewer, but passing through the meter exceeds 20 percent (20%) of the total flow in order to merit such consideration by the District.
- 15.6.6 ASSESSMENT FEES. Where connections involve main sewer lines installed at the District's expense without assessment to the property, an additional charge representing the property owner's assessment shall be charged at the time of connection based upon the property owner's frontage.
- 15.7 ENFORCEMENT AND PENALTIES
- 15.7.1 ENFORCEMENT AUTHORITY. The POTW may adopt procedures and rules for the implementation and administration of and shall enforce the provisions contained herein.
- 15.7.2 NOTIFICATION OF VIOLATION. Whenever the POTW finds that any User has violated or is violating its wastewater discharge permit, or any prohibition, limitation or requirement contained herein, the POTW shall serve upon such User a written notice stating the nature of the violation, the fines and penalties that will accrue if the violation is not cured, and a deadline when the violations should be cured. Such written notice may include a cease and desist order and may also notify users that failure to cure the violation in a timely manner could result in discontinuation of both water and sewer service. Also, within the time specified therein a plan for the satisfactory correction thereof shall be submitted to the POTW by the User.
- 15.7.3 METHODS OF NOTIFICATION. Any notification required herein shall be served either personally or by registered or certified mail.
- 15.7.4 EMERGENCY SUSPENSION OF SERVICE
- 15.7.4.1 The POTW may, without notice or hearing, suspend the wastewater treatment service and/or a Wastewater Discharge Permit when such suspension is necessary, in the opinion of the Manager of POTW, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment or damage to the health or welfare of persons, the environment, the POTW, or causes or shall cause the POTW to violate any condition of its NPDES Permit.
- 15.7.4.2 Any persons notified of suspension of the Wastewater treatment service and/or the Wastewater Discharge Permit shall immediately stop or eliminate the

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discharge. In the event of a failure of the User to comply voluntarily with the suspension order, the POTW shall take such steps as deemed necessary,

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including immediate severance of the sewer connection, to prevent or minimize damage to the POTW system or endangerment to any individuals. The POTW shall reinstate the Wastewater Discharge Permit and/or the wastewater treatment service upon proof of the elimination of the noncomplying discharge. User shall pay all POTW costs and expenses for any such suspension and restoration of service. A detailed written statement submitted by the User describing the cause of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the POTW within five (5) days of the date of occurrence.

- 15.7.5 PERMIT REVOCATION. Any User who violates the following conditions hereof, or applicable state and federal regulations, is subject to having his permit revoked:
- 15.7.5.1 Failure of a User to factually report the wastewater constituents and characteristics of its discharge;
 - 15.7.5.2 Failure of the User to report significant changes in its operations, or wastewater constituents and characteristics;
 - 15.7.5.3 Refusal of reasonable access to the User's premises for the purpose of inspection or monitoring;
 - 15.7.5.4 Violation of conditions of the permit; or
 - 15.7.5.5 Failure to pay any fees or charges.
- 15.7.6 CIVIL LIABILITY FOR EXPENSES. Any person violating the provisions herein shall be liable for any expense, loss or damage caused by the POTW by reason of violation, including the increased costs, if any, for managing effluent or sludge, when such increases are the result of the User's discharge of toxic pollutants. The POTW Manager shall add such charge to the discharger's treatment charge.
- 15.7.7 ADMINISTRATIVE REMEDIES.
- 15.7.7.1 SHOW CAUSE HEARING. The POTW may order any User to show cause before the POTW Governing Authority why its enforcement action should not be taken. A notice shall be served on the User specifying the time and place of a hearing to be held by the POTW Governing Authority regarding the violation, the reasons why the action is to be or was taken, the enforcement action, and directing the User to show cause before the POTW Governing Authority why the enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail at least ten days before the hearing.

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- 15.7.7.2 DESIGNATION OF HEARING ENTITY. The POTW Governing Authority may itself conduct the hearing and take the evidence, or may designate any of its members or any officer or employee of the POTW, or contract with others to:
- (a) Issue in the name of POTW notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;
 - (b) Take the evidence;
 - (c) Prepare a report of the evidence and hearing, including transcripts where requested and other evidence, together with recommendations for action thereon.
- 15.7.7.3 TESTIMONY. At any hearing held pursuant thereto, testimony may be recorded.
- 15.7.7.4 CEASE AND DESIST ORDERS. After the POTW Governing Authority has reviewed the evidence, it may issue an order to cease and desist to the User responsible for the discharge directing that, following a specific time period, the sewer service be discontinued unless adequate treatment facilities, devices or other related appurtenances shall have been installed on existing treatment facilities, and devices or other related appurtenances are properly operated. Further orders and directives as are necessary and appropriate may be issued.
- 15.7.7.5 REFERRAL FOR STATE ACTION. The POTW may refer any matter to the State of Utah for violations of POTW pretreatment or toxic effluent standards under the provisions of the Utah Water Pollution Control Act, Title 26, Section 11, U.C.A., 1953, as amended. (See U.C.A. 19-5-101, et seq. for current law.)
- 15.7.8 APPEAL PROCEDURE
- 15.7.8.1 Any permit applicant, permit holder, or other User affected by any decisions, action or determination, including cease and desist orders, made by the POTW in interpreting or implementing the provisions herein, or any permit issued hereunder, may file with the POTW Manager a written request for reconsideration within ten (10) days of such decision, action, or determination, setting forth in detail the facts supporting the request. The POTW Manager shall hold a hearing on the request. The request for reconsideration shall be acted upon by the POTW Manager within ten (10) days from the date of filing or the close of the reconsideration hearing. The decision, action, or determination shall remain in effect during such period of review by the POTW Manager.

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- 15.7.8.2 If the decision of the POTW Manager is unsatisfactory to the person appearing, he may file a written appeal to the POTW Governing Authority within ten (10) days after receipt of the decision. The POTW Governing Authority shall hear the appeal and shall take final action. The determination of the POTW Manager shall remain in effect during such period of review by the POTW Governing Authority. The decisions of the POTW Governing Authority shall be binding on all entities and the User until and unless ruled otherwise by an appropriate court.
- 15.7.9 LEGAL ACTION AUTHORIZED. If any User discharges into the POTW contrary to the provisions hereof, federal or state Pretreatment Requirements or any order of the POTW, the POTW attorney may commence an action for appropriate legal and/or equitable relief.
- 15.7.10 TERMINATION OF SERVICE. The POTW may terminate or cause to be terminated sewage treatment service to any user for a violation of any provision herein.
- 15.7.11 CIVIL FINE PASS THROUGH. In the event that a User discharges such pollutants which cause the POTW to violate any condition of its NPDES Permit and the POTW is fined by EPA or the State for such violation, then such User shall be fully liable for the total amount of the fine assessed against the POTW by EPA or the State.
- 15.7.12 ADDITIONAL PENALTIES. In addition to the penalties provided herein, the POTW may recover reasonable attorney's fees, court costs, court reporters' fees, and other District overhead and expenses of litigation by appropriate legal action against the User found to have violated any provision herein, or the orders, rules, regulations, and permits issued hereunder. The attorney for the POTW, upon request of the POTW Governing Authority, shall petition the District Court to impose, assess, and recover such sums.
- 15.8 PUMP STATIONS
- 15.8.1 SEWAGE PUMP STATION AREAS. Whenever any User makes application for any permits, approvals, subdivision, zoning or any other actions relating to property situated in areas either within or outside of the POTW which, when connected to the POTW's sewer collection or disposal system, shall require the sewage to be pumped into the POTW system, the User thereof shall be required to pay the POTW all of the costs of the installation and maintenance of the required pumping station in the manner and in the amounts hereinafter provided.
- 15.8.2 WITHHOLDING OF APPROVAL. Notwithstanding the provisions of any other ordinance or regulation of the POTW now or hereafter enacted, the officers and personnel of the POTW dealing with the applications above referred to are hereby

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directed and authorized to withhold granting of the requested applications pending payment or entry by the applicant into an agreement whereby payments shall be made to the POTW in reimbursement for the costs of said pumping stations. The officers and employees of the POTW are directed and authorized to refuse to furnish sewer services to the Users until the agreements are fully consummated and there has been reimbursement and payment for all services and fees due and owing thereunder.

15.8.3 PUMPING STATION AREAS

15.8.3.1 The POTW is hereby authorized to cause surveys or engineering studies to be made for the purpose of determining those areas either within or without the POTW which would require the installation and operation of pumping stations. The pumping station areas may include areas outside of the POTW limits which might, by annexation, become a part of the POTW or which might require sewer services from the POTW for the purpose of preserving the health and welfare of residents adjacent to said areas.

15.8.3.2 Based upon said studies, the POTW shall establish the pumping station areas and designate their confines in such manner as to enable land owners or Users to determine whether or not they fall within the areas requiring sewage pumping stations.

15.8.4 CONSTRUCTION OF PUMPING STATIONS

15.8.4.1 The POTW may cause a pumping station to be installed in a designated pumping station area in anticipation of the development of buildings or other uses within the near future, or it may cause said construction to occur upon receipt of applications from land owners or Users who anticipate developments within the designated area or a portion thereof which shall require the construction of a sewage pumping station.

15.8.4.2 The construction of the pumping stations shall be of such size as the POTW may determine shall be necessary to provide pumping to the entire area even though pending applications before it involve only a portion of the pumping station area. All pump stations shall be planned, designed and constructed in accordance with applicable State laws.

15.8.5 COSTS

15.8.5.1 The costs of construction for pumping stations shall include costs of land acquisition, easements, legal services, direct labor and materials, costs of direct supervision and engineering services, plus an amount equal to ten percent (10%) of all of said foregoing costs for administrative services by the POTW.

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- (a) The costs of construction shall be allocated among the land owners and/or Users of the sewage pumping service area in the same proportion that the total of each land owner's area bears to the total area of land situated within the pumping service area.
- (b) The foregoing method of allocation of costs may be varied by action of the POTW when, in its judgment, it finds that unusual topography or other physical circumstances or the contemplated use or uses require a different method of allocating costs. If the pumping station is constructed prior to the filing of an application by a land owner or User, the costs of construction shall be the actual costs expended as above described.
- (c) If the pumping station has been constructed at the time the application is filed, then costs shall be the costs estimated by the POTW Manager or which may be computed based upon contracts let to contractors or subcontractors to perform said construction. The estimated costs shall be used as the basis for establishing the amount of any payments required in advance until such time as construction is completed and actual costs are determined, at which time the costs shall be re-computed and allocated based upon the actual costs.
- (d) Costs of operation and maintenance shall be allocated among the Users of the sewage pumping service area.

15.8.6 METHOD OF PAYMENT. At the time an application is made to the POTW, the POTW shall require the applicant to enter into an agreement with the POTW whereby the applicant shall pay his share of said sewage pumping station construction costs at such time or times fixed by the POTW. The agreement may require the applicant to pay a lump sum in cash or may provide frequency as may be determined shall best fit the needs of the POTW. The agreement shall provide, in the event the applicant fails to make the payments, as provided, the POTW may refuse to provide services until such time as payments have been made.

15.8.7 PROPERTY OF POTW. Regardless of the manner in which construction of the sewer pumping station has been achieved, whether by direct action upon the part of the POTW or by action of any applicant, the pumping station shall be deemed the property of the POTW. All maintenances after acceptance, shall be performed by the POTW or its designee.

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15.9 SUBDIVISIONS

- 15.9.1 **APPROVAL REQUIRED BEFORE RECORDATION.** All persons, contractors, builders, operators, subdividers and developers shall conform with this ordinance and shall apply to the POTW office for written approval of any proposed sewage collection facilities for their mobile home parks, subdivisions, or other developments prior to recordation of their plats with any county recorders, and shall pay all required fees in a timely manner.
- 15.9.2 **MOBILE PARK AND SUBDIVISION CONNECTIONS ALLOWED.** Any mobile home park or subdivision hereafter constructed having sewage system and appurtenant facilities acceptable to the POTW within said mobile home park or subdivision, as the case may be, may, at the User's sole expense upon payment of all required fees and subject to any written extension or reimbursement agreements which may be hereafter executed with the POTW, connect such sewage system and facilities directly with an existing POTW sewer at a location designated to the POTW and under the POTW direction.
- 15.9.3 **MOBILE HOME COMPLIANCE REQUIRED.** All sewage collection systems and appurtenant facilities for mobile home parks and subdivisions shall be designed, constructed, and maintained in strict accordance with all applicable provisions of the rules and regulations adopted or amended and revised by the POTW.

15.10 POTW SEWER CONSTRUCTION

- 15.10.1 **SEWER EXTENSION AGREEMENT.** Any sewer extension shall be governed by an Extension Agreement between the POTW and the developer.
- 15.10.2 **DESIGN AND CONSTRUCTION.** The size, slope alignment, materials of construction of a POTW sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench shall all conform to the requirements set forth in the "Code of Waste Disposal Regulations" adopted by the Utah State Board of Health pursuant to State law, any extension agreement, and other specific requirements as set forth by the POTW.
- 15.10.3 **CONSTRUCTION.** The actual construction of the POTW sewer shall be conducted by a bonded sewer contractor licensed in the State of Utah. Prior to construction, the contractor must be approved by the POTW.
- 15.10.4 **EXCAVATION SAFEGUARDS FOR PUBLIC.** All excavations for POTW sewer installation shall be adequately guarded by the contractor with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public

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property disturbed in the course of the work shall be restored by the contractor in a manner satisfactory to the POTW.

15.10.5 MAINTENANCE EXPENSE. All POTW sewers in dedicated rights of way, shall be maintained by the POTW.

15.10.6 INSPECTION AND APPROVAL. All phases of the POTW sewer construction shall be inspected and approved by the POTW. Failure to obtain the necessary inspections and approvals shall result in the work being redone. All work shall be completed in accordance with the construction, testing, and acceptance standards of POTW.

15.11 DISCHARGING SEPTIC TANK WASTES INTO THE DISTRICT'S SEWER SYSTEM

15.11.1 ACCEPTANCE OF HAULED WASTE. The District may accept certain hauled waste from certain septic facilities within the District's geographic service area or any logical extensions thereof upon compliance with the requirements set forth in this section.

15.11.2 GENERATOR PERMIT. Any person desiring to have waste from a septic or holding tank discharged into the District's sewer system shall first apply for a Generator Permit by completing an application form provided by the District and paying a nominal application fee as set forth in Addendum N. Upon review of the application, the District may approve or reject the application or may require an inspection and sampling of the source and waste to determine whether the waste qualifies for acceptance. The permit, if issued, may contain general and/or site specific restrictions and/or requirements. Generator Permits are valid for one year or until the owner changes or until there is a substantive change in the nature of the waste or the operations or use of the general facilities of the septic or holding tank is a part.

15.11.3 HAULER PERMIT. Any person hauling waste from septic or holding tanks who desires to discharge such hauled waste into the District's sewer system shall first apply for a Generator Permit by completing an application form provided by the District and paying a nominal application fee as set forth in Addendum N. Hauler Permits must be renewed annually and must place on file with the District a \$10,000 annual License and Permit Bond in the District's name. The bond shall be substantially in the form of the District's standard form. The Hauler shall also maintain at least \$1,000,000 in general liability insurance coverage and adequate workers compensation coverage.

15.11.4 INSPECTIONS AND SAMPLING. The District may perform on-site inspections and sampling as well as sampling of hauled waste during the discharging of the waste into the District's sewer system. All costs of testing and sampling of hauled waste shall be born by the waste hauler.

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- 15.11.5 DUMPING FEE. The fees for discharging hauled waste into the District's sewer system are set forth in Addendum N. The dumping fee includes treating the waste and the costs of administering this service.
- 15.11.6 PROHIBITED INDUSTRIAL WASTES. Commercial and industrial waste, GOSI cleanings, hazardous waste, and other wastes prohibited by Section 15.2 shall not be accepted. Other more appropriate means of disposal are available for such wastes.
- 15.11.7 DISCHARGE LOCATIONS. The discharging of approved and permitted hauled wastes may only be conducted at such locations and in such a manner as may be authorized by the General Manager from time to time.
- 15.11.8 DISCHARGE MANIFEST. A discharge manifest provided by the District must be completed by both the permitted waste generator and the permitted waste hauler prior to discharging any hauled waste into the District's sewer system. Both must certify that the hauled waste is in compliance with the permit requirements and applicable District rules, regulations and standards.
- 15.11.9 LIABILITY. In the event that the waste discharged into the District's sewer system causes the District to violate its NPDES Permit or damages the District's sewer system or treatment facilities in any way, the waste generator and the waste hauler shall be jointly and severally liable for all damages, fines, penalties, and other consequences flowing therefrom.
- 15.11.10 ENFORCEMENT. Failure to comply with any of the terms of this section or with other applicable District rules and regulations may result in revocation of the permits issued, termination of discharging privileges, the assessment of damages, and/or imposition of fines and penalties.

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16 BACKFLOW AND CROSS-CONNECTION CONTROLS

16.1 PURPOSE OF REGULATION

- 16.1.1 To protect the drinking water supply of the District from the possibility of contamination or pollution by requiring compliance with this Regulation, state and local plumbing codes, health regulations, OSHA and other applicable industry standards for water system safety within the Customer's internal distribution system or private water system. Compliance with these minimum safety codes shall be considered reasonable vigilance for prevention of contaminants or pollutants which could backflow into the drinking water systems: and,
- 16.1.2 To promote reasonable elimination or control of cross connections in residential, commercial and industrial plumbing systems of the Customer, as required by state and local plumbing codes, health regulations, OSHA and other applicable industry standards to assure water system safety; and,
- 16.1.3 To provide for the administration of a continuing program of backflow prevention which shall systematically and effectively prevent the contamination or pollution of all drinking water systems.

16.2 DEFINITIONS

- 16.2.1 **APPROVED BACKFLOW PREVENTION ASSEMBLY.** A plumbing device designed to prevent the backflow of water accepted by the Utah Department of Health, Division of Drinking Water, as meeting an applicable specification or as suitable for the proposed use, and listed on the District's current approved list of Backflow Prevention Assemblies.
- 16.2.2 **AUXILIARY WATER SUPPLY.** Any water supply on or available to a Customer's premises other than the District's water supply shall be considered an Auxiliary Water Supply. These auxiliary water supplies may include water from another district's potable water supply or any natural source such as a well, spring, river, stream, harbor, etc., or "used waters" or "industrial fluids". These waters may be contaminated or polluted or they may be objectionable and constitute an unacceptable water source over which the District does not have the authority for sanitary control.
- 16.2.3 **BACKFLOW.** The reversal of the normal flow of water caused by either back-pressure or back-siphonage.
- 16.2.4 **BACK-PRESSURE.** The flow of water or other liquids, mixtures, or substances under pressure into the feeding distribution pipes of a potable water supply system from any source other than the intended source.

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- 16.2.5 BACK-SIPHONAGE. The flow of water or other liquids, mixtures, or substances into the distribution pipes of a potable water supply system from any source(s) other than the intended source, caused by the reduction of pressure in the potable water supply system.
- 16.2.6 BACKFLOW PREVENTION ASSEMBLY. A plumbing assembly or means designated to prevent backflow of water or other liquids.
- 16.2.7 CERTIFIED BACKFLOW ASSEMBLY TECHNICIAN. An individual certified through the State of Utah to survey, install, maintain, repair, or audit backflow prevention assemblies.
- 16.2.8 CONTAMINATION. A degradation of the quality of the potable water supply by sewage, industrial fluids or waste liquids, compounds or other materials.
- 16.2.9 CUSTOMER. An individual or entity residing within District boundaries or an individual or entity outside the District connected to the water or sewer system of the District pursuant to contract.
- 16.2.10 CROSS CONNECTION. Any physical connection or arrangement of piping or fixtures which may allow nonpotable water or industrial fluids or other materials of questionable quality to come in contact with potable water inside a distribution system. This would include any temporary connections, such as swing connections, removable sections, four-way plug valves, spools, dummy sections of pipe, swivel or change-over devices, or sliding multipoint tubes, or other plumbing arrangements.
- 16.2.11 CROSS CONNECTION - CONTROLLED. A connection between a potable water system and a nonpotable water system with an Approved Backflow Prevention Assembly properly installed and maintained so that it shall continuously prevent backflow.
- 16.2.12 CROSS CONNECTION - CONTAINMENT. The installation of an Approved Backflow Prevention Assembly at the water service connection to any Customer's premises where it is physically and/or economically infeasible to find and permanently eliminate or control all actual or potential cross connections within the Customer's water system; or, it shall mean the installation of an Approved Backflow Prevention Assembly on the service line leading to and supplying a portion of a Customer's water system where there are actual or potential cross connections which cannot be effectively eliminated or controlled at the point of the cross connection.
- 16.2.13 DISTRICT. Magna Water District and any person designated by the General Manager with the authority and responsibility for the implementation of an effective cross

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connection control program and for the enforcement of the provisions of this Regulation.

- 16.2.14 PLUMBING OFFICIAL. A plumbing inspector or official having responsibility for enforcement of the Utah Plumbing Code for any city, county, or other entity having jurisdiction to enforce the applicable sections of the Utah Plumbing Code, within the boundaries of the District.

16.3 REQUIREMENTS

16.3.1 POLICY

- 16.3.1.1 Customer shall comply with this Regulation as a term and condition of continuing culinary water supply.
- 16.3.1.2 District shall notify all Customers in writing of the need for a periodic system survey to insure compliance with existing applicable minimum health and safety standards and this Regulation.
- 16.3.1.3 It shall be the responsibility of the Customer to purchase, install, test, and maintain any Approved Backflow Prevention Assembly required by District to comply with this Regulation.
- 16.3.1.4 (a) District shall select and designate backflow prevention assembly units for containment control which may be required to be installed by Customer at the service entrance as District shall determine from the results of the system survey.
- (b) District may recommend backflow prevention assembly units for isolation control which may be required to be installed by Customer within the Customer's water system.
- 16.3.1.5 It shall be the responsibility of the Customer to take such steps as may be required to protect Customer's water system by the installation of a backflow prevention assembly to isolate the Customer's water system and Customer shall be responsible, regardless of who installs the backflow prevention assembly, for any property or other damages or expense caused in whole or in part by backflow or by the installation of or the failure of the backflow prevention assembly. It shall be the responsibility of Customer to maintain his plumbing and water distribution systems in accordance with all applicable state and local statutes, codes, regulations, and this Regulation.
- 16.3.1.6 No Customer shall maintain or install any water service connection to any premises unless the District water supply is protected as required by state laws,

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codes, and regulations, and this Regulation. Service of water to Customer found to be in violation of this provision shall be discontinued by District after written notification of violation as provided by this Regulation if:

- (a) An Approved Backflow Prevention Assembly required by this Regulation for control of backflow and cross connections is not installed, tested, and maintained; or
- (b) If it is found that an Approved Backflow Prevention Assembly has been removed, disabled, or by-passed; or
- (c) If an unprotected cross connection exists on the premises; or
- (d) If the periodic system survey has not been conducted.

Service shall not be restored until full compliance with this Regulation has occurred and all violations are corrected.

- 16.3.1.7 The Customer's system shall be open for inspection at all reasonable times to authorized representatives of the District to determine whether cross connections or other structural or sanitary hazards, including violation of this Regulation, exist and to audit the results of the required survey.
- 16.3.1.8 Whenever the District deems a service connection's water usage constitutes a sufficient hazard to the water supply, an Approved Backflow Prevention Assembly shall be installed on the service line of the identified Customer's water system, at or near the property line, or immediately inside the building being served; but, in all cases, before the first branch line leading off the service line.
- 16.3.1.9 The type of Approved Backflow Protective Assembly required shall depend upon the degree of hazard which exists at the point of cross connection (whether direct or indirect) applicable to local and state requirements or resulting from the required survey.
- 16.3.1.10 (a) All presently installed backflow prevention assemblies which do not meet the requirements of this Regulation but were approved assemblies for the purposes described herein at the time of installation and which have been properly maintained, shall, except for the inspection and maintenance requirements under Section 16.3.1, be excluded from the requirements of these rules so long as the District is assured that they shall satisfactorily protect the water system. Whenever an existing backflow prevention assembly is moved from its present location, or requires more than minimum maintenance, or when the District finds that the operation or

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maintenance of such backflow prevention assembly constitutes a hazard to health, the unit shall be replaced by an Approved Backflow Prevention Assembly meeting the local and state requirements.

- (b) The installation of any backflow prevention assembly as the primary protection device of the culinary water system which has not been approved by the District, shall, regardless of the degree of hazard, be removed from service and replaced with an approved Backflow Prevention Assembly as listed on the current approved list of Backflow Prevention Assemblies.

- 16.3.1.11 Annual certified surveys/inspections and operational tests shall be made at any premises where backflow prevention assemblies are installed at the Customer's expense. In those cases where the District deems the hazard to drinking water to be great, it may require certified surveys/inspections and operational tests more frequently. All such tests shall be made according to the standards set forth by the State Department of Environmental Quality, Division of Drinking Water.
- 16.3.1.12 All backflow prevention assemblies shall be tested within ten (10) working days of initial installation or use.
- 16.3.1.13 No backflow prevention assembly shall be installed so as to create a safety hazard. Examples of installation that create a safety hazard are: Installations of backflow prevention assemblies over an electrical panel, steam pipes, boilers, pits, or above ceiling level.
- 16.3.1.14 Privately owned drinking water wells (such as those serving a single family residence) shall not be presumed to be nonpotable water systems. However, since such wells have not been evaluated, tested, and approved as public drinking water sources, should District permit a connection between such a drinking water well and a public drinking water source, such public drinking water source must be protected by the installation of an Approved Reduced Pressure Zone Assembly.

16.3.2 PLUMBING OFFICIAL'S RESPONSIBILITY

- 16.3.2.1 It shall be the Plumbing Official's responsibility to ensure compliance with the applicable provisions of the plumbing codes at the point of service (downstream or Customer side of the meter) and continuing throughout the developed length of the Customer's water system.
- 16.3.2.2 The Plumbing Official shall review all plans to ensure that unprotected cross connections are not an integral part of the Customer's water system. If a cross connection cannot be eliminated, it must be protected by the installation of an air

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gap or an Approved Backflow Prevention Assembly, in accordance with the Utah Plumbing Code.

- 16.3.2.3 Water vacating the drinking water supply must do so via approved air gap or approved mechanical backflow prevention assembly, properly installed and in accordance with the Utah Plumbing Code.
- 16.3.3 CERTIFIED BACKFLOW ASSEMBLY TECHNICIANS SURVEYORS OR REPAIR PERSONS RESPONSIBILITIES
- 16.3.3.1 Whether employed by the Customer or District to survey, test, repair, or maintain Approved Backflow Prevention Assemblies, the Certified Backflow Assembly Technicians, Surveyors or Repair Persons shall have the following responsibilities:
- (a) To insure acceptable testing equipment and procedures are used for testing, repairing, or overhauling Approved Backflow Prevention Assemblies.
 - (b) To make reports of such testing and/or repair to the Customer, District, and the Division of Drinking Water on forms approved for such use by the Division of Drinking Water, and within the time frame prescribed by the Division of Drinking Water. Any such report shall include the list of materials or replacement parts used.
 - (c) To insure replacement parts are equal in quality to parts originally supplied by the manufacturer of the assembly being repaired.
 - (d) To maintain the original design, material or operational characteristics of the assembly during testing, repair or maintenance.
 - (e) To insure his license is current and the testing equipment being used is acceptable to the State, and is in proper operating condition.
 - (f) To be equipped with, and be competent to use, all necessary tools, gauges, and other equipment necessary to properly test and maintain Approved Backflow Prevention Assemblies.
- 16.3.3.2 A Certified Technician shall perform all tests of the backflow prevention assemblies and be responsible for the competence and accuracy of all tests and reports.
- 16.3.3.3 The Certified Technician conducting the test must tag each double check valve, pressure vacuum breaker, reduced pressure backflow assembly and high hazard

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air gap, showing the serial number, date tested, and by whom. The Certified Technician's license number must appear on this tag.

- 16.3.3.4 In the case of a Customer requiring a commercially available technician, any Certified Technician is authorized to make the test and report the results of that test to the Customer, District, and the Division of Drinking Water. If such a commercially tested assembly is in need of repair, a licensed plumber shall make the actual repair.

16.4 **ENFORCEMENT**

- 16.5 If violations of this Regulation exist or if there has not been any corrective action taken by the Customer within ten (10) days of the written notification of deficiencies noted within the survey, then the District shall deny or immediately discontinue service to the premises by providing a physical break in the service line until the Customer has corrected the condition in conformance with the State and local statutes relating to plumbing, safe drinking water supplies and the regulations adopted pursuant thereto.

17 **APPEALS**

A person or entity, or “appellant,” that disputes a notice of violation, fee, or other decision (e.g., discontinuation of service) made by the District in implementing these Administrative Rules and Regulations may file a written appeal with the Board within thirty days of the imposition of the fee, notice of violation, or decision. The written appeal shall include sufficient information to explain why the notice of violation, fee, or other decision is arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with the law. The Board shall hold a hearing on the appeal as soon as reasonably practical at one of its regularly scheduled meetings or at a special meeting depending on the appellant’s availability. After conducting the hearing, the Board shall issue a written decision to memorialize its ruling. Although the Board may make a tentative verbal ruling at the hearing, only a written decision approved by the Board shall qualify as the Board’s final decision on the appeal.

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ADDENDUM A – CREDIT CARD FORMS

**MAGNA WATER DISTRICT
CREDIT CARD HOLDER ACCEPTANCE AGREEMENT**

The following Credit Card Acceptance Agreement must be signed by all authorized employees of the Magna Water District (the “**District**”) with access to a credit card.

I understand that the District has authorized my use of a District credit card for authorized District expenditures on its behalf. In accepting and/or using the card, I agree to be bound by the terms and conditions which follow.

- I will use the card issued to me for the payment of authorized expenses consistent with my organizational responsibilities and to satisfy the needs of my department and the District.
- I will not use the card to obtain cash advances.
- I understand that **I am the only authorized card user** and accept the responsibility and accountability for the protection and proper use of the card.
- I will not use the card for personal use or for any other non-District purposes.
- I understand that all purchases shall be made in accordance with applicable purchasing and credit card policy and procedures approved by the District Board of Trustees.
- I understand that I will be responsible for the timely reconciliation of all credit card transactions charged to my assigned card.
- I understand that I am responsible to provide appropriate documentation/receipts for credit card transactions charged to my assigned card.
- I will surrender my assigned card to the District Controller in the event of my separation from employment with the District.
- I understand that any charges against my assigned card that are not properly identified or not allowed by the District shall be paid by me by check, United States currency or salary deduction. I further understand that any employee who has been issued a card shall not use the card if any disallowed charges are outstanding and shall surrender the card upon demand of the Controller or the Board of Trustees.
- I will immediately report any stolen or lost card to the Controller.

I understand that any variance and/or violation of the above conditions will result in cancellation of my assigned credit card. Misuse of the card could result in disciplinary action and/or personal liability for unapproved charges. All Entity credit cards are subject to examination by external and internal auditors.

I HAVE READ AND I UNDERSTAND THE ABOVE CONDITIONS.

Name: _____ Department: _____

Signature: _____ Credit Card #: _____

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**MAGNA WATER DISTRICT
CREDIT CARD MISSING RECEIPT FORM**

This form is to be used as documentation only if the actual receipt, invoice, parking list, or internal order screen print (collectively, the “**Receipt**”) is unavailable for a transaction made on District credit card. It will be allowed only in rare circumstances. **It must be filled out completely and signed by a member of the Board of Trustees.**

1. *Cardholder Information:

a. Name:

b. Department:

c. Credit Card Number/Account:

d. Phone Number and Email

Address: _____

e. Explanation as to why the Receipt or other appropriate substitute is missing:

2. *Supplier Information:

a. Supplier

Name: _____

b. Address:

c. Phone Number and Email Address:

3. *Purchase Information:

Item Description	Quantity	Unit Price	Amount Paid

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		Total	

*Cardholder Signature: _____

Date:

*Trustee Signature: _____

Date:

* = *Required Information*

NOTE: Repeated loss of receipts may be grounds for discontinuing a Cardholder's use of the Credit Card or other disciplinary action may be taken.

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ADDENDUM B – ANNUAL CONFLICT OF INTEREST DISCLOSURE FORM

Annual Conflict of Interest Disclosure Form

The following disclosures are required to be made annually by all officers of Magna Water District pursuant to Utah Code Annotated 17-16a-6, 7, and 8. If additional space is needed, please use a separate sheet of paper. Per statute, the information provided shall be kept on file with the Magna Water District and may be subject to disclosure to the public.

I, _____ am the duly elected/appointed Trustee of Magna Water District. I am an officer, director, agent, employee, or owner of a substantial interest in the following business entities which are subject to the regulation of the District, and within such business entities, I hold the following positions:

Business Entity Name: _____ Position within Business Entity: _____

Ownership of a substantial interest is defined in U.C.A. 17-16a-3(8) as an interest of 10% or more of the shares of a corporation, or a 10% or more ownership interest in other entities, legally or equitably held or owned by the officer, the officer's spouse, or the officer's children.

*Note: There is no case law or statutory guidance as to what constitutes a business entity "subject to regulation of the County." A business which is simply issued a business license by the County may or may not be deemed by a court, administrative agency, an auditor, or member of the public to be an entity regulated by the County. Businesses regulated by interlocal agencies of which the County is a member may or may not be deemed to be a business regulated by the County (i.e., a restaurant subject to regulations imposed by an interlocal agency).

A business entity which requires a conditional use permit to operate may more likely be deemed to be a business entity regulated by the District than a business that simply receives a business license from the County.

- 1) I am an officer, director, agent, employee, or owner of a substantial interest in the following business entities which do business with or anticipate doing business with the District:

Business Entity Name: _____ Position within Business Entity: _____

Please note that pursuant to U.C.A. §17-16a-7, an officer must disclose his or her interest or involvement in such an entity immediately prior to any discussion in an open and public meeting pertaining to business that the District may do with any such entity, regardless of whether a disclosure of interest or involvement in the business was made in this document.

- 2) The following personal interests or investments of mine create a potential or actual conflict between my personal interest and my public duties:

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*** OPTIONAL DISCLOSURES ***

- 3) The following disclosures of other business interests, investments, and other matters are not required to be made by law, but are made with the intent to more fully disclose other interests that may be deemed relevant to the administration of public duties, or in furtherance of my intent to provide a more complete disclosure of my economic or personal activities, or for other reasons:

DATED THIS _____ DAY OF _____ [year]

By: _____

Title/Office: _____

SWORN TO AND SUBSCRIBED BY ME

THIS _____ DAY OF _____ [year]

NOTARY PUBLIC

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ADDENDUM C – MISCELLANEOUS FORMS

- **Employee Acknowledgement Form**
- **Safety Policy**

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ADDENDUM D – SPECIAL NEPOTISM POLICY

Special Policy for Complying with Employee Rights and Nepotism Laws and Regulations

Where an Employee is Promoted to the Position of General Manager

Thereby Being Placed in a Position of Authority over a Relative

Pursuant to AR&R 8.1.2 and upon advice of the District's legal counsel, this policy has been established to balance the nepotism requirements of state law, and AR&R 8.2.3 which follows that state law, with the requirements of state and federal laws concerning employee rights. Court rulings addressing the situation where two relatives are lawfully hired by a governmental entity and one is subsequently promoted into a position of authority over a relative do not prohibit such a promotion nor require the termination of the relative. However, they do prohibit the promoted person from being involved with decisions directly relating to the subordinate relative's salary, wages, benefits, or duties, or in any disciplinary matters.

For instance, if an employee were promoted to the position of the General Manager, while their sibling held an executive position, the employee would not have direct supervisory authority over their sibling. Accordingly, the employee, as General Manager, should refrain from participating in any decisions relating solely to their sibling while their sibling holds that position or in any disciplinary matters involving their sibling. This policy is intended to provide guidelines and procedures for complying with the above mentioned federal, state, and local requirements.

With respect to any issues which pertain to the salary, wages, and/or benefits of the sibling but to no other executive team member, which, according to AR&R 8.2.5.1.a, includes the General Manager, the Controller, the Engineer, the Water Operations Manager, and the Wastewater Operations Manager, the General Manager shall not participate in, or influence, any such decisions while their sibling holds an executive position or any other position that is subject to their direct supervision. However, when such issues pertain to all members of the District's executive team uniformly as a whole, the General Manager may make recommendations to the Board in accordance with AR&R 3.6.1.s and 3.6.1.u concerning such salary, wages, and/or benefits, the same as he is able to make such recommendations on their own behalf.

With respect to any issues pertaining to the nature and scope of the duties of the sibling's position, the General Manager shall not participate in, or influence, any such decisions while the sibling is subject to the General Manager's direct supervision. However, the General Manager may provide direction and guidance on how the duties of the position held by the sibling, once

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established, are to be implemented. For example, the General Manager may give directions on issues and strategies for the operations of the wastewater treatment facilities if the sibling is the Wastewater Operations Manager, establish terms that should be included in procurement contracts, set guidelines regarding discharge permit approvals, etc. Furthermore, with respect to issues concerning the nature and scope of duties which are uniformly applied to all members of the District's executive team at the same level in the District's organizational chart as the Wastewater Operations Manager, or on an even broader basis, the General Manager may make recommendations to the Board in accordance with AR&R 3.6.1.r and 3.6.1.t.

With respect to any disciplinary issues or investigations involving the sibling, the Board shall take on such matters in closed session and shall fulfill the duties of the General Manager set forth in the AR&Rs with respect to such matters.

Whenever the General Manager is prohibited by law, the AR&RS, and/or this policy from taking any action because of their relationship to their sibling, the Board of Trustees shall either take on such duties as a board or delegate such specific duties to the two other members of the District's management team on a case-by-case basis.

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ADDENDUM E – EXECUTIVE BENEFITS

The below is a summary of benefits provided. Please refer to the actual policies and plan descriptions for a more comprehensive description of each benefit. In the event of a conflict between this document and a policies' language, the policies and plan documents will prevail.

ACTIVE EXECUTIVE EMPLOYEES: It is the intent of the Board of Trustees to provide to all Active Executive Employees all benefits listed below:

Health & Rx Insurance
Dental Insurance
Life Insurance
ST/LT Disability
Long-Term Care
HRA
Vacation
Sick Leave
Holiday's
Executive daily absent time allotment 4 hours
401(k)
Defined Contribution Pension

All benefits listed above shall be provided by the District for the Executive Employees and their eligible dependents consistent with the current regulations and policies available by the insurance providers and within Utah State and/or Federal guidelines as changes occur within the health insurance industry.

Health & Prescription Insurance

Group Health Insurance Plan, currently provided by Regence Blue Cross Blue Shield. Deductibles, health care coverage, and premium rates are subject to and set by the provider. The District will pay 99.5% of the premium and the employee will pay the remaining .5% of the premium.

Dental Insurance

Group Dental and Vision Plan, currently provided by Dental Select Ameritas Group Insurance Corp. Deductibles, dental care coverage, and premium rates are subject to and set by the provider. The District will pay 99.5% of the premium and the employee will pay the remaining .5% of the premium.

Life Insurance

It is the "understanding" that the District will make reasonable efforts to provide each executive employee \$200,000 of life insurance (paying up to the Table 4 rate). This life insurance benefit can be provided through an individual policy paid for by the District or obtaining different plans

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to equal the \$200,000 of life insurance benefit. The District will pay 99.5% of the premium and the employee will pay the remaining .5% of the premium.

Upon resignation or termination, the employee has the option to self-pay any future premiums, otherwise the benefit will be terminated.

Upon retirement, the District shall keep the retiree's current life insurance policy (ies) in force up to age 75. At the age of 75, the retired employee has the option to self-pay any future premiums.

ST/LT Disability

The District shall provide group ST/LT Disability benefits, currently provided by Lincoln National Life Insurance Company. The District will pay 99.5% of the premium and the employee will pay the remaining .5% of the premium. Upon resignation or termination, and retirement the benefit will be terminated.

Short-term Disability Income Benefit

Benefit Percentage: 60% of your current monthly salary.

Maximum weekly benefit: \$1,500

Elimination period: 15 days

Maximum benefit period: 11 weeks

Please refer to the plan documents for additional provisions.

Long-Term Disability Benefits

Benefit Percentage: 60% of your current monthly salary.

Maximum monthly benefit: \$5,000

Elimination period: 90 days

Maximum benefit period: 60 months. Reducing benefit period if disability begins after age 60

Please refer to the plan documents for additional provisions.

Long-Term Care

It is the "understanding" that the District will make reasonable efforts to provide each executive employee \$100,000 (2-year benefit of 4,167 per month) of long-term care insurance. This long-term care insurance benefit can be provided through individual policy paid for by the District. The District will pay 99.5% of the premium and the employee will pay the remaining .5% of the premium.

Upon resignation or termination, the employee has the option to self-pay any future premiums, otherwise the benefit will be terminated.

Upon retirement, the District shall continue to pay the premiums up to age 75. At the age of 75, the retired employee has the option to self-pay any future premiums.

HRA – Health Reimbursement Arrangement Benefit

Currently administered by National Benefits Services. Each year, Magna Water District will pay

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into a Health Reimbursement Account on behalf of each eligible Executive Employee, the amount of \$7,000. To be an eligible executive employee, the executive employee must be enrolled in the group health insurance benefits.

The Executive Employee's hire date will be his/her effective date. If the hire date is not January 1, the amount to be paid on behalf of the employee will be prorated by calculating a daily amount of the \$7,000 times the number of days the employee will be active for that year. The calculated prorated amount will be paid into the Health Reimbursement Account for the employee to use for the remainder of the year.

Spending and reimbursements from the HRA account is administered by National Benefits Services and subject to the Health Reimbursement Arrangement Magna Water District Summary Plan Description. The plan allows you to be reimbursed for certain out-of-pocket medical, dental and vision expenses which are incurred by you and your dependents. These would include drugs obtained through a prescription. The expenses, which qualify, are those permitted by Section 213 of the Internal Revenue Code.

While an active executive employee, the HRA contributions will be used at the "first-in first-out" method. If at any time there is a remaining balance of one year, five years after the amount was contributed, the employee forfeits the balance remaining that is older than five years.

If the employee resigns or is terminated, the employee forfeits any remaining balance in their HRA account, and the funds will be returned to the District.

Upon retirement of the employee, there will be no additional contributions by the District. The retiree will have up to 5 years to spend the balance of their HRA under the same provisions of "first in first out" as noted above. If after five years of their retirement date, there is a remaining balance, the remaining amount will be returned to the District.

Vacation

The executive employee's vacation benefit shall be as outlined in Section 8.

Sick Leave

The executive employee's sick leave benefit shall be as outlined in Section 8.

Holiday's

The executive employee's Holiday schedule shall be as outlined in Section 8.

Executive daily absent time allotment

Any Executive Employee that is absent from work for more than four (4) hours ("Extended Absence") during his or her regular daily work schedule shall charge such

Extended Absence to vacation or sick leave to the extent it has been accrued. If there

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is no accrued vacation to cover the Extended Absence, the District shall not deduct any portion of the Executive Employee's salary to account for the Extended Absence. This time shall be recorded on the time sheet as "Executive Time Off".

401(k) 3% match from Employer

The District will contribute a maximum of 3% of the executive's gross pay annually. The executive employee has the option of contributing any amount not to exceed IRS limits.

Defined Benefit Pension – 5 year vested period

The District will contribute to a defined benefit plan, currently administered by APA Benefits, Inc. The executive employee is fully vested in the plan after five years of employment on the executive team. The executive employee accrues \$284.42/month of benefit each year after working 750 hours per year. The executive employee must reach the age of 55 to begin receiving payments, if the employee retires earlier than normal retirement age and starts taking the pension payments, there is a reduction in the monthly benefit to accommodate the earlier payments.

Review and Modifications

It is the intention of the Board to review these benefits and consider any changes to these benefits at least annually.

AR&R Section 8

Any other benefits or leave shall be governed by Section 8.

RETIRED EXECUTIVE EMPLOYEES

Health & Rx Insurance

The District shall provide the retirement health coverage for the retired and their spouse as follows:

The health insurance state continuation policy is guaranteed by the insurance company for four (4) to six (6) months. Upon conclusion of this time, the best available conversion/supplement policy provided by Regence Blue Cross/Blue Shield (or similar) shall be purchased for the Retired executive employee and their eligible dependents. At the time of Medicare eligibility, a guaranteed issued Medicare Supplement Plan shall be paid for by the District.

The District Board of Trustees shall pay 100% of the premium until Medicare eligible, and the Medicare Supplement Plan J (or best available or chosen by the retiree at the time of retirement) at 100% for retired employees and their spouses until death. The intent of the Board is to choose

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the best Medicare Supplement on a guaranteed basis for employees and their spouses at the time of Medicare eligibility.

Dental Insurance

The retiree and spouse will remain on the group plan, but status will be changed to retiree. The District Board of Trustees shall pay 100% of the premium for retired employees and their spouses until death.

Life Insurance and Long-Term Care

Upon retirement, the District shall continue the current policies in force. At the age of 75, the retired employee has the option to self-pay any future premiums.

ST/LT Disability

Policy is terminated at time of retirement.

HRA – Health Reimbursement Arrangement Benefit

Upon retirement of the employee, there will be no additional contributions by the District. The employee has 5 years to spend the remainder of the HRA funds. If after five years of their retirement date, there is a remaining balance, the remaining amount will be returned to the District.

ADDENDUM F – TRAVEL POLICY

1. General Policy - All travel expenses incurred while conducting District business outside a 50-mile radius of the administrative office shall be paid by the District.
2. Pre-Approval - Approval from the General Manager is required prior to incurring travel-related expenses.
3. Documentation - After travel expenses have been incurred, the employee must submit a Travel Reimbursement Form (see attached form) which details the reason for the trip and the specific travel expenses. Travel Reimbursement Forms must be signed by the employee and approved by the General Manager.
4. Travel-Related Expenses include:
 - a. Costs to travel to and from the business destination.
 - b. Transportation costs while at the business destination.
 - c. Lodging, meals, and incidental expenses.
5. Transportation
 - a. District Vehicles – District vehicles may be used for travel associated with official business.
 - b. Personal Vehicle Use - An employee who uses his or her personal vehicle for District business will be reimbursed for mileage in accordance with the year of travel IRS business mileage rate.
 - c. Alternative Travel Arrangements - Employees may structure alternative travel and lodging to reduce costs or to accommodate personal preferences if the alternatives provide a documented cost savings to District or the employee pays the increased costs. If an employee chooses to drive rather than fly for out-of-state travel, District will reimburse the employee based on the least expensive method of travel, rather than actual mileage.
 - d. Rental Cars - Employees may obtain a rental car with prior approval or in cases of documented need. Groups of employees at the same location shall share rental vehicles where practical. When a rental car is used, rental agency liability and collision/loss damage coverage is required, at District expense.
6. Travel Related Meals
 - a. Meal Per Diems - Employees shall be paid for meals (including tax, tips, and other meal related expenses) at the current US General Services Administration (GSA) meal per diem rate, including all rules contained therein. Per diem may be paid to employees prior to leaving for the travel destination.

- b. Direct charge on District credit/purchase card – Employees who have been issued a District credit/, may use it to pay for approved travel related meals. Employees must retain all receipts related to such purchases. In the event that the daily total expense for meals is greater than the allowable per diem amount, the difference will be repaid by the traveling employee or reported as taxable wages on the employees W-2.
 - c. Direct charge on employee personal credit card – Employees may use personal credit cards to pay for approved travel related meals. Employees must retain all receipts related to such purchases and submit them with the Travel Reimbursement Form. In the event that the daily total expense for meals is greater than the allowable per diem amount, the employee will only be reimbursed up to the allowable per diem amount.
7. Incidental Expenses - Incidental expenses are not considered part of a meal per diem reimbursement and, therefore, substantiation is required. Incidental expenses include ground transportation, parking, and related tips; fax, telephone, internet, or copy charges; and other business related expenses. Other tips are not reimbursable.
 8. Lodging - Travel that requires an overnight stay must pre-approved by the General Manager. District will pay for lodging up to the per diem rates set forth by the US General Services Administration (GSA) for each application location per night with applicable taxes.
 9. Personal Expenses - Personal expenses, including entertainment or alcohol, are the responsibility of the employee and will not be reimbursed by District.
 10. Employee expenses paid by other entities – District employees that provide services to other entities either formally or informally may represent the interest of those entities as well as District while traveling on official District business. Where possible, the shared benefit of the employee activities while traveling should be determined and costs of that travel proportionally split between the benefiting entities.

If an employee receives a per diem allowance prior to traveling and is not able to travel, the employee will return those funds to District. If upon review of travel expenses inappropriate or fraudulent expenses have been incurred the employee may be subject to disciplinary action including; recovery of funds, inability to travel, suspension or termination.

ADDENDUM G – SOCIAL MEDIA AND INTERNET USAGE

The following are guidelines for District Trustees, officers, and employees who participate in social media. Social media includes personal blogs and other websites, including Facebook, LinkedIn, Twitter, YouTube or others. These guidelines apply whether you are posting to your own sites or commenting on other sites:

1. Follow all applicable District policies. For example, you must not share confidential or proprietary information about the District and you must maintain the privacy of District customers and personnel. Among the policies most pertinent to this discussion are those concerning confidentiality, government affairs, mutual respect, political activity, computer, e-mail & Internet use, and the release of confidential information.
2. Write in the first person. When your connection to the District is apparent, make it clear that you are speaking for yourself and not on behalf of the District and include this disclaimer: "The views expressed on this [blog; website] are my own and do not reflect the views of Magna Water District." Consider adding this language in an "About me" section of your blog or social media profile.
3. If you identify your affiliation with the District, your social media activities should be consistent with the District's high standards of professional conduct contained in this Chapter.
4. If you communicate in the Internet about the District or District-related matters, you must disclose your connection to, and role with, the District.
5. Be professional, use good judgment and be accurate and honest in your communications. Errors, omissions or unprofessional language or behavior reflect poorly on the District and may result in liability for you and/or the District. Be respectful and professional to the District's Trustees, officers, employees, business partners, contractors, and the general public.
6. Ensure that your social media activity does not interfere with your work obligations and commitments.
7. The District discourages persons in management/supervisory roles from initiating "friend" requests with employees they manage. Trustees, officers, and others in management/supervisory roles may accept "friend" requests if initiated by the employee and if the manager/supervisor does not believe it will negatively impact the work relationship.
8. The District does not endorse people, products, services and organizations. Official District social media accounts should not be used to provide such endorsements. For personal social media accounts where your connection to the District is apparent, you should be careful to avoid implying that any comments or endorsements that you are making are on behalf of the District, rather than a personal endorsement. As an

example, LinkedIn users may endorse individuals or companies, but may not use the District's name in connection with the endorsement, state or imply that the endorsement is on behalf of the District, or state specifically that the endorsement is based on work done at the District.

9. Unless approved by the General Manager, your social media name, handle and URL may not include the District's name or logo. Other questions or concerns about what is appropriate to include in your social media profile(s) should also be addressed to the General Manager.

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ADDENDUM H – ETHICAL BEHAVIOR POLICY

Prohibited Conduct

No current employee or officer, as specified, shall:

Engage in any transaction or activity, which is, or would to a reasonable person appear to be, in conflict with or incompatible with the proper discharge of official duties, or which impairs, or would to a reasonable person appear to impair, the employee's independence of judgment or action in the performance of official duties and fail to disqualify him or herself from official action in those instances where conflict occurs;

Have a financial or other private interest, direct or indirect, personally or through a member of his or her immediate family, in any matter upon which the employee is required to act in the discharge of his or her official duties, and fail to disqualify him or herself from acting or participating;

Fail to disqualify him or herself from acting on any transaction which involves the District and any person who is, or at any time within the preceding twelve (12) month period has been a private client of his or hers, or of his or her firm or partnership;

Have financial or other private interest, direct or indirect, personally or through a member of his or her immediate family, in any contract or transaction to which the District may be a party, and fails to disclose such interest to the appropriate authority prior to the formation of the contract or the time the District enters into the transaction; provided, that this paragraph shall not apply to any contract awarded through the public bid process in accordance with applicable law.

Use his or her official position for a purpose that is, or would, to a reasonable person, appear to be primarily for the private benefit of the employee, rather than primarily for the benefit of the District; or to achieve a private gain or an exemption from duty or responsibility for the employee or any other person;

Use or permit the use of any person, funds, or property under his or her official control, direction, or custody, or of any District funds or property, for a purpose which is, or to a reasonable person would appear to be, for something other than a legitimate purpose.

Except in the course of official duties, assist any person in any transaction where the employee's assistance is, or to a reasonable person would appear to be, enhanced by that employee's position with the District; provided that this subsection shall not apply to any employee appearing on his or her own behalf or representing himself or herself as to any matter in which he or she has a proprietary interest, if not otherwise prohibited by ordinance;

Regardless of prior disclosure thereof, have a financial interest, direct or indirect, personally or through a member of his or her immediate family, in a business entity doing or seeking to do business with the District, and influence or attempt to influence the selection of, or the conduct of business with that business or entity.

Accept Gifts or Loans.

Ask for or receive, directly or indirectly, any compensation, gift, gratuity, or thing of value, or promise thereof, for performing or for omitting or deferring the performance of any official duty; except that the following shall be allowed:

1. Unsolicited flowers, plants, and floral arrangements;
2. Unsolicited advertising or promotional items of nominal value, such as pens and notepads;
3. Unsolicited token or awards of appreciation in the form of a plaque, trophy, desk item, wall memento, or similar item;
4. Unsolicited food items given to a department when the contents are shared among employees and the public;
5. Unsolicited items received for the purpose of evaluation or review provided the officer or employee has no personal beneficial interest in the eventual use or acquisition of the item by the District;
6. Information material, publications, or subscriptions related to the recipient's performance of official duties;
7. Food and beverages consumed at hosted receptions where attendance is related to official duties;
8. Meals, beverages, and lodging associated with retreats or other meetings where the official serves as a representative, designee or is otherwise assigned to another organization or entity from the District;
9. Travel costs, lodging, and tuition costs associated with [entity] sanctioned training or education when not provided by a private entity under contract with the District;
10. Admission to, and the cost of food and beverages consumed at, events sponsored by or in conjunction with a civic, charitable, governmental, or community organization and other officials or employees of similar agencies are in attendance;
11. Unsolicited gifts from dignitaries from another entity or other jurisdiction that are intended to be personal in nature;
12. Campaign contributions; and
13. Unsolicited gifts with an aggregate economic value of \$50.00 or less from a single source in a calendar year received either directly or indirectly by the official or employee.

Disclose Privileged Information.

Disclose or use any privileged or proprietary information gained by reason of his or her official position for the immediate or anticipated personal gain or benefit of the employee or any other person or entity; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request.

Regardless of prior disclosure an employee or officer may not participate in or benefit from (personally or through his or her family) a contract or agreement where that employee or officer acted as an agent of the District. This includes receiving compensation, gratuity, or other benefit from an interested party of an agreement or contract with the District.

Nepotism.

Violate *Utah Code* § 52-3, which prohibits employment of relatives, with few exceptions.

Misuse of Public Resources or Property.

Violate *Utah Code* § 76-8-4, which delineates the unlawful use of public funds and destruction of property, including records.

Outside Employment.

Retain secondary employment outside of Magna Water District's employment, which, as determined by the Board of Trustees, and according to Utah Administrative Code R477-9-2:

1. Interferes with an employee's performance.
2. Conflicts with the interests of the District.
3. Gives reason for criticism or suspicion of conflicting interests or duties.

Political Activity.

Except as otherwise provided by law:

The partisan political activity, political opinion, or political affiliation of an applicant for a position with the District may not provide a basis for denying employment to the applicant.

A District officer's or employee's partisan political activity, political opinion, or political affiliation may not provide the basis for the officer or employee's employment, promotion, disciplinary action, demotion, or dismissal.

A District employee may not engage in political campaigning or solicit political contributions during hours of employment.

A District officer or employee may not use District equipment while engaged in campaigning or other political activity.

A District officer or employee may not directly or indirectly coerce, command, or advise another District officer or employee to pay, lend, or contribute part of the officer's or employee's salary or compensation, or anything else of value to a political party, committee, organization, agency, or person for political purposes.

A District officer or employee may not attempt to make another officer or employee's employment status dependent on the officers or employee's support, or lack of support of a political party, affiliation, opinion, committee, organization, agency, or person engaged in political activity.

A District employee who has filed a declaration of candidacy may:

1. Be given a leave of absence for the period between the primary election and the general election; and
2. Use any vacation or other leave available to engage in campaign activities.

Neither the filing of a declaration of candidacy nor a leave of absence under this section may be used as the basis for an adverse employment action, including discipline and

termination, against the employee.

Nothing in this chapter shall be construed to:

1. prohibit a District officer or employee's voluntary contribution to a party or candidate of the officer or employee's choice; or
2. Permit a District officer or employee partisan political activity that is prohibited under federal law.

No District officer or employee shall solicit or participate in soliciting any assessment, subscription, or contribution to any political party during working hours on the premises of any District property.

No District officer or employee shall promise any appointment to any position with the District as a reward for any political activity.

A District officer or employee who is elected to an office with the District shall terminate District employment prior to being sworn into the elected office.

Fair and Equal Treatment.

No person shall be appointed to, removed from, or in any way favored or discriminated against with respect to any appointive public office because of such person's race, color, age, religion, sex, national origin, or functional limitation as defined by applicable state or federal laws, if otherwise qualified for the position or office.

No District officer or employee shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

Prohibited Conduct After Leaving the District:

No former employee shall, during the period of one (1) year after leaving the District office or employment:

1. Disclose or use any privileged or proprietary information gained by reason of his/her District's employment for his/her gain or anticipated gain, or for the gain or anticipated gain of any person, unless the information is a matter of public knowledge or is available to the public on request;
2. Assist any person in proceedings involving an agency of the District with which he/she was previously employed, involving a matter in which he or she was officially involved, participated or acted in the course of duty;
3. Represent any person as an advocate in any matter in which the former employee was officially involved while a District employee;
4. Participate as a competitor in any competitive selection process for a District contract in which he or she assisted the District in determining the project or work to be done or the process to be used.

The District requires that all Trustees and employees acknowledge the District's Ethics Policy has been read and understood by signing annually the "Annual Ethics Pledge" (Addendum __). The signed pledge will be retained by the District Controller.

DRAFT

ADDENDUM I – REPORTING FRAUD OR ABUSE POLICY

"Improper governmental action" means any action by a District employee:

1. That is undertaken in the performance of the employee's official duties, whether or not the action is within the scope of the employee's employment; and
2. That is in violation of any federal, state, or local law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety or is a gross waste of public funds.

Reporting Fraud or Abuse

Employees who become aware of improper governmental actions should raise the issue first with their supervisor. If requested by the supervisor, the employee shall submit a written report to the supervisor, or to some person designated by the supervisor, stating in detail the basis for the employee's belief that an improper governmental action has occurred. Where the employee reasonably believes the improper governmental action involves his or her supervisor, the employee may raise the issue directly with the District Manager or such other person as may be designated by the District Manager to receive reports of improper governmental action.

In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may report the improper governmental action directly to the appropriate department with responsibility for investigating the improper action.

The direct supervisor, District Manager or the District's Manager designee shall take prompt action to assist the District in properly investigating the report of improper governmental action. The District's officers and employees involved in the investigation shall keep the identity of reporting employees confidential to the extent possible under law, unless the employee authorizes the disclosure of his or her identity in writing. After an investigation has been completed, the employee reporting the improper governmental action shall be advised of a summary of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.

District employees may report information about improper governmental action directly to the District Manager or Board of Trustees if the employee reasonably believes that an adequate investigation was not undertaken to determine whether an improper governmental action occurred, or that insufficient action has been taken to address the improper governmental action or that for other reasons the improper governmental action is likely to recur.

District employees who fail to make a good-faith attempt to follow procedures in reporting improper governmental action shall not receive the protections provided by these procedures.

Complaints, Investigations, Review and Enforcement

- A. Any person may file a complaint alleging a violation of this policy.
- B. The complaint shall be in writing and shall, except as described in section C below, be signed by the complainant. The written complaint should state the nature of the alleged violation(s), the date(s), time and place of each occurrence, and name of the person(s) charged with the violation(s). The complaint shall be filed with the direct supervisor or the District Manager who shall provide a copy to the person charged with a violation. The complainant shall provide the direct supervisor or District Manager with all available documentation or other evidence to demonstrate a reason for believing that a violation has occurred.
- C. This policy is intended to protect employees who choose to come forward in good faith with

complaints about governmental actions and conduct of District employees. Anonymous complaints have the potential to subject the person who is the subject of the complaint to an investigation that may, at the least, cause stress and embarrassment, and may, at most, result in discipline or termination of employment. The District is reluctant to begin an investigation based on an anonymous complaint due to the fact that evidence will be difficult to obtain and verify, and it will be impossible to assess the complainant's credibility. Complainants and whistleblowers have protection from retaliation under the District's policy. A thorough investigation of complaints is the District's goal. It may not be possible to conduct a thorough investigation when a complainant remains anonymous. Therefore, the District reserves the right to decline to investigate any complaint that is provided anonymously.

D. Within thirty (30) days after receipt of a complaint, the direct supervisor or General Manager shall conduct a preliminary investigation. If the direct supervisor or General Manager or the governing board are implicated in the complaint, the complaint should be addressed with the District's Legal Counsel who will then determine if an investigation needs to be performed and will conduct the investigation. Criminal allegations will be referred to the proper law enforcement agency.

E. If the District's Legal Counsel determines, after preliminary investigation, that there are no reasonable grounds to believe that a violation has occurred, the District's Legal Counsel shall advise the complaint be dismissed. If the complaint is dismissed, District's Legal Counsel, shall do so in writing, setting forth the facts and provisions of law upon which the dismissal is based, and shall provide a copy of the written dismissal to the complainant, to the person charged with the violation and to the governing board.

Whistleblower Protection

Utah Code § 67-21-3 prohibits public employers from taking adverse action against their employees for reporting in good faith government waste or violations of law to the appropriate authorities. A public entity employee, public body employee, legislative employee, or judicial employee, is presumed to have communicated in good faith if they have given written notice or otherwise formally communicated the conduct to the person in authority over the person alleged to have engaged in the illegal conduct.

ADDENDUM J – ETHICAL BEHAVIOR PLEDGE FORM

Annual Ethics Pledge

The following pledge is required to be made annually by all officers and employees of the Magna Water District:

- I, _____ am the duly elected/appointed Trustee of Magna Water District.
- I, _____ am an employee of Magna Water District.

I pledge to adhere to the code of ethics as approved by the Board of Trustees. These topics include, but are not limited to: improper use of official position, accepting gifts or loans, disclosing privileged information, retaining a financial or beneficial interest in a transaction, nepotism, misuse of public resources or property, outside employment, political activity, fair and equal treatment, and conduct after leaving office or employment. Additionally, I pledge to disclose all conflicts of interest on the conflict of interest disclosure form. I understand that state statute and the District’s Administrative Rules and Regulations provide for penalties for violation of specific unethical behavior. Signing this document verifies that I have been provided time to read applicable statutes and ordinances, as well as the District’s code of ethics.

DATED THIS _____ DAY OF _____ [year]

By: _____

Title _____

SWORN TO AND SUBSCRIBED BY ME

THIS _____ DAY OF _____ [year]

ADDENDUM K – ETHICS HOTLINE FORM

Complete and submit an online form at <https://ut-sao-special-prod.web.app/>.

or

Complete the below form and mail it to:

Utah State Auditor Hotline
P.O. Box 142310
Salt Lake City, Utah 84114-2310

Complainant Information:

Complainant to remain anonymous? Yes No		
Complainant would like a response? Yes No		
Complainant Name	Check One <input type="checkbox"/> Elected Official <input type="checkbox"/> Entity Employee <input type="checkbox"/> Citizen/Contractor	Date Submitted
Home Address		
Phone/cell/email		
Work Address and information (if applicable)		

Information Concerning the Complaint (Please complete one form for each separate complaint)

Each improper action should be noted separately and supported with reliable and sufficient evidence. Supplying detailed information contributes to a thorough and efficient investigation. This form is designed to help you supply the needed information.

Who is the person(s) the complaint is against? (Please provide name, position, agency, division, and phone #)

Who is the above person's supervisor? (Please provide name, position, and phone#)

What is the assertion of improper governmental activity? Please describe in detail.

When did the event(s) take place? Please include dates, time, and frequency.

Where did the event(s) occur?

Are there any other persons who might provide information or who witnessed the event? If so, what are their names, positions, agencies, divisions, and their contact information?

Is there evidence that can be examined or documentation that can be reviewed? (Please provide any available documentation)

How do you know about the improper action? Did you see it occur? Did you see documentation indicating it occurred? Did you hear about it from someone else?

What specific law or state regulation has been violated?

Please attach to the email supporting documentation, details and ANY and ALL other information available to support the complaints or concerns.

ADDENDUM L – IT AND COMPUTER SECURITY POLICY

The District furnishes computers for employees' use in conducting District business. This includes access to e-mail and the Internet. The internet contains many useful features, including email to non-district resources, access to research materials, and information exchange. The purpose of this policy is to establish basic rules for employees' use of the District's computer system, including the Internet and email.

Computer System, Internet and E-mail Use Policies

The Internet can be misused in a variety of ways, including but not limited to:

1. Downloading files that contain viruses, thereby endangering district information services;
2. Accessing objectionable material;
3. Wasting work time by performing unauthorized research or accessing nonbusiness related information and people or for computer games, or online games.

Individual Responsibilities:

Internet users are responsible for complying with this and all other District policies when using the District's resources for accessing the Internet. Violation of this policy is grounds for disciplinary action, up to and including termination.

General Policies for Use of the District's Computer System, Including the Internet:

An employee does not have a right to privacy when using the Internet via District resources and employees should not expect or assume any privacy regarding the content of email communications. The District reserves the express right to monitor and inspect the activities of the employee while accessing the Internet at any time, and to read, use and disclose e-mail messages. In addition, all software, files, information, communications, and messages (including emails) downloaded or sent via the Internet using District resources are the District's records and property of the District; such records are subject to potential review and disclosure under the public disclosure law of the State of Utah. Even after an email message has been "deleted," it may still be possible to retrieve it.

The District has the right to restrict or prohibit any employee from Internet access for violation of the policy. Violations may also result in disciplinary action, up to and including termination.

Internet use via district resources is for District business. Except as outlined here, use of District's computer, Internet and email services are for District business only. Some limited personal use is permitted, so long as it does not result in cost to the District, does not interfere with the performance of duties, is brief in duration and frequency, does not distract from the conduct of District business and does not compromise the security or integrity of District information or software. Such limited use shall not occur on "paid time," but is permitted immediately before or after work hours and during an employee's breaks. Examples of allowable personal use include accessing a weather report or news item on the Internet or transmitting email to a family member to assure safe arrival at home. Any personal use of District's computer, Internet and email services must comply with all applicable laws and District policies, including anti-discrimination policies and Internet usage policy.

Internet use must comply with applicable laws and District policies including but not limited to all federal and state laws, and District policies governing sexual harassment, discrimination, intellectual property protection, privacy, public disclosure, confidentiality, misuse of District resources, information and data

security.

All Internet use must be consistent with the District's Personnel Policies.

The District's computer system permits employees to perform jobs, share files, and communicate internally and with selected outside individuals and entities in the performance and conduct of District business. Employees are prohibited from gaining unauthorized access to another employee's email messages, or sending messages using another employee's password.

In order to prevent potential District liability, it is the responsibility of all Internet users to clearly communicate to the recipient when the opinions expressed do not represent those of the District.

The District has the capability and reserves the right to access, review, copy, modify and delete any information transmitted through or stored in its computer system. The District may disclose all such information to any party (inside or outside the District) it deems appropriate and in accordance with applicable law. Accordingly, employees should not use the computer system to send, receive or store any information they wish to keep private. Employees should treat the computer system like a shared file system—with the expectation that files sent, received or stored anywhere in the system will be available for review by any authorized representative of the District for any purpose, as well as the public if a proper request is made for public records.

Good judgment should always be employed in using the District's email and Internet systems. Employee email messages may be read by someone other than the person(s) to whom they were sent. Email inconsistent with the District's policies must be avoided. For example, it is prohibited to make jokes or comments which could offend someone on the basis of gender, race, age, religion, national origin, disability or sexual orientation. These comments would be in direct conflict with the District's policies prohibiting discrimination and harassment. Accordingly, employees should create and send only courteous, professional and businesslike messages that do not contain objectionable offensive or potentially discriminatory material.

Caution should be taken in transmitting confidential information on the computer system. Employees should use due care in addressing email messages to assure messages are not inadvertently sent to the wrong person inside or outside the District. Email creates a written record subject to court rules of discovery and may be used as evidence in claims or legal proceedings. Once sent, email cannot be retracted. Even after deletion at a workstation, email can be retrieved and read.

The safety and security of the District's network and resources must be considered at all times when using the Internet. Any programs from a non-current source (i.e., software that is not purchased in original diskette or CD ROM format) or which involve executable or binary files must not be downloaded or installed without prior permission and without being properly scanned for viruses. Employees are not to share or reveal individual passwords to anyone.

There is a wide variety of information on the Internet. Some individuals may find information on the Internet offensive or otherwise objectionable. Individual users must be aware that the District has no control over available information on the Internet and cannot be responsible for the content of information.

Prohibited Uses of the Internet:

The following is a non-exclusive list of prohibited uses of the Internet and email:

- Commercial use – any form of commercial use of the Internet is prohibited;

- Solicitation – the purchase or sale of personal items or non-business items through advertising on the Internet is prohibited;
- Copyright violations – the unlawful reproduction or distribution of copyrighted information, regardless of the source, is prohibited;
- Discrimination / Harassment – the use of the Internet to send messages or other content which is harassing, derogatory or unlawfully discriminatory to employees, citizens, vendors or customers is prohibited;
- Political – the use of the Internet for political purposes is prohibited;
- Aliases / Anonymous messages / misrepresentation – the use of aliases or transmission of anonymous messages is prohibited. Also, the misrepresentation of an employee’s job title, job description, or position with the District is prohibited;
- Social networking sites – the accessing and/or creation of social networking sites, such as Facebook, Twitter, Instagram, Blogs and similar sites is prohibited for non-district business purposes;
- Instant messaging;
- Misinformation / Confidential Information – the release of untrue, distorted, or confidential information regarding District business is prohibited;
- Viewing or Downloading of Non-Business Related Information - the accessing, viewing, distribution, downloading, or any other method for retrieving non-district related information is prohibited. This includes, but is not limited to, entertainment sites, pornographic sites, sexually explicit sites, chat rooms and bulletin boards;
- Unauthorized attempts to access another’s network or e-mail account;
- Display or transmission of sensitive or proprietary information to unauthorized persons or organizations;
- Spamming email accounts from the District’s email services or District machines.

Nothing in this chapter prohibits the use and access of the described systems for bona fide law enforcement and investigation purposes.

ADDENDUM M – PERSONAL USE OF PUBLIC PROPERTY

This Policy shall be known as the Interim Policy on the Personal Use of Public Property (“**Policy**”) of Magna Water District (“**District**”). It has been adopted for the purpose of regulating the use of District-owned, leased, held, operated, or managed equipment, vehicles, office supplies, devices, tools, facilities, and other District-owned personal and real property (“**District Property**”) by District employees, trustees, consultants, and other representatives.

The Utah Legislature adopted, and the Governor signed into law, H.B. 163, with an effective date of July 1, 2019. H.B. 163 deals with the misuse of public funds and, more specifically, public property, in as much as public property was not previously included in the criminal statute to the same extent as public funds. Since the misuse of public property can result in criminal charges, including felony charges, the District desires to adopt this Policy to clarify what may constitute a misuse of District Property and to authorize the personal use of District Property under certain circumstances. This Policy is effective upon the date this Policy is approved by the governing body of the District.

A. Definitions: For purposes of this Policy the following words will have the following meanings:

“Public Servant” means an elected official of the District; an appointed official of the District; an employee, consultant, or independent contractor of the District; or a person (including an individual, an entity, or an organization) hired or paid by the District to perform a government function. *See* Utah Code Ann. § 76-1-601(14). A person becomes a “public servant” upon the person’s election, appointment, contracting or other selection, regardless of whether the person has begun to officially occupy the position of a public servant.

“Public Property” and **“District Property”** are interchangeable and mean and include any real or personal property that is owned, leased, held, operated or managed by the District, including Public Property that has been transferred by the District to an independent contractor for the purpose of providing a program or service for or on behalf of the District. In the event and to the extent the Public Property is consumed or rendered effectively valueless to the District as a program or service is provided to the District by an independent contractor or as the Public Property is utilized by District employees, the property shall cease to be Public Property and may be disposed of as the independent contractor or District management deems fit, unless otherwise directed by the District. *See* Utah Code Ann. § 76-8-101(5).

“Authorized Personal Use” means any personal use that is authorized pursuant to this Policy. As provided in Utah Code Ann. § 76-8-402(1), a public servant may use District Property for a personal matter and personal use of District Property is allowed when: (a) (i) the public servant is authorized to use or possess the Public Property to fulfill the public servant’s duties owed to the District; (ii) the primary purpose of the public servant using or possessing the Public Property is to fulfill the public servant’s duties to the District; (iii) the personal use is in accordance with this Policy; and (iv) the public servant uses and possesses the District Property in a lawful manner in accordance with this Policy; or (b) the personal use of District Property is incidental, such as when: (i) the value provided to the District by the public servant’s use or possession of the Public Property for a public purpose substantially outweighs the personal benefit received by the public servant’s personal incidental use; and (ii) the incidental use is not prohibited by an applicable state or federal law. Any lawful personal use of District Property by a public servant that is not prohibited by applicable state or federal law is specifically authorized and allowed by this Policy. The District recognizes that third parties may benefit indirectly or directly from a public servant’s personal use, or official use, of the District’s

Public Property, which benefit is specifically condoned and authorized by this Policy so long as and to the extent that the benefit does not otherwise violate an applicable law, rule, or ordinance, including but not limited to state statutory law and rules and regulations of the District.

Personal Use:

Devices: Communication and other devices, such as mobile phones, landline phones, and computers, that are owned by the District may be used by an employee for occasional, incidental personal activities such as calling home, making other personal calls during a break, accepting occasional incoming personal calls, etc., provided that such personal usage is not excessive. Similarly, District owned computers and smart phones may be used for personal text messaging, e-mails and other personal uses, provided that such use is limited, as much as reasonably possible, to break periods or periods when the employee is not “on the clock” and is not excessive.

Physical Facilities: Personal activities by public servants at District- owned, leased, managed and/or maintained facilities, such as meeting family members or friends for short periods of time, are allowed, provided they do not become excessive or disruptive.

Office Supplies/Shop Supplies/etc.: Office supplies, shop supplies and other District-owned supplies and items of personal property are intended for uses that directly benefit the District. Incidental personal use of the same by public servants is allowed, such as the use of District-owned office supplies including pens, pencils, and paper, provided that such incidental personal use is not excessive.

Administrative or staff time: Employees should not ask administrative or clerical staff to use District time to work on assignments or perform tasks which are not District-related or are for personal use or gain.

Miscellaneous: Any District Property that does not fall under any of the above classifications may nevertheless be utilized by a public servant for incidental personal uses.

Subsequent Modifications/Higher Law:

Policy Not Exhaustive: The governing body of the District reserves the right to add to, delete from or change this Policy at any time. The Policy stated above is not necessarily inclusive because, among other reasons, unanticipated circumstances may arise, and other rules or regulations of the District may apply. The District may vary from the Policy, subject to the application of applicable state and federal laws, if the circumstances so justify.

Higher Law to Control: In the event of any conflict between the Policy and any applicable federal or state law, rule or regulation, the law, rule, or regulation, including amendments and modifications thereto, shall control to the extent of such inconsistency.

ADDENDUM N – WATER AND SEWER RATES:

Culinary Water Rates:

<u>Tier</u>	<u>Description</u>
Tier 1/Base Rate	Minimum Fee, includes first 6,000 gallons per month
Tier 2	Rate per 1,000 gal. between 6,001 & 18,000 gal./mon.
Tier 3	Rate per 1,000 gal. between 18,001 & 35,000 gal./mon.
Tier 4	Rate per 1,000 gal. over 35,000 gal./mon.

<u>Tier</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
<u>Tier 1</u>	\$19.12	\$20.08	\$21.08	\$22.14	\$23.25	\$23.95
<u>Tier 2</u>	\$2.08	\$2.18	\$2.29	\$2.40	\$2.52	\$2.60
<u>Tier 3</u>	\$2.33	\$2.45	\$2.57	\$2.70	\$2.84	\$2.93
<u>Tier 4</u>	\$2.65	\$2.78	\$2.92	\$3.06	\$3.22	\$3.32

(Fluoride Rate included in Tier 1/Base Rate above)

<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
\$1.02	\$1.07	\$1.12	\$1.18	\$1.24	\$1.28

SECONDARY WATER RATES:

Residential

Base Rate and Usage for Lot Sizes 0.00 to 0.24 acres

<u>Tier</u>	<u>Description</u>
Tier 1/Base Rate	Minimum Fee per month year-round regardless of usage
Tier 2	Rate per 1,000 gal. for first 22,000 gal./month (Seasonal)
Tier 3	Rate per 1,000 gal. between 22,001 & 37,000 gal./month (Seasonal)
Tier 4	Rate per 1,000 gal. over 37,000 gal./month (Seasonal)

<u>Tier</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Tier 1/Base Rate	\$5.69	\$4.50	\$4.50	\$4.50	\$4.50	\$4.64
Tier 2	\$0.87	\$0.99	\$1.05	\$1.12	\$1.20	\$1.24
Tier 3	\$1.03	\$1.17	\$1.25	\$1.33	\$1.42	\$1.46
Tier 4	\$1.56	\$1.77	\$1.89	\$2.01	\$2.15	\$2.21

Base Rate and Usage for Lot Sizes 0.25 to 1.0 acres

<u>Tier</u>	<u>Description</u>
-------------	--------------------

Tier 1/Base Rate	Minimum Fee per month year-round regardless of usage
Tier 2	Rate per 1,000 gal. for first 45,000 gal./month (Seasonal)
Tier 3	Rate per 1,000 gal. between 45,001 & 75,000 gal./month (Seasonal)
Tier 4	Rate per 1,000 gal. over 75,000 gal./month (Seasonal)

<u>Tier</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Tier 1/Base Rate	\$5.69	\$5.70	\$6.75	\$7.85	\$9.00	\$9.27
Tier 2	\$0.87	\$0.99	\$1.05	\$1.12	\$1.20	\$1.24
Tier 3	\$1.03	\$1.17	\$1.25	\$1.33	\$1.42	\$1.46
Tier 4	\$1.56	\$1.77	\$1.89	\$2.01	\$2.15	\$2.21

Lot Size: 0.25 to 0.49 acres (Multiply Base Rate and Usage by 1)

Lot Size: 0.50 to 0.99 acres (Multiply Base Rate and Usage by 2)

Lot Size: 1.00 acre or more (Multiply Base Rate and Usage by 5)

Residential lots greater than 0.49 acres may request the District to evaluate the lot's actual irrigable acreage. The base rate will be calculated by a multiplier (rounded to the next whole number) in increments of 0.20 acres.

Commercial

<u>Tier</u>	<u>Description</u>
Tier 1/Base Rate	Minimum Fee per month year-round regardless of usage
Tier 2	Rate per 1,000 gal. for first 45,000 gal./month (Seasonal)
Tier 3	Rate per 1,000 gal. between 45,001 & 75,000 gal./month (Seasonal)
Tier 4	Rate per 1,000 gal. over 75,000 gal./month (Seasonal)

<u>Tier</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Tier 1/Base Rate	\$5.69	\$5.70	\$6.75	\$7.85	\$9.00	\$9.27
Tier 2	\$0.87	\$0.99	\$1.05	\$1.12	\$1.20	\$1.24
Tier 3	\$1.03	\$1.17	\$1.25	\$1.33	\$1.42	\$1.46
Tier 4	\$1.56	\$1.77	\$1.89	\$2.01	\$2.15	\$2.21

District will determine irrigation area based on approved plans which will then be used to determine the secondary water rate applied to the lot. The base rate will be calculated by a multiplier (rounded to the next whole number) in increments of 0.20 acres.

Sewer Rates:

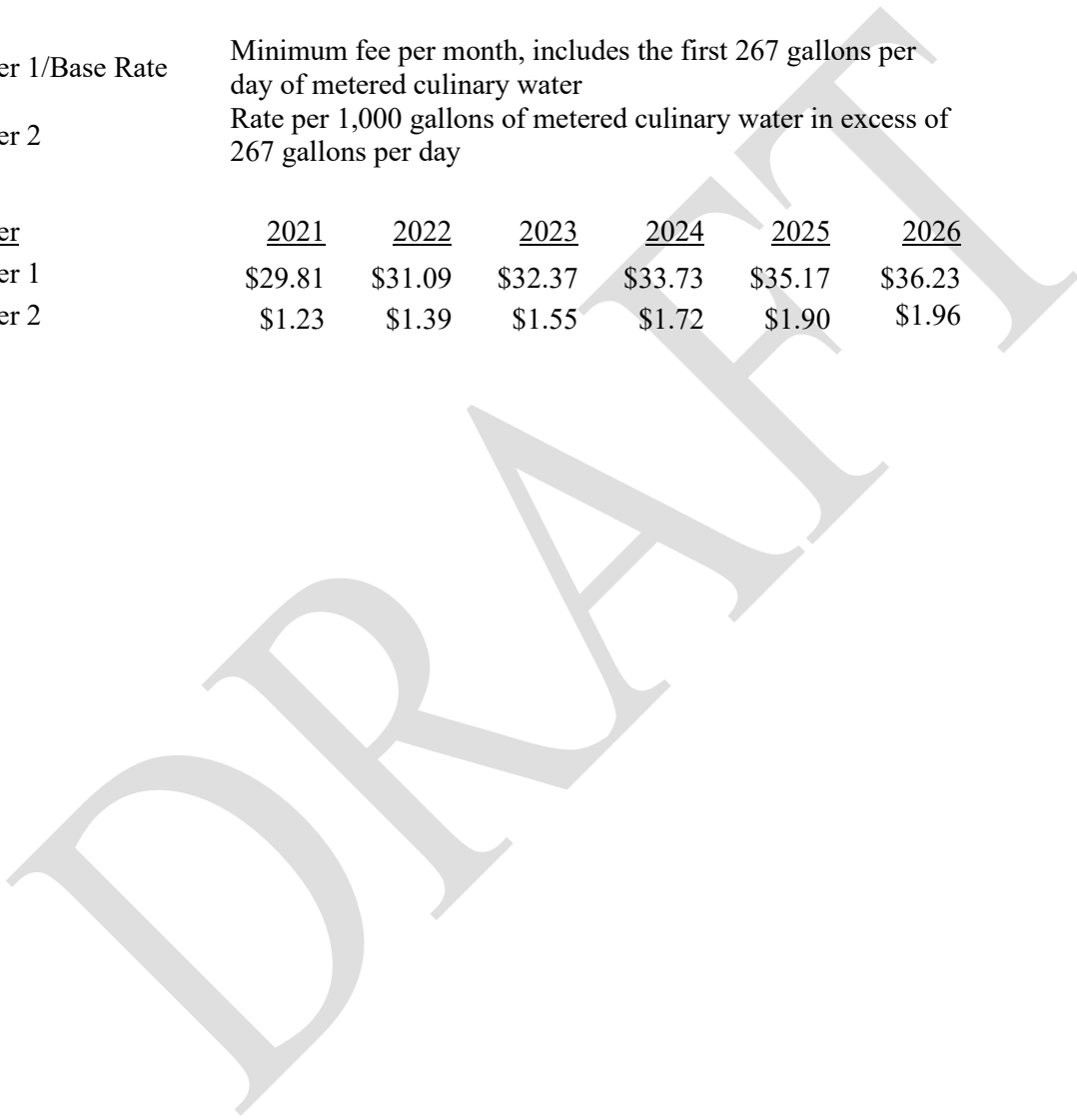
<u>Residential</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
	\$29.81	\$31.09	\$32.37	\$33.73	\$35.17	\$36.23

Commercial

See Tiers 1 & 2 below

Tier 1/Base Rate Minimum fee per month, includes the first 267 gallons per day of metered culinary water
Tier 2 Rate per 1,000 gallons of metered culinary water in excess of 267 gallons per day

<u>Tier</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Tier 1	\$29.81	\$31.09	\$32.37	\$33.73	\$35.17	\$36.23
Tier 2	\$1.23	\$1.39	\$1.55	\$1.72	\$1.90	\$1.96



CONNECTION / IMPACT FEES:

Water Impact Fee: Impact fees will be based on the cost per Equivalent Residential Unit (ERU) as defined in the District’s most current impact fee resolution. ERU equivalency will be based on type of development as defined in the following sections. The District approves the size and type of meter.

Water Impact Fee, per ERU

Calendar Year	2021	2022	2023	2024	2025
Total Overall Fee	\$7,232.00	\$7,368.00	\$7,493.00	\$7,610.00	\$7,743.00

Single Family Residential

Water ERUs for single family residential units and duplexes:

Lot Size (acres)	Maximum Culinary Meter Size*	Maximum Secondary Meter Size**	Indoor Use (ERUs)	Outdoor Use (ERUs)	Total Use (ERUs)
0 – 0.40	¾”	¾”	0.46	0.54	1.00
0.40 – 0.60	¾”	1”	0.46	1.08	1.54
> 0.60	¾”	Determined by District Engineer	0.46	4.39 / irrigated acre	-

*Standard meter size for residential is 5/8-inch

**Where secondary service is not available, culinary meter may be increased to this size to account for outdoor use.

Multi-Unit Residential

Water ERUs for multi-unit residential developments:

Unit Size	Definition	Indoor Use (ERUs)	Outdoor Use (ERUs)
Small	Multi-family units meeting <u>all</u> of the following criteria: ≤ 1 bedroom, ≤ 1 bathroom, ≤ 1,000 SF	0.28 per unit	4.39 / irrigated acre
All Other Units	Multi-family units with <u>any</u> of the following: >1 bed, >1 bath, >1,000 SF	0.46 per unit	4.39 / irrigated acre

Non-Residential

Water ERUs for non-residential developments shall be determined by the greater of the following:

- (a) Calculate the number of ERUs based on the annual average daily demand (in gpd) of the proposed development divided by 513 gpd.
- (b) Calculated the number of ERUs based on meter equivalency per the following table:

**Minimum Culinary Water Impact Fee Table for Meters
(AWWA Meter Capacity Ratios)**

Meter Size	Meter Type	Meter Capacity (gpm)	ERUs
5/8" & 3/4"	Pos Displ	30	1.00
1"	Pos Displ	50	1.67
1-1/2"	Pos Displ	100	3.33
2"	Pos Displ	160	5.33
1-1/2"	Turbine	100	3.33
2"	Turbine	160	5.33
3"	Turbine	350	11.67
4"	Turbine	600	20.00
6"	Turbine	1,250	41.67
8"	Turbine	1,800	60.00
2"	Compound	160	5.33
3"	Compound	320	10.67
4"	Compound	500	16.67
6"	Compound	1,000	33.33
8"	Compound	1,600	53.33

Secondary Water Use

For commercial developments with a separate secondary meter for outdoor use, add the following for outdoor use to the value calculated for culinary ERUs:

4.39 ERUs / irrigated acre

Sewer Impact Fee: Impact fees will be based on the cost per Equivalent Residential Unit (ERU) as defined in the District’s most current impact fee resolution. ERU equivalency will be based on type of development as defined in the following sections.

Sewer Impact Fee, per ERU

Calendar Year	2021	2022	2023	2024	2025
Total Overall Fee	\$3,729.00	\$3,845.00	\$3,952.00	\$4,052.00	\$4,181.00

Single Family Residential

Sewer ERUs for single family residential units and duplexes:

1 ERU per Single Family Residence

Multi-Unit Residential

Sewer connection / impact fees for multi-unit residential developments:

Unit Size	Definition	Sewer ERUs
Small	Multi-family units meeting <u>all</u> of the following criteria: ≤ 1 bedroom, ≤ 1 bathroom, ≤ 1,000 SF	0.61 per unit
All Other Units	Multi-family units with <u>any</u> of the following: >1 bed, >1 bath, >1,000 SF	1.0 per unit

Non-Residential

Sewer ERUs for non-residential developments:

ERU is to be determined by the District Engineer’s estimated water use tables for similar developments. The District Engineer may adjust the estimate as necessary to be appropriate for the proposed development. An ERU is determined by the estimated indoor water use divided by 246.7 gpd per unit.

METER SET FEES:

Culinary Water	Meter Size	Meter Type	AWWA Safe Operating Capacity (gpm)	Meter Set Fee
(Includes District's meter, strainer & labor to install meter in customer supplied meter box or vault. The District will determine the meter type for each connection.)	5/8"	Pos Displ	20	\$387.00
	3/4"	Pos Displ	30	\$443.00
	1"	Pos Displ	50	\$499.00
	1-1/2"	Pos Displ	100	\$750.00
	2"	Pos Displ	160	\$892.00
	1-1/2"	Ultrasonic	100	\$810.00
	2"	Ultrasonic	160	\$1,150.00
	3"	Ultrasonic	350	\$1,599.00
	4"	Ultrasonic	600	\$2,261.00
	6"	Ultrasonic	1250	\$3,788.00
	8"	Ultrasonic	1800	\$5,303.00
	2"	Compound	160	\$2,138.00
	3"	Compound	320	\$2,630.00
	4"	Compound	500	\$3,300.00
	6"	Compound	1000	\$5,300.00
6"x8"	Compound	1600	\$8,530.00	

Secondary Water	Meter Size	Meter Type	AWWA Safe Operating Capacity (gpm)	Meter Set Fee
(Includes District's meter, strainer & labor to install meter in customer supplied meter box or vault. The District will determine the meter type for each connection.)	5/8"	Ultrasonic	20	\$443.00
	3/4"	Ultrasonic	30	\$443.00
	1"	Ultrasonic	50	\$499.00
	1-1/2"	Ultrasonic	100	\$810.00
	2"	Ultrasonic	160	\$1,150.00
	3"	Ultrasonic	350	\$1,599.00
	4"	Ultrasonic	600	\$2,261.00
	6"	Ultrasonic	1250	\$3,788.00
8"	Ultrasonic	1800	\$5,303.00	

Fire Mainline Detector Check Meter \$387.00 per 5/8" meter

FEES AND PENALTIES:

Delinquency Fee	\$10.00 - \$20.00
Conservation Violation Fee	\$25.00
Re-connection Fee	\$100 per service being re-connected, plus actual costs of disconnection, re-connection, and inspections, if any
Tampering Fee	\$200 plus 1.5 times actual costs, if any
Serious Rules Violation Fee	\$500 plus 1.5 times actual costs, if any
Permit Violation Fee	\$1,000 plus 1.5 times actual costs, if any
Non-Resident Rate	2.5 times the normal rate
Discount on Multiple Units	\$0.50 per unit for culinary water service \$0.50 per unit for sanitary sewer service
Discount for Activated Military Reservists	20% off the normal minimum monthly service fees
Fire Hydrant Meter Deposit (refundable)	\$1,800.00
Fire Hydrant Meter Usage Fee	\$100.00 setup + \$25.00 per week + \$4.50 per 1,000 gallons used (Additional \$300.00 per week if meter reading is not reported)
Wastewater Discharge and Dumping Permit	a) \$500.00/yr. Industrial Permit b) \$50.00/yr. Commercial Permit
Dumping Fee	a) \$12.00 Generator Permit b) \$12.00 Hauler Permit c) \$196.00/ton Holding Tank/Septage Waste
Legal Review Fee	\$200.00
Service Availability Letter	\$30.00 per letter per service
Preliminary Engineering and the Engineer's Service Availability Letter	\$900.00

Engineering Review Fee	\$450.00 + \$0.60/foot of pipeline. A separate fee is calculated for each service (e.g., culinary water, secondary water, and sewer service). This fee is for project and plan review by District Staff and the District Engineer and includes facilities design review.
Hydraulic Modeling	\$400.00/development
Bonding & Fee Calculations	\$300.00/development
Extension Agreement, Submittal & preconstruction Conference Fee	\$750.00/development
Punchlist, Warranty Review And project acceptance fee	\$500.00/development
Asbuilt GIS Fee	\$250.00/development
Meter Flow Test Fee	\$25.00 per test
Relocation of Water Lateral and Meter Box	\$2,700.00 per box, if done by the District
Permanent Water or Sewer Line Disconnection (cut & cap) and Removal of Meter Box	\$1,500.00 per connection, if done by the District
ADDITIONAL ENGINEERING FEES IF APPLICABLE TO DEVELOPMENT:	
Legal Description and Easement Review Fee	\$400.00/development
Special service area/ DWSP zone review Fee	\$150.00/development
Secondary water cost share/ Upsize review fee	\$300.00/development
Pretreatment review fee	\$200.00/development

INSPECTION FEES:

Fee	Amount	Paid by *	
		D	H
Water Mainline Construction Inspection Fee	\$350 + \$0.60/foot for inspection of culinary or secondary lines	x	
Sewer Mainline Construction Inspection Fee	\$350 + \$0.90/foot for inspection of sewer lines	x	
Sewer Mainline Video Inspection Fee	\$175 + \$0.83/foot for inspection of sewer lines	x	
Hot Tap or Cut In Mainline Connection Inspection Fee	\$794.00 per mainline connection	x	
Asbestos Cement Mainline Connection Inspection Fee	\$1,072.00 per mainline connection	x	
Manhole Inspection Fee	\$350.00 per manhole	x	
Large Vault Inspection Fee	\$575.00 per vault	x	
Single Fire Hydrant Mainline Connection Inspection Fee	\$339.00 per inspection	x	x
Large Meter Periodic Filter /Sampling Inspection Fee	\$85.00 per inspection or sampling	x	
Water Lateral Tap Inspection Fee	\$85.00 for each new or replacement connection	x	x
Water Lateral Connection Inspection Fee	\$85.00 for each new or replacement connection, each disconnection, and each re-connection		x
Sewer Lateral Connection Inspection Fee	\$240.00 for each new or replacement connection, each disconnection, and each re-connection		x
Sewer Special Wye Construction Inspection Fee	\$85.00 per wye		x
Asbuilt GPS Survey Fee	\$250.00 per development	x	
Pressure Testing, punchlist and warranty inspections fee	\$500.00 per development	x	
Re-inspections & Inspection Overages	\$66 per hour (used at the discretion of the District to cover the cost of additional inspections caused by contractor)	x	x

* This “Paid by” chart is a non-binding general guideline as to who typically pays this fee. It may vary by project.

An “x” in the “D” column indicates that the Developer typically pays this fee in accordance with an “Extension Agreement” with the District.

An “x” in the “H” column indicates that typically there is no “Extension Agreement” involved and that the Homeowner or Builder is typically responsible for payment of this fee.

Fees associated with Document Requests under the GRAMA Act:

Reviewing a record to determine whether it is subject to disclosure	No Charge
Inspection of record by requesting person	No Charge
Copy fee for District prepared copies	\$1.00 per page
Computer Disk (including overhead and time of District staff in preparation of information request, with a minimum of \$5.00)	Actual Cost
Other Forms including Maps (including overhead and time of District staff or outside consultant in preparation of information request, with a minimum of \$1.00 per page)	Actual Cost
Miscellaneous Fees (including overhead and time of District staff or outside consultant in preparation of information request, with a minimum of \$1.00 per page)	Actual Cost

ADDENDUM O -- CONTROLLED POLLUTANTS SURCHARGE SCHEDULE

Sewage Surcharge. All persons discharging sewage into the public sewers shall be subject to a surcharge, in addition to all other sewer service charges, if these wastes have concentration greater than the following:

- (a) BOD of 200 ppm; or
- (b) a suspended solids content of 250 ppm.

Computation of surcharge. The computation of the sewage surcharge shall be determined by the following formula:

SC Calculation:

$$SC = VS \times 8.34(BOD - 200) \times RBOD$$

or

$$SC = VS \times 8.34(SS - 250) \times RSS$$

SC = surcharge in dollars.

VS = volume of sewage in millions of gallons for the billing period.

8.34 = conversion factor to convert BOD and SS from ppm to pounds

RBOD = unit charge for BOD in dollars per pounds.

BOD = biochemical oxygen demand strength index in parts per million by weight.

RSS = unit charge for SS in dollars per pound.

SS = suspended solids strength index in parts per million by weight

Rates of Surcharge. The rates of the industrial waste surcharge for each of the following constituents shall be as follows:

- (a) For RBOD\$ 0.20 per pound
- (b) For RSS\$ 0.15 per pound

ADDENDUM P – STANDARD SPECIFICATIONS AND TYPICAL DRAWINGS

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ADDENDUM Q – STANDARD EXTENSION AGREEMENT

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ADDENDUM R – LOCAL LIMITS ON POLLUTANTS IN DRINKING WATER

<u>NAME</u>	Maximum Allowable Limit <u>(micrograms/liter)</u>
Perchlorate	2.0

DRAFT

Magna Water District
Administrative Rules and Regulations

ADDENDUM S – CONTROLLED LIMITED POLLUTANTS

Section #1 - Heavy Metals - (total basis)

<u>NAME:</u>	<u>MAL (mg/l):</u>
Antimony	.70
Arsenic	.10
Barium	10.00
Beryllium	5.00
Boron	.10
Cadmium	.05
Chromium total	.16
Cobalt	1.00
Copper	.50
Lead	.16
Manganese	.05
Mercury	.065
Molybdenum	.02
Nickel	.10
PCB	.001
Selenium	.02
Silver	.10
Thallium	.002
Titanium	.002
T.T.O.*	1.00
Vanadium	.50
Zinc	5.00

Magna Water District
Administrative Rules and Regulations

(* Total Toxic Organics - as published in the Code of Federal Regulations, 40 CFR 413.02, as amended from time to time.)

Section #2 - Other Controlled Pollutants

<u>NAME:</u>	<u>MAL (mg/l):</u>
C.O.D.	500.0
B.O.D.**	200.0
pH (units)	6.0 - 9.0
Oil and Grease	50.0
Suspended Solids **	250.0
Chloride	825.0
Magnesium	200.0
Potassium	250.0
Sodium	890.0
Sulfate	650.0
Surfactants	5.0

(** Samples to be composited over time. Subject to surcharges in Addendum A)

ADDENDUM T – CONTROLLED ADMISSIBLE POLLUTANTS

<u>NAME</u>	Maximum Allowable Limit <u>(milligrams/liter)</u>
Chlorine	5.00
Cyanide	0.10
Explosive BTTN	50.00
Explosive HMX/RDX	1.00 (combined total)
Explosive NG	50.00
Fluoride	2.00
Nitrate/Nitrite	115.00
Phenols	1.00
Phosphorous	10.00
Sulfide	1.00
	Maximum Allowable Limit
<u>NAME</u>	<u>(micrograms/liter)</u>
Perchlorate	10.00
R.C.R.A. Lists of P. and U. Commercial Chemicals other than T.T.O.	

EXTENSION AGREEMENT

GENERAL INDEX

- I. Procedures for Extension of Water and Sewer Services
- II. Extension Agreement
- III. Technical Specifications
- IV. Typical Details
- V. Easement Forms
- VI. Bonding Forms

PROCEDURES FOR EXTENSION OF WATER AND SEWER SERVICES

In The

Magna Water District

For

Subdivision, Mobile Home Parks, Planned Unit Developments,
Condominiums, Multiple Residences, Commercial Buildings,
Schools, and Churches

No	Performed By	Description	Date Action Taken
1	Developer	<p>Provides conceptual design drawings of water and/or sanitary sewer extension and submits an electronic copy in .pdf format for review by the District.</p> <p>Deposits with District the \$900 fee for conceptual design engineering review.</p>	
2	District Manager District Engineer	<p>Reviews conceptual design with staff and refers conceptual design to District Engineer for review and comments. District Engineer submits letter of recommendation to District Manager. District Engineer submits recommendation to Board for approval. Note: Board typically meets 2nd Thursday of each month. Submittals of above items for consideration must be in District Office four (4) weeks prior to meeting to be placed on agenda.</p> <p>https://www.magnawater.com/board-meetings-and-minutes</p>	
3	District Manager District Engineer	<p>Approves conceptual design, and service availability report.</p> <p>Notifies the Salt Lake County Developmental Services or West Valley City, Salt Lake County Board of Health, Salt Lake City, and the Developer that the District will supply sanitary sewer and/or water service to the project, or notifies the Developer that such service is not available.</p>	

No	Performed By	Description	Date Action Taken
4	Developer	<p>Provides District Manager-Engineer with an electronic copy in .pdf format of the preliminary plat, overall master water & sewer site plan, plan and profile sheets and detail drawings which shall include the following data:</p> <p>Plat:</p> <ul style="list-style-type: none"> ▶ Street names, lot numbers and easements. <p>Master Water & Sewer Plan Sheet:</p> <ul style="list-style-type: none"> ▶ Master sheet showing complete project/subdivision. ▶ Culinary and Secondary waterlines, valves, fire hydrants and laterals. ▶ Sewer lines, manholes and laterals. ▶ Existing water and sewer. ▶ Street names, lot numbers. ▶ CADD generated, scale as required, (Drawing size = 22" x 34" full size and 11" x 17" half size.) <p>Plan & Profile Sheets:</p> <ul style="list-style-type: none"> ▶ Lot location and dimensions, including existing and proposed contours. ▶ Location of existing improvements: buildings, roads, storm drains, sewer, and water lines. ▶ Location of existing utilities: gas, electric, telephone. ▶ Location of proposed buildings, including all floor elevations and preliminary plumbing plans of building. ▶ Location and sizes of other proposed improvements and utilities. ▶ Vertical dimensions related to a bench mark on or adjacent to the project, and to USGS datum. ▶ Drawings to be stamped by licensed Professional Civil Engineer. ▶ CADD generated, scale 1" = 20', (Drawing size = 22" x 34" full size and 11" x 17" half size.) 	
5	District Engineer Developer	<p>District Engineer reviews preliminary drawings and responds with written comments and/or required changes. Developer makes changes and submits corrected preliminary drawings back to District Engineer. Process continues until drawings are accepted by District Engineer. District Engineer issues letter of acceptance.</p>	
6	Developer	<p>Provides District with one (1) print of the final plat or site plan approved by Salt Lake County and/or West Valley City and/or Salt Lake City, one PDF and five (5) sets of prints of the final improvement drawings to be stamped as "Approved for Construction." Two (2) sets will be returned.</p>	

No	Performed By	Description	Date Action Taken
7	District Engineer	Notifies District and Developer of the amount of the Fees based upon final design and construction fee schedules.	
8	Developer	Receives bids and awards the Contract to a Contractor qualified by the District to do main line construction in the District.	
9	District Engineer	Prepares four (4) copies of the Water & Sewer extension agreement/specification documents. Determines bonding amount based upon final design and awarded contractors bid.	
10	Developer	Sends a check payable for all applicable fees and deposits to the District Manager Controller. Sends copies of bonds, and evidence of the Contractor's insurance to the District Manager Engineer. (Bonds shall run for a period of 2 years from completion and acceptance of the work.) Provides recorded easements for all District-owned lines not located in dedicated Salt Lake County or West Valley City Roads or Salt Lake City Roads or Utah Dept. of Transportation Right-of-Ways.	
11	District Manager District Engineer Inspector Developer Contractor	Hold s pre-construction meeting in-at District Manager's office to have Extension Agreement signed by the Developer, Contractor and District Manager and to establish construction schedules and to resolve any questions regarding the requirements of the Drawings and Specifications. Contractor will submit a construction schedule at this meeting for approval and coordination. Contractor provides an electronic copy of product submittals for approval by the District Engineer. A signed electronic copy will be returned.	
12	Developer's Engineer	Provides District Inspector and the Contractor with cut sheets for sanitary sewer mains prior to construction.	
13	Inspector	Makes visits to the site as the representative of the District to observe the Contractor's work and to endeavor to guard the District against deficiencies in the work.	
14	Developer Contractor	Upon completion and testing of the new facilities, the Developer may request in writing that the bond be reduced by 80% to the 20% bond value. THIS BOND REDUCTION REQUEST MUST BE INITIATED BY THE DEVELOPER.	
15	District Engineer	On satisfactory completion of the underground work, indicates to the Developer that the work has been inspected by the District and recommends reduction of bond to the 20% bond value. Copy of this letter will be forwarded to the District Manager.	

No	Performed By	Description	Date Action Taken
16	Developer	Completes all County or City surface improvements.	
17	Developer Contractor	Adjusts manhole rings, water valves, boxes, fire hydrants, etc., to match finished surface improvements.	
18	Developer	<p>Notifies the District in writing that the surface improvements have been completed and the manhole rings, etc. are adjusted to finished grade for District inspection.</p> <p>Submits to the District 1) Electronic copy of CADD drawings and PDF, 2) a mylar copy and a blue-line copy of the recorded plat and 3) a mylar copy and a blue-line copy of accurate detailed as-built drawings showing stationing and depth of all fittings and final elevations of all manholes.</p>	
19	Inspector and District Engineer Contractor	<p><u>Inspector/District Engineer M</u> makes a final inspection and <u>creates reports-punch-list. Contractor finishes all punch-list items and returns punch-list to inspector. to District.</u> District Engineer submits a bill to the District for the total cost of any re-staking or reviews additional inspections and punch-list that was completed.</p>	
20	Developer	<p>Delivers <u>to the District</u> bonds, proof of payment of <u>Contractor</u>, subcontractors, suppliers, engineer, and any contract not previously submitted. Delivers proof that all required water shares have been transferred to the District</p>	
21	District Manager <u>Engineer</u>	<p>Accepts improvements in writing, returns the excess of or collects the deficiency in fee deposit, and</p>	
22	Developer	<p>Following acceptance by the District, the developer may request in writing that the bond be reduced an additional amount from 20% to 10%. This 10% will then serve as a warranty bond and will be in place for two years from the date of project acceptance. THIS BOND REDUCTION REQUEST MUST BE INITIATED BY THE DEVELOPER.</p>	
23	Inspector and District Engineer	<p>Conducts a two-year warranty inspection and recommends final 10% bond release upon satisfactory inspection.</p>	

MAGNA WATER DISTRICT

SEWER AND/OR WATER EXTENSION AGREEMENT

I. PROJECT SUMMARY:

1. Name of Project: _____

2. Location or Description of Project: _____

3. Name of Developer: _____

Contact: _____

Address: _____

Telephone Number: _____

4. Name of Contractor: _____

Contact: _____

Address: _____

Telephone Number: _____

Contractor License Number: _____

II. AGREEMENT

This Agreement is made and entered into this ___ day of _____ 20___, by and among Developer as hereinabove described, Contractor as hereinabove described, and Magna Water District (hereinafter after referred to as "District").

It is hereby agreed among the parties and in consideration of their mutual agreements hereinafter set forth as follows:

1. REPRESENTATIONS.

A. Developer desires to make improvements to certain real property which includes the installation of culinary water delivery system, secondary water delivery system, and/or sanitary sewer delivery system on the real property described as follows:

B. Contractor has entered into an agreement to provide certain materials and services to Developer in the construction of said culinary water, secondary water, and/or sanitary sewer delivery systems called for in Developer's improvement plan.

C. Contractor in consideration of its construction contract with Developer has agreed to abide by the terms of this Agreement.

D. District, other than the provisions in this Agreement, has no contractual agreement with Contractor but as a governmental entity is responsible for orderly growth and development of commercial and residential projects within District.

E. Upon proper installation of the proposed system and its acceptance by District, District is willing to supply culinary water -to, secondary water to (where available), and/or receive, transport and treat sewage of a normal quality and quantity from the number of building units herein proposed on the same basis as all other building units of the same class within District.

F. District is willing to perform all necessary inspections during construction in order to assure quality of design and installation of said systems.

G. District has no liability or obligation of any kind in relation to the said project except to inspect during construction and installation, acquire ownership of said system as provided herein and maintain said systems after acquisition of ownership.

2. DEFINITIONS.

A. Project. The Project is the total construction proposed to be accepted by District in this Agreement.

B. The Work. The Work includes all labor necessary to produce the construction required by contract documents in the project and all materials and equipment incorporated or to be incorporated in such construction.

C. District Engineer/(Engineer). District Engineer or Engineer shall mean the in house District Engineer and/or its professional engineering consultant or its successor or assigns retained by and directly responsible to District.

D. Developer/Contractor. Developer/Contractor shall jointly and severally refer to the Developer and the Contractor named herein.

3. CONTRACT DOCUMENTS.

Contract Documents shall consist of this Agreement and Exhibits, Specifications, Typical Details, Easement Forms, and Bond Forms. Contract Documents shall include any modifications made after the execution of this Agreement which shall consist of a written amendment to the agreement executed by ~~all~~ both parties, a change order, a written interpretation issued by the Engineer or a written order for a minor change of the Work issued by the Engineer. All such documents in addition to this Agreement are hereby incorporated and made a part of this Agreement as if fully set forth herein. In the event of any discrepancy or conflict between this Agreement and any ~~C~~contract ~~D~~documents, this Agreement shall take precedence. With respect to the incorporated ~~C~~contract ~~D~~documents, they shall be in the following order of precedence:

- (a) Exhibits or modifications of any nature to the drawings and specifications shall take precedence over the original drawings and specifications.
- (b) Specifications shall take precedence over drawings.

- (c) As to working drawings, the larger scale takes precedence over smaller, figures dimensions over scaled and noted materials over graphic indications.

Should any question arise regarding this Agreement or the Contract dDocuments, Developer/Contractor shall request an interpretation and clarification from Engineer before proceeding. In absence of such request and authorization from Engineer, Developer/Contractor proceeds at their own risk.

4. **PAYMENT OF FEES BY DEVELOPER.**

Developer upon execution of this Agreement shall pay to District all applicable fees for the project as set forth in the current Fee Schedule.

5. **INSTALLATION OF WATER AND/OR SEWER LINES AT DEVELOPER'S EXPENSE.**

Developer shall be required to install, at their sole expense, all culinary water, secondary water and/or sanitary sewer mainlines, install ~~appropriate~~ fittings in the ~~main~~-culinary water, secondary water and/or sanitary sewer lines as are necessary to provide services for each unit, extend the necessary culinary water, secondary water and/or sanitary sewer lines to the property line of each unit, and extend the culinary water, secondary water and/or sanitary sewer lines from the property line of each unit to said unit as provided in plans approved by District.

6. **ENGINEERING SERVICES.**

District Engineer will review the Developer's designed drawings for conformance to the District's standards and details. District Engineer's review shall be limited to items outlined in the "Procedures for Extension of Water and Sewer Services Check List".

7. **INSTALLATION ACCORDING TO PLAN, SPECIFICATIONS AND REGULATIONS.**

Developer shall install culinary water, secondary water and/or sanitary sewer lines strictly in accordance with the plans and specifications prepared and approved. Also, the culinary water,

secondary water and/or sanitary sewer from the mainline to the property line of each unit and the culinary water-, secondary water and/or sanitary sewer from the property line of each unit to said unit, shall be installed in accordance with District's rules and regulations. No field changes to the approved plans and specifications will be allowed without approval by the District or the District's Engineer.

8. **INSPECTION.**

No installation of any culinary water, secondary water and/or sanitary sewer line of any dimension shall be backfilled until the same has been fully inspected by District Inspector or District's Engineer and approved in writing. If Developer backfills before the culinary water, secondary water and/or sanitary sewer line of any dimension is inspected and approved, District shall require the line to be uncovered for inspection and disconnection from the system until such time as the line is inspected and approved. Developer shall be required to pay inspection fees as set forth in the current Fee Schedule.

The actual interconnection of the culinary water, secondary water and/or sanitary sewer system with the District's main sewer outfall lines or culinary water ~~mainlines~~ or secondary water mainlines shall be completed by Developer under the supervision of District. The Developments' culinary water, secondary water and/or sanitary sewer system will not be placed into operation nor will any unit water meter be set until District has fully approved and accepted the work and until satisfactory evidence has been presented to District showing that all charges and bills for labor and material and all other costs of constructing the system have been paid.

9. **CONNECTION TO EXISTING CULINARY WATER, SECONDARY WATER AND/OR SANITARY SEWER LINE.**

If lots within the development face upon an existing public street where there is an existing culinary water, secondary water and/or sanitary sewer line, and the structures abutting said street are to be connected directly to such line. Then Each unit may be connected to the District line.

~~However, each individual unit needs to make an individual application and pay only by making an individual application therefor and paying a~~ sewer connection fee and/or water connection and meter fee, as set forth in the Fee Schedule and abiding by District's rules and regulations for making individual connections.

10. **OWNERSHIP OF PROPERTY.**

Developer represents that it is the owner of the property for which services are requested; ~~that the street to which the facilities will be required to be installed has facilities which will be required to be installed in any street has~~ been dedicated as a public street and that District has or is granted full right hereby to enter upon the property and/or subdivision to design the facilities and to inspect, ~~maintain or remove the same.~~

11. **CONTRACTOR SERVICES AND INDEMNITY.**

Contractor will furnish and install all materials according to the plans and specifications provided and approved by District and its Engineer. ~~and~~ Contractor will make all necessary financial arrangements with all suppliers of materials, equipment, and services. Contractor agrees to hold District harmless from any claim whatsoever whether resulting from nonpayment by Contractor, or Developer, or from injury to any person or property, or from failure by Contractor or Developer to comply with any stipulation of this Agreement.

12. **FEDERAL, STATE AND LOCAL REGULATIONS.**

Developer/Contractor will conform to all rules and regulations of the Federal Agencies having jurisdiction ~~as well as and~~ State, County, City, and District agencies having jurisdiction with respect to the development.

13. **DISTRICT REGULATIONS.**

Developer/Contractor agrees to conform to and abide by all of the rules, regulations, and technical specifications of District so long as this Agreement is in effect.

14. **DEVELOPER TO PAY CONTRACTOR.**

It is understood and agreed that Developer is responsible to pay Contractor for any and all work and materials agreed upon for said project. The Developers will be required to provide evidence that they have paid the contractor, subcontractors, and material suppliers prior to the District's acceptance of the project.

15. DEVELOPER TO PROVIDE EASEMENTS.

Developer, without ~~the~~ cost to District will furnish express written easements in a form consistent with the forms made part of this Agreement providing for ingress and egress for all culinary water, secondary water and/or sanitary sewer system lines which are not located within dedicated public roads or existing utility easements. Prior to recording of any such easement, Developer will submit said easements to District for its prior approval. Easements shall be made in the name of Magna Water District.

16. QUALITY OF WORK.

Contractor agrees that The Work shall be done in a good, substantial, and workmanlike manner.

17. CONTRACTOR INSURANCE.

A. Contractor agrees to maintain such insurance as will protect it from claims under workman's compensation acts and from any other claims or damages for personal injury, including death, which may arise from operations under this Agreement whether such operations be performed by itself or by any subcontractor or anyone directly or indirectly employed by either of them as follows:

1. Workers' Compensation & Employers' Liability Insurance as required by statute.
2. Comprehensive General Liability Insurance:
 - (a) General Liability, including Completed Operations and Broad Form Property Damage Liability Insurance: Limits \$1,000,000 Combined Single Limit per occurrence.
 - (b) Blanket Contractual Liability Insurance: Limits \$1,000,000 Combined Single Limit per occurrence.

(c) The owner of the development shall be added as an additional interest insured.

3. Automobile Liability Insurance:

(a) Liability Limits (Bodily Injury and Property Damage) covering any automobile: \$1,000,000 any one accident or loss.

B. A Certificate of Insurance shall be furnished by Contractor ~~to District~~ as evidence of insurance. The policy or policies shall not be canceled, nor shall any of the coverages certified be terminated, or the limits certified be reduced while this Agreement is in force. Certificates of said policies shall provide that if policy or policies be canceled by the insurance company during the term of this contract, that thirty (30) days written notice prior to cancellation will be given to the Owner.

C. Contractor shall not commence work under this Agreement until ~~he has~~ they have obtained, as a minimum, the insurance required herein and evidence of such insurance has been submitted to District. The submittal of said evidence to District shall not relieve or decrease the liability of Contractor hereunder. The cost of all such insurance shall be the obligation of Contractor.

18. INDEMNIFICATION OF DISTRICT AND ENGINEER.

A. Contractor and Developer agree to indemnify District and its Engineer against damages or claims for injury to persons, impairment of health of persons, ~~and~~ death of persons, and damages to property or loss of property that may arise from Developer's or ~~Contractor's~~ operations under this Agreement, whether such operations ~~he where~~ performed by them or by any subcontractor or anyone directly or indirectly employed by either of them.

B. In addition to the foregoing, Contractor shall be liable to defend District and/or its Engineer in any lawsuit filed by any subcontractor or materialmen as a result of the project which is the subject matter of this Agreement.

C. No subcontract shall relieve Contractor of any of ~~his~~ their liability or obligation under ~~his~~ their contract with Developer or this Agreement. Contractor agrees that ~~he is~~ they are fully

responsible to District for acts or omissions of ~~his~~their subcontractors and ~~their~~ materialmen and of persons either directly or indirectly employed by them.

19. **COPIES FURNISHED.**

Contractor shall keep in good order on the Project one copy of the Drawings, Addenda, and Specifications which shall be readily available to Engineer, District, and their representatives.

20. **OWNERSHIP OF DRAWINGS.**

Drawings, Specifications, and copies thereof which are furnished to the District shall become the property of District.

21. **ACCEPTANCE BY DISTRICT OF IMPROVEMENTS.**

Upon approval by District of all materials and construction of the culinary water, secondary water and/or sanitary sewer system, District agrees to issue a written acceptance of ownership and maintenance responsibility of all main lines located in public streets or any main lines for which District has an easement and which serves more than one owner or association of owners. Upon issuance of written acceptance, all right, title, and interest of Developer in and to the culinary water , secondary and/or sanitary sewer system shall immediately vest to the District and District shall thereafter be the owner thereof and shall operate and maintain the same.

22. **WARRANTIES AND BONDS.**

A. Prior to commencement of the work the Contractor and Developer shall furnish to the District a Security of Performance, acceptable to the District as set forth below, in an amount set by the District Engineer and equal to at least 1.1 times the reasonable value of improvements required herein. The Security of Performance required by this section, and at the District's discretion, may be furnished by any of the following methods:

- (1) By providing a surety or cash bond in the amount specified herein and conditioned upon payment by the ~~subdivider~~Developer of all expenses incurred for labor or material used in the construction of required improvements.

- (2) By depositing the specified amount of cash in a bank account to which the District alone has access, but only in the event it becomes necessary, in order to complete, repair or replace the improvements as set forth below.
- (3) By depositing the specified amount of cash in a supervised bank account to which the Developer has access, with the approval and signature of the District, which funds shall be used to pay for the subdivision improvements as construction is completed and evidence lien waivers. In the event it becomes necessary for the District to foreclose on the Security of Performance and move to complete, repair or replace the improvements as set forth below, then the District shall have access to said supervised bank account for the purpose of completing, repairing or replacing improvements without the necessity of obtaining the approval of the Developer.
- (4) By any other method that is acceptable to the District, provided that the District's interests in assuring that the work required herein is paid for and completed in conformance with District standards are protected.

The surety company or bank shall be duly registered with the State of Utah to do business within the State and the District shall be entitled to any interest accruing on accounts opened or held in the District's name.

B. The Security of Performance required by this section is to assure the District that all improvements are constructed in conformance with all relevant District ordinances, regulation, and standards, and to assure the District that all expenses incurred for labor or material used in the construction of the same are paid for by the Developer. Further the District may retain 10 percent of the Security of Performance provided by the Developer until two years following the final inspection and acceptance by the District. The Developer has the option of substituting a Warranty Bond in an amount equal to 10% of the ~~1.1 multiplier times~~ full amount of the Security of Performance during this two (2) year period following the final inspection and acceptance by

the District.

C. In the event construction of the improvements is not completed or is not completed in a satisfactory manner one year from the date the final plat was approved by the County, Salt Lake City or West Valley City, the District may proceed to install the improvements in a satisfactory manner at the Developer's expense and may foreclose on the Developer's Security of Performance and/or avail itself of any other remedy provided to under the laws of the ~~s~~State of Utah and the rules of the District.

In the event any part of the materials or workmanship furnished by Developer shall prove to be defective, Developer/Contractor will, upon receipt of written notice from District to that effect, promptly replace or repair defective work to the satisfaction of District. Delivery of any guarantee or warranty including the one hereinabove shall not relieve Contractor from any obligation assumed under any other provision of ~~their~~his contract with Developer. If needed the District may proceed to repair or replace the unsatisfactory improvements at the Developer's expense by foreclosing on any security of Performance still held by the District; and, in addition, the District may avail itself of any other remedy provided to under the laws of the state of Utah and the rules of the District.

23. ATTORNEY'S FEES.

Contractor and Developer agree to pay and reimburse District and/or its Engineer for any and all reasonable attorney's fees which may be paid or incurred by District and/or its Engineer, growing out of or caused by this Agreement, whether in defense of any suit against Developer or Contractor, its ~~workman-employees~~ or subcontractors, or suppliers of materials or in prosecution of any suit or suits against Developer or Contractor and any and all of Contractor's ~~workmenemployees~~, subcontractors, materialmen or sureties in concurso or otherwise.

24. ROYALTIES AND PATENTS.

Contractor shall pay all royalties and license fees. Contractor shall defend all suits or claims for

infringement of any patent rights and shall ~~save~~hold District harmless from loss on account thereof.

25. TERMINATION.

Developer must complete construction of the Project within one year from the date the final plat was approved by the County, Salt Lake City or West Valley City. Failure of Developer/Contractor to so complete construction, will allow the District to proceed with completing the improvements in accordance with other sections of this Agreement at the expense of the Developer. The District has the option to review and approve or reject an application for an extension of this Agreement if so submitted in writing by the Developer.

26. NOTICE.

When any party desires to give notice to the other in connection with and according to the terms of this Agreement, such notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or, if delivered at or sent through the United States mail, to the addresses stated for the parties hereinabove or to the last business address known to the party giving the notice.

27. APPLICABLE LAW.

This Agreement shall be construed, administered, and enforced according to the laws of the State of Utah.

28. CAPTIONS.

The titles to the paragraphs in this Agreement are included for convenience of reference only and are not to be used in interpreting this Agreement.

29. GENDER AND NUMBER.

Neither the gender nor the number (singular or plural) of any word shall be construed to exclude another gender or number when a different gender or number would be appropriate.

30. DUPLICATE ORIGINALS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall together constitute only one Agreement.

31. **WAIVER OF NOTICE.**

Any person entitled to notice under this Agreement may waive the notice.

32. **SUCCESSORS.**

This Agreement shall be binding upon all parties, their respective heirs and legal representatives, and their successors and assigns.

33. **ENTIRE AGREEMENT.**

This Agreement contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and all prior agreements and understandings are merged into this Agreement. No change or modification in this Agreement shall be valid unless it is in writing and signed by ~~the~~all parties.

34. **ASSIGNMENT.**

This Agreement shall not be assignable by any party, except with the written consent of the ~~others~~parties.

35. **WAIVER.**

No valid waiver of any provisions of this Agreement shall be deemed a waiver of any other provision of this Agreement at such time nor will it be deemed a valid waiver of such provision at any other time.

36. **INSPECTOR/ENGINEER'S STATUS**

A. District's Inspector shall be District's representative during the construction period.

(1) Inspector will make frequent visits to the site to familiarize ~~himself~~themselves with the progress and quality of the Work and to determine if the Work is proceeding in accordance with Contract Documents. ~~They~~He will be required to make on-site inspections to check the

quality and quantity of the Work. During such visits and on the basis of ~~his~~their observations while at the site, ~~they~~he will keep District and its Engineer informed of the progress of the Work, will endeavor to guard District against defects and deficiencies in the work of Contractor, and ~~he~~they may condemn the work as failing to conform to Contract Documents.

(2) ~~He~~Inspector shall have authority to stop the work, with concurrence of District Manager, whenever such stoppage may be necessary in ~~his~~their reasonable opinion to insure the proper execution of Contract.

(3) ~~He~~Inspector shall act as liaison between all parties to insure proper and orderly communications. Directives from District and its Engineer to Developer or Contractor shall be passed through ~~him~~Inspector and vice versa. ~~a~~All requests of District or its Engineer from Developer or Contractor must go through the ~~inspector~~Inspector.

B. District's Engineer shall represent District during the design and construction phase.

(1) Engineer shall have authority to act on behalf of District only to the extent provided in ~~his~~their agreement with District.

(2) Engineer shall be in the first instance the interpreter of the conditions of Contract and the judge of its performance. ~~He~~Engineer shall use ~~his~~their powers under Contract to enforce its faithful performance by Contractor. Engineer will review shop drawings and samples. Engineer will have authority to order minor changes in the Work. Engineer will conduct inspections to determine the dates of substantial completion and final completion, will receive and review written guarantees and related documents required by Contract and assembled by Contractor, and will issue a letter to District recommending acceptance.

(3) In case of the termination of the employment of Engineer, District shall appoint an Engineer against whom Contractor makes no reasonable objection, whose status under Contract shall be that of the former Engineer in all respects.

37. **ENGINEER'S DECISION.**

- A. Engineer's decision in matters relating to the design and installation will be final if consistent with the intent of Contract Documents.
- B. Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute.

38. INSPECTION OF WORK.

District Engineer/Inspector or the Authorized Representatives of District or any other governing agency shall at all times during its progress have full access to all phases of the Work. Contractor shall provide adequate means to facilitate inspection by Engineer/Inspector.

39. ADDITIONAL INSTRUCTIONS.

Engineer shall promptly furnish any additional instructions or clarifications necessary for proper execution of the Work specified in Contract Documents.

40. SUPERVISION AND CONSTRUCTION PROCEDURES.

Contractor shall supervise and direct the Work, using ~~his~~their best skill and attention. ~~He~~
Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under Contract.

41. TESTING.

It shall be the responsibility of the Contractor to accomplish the specified compaction for backfill, fill, and other earthwork in accordance with the requirements of the technical specifications.

42. SURVEYS, LAYOUT & SITE EXAMINATION.

Developer will be responsible for establishment of lot lines, bench mark and staking sewer and water lines.

43. CONDEMNATION OF WORK.

District and/or Engineer shall have the right to condemn and require removal of the following

at Contractor's expense:

- A. Any portions of the Work performed under this Agreement which do not meet the requirements of ~~C~~econtract ~~D~~documents either in substance or installation.
- B. Any portions of The Work damaged or rendered unsuitable through to the end of the two (2) year warranty period.

44. CORRECTION OF WORK.

Contractor shall promptly correct any work that fails to conform to the requirements of ~~e~~Ccontract ~~D~~documents where such failure to conform appears during the progress of The Work, and shall remedy any defects due to faulty materials, equipment, or workmanship which appear within a period of two (2) years from the date of completion and acceptance by District or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by ~~C~~econtract ~~D~~documents. Contractor shall pay all costs of correcting faulty work, including additional Engineer's fees and/or ~~Inspection~~-Inspector's fees when incurred.

45. TEMPORARY OR TRIAL USAGE.

Temporary or trial usage of any work or materials supplied under this Agreement prior to written acceptance by District, shall not be construed as evidence of District's acceptance.

46. SHOP OR SETTING DRAWINGS.

Contractor shall submit promptly to District four (4) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. ~~After~~ examination of such drawings by District Engineer and the return thereof, Contractor shall make such corrections to the drawings as have been indicated and shall furnish District with three (3) corrected copies. Regardless of corrections made in or approval given to such drawings by District, Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless ~~he~~-they ~~notify~~ies District in writing of

any deviations at the time ~~they~~he furnishes such drawings.

47. **MEASUREMENTS.**

Before ordering any materials or doing any work, Contractor shall verify all measurements to properly size or fit the work. No extra charge or compensation will be allowed by District resulting from Contractor's failure to comply with this requirement.

48. **LANDS AND RIGHTS-OF-WAY.**

Prior to the start of construction, Developer shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this Agreement and provide District permanent recorded easements when work is not in a dedicated public right-of-way or utility easement.

[Signature Page to Follow]

Date: _____

By: _____

Title: _____

MAGNA WATER DISTRICT ACKNOWLEDGMENT

State of Utah _____ }

_____ : ss.

County of _____ }

~~On the ____ day of _____, 20____, _____
_____ personally appeared before me and duly acknowledged
to me that he or she executed the foregoing instrument, and if
executing it on behalf of a corporation or other entity, also
acknowledged and certified to me that he or she was and is duly
authorized by said corporation or entity to execute the foregoing
instrument on behalf of said corporation or entity and to
thereby bind the corporation or entity to its terms.~~

Notary Public _____

CONTRACTOR

Company Name: _____

Company Address: _____

State, Zip _____

_____ This letter is to confirm to the District that _____, is the _____

(Officer Name)

_____, of this company and is an authorized signer of this, _____ (Title)

Contractual Agreement on behalf of this company.

Signature _____

State of Utah _____ }
_____ : ss.
County of _____ }

On the ___ day of _____, 20_____, _____ personally appeared before me and duly acknowledged to me that he or she executed the foregoing instrument, and if executing it on behalf of a corporation or other entity, also acknowledged and certified to me that he or she was and is duly authorized by said corporation or entity to execute the foregoing instrument on behalf of said corporation or entity and to thereby bind the corporation or entity to its terms.

Notary Public



DEVELOPER

Company Name: _____

Company Address: _____

State, Zip _____

This letter is to confirm to the District that _____, is the _____
(Officer Name)

_____, of this
company and is an authorized signer of this,
(Title)

Contractual Agreement on behalf of this company.

Signature _____

State of Utah _____ }
_____: ss.
County of _____ }

On the ___ day of _____, 20_____, _____
personally appeared before me and duly
acknowledged to me that he or she executed the foregoing
instrument, and if executing it on behalf of a corporation or
other entity, also acknowledged and certified to me that he or
she was and is duly authorized by said corporation or entity
to execute the foregoing instrument on behalf of said
corporation or entity and to thereby bind the corporation or
entity to its terms.

Notary Public

GHID AGREEMENT

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
PROVIDING FOR
EXTRA-TERRITORIAL WATER AND SEWER SERVICES**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT (“*Agreement*”), is entered into effective as of this ___ day of _____, 2023 (the “*Effective Date*”), pursuant to authority of the Interlocal Co-Operation Act, §11-13-101, *et seq.*, U.C.A., 1953 (the “*Act*”), as amended, by and between **Granger-Hunter Improvement District**, a water and sewer improvement district organized and existing pursuant to the provisions of §17B-1-101, *et seq.*, U.C.A., 1953, as amended (hereinafter “*Granger-Hunter*”), and **Magna Water Company, an Improvement District**, a water and sewer improvement district organized and existing pursuant to the provisions of §17B-1-101, *et seq.*, U.C.A., 1953, as amended (hereinafter “*Magna*”). (Granger-Hunter and Magna are sometimes referred to herein individually as a “*District*” and collectively as the “*Districts*.”)

RECITALS:

WHEREAS, Granger-Hunter and Magna are both water and sewer improvement districts authorized to provide water and sewer service to the inhabitants of their respective service areas and share a common service area boundary along 7200 West, 3100 South, 6400 West Parkway Boulevard (2700 South) and 5600 West Street; and

WHEREAS, along the shared boundary of the Districts there are certain properties within the legal boundaries of Granger-Hunter which have historically been receiving services from Magna, and there are certain of properties within the legal boundaries of Magna which have historically been receiving services from Granger-Hunter (collectively, the “*Cross-Over Property*”); and

WHEREAS, pursuant to the authority of the Act, any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the Act; and

WHEREAS, both Districts would like to update and better document the arrangements by which these Cross-Over Services are being provided and managed; and

WHEREAS, the respective boards of trustees of Granger-Hunter and Magna have determined that it is in the best interest of both Districts for the present time to continue to cooperatively provide and manage the services (the “*Cross-Over Services*”), which are being provided by each District to the Cross-Over Property within the boundaries of the other District (the District providing the Cross-over Service being sometimes referred to herein as the “*Cross-over Service Provider*”), and to establish the procedure pursuant to which fees and charges are to be levied and collected as between the Districts, all subject to and in conformance with the terms and provisions of this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. CROSS-OVER WATER AND SEWER SERVICES.

(a) Granger-Hunter shall continue to provide to the Cross-Over Property located within Magna’s boundaries as shown in EXHIBIT “A” the Cross-Over Services listed in EXHIBIT “B” for each such property.

(b) Magna shall continue to provide to the Cross-Over Property located within Granger-Hunter’s boundaries as shown in EXHIBIT “C” the Cross-Over Services listed in EXHIBIT “D” for each such property.

(c) If either District hereafter desires to begin providing water and/or sewer services to the Cross-Over Property within its own boundaries which are currently being provided by the other District as the Cross-over Service Provider, the District requesting the change shall give the Cross-over Service Provider 60-days advance written notice of its intent to commence providing such services. The notice shall specifically identify the subject Cross-Over Property(ies) to be served, the service(s) to be provided, and the expected service start date. The Cross-over Service Provider shall coordinate with the

District requesting the change the actual physical transfer of such services, and the District requesting the change shall be solely responsible for any and all costs incurred by both Districts in making the change.

2. OWNERSHIP, OPERATION AND MAINTENANCE OF SYSTEM FACILITIES.

Each District shall own, and have the sole and separate responsibility and obligation to operate, maintain, repair and replace all main water distribution lines and laterals and all sewer collection lines and laterals, including all related equipment and facilities (collectively, the “*System Facilities*”), which are situated within its own boundaries as well as the System Facilities which are situated within the Cross-Over Property which is situated within the boundaries of the other District as identified in Section 1 herein.

3. WATER AND SEWER SERVICE CHARGES AND TAXES; COLLECTION.

(a) Fees and Charges. Each District shall have the sole and separate responsibility to impose and collect all applicable fees and charges due and owing by residents within the boundaries of their respective Districts and all customers within the Cross-Over Property receiving Cross-over Services from such District. Customers receiving Cross-over Services shall be charged for such services at the standard, published rate charged by the Cross-over Service Provider to customers within its own boundaries. Interest, late fees, and collection charges shall accrue on, and/or apply to, past due amounts in accordance with the rules and regulations of the Cross-over Service Provider.

(b) Property Taxes. The District that is providing Cross-Over Services within the Cross-Over Property shall charge the other District an amount equal to the property taxes that would have been levied (including general property taxes and taxes related to debt service) against the Cross-Over Property the same as if said property were situated within the boundaries of the District providing the Cross-Over Service. The District providing the Cross-over Service shall provide to the other District a written invoice for the taxes to be charged as provided herein, and payment shall be due thereon within 30 days of the date of said invoice.

4. PRIOR INTERLOCAL AGREEMENTS SUPERSEDED. Those certain interlocal agreements dated April 10, 1990, May 17, 1994, and February 8, 2005, previously entered into by the

Districts (collectively, the “*Prior Interlocal Agreements*”), which provide for management of services and improvements supplied by one District to the other, copies of which are on record at the offices of the respective Districts, are hereby replaced and superseded in their entirety by this Agreement.

5. TERM. This Agreement shall remain in force and effect for fifty (50) years from the Effective Date unless earlier terminated or amended by agreement of the Districts.

6. PROVISIONS PERTAINING TO THE ACT. In satisfaction of the requirements of the Act, the Districts agree as follows:

(a) Administration. This Agreement will be administered by the general managers of each District, or their designees.

(b) No Separate Entity Created. This Agreement does not create a separate entity and no joint budget will be established or maintained.

(c) No Property Interests. No real or personal property will be acquired, held, or disposed of or used in the joint cooperative undertaking provided for in this Agreement, except as otherwise expressly provided herein.

(d) This Agreement shall not take effect unless and until it has been approved by the governing boards of both Districts, as required by Section 11-13-202(2) of the Act; it has been submitted to the attorney authorized to represent each District for review as to proper form and compliance with law as required by 11-13-202.5 of the Act; and duly executed copies hereof have been filed with the keeper of records of each District during the term of this Agreement as required by 11-13-209 of the Act.

7. AMENDMENTS. This Agreement may only be changed, modified or amended, upon written agreement of the Districts.

8. INTEGRATION. This Agreement constitutes the entire agreement between the Districts pertaining to the subject matter hereof.

9. WAIVER. No failure by either District to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right of remedy consequent upon a breach thereof shall constitute a waiver of any breach or of such or any other covenant, agreement, term

or condition. Either District may, by notice delivered to the other District, but shall be under no obligation to, waive any duty, obligation or covenant of the other District. No waiver of any provision of this Agreement shall affect or alter any remaining obligation hereunder which shall be and remain in full force and effect.

10. INDEMNIFICATION.

(a) Obligation to Indemnify. Each District agrees to indemnify, defend and save harmless the other District from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the negligent acts, errors or omissions of its officers, agents, contractors or employees in any way related to their performance under this Agreement. In the event any claims are caused by the joint or concurrent negligence of the Districts, each District shall indemnify the other District only in proportion to that District's own negligence. Neither District shall be responsible for warranties, guarantees, fitness for a particular purpose or breach of fiduciary duty.

(b) Governmental Immunity. It is acknowledged that as governmental entities, both Districts are subject to the provisions of the Utah Governmental Immunity Act (the "*Immunity Act*"); and as such, the obligation of each District to indemnify the other District is subject to the requirements, obligations and limitations set forth in the Immunity Act, provided said Act applies to the action or omission giving rise to the protections in this Section. Each District shall maintain all privileges, immunities, and other rights granted by the Immunity Act, and nothing herein shall be construed as a waiver by either District of any defenses or limits of liability available under the Immunity Act or other applicable law. The indemnification obligations under this Section shall survive the expiration or termination of this Agreement.

11. FURTHER ACTION. The Districts hereby agree to execute and deliver such additional documents and to take such further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

12. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals first set forth above and all Exhibits referenced herein and attached hereto are hereby incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF, the Districts have caused this instrument to be executed as of the day and year first above written.

GRANGER-HUNTER IMPROVEMENT DISTRICT

By _____
Chair, Board of Trustees

APPROVED AS TO FORM:

Attorney for Granger-Hunter
Improvement District

MAGNA WATER COMPANY, an Improvement District

By _____
Chair, Board of Trustees

APPROVED AS TO FORM:

Attorney for Magna Water Company,
an Improvement District





GRANGER-HUNTER
IMPROVEMENT DISTRICT

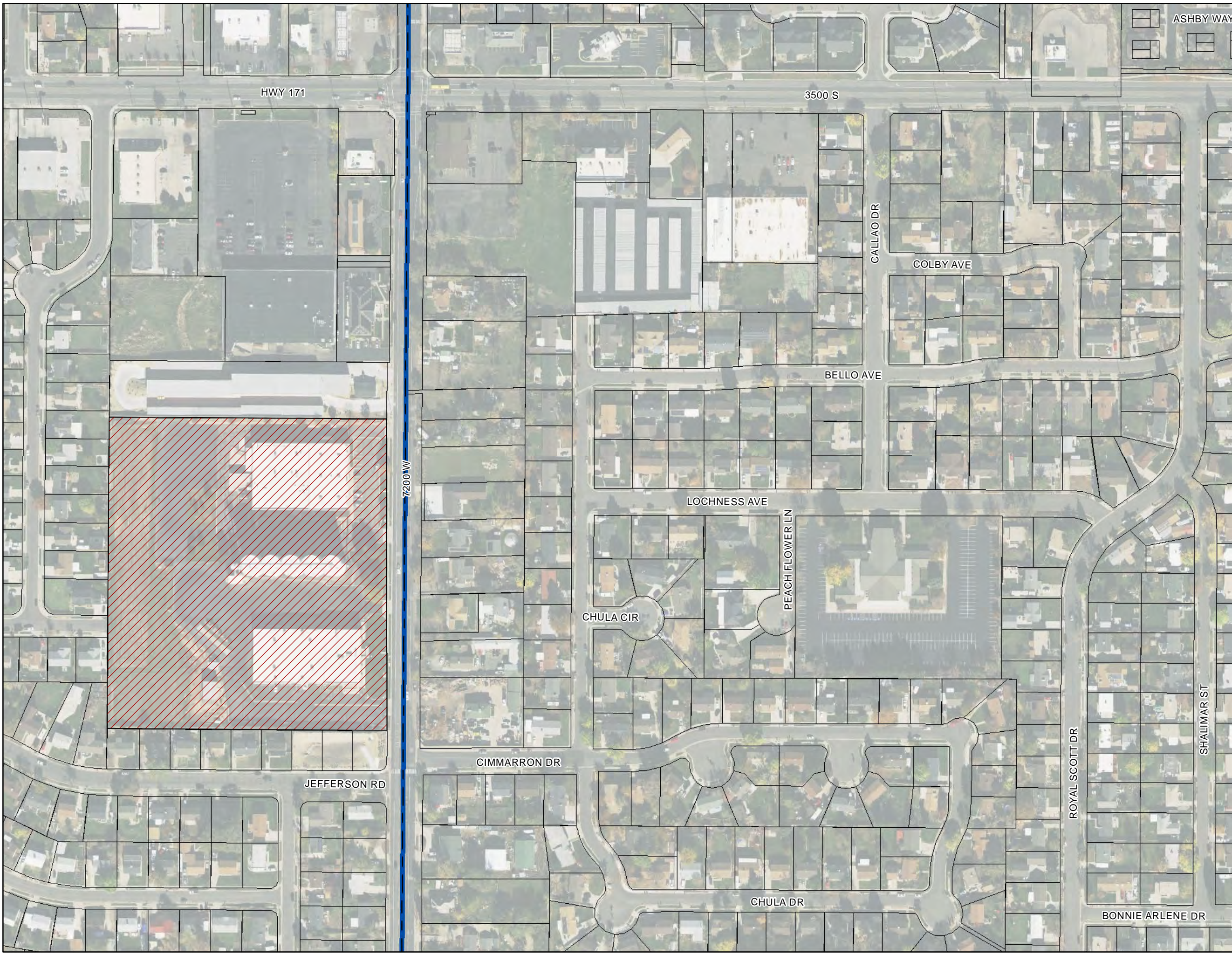
Amended and Restated Interlocal Agreement

Providing for Extra-Territorial
Water and Sewer Services

Exhibit "A"

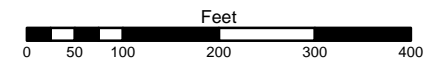
Legend

-  Boundary
-  Magna Parcels Serviced by GHID



Date: 12/5/2022

1 inch = 200 feet

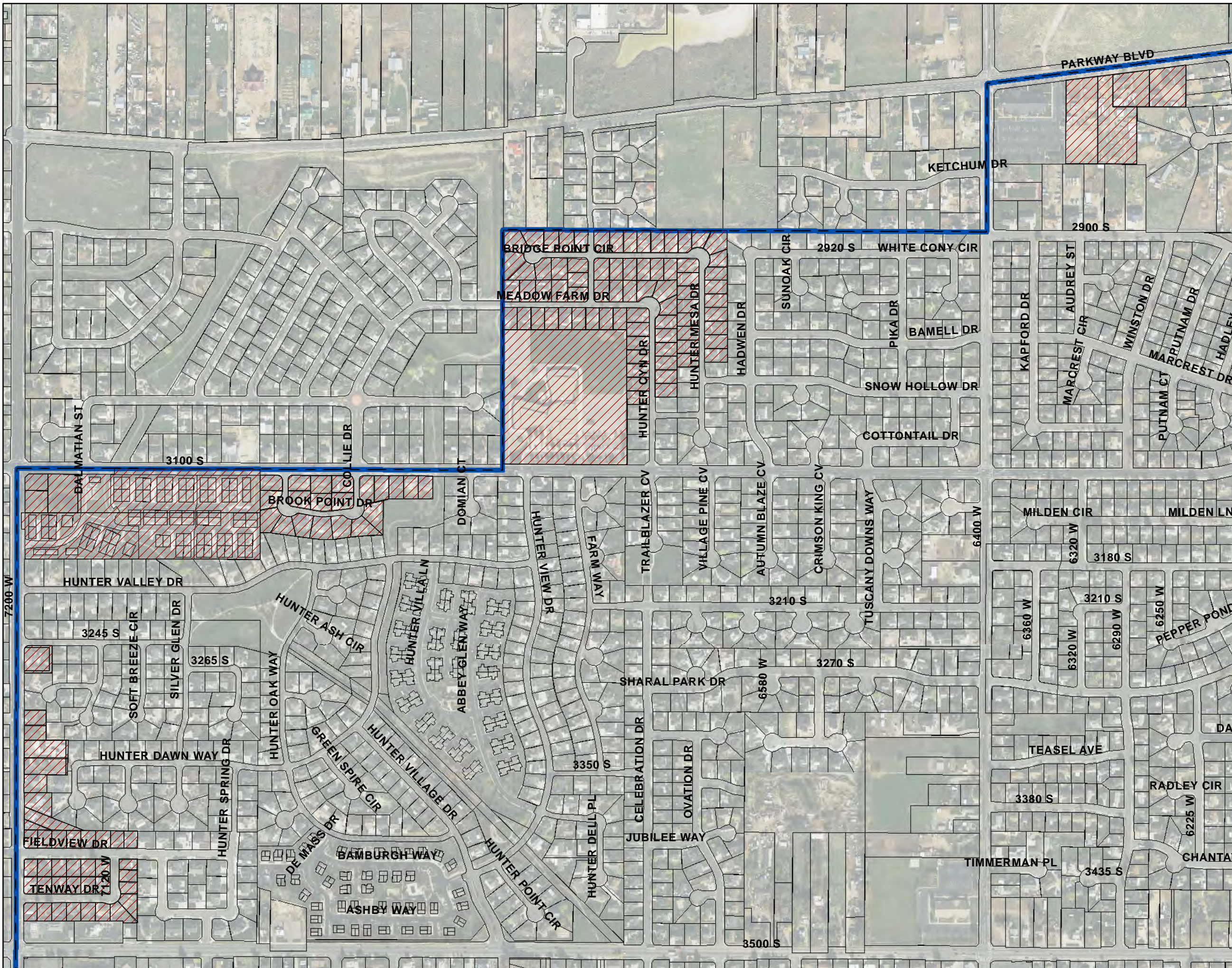


This data is provided for informational use only. Verify all utilities shown before design or construction. Granger-Hunter Improvement District makes no warranty or guarantee regarding the content, geographic accuracy, timeliness or completeness of this data. Imagery © 2020 HxGN Content Program, Hexagon

Exhibit "B"

Amended and Restated Interlocal Agreement

<u>Parcel ID</u>	<u>Address</u>	<u>Cross-Over Service Provided</u>	<u>Cross-Over Provider</u>	<u>Cross-Over Property</u>
14332280170000	3602-3648 S 7200 W	Water & Sewer	Granger_Hunter	Magna



GRANGER-HUNTER
IMPROVEMENT DISTRICT

Amended and Restated Interlocal Agreement

Providing for Extra-Territorial
Water and Sewer Services

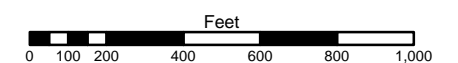
Exhibit "C"

Legend

- Boundary
- GHID Parcels Serviced by Magna



Date: 8/16/2023
1 inch = 500 feet



This data is provided for informational use only. Verify all utilities shown before design or construction. Granger-Hunter Improvement District makes no warranty or guarantee regarding the content, geographic accuracy, timeliness or completeness of this data. Imagery © 2020 HxGN Content Program, Hexagon

Exhibit "D"

Amended and Restated Interlocal Agreement

<u>Parcel ID</u>	<u>Address</u>	<u>Cross-Over Service Provided</u>	<u>Cross-Over Provider</u>	<u>Cross-Over Property</u>
14272510220000	2921 S HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272510230000	2929 S HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272550100000	2934 S HUNTER CREST DR	Sewer	Magna	Granger-Hunter
14272540230000	2936 S HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272510240000	2939 S HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272540240000	2944 S HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272550110000	2946 S HUNTER CREST DR	Sewer	Magna	Granger-Hunter
14272510250000	2951 S HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272540250000	2956 S HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272550160000	2958 S HUNTER CREST DR	Sewer	Magna	Granger-Hunter
14272510260000	2963 S HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272540160000	2967 S HUNTER CANYON DR	Sewer	Magna	Granger-Hunter
14272540260000	2968 S HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272530150000	2972 S HUNTER CANYON DR	Sewer	Magna	Granger-Hunter
14272510270000	2973 S HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272540270000	2978 S HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272540170000	2979 S HUNTER CANYON DR	Sewer	Magna	Granger-Hunter
14272510280000	2985 S HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272530160000	2986 S HUNTER CANYON DR	Sewer	Magna	Granger-Hunter
14272540280000	2988 S HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272540180000	2991 S HUNTER CANYON DR	Sewer	Magna	Granger-Hunter
14272510290000	2995 S HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272530170000	2996 S HUNTER CANYON DR	Sewer	Magna	Granger-Hunter
14272540290000	2998 S HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272540190000	3001 S HUNTER CANYON DR	Sewer	Magna	Granger-Hunter
14272510300000	3003 S HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272530180000	3008 S HUNTER CANYON DR	Sewer	Magna	Granger-Hunter
14272540300000	3008 S HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272540200000	3013 S HUNTER CANYON DR	Sewer	Magna	Granger-Hunter
14272530190000	3022 S HUNTER CANYON DR	Sewer	Magna	Granger-Hunter
14272540210000	3023 S HUNTER CANYON DR	Sewer	Magna	Granger-Hunter
14272530200000	3032 S HUNTER CANYON DR	Sewer	Magna	Granger-Hunter
14272540220000	3033 S HUNTER CANYON DR	Sewer	Magna	Granger-Hunter
14272530210000	3042 S HUNTER CANYON DR	Sewer	Magna	Granger-Hunter
14273010130000	3109 S 7200 W	Sewer	Magna	Granger-Hunter
14273330030000	3112 S COLLIE DR	Sewer	Magna	Granger-Hunter
14273010030000	3115 S 7200 W	Sewer	Magna	Granger-Hunter
14273300170000	3126 S BROOK POINT DR	Sewer	Magna	Granger-Hunter
14273300180000	3136 BROOK POINT DR	Sewer	Magna	Granger-Hunter
14273270210000	3133 S COLLIE DR	Sewer	Magna	Granger-Hunter
14273010860000	3139 S 7025 W	Sewer	Magna	Granger-Hunter
14273010880000	3141 S 7025 W	Sewer	Magna	Granger-Hunter

Exhibit "D"

Amended and Restated Interlocal Agreement

<u>Parcel ID</u>	<u>Address</u>	<u>Cross-Over Service Provided</u>	<u>Cross-Over Provider</u>	<u>Cross-Over Property</u>
14273010870000	3145 S 7025 W	Sewer	Magna	Granger-Hunter
14273010890000	3147 S 7025 W	Sewer	Magna	Granger-Hunter
14273010240000	3152 S OROMIA WY	Sewer	Magna	Granger-Hunter
14273010290000	3153 S OROMIA WY	Sewer	Magna	Granger-Hunter
14273010280000	3161 S OROMIA WY	Sewer	Magna	Granger-Hunter
14273040020000	3255 S 7200 W	Sewer	Magna	Granger-Hunter
14273510660000	3297 S 7200 W	Sewer	Magna	Granger-Hunter
14273510630000	3327 S 7200 W (1)	Sewer	Magna	Granger-Hunter
14273010160000	3167 S 7200 W (Club house)	Sewer	Magna	Granger-Hunter
14273510610000	3329 S 7200 W	Sewer	Magna	Granger-Hunter
14273510300000	3361 S 7200 W	Sewer	Magna	Granger-Hunter
14273510060000	3371 S 7200 W	Sewer	Magna	Granger-Hunter
14273510620000	3381 S 7200 W	Sewer	Magna	Granger-Hunter
14273520060000	3428 S 7120 W	Sewer	Magna	Granger-Hunter
14273530020000	3433 S 7120 W	Sewer	Magna	Granger-Hunter
14273520120000	3440 S 7120 W	Sewer	Magna	Granger-Hunter
14273530030000	3443 S 7120 W	Sewer	Magna	Granger-Hunter
14273530110000	3453 S 7120 W	Sewer	Magna	Granger-Hunter
14261270300000	6055 W PARKWAY BLVD	Sewer	Magna	Granger-Hunter
14272510210000	6642 W HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272510200000	6652 W HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272510190000	6662 W HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272540100000	6663 W HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272510180000	6672 W HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272540090000	6673 W HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272540150000	6673 W MEADOW FARM DR	Sewer	Magna	Granger-Hunter
14272510170000	6682 W HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272540080000	6683 W HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272540140000	6684 W MEADOW FARM DR	Sewer	Magna	Granger-Hunter
14272510160000	6694 W HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272540070000	6695 W HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272540130000	6696 W MEADOW FARM DR	Sewer	Magna	Granger-Hunter
14272530140000	6703 W MEADOW FARM DR	Sewer	Magna	Granger-Hunter
14272510150000	6706 W HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272540060000	6707 W HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272540120000	6708 W MEADOW FARM DR	Sewer	Magna	Granger-Hunter
14272530130000	6715 W MEADOW FARM DR	Sewer	Magna	Granger-Hunter
14272510140000	6716 W HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272540050000	6717 W HUNTER MESA DR	Sewer	Magna	Granger-Hunter
14272540110000	6718 W MEADOW FARM DR	Sewer	Magna	Granger-Hunter
14272530120000	6725 W MEADOW FARM DR	Sewer	Magna	Granger-Hunter

Exhibit "D"

Amended and Restated Interlocal Agreement

<u>Parcel ID</u>	<u>Address</u>	<u>Cross-Over Service Provided</u>	<u>Cross-Over Provider</u>	<u>Cross-Over Property</u>
14272550050000	6734 W BRIDGE POINT CIR	Sewer	Magna	Granger-Hunter
14272530110000	6737 W MEADOW FARM DR	Sewer	Magna	Granger-Hunter
14272550040000	6748 W BRIDGE POINT CIR	Sewer	Magna	Granger-Hunter
14272530100000	6749 W MEADOW FARM DR	Sewer	Magna	Granger-Hunter
14272550150000	6752 W MEADOW FARM DR	Sewer	Magna	Granger-Hunter
14272550090000	6753 W BRIDGE POINT CIR	Sewer	Magna	Granger-Hunter
14272530090000	6759 W MEADOW FARM DR	Sewer	Magna	Granger-Hunter
14272530010000	6760 W 3100 S (Gerald Wright Ele)	Sewer	Magna	Granger-Hunter
14272550030000	6762 W BRIDGE POINT CIR	Sewer	Magna	Granger-Hunter
14272550140000	6766 W MEADOW FARM DR	Sewer	Magna	Granger-Hunter
14272550080000	6767 W BRIDGE POINT CIR	Sewer	Magna	Granger-Hunter
14272530080000	6771 W MEADOW FARM DR	Sewer	Magna	Granger-Hunter
14272550020000	6774 W BRIDGE POINT CIR	Sewer	Magna	Granger-Hunter
14272550070000	6777 W BRIDGE POINT CIR	Sewer	Magna	Granger-Hunter
14272550130000	6778 W MEADOW FARM DR	Sewer	Magna	Granger-Hunter
14272530070000	6783 W MEADOW FARM DR	Sewer	Magna	Granger-Hunter
14272550010000	6786 W BRIDGE POINT CIR	Sewer	Magna	Granger-Hunter
14272550060000	6787 W BRIDGE POINT CIR	Sewer	Magna	Granger-Hunter
14272550120000	6792 W MEADOW FARM DR	Sewer	Magna	Granger-Hunter
14272530060000	6793 W MEADOW FARM DR	Sewer	Magna	Granger-Hunter
14273270200000	6863 W 3100 S	Sewer	Magna	Granger-Hunter
14273270190000	6875 W 3100 S	Sewer	Magna	Granger-Hunter
14273270180000	6889 W 3100 S	Sewer	Magna	Granger-Hunter
14273270170000	6901 W 3100 S	Sewer	Magna	Granger-Hunter
14273270160000	6913 W 3100 S	Sewer	Magna	Granger-Hunter
14273300230000	6921 W BROOK POINT DR	Sewer	Magna	Granger-Hunter
14273330060000	6932 W BROOK POINT DR	Sewer	Magna	Granger-Hunter
14273300220000	6933 W BROOK POINT DR	Sewer	Magna	Granger-Hunter
14273300210000	6949 W BROOK POINT DR	Sewer	Magna	Granger-Hunter
14273330020000	6951 W 3100 S	Sewer	Magna	Granger-Hunter
14273330050000	6952 W BROOK POINT DR	Sewer	Magna	Granger-Hunter
14273300200000	6971 W BROOK POINT DR	Sewer	Magna	Granger-Hunter
14273330010000	6973 W 3100 S	Sewer	Magna	Granger-Hunter
14273330040000	6974 W BROOK POINT DR	Sewer	Magna	Granger-Hunter
14273300190000	6983 W BROOK POINT DR	Sewer	Magna	Granger-Hunter
14273300160000	6995 W 3100 S	Sewer	Magna	Granger-Hunter
14273011000000	7011 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010810000	7012 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273011010000	7013 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010800000	7014 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010980000	7015 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010990000	7017 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter

Exhibit "D"

Amended and Restated Interlocal Agreement

<u>Parcel ID</u>	<u>Address</u>	<u>Cross-Over Service Provided</u>	<u>Cross-Over Provider</u>	<u>Cross-Over Property</u>
14273010790000	7022 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010780000	7024 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010960000	7025 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010770000	7026 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010970000	7027 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010760000	7028 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010940000	7029 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010950000	7031 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010840000	7037 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010850000	7038 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010920000	7041 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010750000	7042 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010930000	7043 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010740000	7044 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010900000	7045 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010730000	7046 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010830000	7046 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010820000	7047 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010910000	7047 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010720000	7048 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010530000	7056 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010540000	7058 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010640000	7058 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010630000	7059 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010690000	7061 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010510000	7062 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010700000	7063 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010520000	7064 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010670000	7065 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010680000	7067 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010610000	7069 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010620000	7072 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010490000	7076 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010660000	7077 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010500000	7078 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010590000	7081 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010470000	7082 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010600000	7082 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010650000	7083 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010480000	7084 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010580000	7088 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010570000	7089 W ADAMO DR	Sewer	Magna	Granger-Hunter

Exhibit "D"

Amended and Restated Interlocal Agreement

<u>Parcel ID</u>	<u>Address</u>	<u>Cross-Over Service Provided</u>	<u>Cross-Over Provider</u>	<u>Cross-Over Property</u>
14273010450000	7092 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010460000	7094 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010430000	7096 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010440000	7098 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010550000	7103 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010560000	7104 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010360000	7107 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273510170000	7108 W FIELDVIEW DR	Sewer	Magna	Granger-Hunter
14273530010000	7109 W FIELDVIEW DR	Sewer	Magna	Granger-Hunter
14273010410000	7112 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010420000	7114 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010390000	7116 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273010400000	7118 W ADAMO DR	Sewer	Magna	Granger-Hunter
14273510160000	7118 W FIELDVIEW DR	Sewer	Magna	Granger-Hunter
14273010350000	7119 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273530100000	7119 W TENWAY DR	Sewer	Magna	Granger-Hunter
14273010340000	7121 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010330000	7123 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010320000	7125 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273530090000	7125 W TENWAY DR	Sewer	Magna	Granger-Hunter
14273510150000	7128 W FIELDVIEW DR	Sewer	Magna	Granger-Hunter
14273010310000	7135 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273010300000	7137 W OROMIA VIEW DR	Sewer	Magna	Granger-Hunter
14273530080000	7137 W TENWAY DR	Sewer	Magna	Granger-Hunter
14273520110000	7138 W TENWAY DR	Sewer	Magna	Granger-Hunter
14273520050000	7139 W FIELDVIEW DR	Sewer	Magna	Granger-Hunter
14273510140000	7140 W FIELDVIEW DR	Sewer	Magna	Granger-Hunter
14273530070000	7149 W TENWAY DR	Sewer	Magna	Granger-Hunter
14273520100000	7150 W TENWAY DR	Sewer	Magna	Granger-Hunter
14273520040000	7151 W FIELDVIEW DR	Sewer	Magna	Granger-Hunter
14273510130000	7152 W FIELDVIEW DR	Sewer	Magna	Granger-Hunter
14273010270000	7157 W OROMIA WY	Sewer	Magna	Granger-Hunter
14273530060000	7161 W TENWAY DR	Sewer	Magna	Granger-Hunter
14273520090000	7162 W TENWAY DR	Sewer	Magna	Granger-Hunter
14273520030000	7163 W FIELDVIEW DR	Sewer	Magna	Granger-Hunter
14273510120000	7164 W FIELDVIEW DR	Sewer	Magna	Granger-Hunter
14273010230000	7172 W OROMIA WY	Sewer	Magna	Granger-Hunter
14273010260000	7173 W OROMIA WY	Sewer	Magna	Granger-Hunter
14273530050000	7173 W TENWAY DR	Sewer	Magna	Granger-Hunter
14273010220000	7174 W OROMIA WY	Sewer	Magna	Granger-Hunter
14273520080000	7174 W TENWAY DR	Sewer	Magna	Granger-Hunter
14273520020000	7175 W FIELDVIEW DR	Sewer	Magna	Granger-Hunter

Exhibit "D"

Amended and Restated Interlocal Agreement

<u>Parcel ID</u>	<u>Address</u>	<u>Cross-Over Service Provided</u>	<u>Cross-Over Provider</u>	<u>Cross-Over Property</u>
14273510110000	7176 W FIELDVIEW DR	Sewer	Magna	Granger-Hunter
14273010210000	7176 W OROMIA WY	Sewer	Magna	Granger-Hunter
14273010200000	7178 W OROMIA WY	Sewer	Magna	Granger-Hunter
14273010250000	7183 W OROMIA WY	Sewer	Magna	Granger-Hunter
14273530200000	7185 W TENWAY DR	Sewer	Magna	Granger-Hunter
14273010190000	7186 W OROMIA WY	Sewer	Magna	Granger-Hunter
14273520130000	7186 W TENWAY DR	Sewer	Magna	Granger-Hunter
14273520140000	7187 W FIELDVIEW DR	Sewer	Magna	Granger-Hunter
14273510650000	7188 W FIELDVIEW DR	Sewer	Magna	Granger-Hunter
14273010180000	7188 W OROMIA WY	Sewer	Magna	Granger-Hunter

UASD MEMBER APPOINTMENT

Board of Representatives
Member Appointment

As a member of the UASD, each district has the right to appoint one member, as well as an alternate (if the member is absent) to serve on the UASD Board of Representatives. As a member of the Board of Representatives, this individual is authorized by the Bylaws to vote on all items of business raised at the Annual Meeting of the Association held each year. The appointment of a Member and Alternate should be made by resolution of each district board.

Name of Member appointed to the UASD Board of Representatives: Clint Dilley

Name of Alternate Member appointed to the UASD Board of Representatives: Mick Sudbury

Date Member and Alternate were appointed by the District Board: September 21, 2023

Signature of Person supplying information: _____ Title: Controller

UASD 2024 ANNUAL MEMBERSHIP DUES SCHEDULE

Annual Operating Budget	Annual Dues
\$ 1 - 99,999	\$ 82
\$ 100,000 - 499,999	\$ 435
\$ 500,000 - 999,999	\$ 1089
\$ 1,000,000 - 1,499,999	\$ 1,634
\$ 1,500,000 - 1,999,999	\$ 2,176
\$ 2,000,000 - 2,499,999	\$ 2,905
\$ 2,500,000 - 2,999,999	\$ 3,625
\$ 3,000,000 - 3,499,999	\$ 4,351
\$ 3,500,000 - 3,999,999	\$ 5,085
\$ 4,000,000 - 4,499,999	\$ 5,809
\$ 4,500,000 - 4,999,999	\$ 6,535
\$ 5,000,000 - 5,499,999	\$ 7,256
\$ 5,500,000 - 5,999,999	\$ 7,978
\$ 6,000,000 - 6,499,999	\$ 8,701
\$ 6,500,000 - 6,999,999	\$ 9,425
\$ 7,000,000 - 7,999,999	\$ 10,155
\$ 8,000,000 - 8,999,999	\$ 10,887
\$ 9,000,000 - 14,999,999	\$ 12,000
\$ 15,000,000 - 29,999,999	\$ 13,500
\$ 30,000,000 - 49,999,999	\$ 15,000
\$ 50,000,000 - 69,999,999	\$ 16,500
\$ 70,000,000 - 99,999,999	\$ 18,000
\$ 100,000,000 +	\$ 19,500

(FOR UASD DUES PURPOSES, TOTAL OPERATING BUDGET DOES NOT INCLUDE DEPRECIATION, FUNDS DESIGNATED FOR THE PAYMENT OF PRINCIPAL AND INTEREST, PAYMENTS ON LONG-TERM DEBT, OR FUNDS DESIGNATED FOR MAJOR CAPITAL PROJECTS.)

	ANNUAL OPERATING BUDGET	TOTAL ANNUAL DUES
ANNUAL DUES CALCULATION	\$ 10,274,550	\$ 12,000
Payment Type: <input type="checkbox"/> Check <input type="checkbox"/> VISA <input type="checkbox"/> MasterCard <input type="checkbox"/> AMEX <input type="checkbox"/> Discover <input type="checkbox"/> Other		
Name on Card:	Card Number:	
Authorized Signature:	Security Code:	
Email address to receive receipt:	Expiration Date:	
Credit Card Billing Address:		
<i>Please enclose a check or credit-card information with this form and return to the UASD</i>		

Utah Association of Special Districts



UTAH ASSOCIATION OF SPECIAL DISTRICTS

UASD MEMBERSHIP INFORMATION SHEET

DISTRICT NAME: MAGNA WATER DISTRICT

STREET ADDRESS: 8885 W 3500 S, MAGNA, UT 84044

MAILING ADDRESS: (If different from street address) PO BOX 303

CITY: MAGNA ZIP: 84044 EMAIL: clintd@magnawater.com

PHONE: 801-250-2118 FAX: 801-250-1452 WEBSITE: www.magnawater.com

MAIN CONTACT: CLINT DILLEY TITLE: GENERAL MANAGER

SERVICES PROVIDED (Please check all that apply):

- | | | |
|---|--|---|
| <input type="checkbox"/> AMBULANCE | <input type="checkbox"/> HEALTH CARE/HOSPITAL | <input type="checkbox"/> RODEO |
| <input type="checkbox"/> ANIMAL CONTROL | <input checked="" type="checkbox"/> IRRIGATION | <input type="checkbox"/> SANITATION |
| <input type="checkbox"/> CARE CENTER | <input type="checkbox"/> LAW ENFORCEMENT | <input checked="" type="checkbox"/> SEWER |
| <input type="checkbox"/> CEMETERY | <input type="checkbox"/> LIGHTING | <input type="checkbox"/> SOIL CONSERVATION |
| <input type="checkbox"/> CONVENTION | <input type="checkbox"/> MOSQUITO | <input checked="" type="checkbox"/> SOLID WASTE |
| <input type="checkbox"/> DRAINAGE | <input type="checkbox"/> MUNICIPAL SERVICES | <input type="checkbox"/> TRANSPORTATION |
| <input type="checkbox"/> ELECTRIC | <input type="checkbox"/> MUSEUM | <input checked="" type="checkbox"/> WATER |
| <input type="checkbox"/> EMERGENCY SERVICES | <input type="checkbox"/> PARKS | <input type="checkbox"/> 911 DISPATCH |
| <input type="checkbox"/> EROSION CONTROL | <input type="checkbox"/> PUBLIC TRANSIT | <input type="checkbox"/> OTHER _____ |
| <input type="checkbox"/> FIRE PROTECTION | <input type="checkbox"/> RECREATION | |
| <input type="checkbox"/> FLOOD CONTROL | <input type="checkbox"/> ROAD MAINTENANCE | |

Please provide a list of management, staff and board members who wish to receive legislative updates, UASD news and other key information by email.
(email address is necessary to receive important updates and information via email.)

General Manager: Clint Dilley 801-250-2118 clintd@magnawater.com
Full Name Phone Email address

Controller : LeIsle Fitzgerald 801-250-2118 leisle@magnawater.com
Title Full Name Phone Email address

HR Manager : Andrew Sumsion 801-250-2118 andrews@magnawater.com
Title Full Name Phone Email address

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