DIABLO WATER DISTRICT

Public service is at the heart of everything we do.

Board Of Directors:
Paul Seger – *President*
Joe Kovalick – *Vice President*
Marilyn M. Tiernan | Jason Shaw | Conan Moats

General Manager: Dan Muelrath
General Counsel: Wes Miliband
Board Secretary: Nicole Kleven

AGENDA

The Special Meeting of the Board of Directors of Diablo Water District will be held on November 18, 2026 at 2:30 pm at the District's Corporation Yard, 3990 Main Street, Oakley, California. This meeting is being conducted in person and via webinar. Members of the public and District staff may attend the meeting via conference call / web using the credentials below. Members of the public will continue to have the opportunity to provide public input via the webinar or phone features.

Dial in Number: 1-949-346-1487

Conference ID: 831 436 148#

Or

Web Option: https://www.diablowater.gov/web-meeting-portal

Check your browsers' functionality or download the Microsoft Teams App prior to the meeting.

The District's agendas and supporting documents are available on the District's website: www.diablowater.gov, or by calling Nicole Kleven at (925) 237-6054. A fee may be charged for copies.

If you have special accommodation needs to attend the meeting, please provide at least two (2) working days' notice prior to the meeting by calling Nicole Kleven at (925) 237-6054.

1. Call to Order, Roll Call, and Pledge of Allegiance.

2. Public Input.

Anyone present may address the Board of Directors on any subject within the jurisdiction of Diablo Water District. If the subject item is on this Agenda, please hold public comment until the appropriate item.

Action Items

3. Consent Calendar.

It is recommended by the General Manager that these items, which are expected to be routine in nature and without controversy, be received and acted upon by the Board

without discussion. If any Board member or interested party requests that an item be removed from the Consent Calendar for discussion, it will be considered separately. *The consent calendar may be approved by a single motion to approve, followed by a second and then a call for vote.*

A. Minutes of the Regular Meeting of October 28, 2026.
Staff Recommendation: Approve.

4. Financial Reports.

Staff Recommendation: Approve warrant register 2026-10, ACH and Wire transactions for October 2026 and Monthly Financial Reports for September 2026.

5. Human Resources Regulation Updates.

Staff Recommendation: Adopt Resolution No. 2026-13 Amending Regulation Number 104, 105 and 114.

6. District Officers and Committee Positions.

Staff Recommendation: Designate Director Kovalick as Diablo Water District's primary voting representative and Director Moats as the alternate voting representative to ACWA JPIA and authorize the General Manager to complete and submit all necessary documentation to formalize these designations.

Discussion Items

7. Facilities Plan Update.

8. Theft of Water Regulation Updates.

9. Future Board Meetings and Agenda Items.

- Preliminary list of items for the next two months.
- Other items being tracked and awaiting a scheduled date.

Closed Session Items

10. Conference with Real Property Negotiators.
(Government Code § 54956.8)

Property Description: Jersey Island located in Contra Costa County.
Agency Negotiators: Diablo Water District General Manager Dan Muelrath and Jean-Marc Petit, Ironhouse/Reclamation District 830 Representative.
Under Negotiation: Price and Terms.

Action Items

11. Adjournment.

Posted this 13th day of November 2026.

Dan Muelrath

Dan Muelrath, General Manager

DIABLO WATER DISTRICT
November 18, 2026 Board Meeting
Item Number 3

TO: Each Director

FROM: Dan Muelrath

SUBJECT: Consent Calendar.

It is recommended by the General Manager that these items, which are expected to be routine in nature and without controversy, be received and acted upon by the Board without discussion. If any Board member or interested party requests that an item be removed from the Consent Calendar for discussion, it will be considered separately.

The consent calendar may be approved by a single motion to approve, followed by a second, and then a call for a vote.

A. Minutes of the Regular Meeting of October 28, 2026.
Staff Recommendation: Approve.

RECOMMENDATION:

Approve.

Dan Muelrath

Dan Muelrath
General Manager

Integrity

Board Of Directors:
Paul Seger – *President*
Joe Kovalick – *Vice President*
Marilyn M. Tiernan | Jason Shaw | Conan Moats

General Manager: Dan Muelrath
General Counsel: Wes Miliband
Board Secretary: Nicole Kleven

MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS OF
DIABLO WATER DISTRICT
HELD ON OCTOBER 28, 2026

The Regular Meeting of the Board of Directors of Diablo Water District was held on October 28, 2026, at 6:30 pm at the District's Corporation Yard, 3990 Main Street, Oakley, California, as noticed in the posted agenda.

1. Call to Order and Roll Call and Pledge of Allegiance.

The Regular Meeting of the Board of Directors of Diablo Water District (District) was called to order by President Seger at 6:33 pm on October 28, 2026.

Directors Present:	Seger, Kovalick, Tiernan, Shaw, Moats
Staff Present:	Dan Muelrath, Kait Knight, Nicole Kleven, Sophia Gonzales, Jennifer McCoy, Gino Padilla
General Counsel:	Wes Miliband (Miliband Water Law)
Others Present:	Bill Brick (CDM Smith), Allison C. Schutte (HansonBridgett), David Groves (Earth Partners), District Staff, Members of the Public

2. Public Input.

Anyone present may address the Board of Directors on any subject within the jurisdiction of Diablo Water District. If the subject item is on this Agenda, please hold public comment until the appropriate item.

None

Action Items

3. Consent Calendar.

It is recommended by the General Manager that these items, which are expected to be routine in nature and without controversy, be received and acted upon by the Board without discussion. If any Board member or interested party requests that an item be removed from the Consent Calendar for discussion, it will be considered separately. *The consent calendar may be approved by a single motion to approve, followed by a second and then a call for vote.*

A. Minutes of the Special Meeting of September 10, 2026.
Staff Recommendation: Approve.

B. Minutes of the Regular Meeting of September 23, 2026.
Staff Recommendation: Approve.

C. Annual Review of Investment Policy.
Staff Recommendation: Receive.

D. Acceptance of Facilities – Emerson Ranch Commercial.
Staff Recommendation: Adopt Resolution Number 2026 – 12.

E. Authorization to Execute Facilities Installation Agreement with Clyde Miles Construction Co., Inc. for Subdivision 8803 Brownstone Improvements.
Staff Recommendation: Authorize the General Manager to Execute the Agreement.

F. Authorization to Execute and Record Quitclaim Deed to include Lot 3 and existing waterline easement with Northpoint Oakley, LLC.
Staff Recommendation: Authorize the General Manager to execute the Quitclaim Deed.

Director Moats pulled item 3.E for discussion.

It was moved by Vice President Koalick, seconded by Director Shaw, and approved by the following vote to approve Consent Calendar items 3.A, 3.B, 3.C, 3.D, and 3.F.

AYES: Tiernan, Shaw, Moats, Kovalick, Seger
NOES: None
ABSTAIN: None

Following discussion, the item was moved by Vice President Kovalick, seconded by President Seger and approved by the following vote to approve Consent Calendar item 3.E.

AYES: Tiernan, Shaw, Kovalick, Seger
NOES: None
ABSTAIN: Moats

DRAFT

4. Financial Reports.

Staff Recommendation: Approve warrant register 2026-9, ACH and Wire transactions for September 2026 and Monthly Financial Reports for August 2026.

It was moved by Vice President Kovalick, seconded by Director Moats, and approved by the following vote to approve warrant register 2026-9, ACH and Wire transactions for September 2026 and Monthly Financial Reports for August 2026.

AYES: Tiernan, Shaw, Moats, Kovalick, Seger
NOES: None
ABSENT: None

5. Establish Two New Classifications Through Existing Budget Allocations.

Staff Recommendation: Approve.

It was moved by Vice President Kovalick, seconded by President Seger, and approved by the following vote to establish two new classifications through existing budget allocations.

AYES: Tiernan, Shaw, Moats, Kovalick, Seger
NOES: None
ABSENT: None

Discussion Items

6. Human Resources Regulation Updates.

The Board received an update on Regulations 104, 105, 106 and 114. Board consensus was to move Regulations 104, 105 and 114 to action at the November meeting and continue to discuss Regulation 106 at the December meeting.

7. Wellhead Treatment.

The Board received an update on Wellhead Treatment and will discuss it further at the Strategic Planning Meeting in January.

DRAFT

8. General Manager's Report.

- Water Supply Charts.
- Seismic Retrofit of Reservoirs.
- Recycled Water.

General Manager Muelrath reported on the current water supply, updates on the seismic retrofits of the reservoirs and the recycled water agreement with ISD.

9. District Engineer's Report.

Bill Brick (CDM Smith) provided an overview of current District projects.

10. District Counsel's Report.

General Counsel Miliband reported out on legislation as it pertains to the interests of the District.

11. Directors' Reports.

- Representative verbal reports.
- Other items as needed.

Director Tiernan reported on the City of Oakley and Contra Costa Water District meetings. She also reported attendance for the Human Resources Ad Hoc.

President Seger reported on the Ironhouse Sanitary District meetings and the Jersey Island Ad Hoc.

Vice President Kovalick reported dates for the Jersey Island Ad Hoc.

Director Shaw reported on the Human Resources Ad Hoc meeting.

12. Future Board Meetings and Agenda Items.

- Preliminary list of items for the next two months.
- Other items being tracked and awaiting a scheduled date.

DRAFT

Closed Session Items

13. Conference with Real Property Negotiators.
(Government Code § 54956.8)

Property Description: Jersey Island located in Contra Costa County.
Agency Negotiators: Diablo Water District General Manager Dan Muelrath and Jean-Marc Petit, Ironhouse/Reclamation District 830 Representative.
Under Negotiation: Price and Terms.

Conference with Real Property Negotiators.
(Gov. Code § 54956.8)

Property Description: Recycled Water Rights and Supplies.
Agency Negotiators: Diablo Water District General Manager Dan Muelrath and Ironhouse Sanitary District General Manager, Jean-Marc Petit.
Under Negotiation: Price and Terms.

No reportable actions.

Action Items

14. Adjournment.

President Seger adjourned the meeting at 10:05 pm.

Nicole Kleven, Board Secretary

DRAFT

DIABLO WATER DISTRICT
November 18, 2026 Board Meeting
Item Number 4

TO: Each Director

FROM: Jennifer McCoy, Finance & Accounting Manager

SUBJECT: Financial Reports.

Items included for discussion:

- Warrant Register Number:
  - 2026-10
  - ACH and Wire Transactions – October 2026

- Payable items $125,000 or more, explained in more detail:
  - CCWD - $217,433.00 – RBWTP Operating Costs (October)
  - CCWD - $662,797.19 – Water Purchases (September Water)

- Monthly Financial Statements
  - September 2026 Report

RECOMMENDATION:

Approve warrant register 2026-10, ACH and Wire transactions for October 2026 and Monthly Financial Reports for September 2026.

Jennifer McCoy

Jennifer McCoy
Finance & Accounting Manager

Attachments: Warrant Register 2026-10
ACH and Wire Transactions for October 2026
Monthly Financial Report September 2026

Quality Integrity

DIABLO WATER DISTRICT

Warrant Register 2026 - 10

November 18, 2026

Check Numbers	Detail	Amount
October AP Checks 1412-1463	See Detail Check Register	192,224.93
October Utility Billing Refund Checks 1464-1489	See Detail Check Register	5,109.50
October AP Checks 1490-1541	See Detail Check Register	1,194,944.33
Payroll Direct Deposit Employees	October Payroll Direct Deposit	249,932.19
TOTAL WARRANTS		1,642,210.95

The foregoing Accounts Payable Warrants 1412 - 1541, payroll for October 2026, Federal, State Income Taxes withheld and retirement are hereby approved for payment.

_____ General Manager

_____ Director

_____ Director

_____ Director

_____ Director

_____ Director

Signatures Required: General Manager and minimum of three (3) Directors

Check Register

Diablo Water District, CA

Packet: APPKT01194 - OCTOBER 2026 WARRANTS - 10/13/26 - SP

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: FIVE STAR AP-FIVE STAR AP Bank						
AANTEX01	AANTEX PEST CONTROL	10/13/2026	Regular	0.00	345.00	1412
ACWAHPIT	ACWA/JPIA	10/13/2026	Regular	0.00	15,919.76	1413
ASSC	AIR SYSTEMS SERVICE & CONSTRUCT	10/13/2026	Regular	0.00	1,308.88	1414
ALL STAR FORD	ALL STAR FORD	10/13/2026	Regular	0.00	379.77	1415
ALTAMONT	ALTAMONT LANDSCAPE INC	10/13/2026	Regular	0.00	2,047.00	1416
ABM	ANTIOCH BUILDING MATERIAL	10/13/2026	Regular	0.00	190.78	1417
AQUA	AQUA METRIC	10/13/2026	Regular	0.00	5,584.62	1418
BADGER	BADGER METER	10/13/2026	Regular	0.00	300.00	1419
BAVCO	BAVCO	10/13/2026	Regular	0.00	2,292.75	1420
BRI	BENDER ROSENTHAL INCORPORATEI	10/13/2026	Regular	0.00	1,330.00	1421
BIGBLUMB	BIG B LUMBER	10/13/2026	Regular	0.00	130.38	1422
NAPA	BRENTWOOD AUTO PARTS INC	10/13/2026	Regular	0.00	130.16	1423
BSSM	BUILDING SERVICES SYSTEM MAINTE	10/13/2026	Regular	0.00	2,215.00	1424
CCSDA	CCSDA	10/13/2026	Regular	0.00	150.00	1425
CITYOFBW	CITY OF BRENTWOOD	10/13/2026	Regular	0.00	337.20	1426
CCC - TAX COLLECTOR	CONTRA COSTA COUNTY TAX COLLE	10/13/2026	Regular	0.00	798.90	1427
CCWD-RB	CONTRA COSTA WATER DIST	10/13/2026	Regular	0.00	11,837.67	1428
COMCOL01	CREDIT CONSULTING SER INC	10/13/2026	Regular	0.00	133.82	1429
BOWERS, D	DANNY BOWERS	10/13/2026	Regular	0.00	255.18	1430
DATA INSTINCTS	DATA INSTINCTS	10/13/2026	Regular	0.00	2,145.00	1431
DELTACRANE	DELTA CRANE	10/13/2026	Regular	0.00	1,085.00	1432
EAGLE CITY	EAGLE CITY	10/13/2026	Regular	0.00	1,756.67	1433
EBERT	EBERT ENTERPRISES, INC	10/13/2026	Regular	0.00	9,165.09	1434
FOSTER	FOSTER & FOSTER INC.	10/13/2026	Regular	0.00	9,700.00	1435
HILLCHEM	HILL BROTHERS CHEMICAL CO	10/13/2026	Regular	0.00	1,231.10	1436
HOMEDEPOT	HOME DEPOT CREDIT SERVICES	10/13/2026	Regular	0.00	325.16	1437
INFOSEND	INFOSEND	10/13/2026	Regular	0.00	6,886.36	1438
INSIGHT	INSIGHT PUBLIC SECTOR, INC	10/13/2026	Regular	0.00	41.95	1439
LUHDORFF	LUHDORFF & SCALMANINI,	10/13/2026	Regular	0.00	878.75	1440
MCCAULEY	MCCAULEY AGRICULTURAL & PEST S	10/13/2026	Regular	0.00	300.00	1441
MCCI	MCCI, LLC	10/13/2026	Regular	0.00	881.59	1442
YERAKA	MIKE YERAKA	10/13/2026	Regular	0.00	255.18	1443
OAKDISP0	MT DIABLO	10/13/2026	Regular	0.00	548.60	1444
OAKDISP0	MT DIABLO	10/13/2026	Regular	0.00	46.25	1445
NCBPA	NORTHERN CALIFORNIA BACKFLOW	10/13/2026	Regular	0.00	695.00	1446
NCBPA	NORTHERN CALIFORNIA BACKFLOW	10/13/2026	Regular	0.00	695.00	1447
OKLYACE	OAKLEY ACE HARDWARE	10/13/2026	Regular	0.00	1,511.85	1448
	Void	10/13/2026	Regular	0.00	0.00	1449
	Void	10/13/2026	Regular	0.00	0.00	1450
PAULSAUT	PAUL ROLANDELLI'S MOBILE SERVIC	10/13/2026	Regular	0.00	866.07	1451
PURPOSE BUILT	PURPOSE BUILT TRADE CO	10/13/2026	Regular	0.00	1,720.19	1452
SCHEER	SCHEER SECURITY	10/13/2026	Regular	0.00	300.00	1453
WEBSOFT	SPRINGBROOK HOLDING COMPANY,	10/13/2026	Regular	0.00	49,113.00	1454
STALLS	STALLS & STRIPES	10/13/2026	Regular	0.00	13,400.00	1455
STAPLES	STAPLES CREDIT PLAN	10/13/2026	Regular	0.00	536.73	1456
EARTH PARTNERS	THE EARTH PARTNERS, LLC	10/13/2026	Regular	0.00	28,000.00	1457
ULINE	ULINE	10/13/2026	Regular	0.00	2,152.39	1458
UNDERGR	UNDERGROUND REPUBLIC WATER V	10/13/2026	Regular	0.00	3,397.80	1459
PVS01	UNIVAR USA INC	10/13/2026	Regular	0.00	5,175.00	1460
UFI	URBAN FUTURES, INC.	10/13/2026	Regular	0.00	3,000.00	1461
VIKINGSHRED	VIKING SHRED	10/13/2026	Regular	0.00	70.99	1462

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
WATERSAV	WATERSAVERS IRRIGATION	10/13/2026	Regular	0.00	657.34	1463

Bank Code FIVE STAR AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	73	50	0.00	192,224.93
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	73	**52**	**0.00**	**192,224.93**

Diablo Water District, CA

Refund Check Register

Refund Check Detail

UBPKT08290 - OCTOBER 2026 WATER REFUNDS - SP

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
012-02485-03	CUTINO, JOHN	10/20/2026	1464	52.69			52.69	Refund
013-06827-03	COOK, MARLA	10/20/2026	1465	157.63			157.63	Refund
024-09866-07	TRICON SFR 2023-2 BORROWER LLC	10/20/2026	1466	86.91			86.91	Refund
026-09121-05	RICHTER, UDO	10/20/2026	1467	186.44			186.44	Refund
028-11148-04	JOHNSEN, KIMBERLY	10/20/2026	1468	50.37			50.37	Refund
099-08869-19	GRADETECH INC	10/20/2026	1469	1,485.29			1485.29	Refund
099-08869-20	DEL BARBA RANCH	10/20/2026	1470	844.02			844.02	Refund
102-02610-08	SISON, LORINA AND JOEL	10/20/2026	1471	72.61			72.61	Refund
103-04894-04	PATANAG, APRIL	10/20/2026	1472	157.04			157.04	Refund
106-13276-03	SEILER, BRENT	10/20/2026	1473	164.54			164.54	Refund
109-12842-03	BEST PROPERTY MANAGEMENT	10/20/2026	1474	91.70			91.70	Refund
110-00926-06	TRICON SFR 2023-2 BORROWER LLC	10/20/2026	1475	65.30			65.30	Refund
111-03601-01	OAKLEY GARDENS LLC	10/20/2026	1476	100.00			100.00	Refund
114-06887-03	RIDGEWATER REAL ESTATE SERVICES	10/20/2026	1477	65.78			65.78	Refund
117-12971-00	LEGACY BUILDERS, INC.	10/20/2026	1478	478.50			478.50	Refund
118-01611-07	NORTH STATE FINANCIAL, INC	10/20/2026	1479	85.59			85.59	Refund
118-07257-13	LIU, ANDREW	10/20/2026	1480	70.57			70.57	Refund
119-02020-01	ODELL, GABRIELA	10/20/2026	1481	90.75			90.75	Refund
119-03011-05	ROMARCO PROPERTIES	10/20/2026	1482	83.55			83.55	Refund
124-09432-12	REDDY, BANDI	10/20/2026	1483	60.62			60.62	Refund
125-01058-06	KOLEJ, MATTHEW	10/20/2026	1484	168.30			168.30	Refund
125-01209-07	CIRIMELE, LAUREN	10/20/2026	1485	49.80			49.80	Refund
125-01270-07	LAN, HAIYAN	10/20/2026	1486	94.11			94.11	Refund
125-02931-05	AMICK, LORETTA	10/20/2026	1487	200.31			200.31	Refund
134-11531-02	MURRAY, RHONDA	10/20/2026	1488	132.77			132.77	Refund
134-11655-05	XUE, YUEXIA	10/20/2026	1489	14.31			14.31	Refund
Total Refunds: 26			**Total Refunded Amount:**	5,109.50				

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credits	5109.50
Revenue Total:	5109.50

Check Register

Diablo Water District, CA

Packet: APPKT01208 - 10/28/26 OCTOBER WARRANTS SP

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: FIVE STAR AP-FIVE STAR AP Bank						
CCCEFCU0	1st NORTHERN CA	10/28/2026	Regular	0.00	3,000.00	1490
ACCBUS	ACC BUSINESS	10/28/2026	Regular	0.00	608.78	1491
ACWAHPIT	ACWA/JPIA	10/28/2026	Regular	0.00	76,802.84	1492
ALLSTAR1	ALL STAR RENTS	10/28/2026	Regular	0.00	146.91	1493
AMAZON	AMAZON CAPITAL SERVICES	10/28/2026	Regular	0.00	4,855.44	1494
	Void	10/28/2026	Regular	0.00	0.00	1495
	Void	10/28/2026	Regular	0.00	0.00	1496
AQUA	AQUA METRIC	10/28/2026	Regular	0.00	6,565.56	1497
ACWA01	ASSOCIATION OF CALIFORNIA WATE	10/28/2026	Regular	0.00	26,555.00	1498
AT&TUVRS	AT&T	10/28/2026	Regular	0.00	216.95	1499
CALNET	AT&T	10/28/2026	Regular	0.00	484.11	1500
AT&T MOB	AT&T MOBILITY	10/28/2026	Regular	0.00	34.72	1501
BAVCO	BAVCO	10/28/2026	Regular	0.00	7,579.88	1502
BIGBLUMB	BIG B LUMBER	10/28/2026	Regular	0.00	109.01	1503
NAPA	BRENTWOOD AUTO PARTS INC	10/28/2026	Regular	0.00	293.50	1504
CSDA	CALIFORNIA SPECIAL	10/28/2026	Regular	0.00	10,513.00	1505
CDM01	CDM SMITH	10/28/2026	Regular	0.00	19,151.11	1506
CITYOFBW	CITY OF BRENTWOOD	10/28/2026	Regular	0.00	4,355.92	1507
COMCAST2	COMCAST	10/28/2026	Regular	0.00	366.57	1508
CCWD-RB	CONTRA COSTA WATER DIST	10/28/2026	Regular	0.00	217,433.00	1509
CCWD01	CONTRA COSTA WATER DIST	10/28/2026	Regular	0.00	662,797.19	1510
CORE&MAIN	CORE & MAIN	10/28/2026	Regular	0.00	145.87	1511
COUNTY ASPHALT	COUNTY ASPHALT LLC	10/28/2026	Regular	0.00	668.16	1512
CCC - PUBLIC WORKS	COUNTY OF CONTRA COSTA - PUBLI	10/28/2026	Regular	0.00	2,503.71	1513
DUBOIS	DUBOIS CHEMICALS INC	10/28/2026	Regular	0.00	514.60	1514
EKIENVIR	EKI ENVIRONMENT & WATER, INC.	10/28/2026	Regular	0.00	11,534.90	1515
FREEMAN	FREEMAN MICHAELS CONSULTING, I	10/28/2026	Regular	0.00	3,075.00	1516
GOBLE	GOBLE SAMPSON ASSOCIATES, INC	10/28/2026	Regular	0.00	784.07	1517
HANSON	HANSON BRIDGETT LLP	10/28/2026	Regular	0.00	1,392.00	1518
USABLUE	HD SUPPLY FACILITIES MAIN	10/28/2026	Regular	0.00	1,068.40	1519
KONICA	KONICA MINOLTA BUSINESS	10/28/2026	Regular	0.00	265.66	1520
LINE-X KUSTOMS	LINE-X KUSTOMS	10/28/2026	Regular	0.00	4,191.63	1521
MCCAMP01	MCCAMPBELL ANALYTICAL INC	10/28/2026	Regular	0.00	1,210.00	1522
MCCAULEY	MCCAULEY AGRICULTURAL & PEST S	10/28/2026	Regular	0.00	300.00	1523
MILIBAND	MILIBAND WATER LAW	10/28/2026	Regular	0.00	22,262.40	1524
MITCHELL	MITCHELL CHADWICK	10/28/2026	Regular	0.00	2,062.38	1525
PACG&E01	PACIFIC GAS & ELECTRIC CO	10/28/2026	Regular	0.00	27,942.84	1526
PAULSAUT	PAUL ROLANDELLI'S MOBILE SERVIC	10/28/2026	Regular	0.00	364.86	1527
PURPOSE BUILT	PURPOSE BUILT TRADE CO	10/28/2026	Regular	0.00	229.44	1528
RIVER	RIVER DELTA CONSULTING	10/28/2026	Regular	0.00	1,125.00	1529
STANDINS	STANDARD INSURANCE CO	10/28/2026	Regular	0.00	4,063.85	1530
TELSTAR1	TELSTAR INSTRUMENTS, INC	10/28/2026	Regular	0.00	2,740.50	1531
BARCLAYS	THOMSON REUTERS - WEST PAYMEI	10/28/2026	Regular	0.00	134.91	1532
TYLERTEC	TYLER TECHNOLOGIES INC	10/28/2026	Regular	0.00	30,010.15	1533
UNDERGR	UNDERGROUND REPUBLIC WATER V	10/28/2026	Regular	0.00	17,936.89	1534
VANDER	VAN DERMYDEN MAKUS LAW CORP	10/28/2026	Regular	0.00	7,362.06	1535
VERIZON	VERIZON WIRELESS	10/28/2026	Regular	0.00	2,621.94	1536
	Void	10/28/2026	Regular	0.00	0.00	1537
VIKINGSHRED	VIKING SHRED	10/28/2026	Regular	0.00	147.98	1538
VSP	VISION SERVICE PLAN	10/28/2026	Regular	0.00	704.43	1539
WATERSAV	WATERSAVERS IRRIGATION	10/28/2026	Regular	0.00	301.46	1540

Check Register **Packet: APPKT01208-10/28/26 OCTOBER WARRANTS SP**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
WEX BANK - CHEVRON	WEX BANK	10/28/2026	Regular	0.00	5,409.75	1541

Bank Code FIVE STAR AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	70	49	0.00	1,194,944.33
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	70	**52**	**0.00**	**1,194,944.33**

Diablo Water District, CA

Payroll Check Register

Checks

Pay Period: 9/27/2026-10/26/2026

Packet: PYPKT00696 - OCTOBER 2026 10-27-26 LP
Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Check Type	Date	Amount	Number

***** No Checks Created In This Packet *****

Diablo Water District, CA

Payroll Check Register

Direct Deposits

Pay Period: 9/27/2026-10/26/2026

Packet: PYPKT00696 - OCTOBER 2026 10-27-26 LP
Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Date	Amount	Number
ALVARADO, HECTOR A	A85	10/30/2026	5,570.63	95
ALVARADO, HECTOR A	A85	10/30/2026	150.00	95
ALVARADO, HECTOR A	A85	10/30/2026	635.63	95
CRAWFORD, CHAD D	C09	10/30/2026	7,516.28	96
COZART, LORI	C74	10/30/2026	4,705.99	97
CARRANZA GUTIERREZ, EDUARDO	C93	10/30/2026	6,463.32	98
CASTILLO, JORDAN	C94	10/30/2026	5,829.42	99
DEJESUS, HUNTER J	D10	10/30/2026	7,492.42	100
FORD, WILLOW	F01	10/30/2026	500.00	101
FORD, WILLOW	F01	10/30/2026	6,030.66	101
GONZALEZ, JORGE R	G17	10/30/2026	12,529.15	102
GROOVER, MATTHEW J	G21	10/30/2026	7,207.48	103
GONZALES, SOPHIA M	G91	10/30/2026	11,030.60	104
HERRERA, JOHN P	H02	10/30/2026	7,943.48	105
IMMEKUS, KARRYN K	I82	10/30/2026	4,343.39	106
KNIGHT, KATHLEEN M	K24	10/30/2026	11,923.45	107
KLEVEN, NICOLE	K81	10/30/2026	5,104.65	108
McCOY, JENNIFER	L21	10/30/2026	14,830.86	109
LIRA, MICHAEL	L28	10/30/2026	13,472.24	110
LEYBA, SANDRA	L85	10/30/2026	9,103.58	111
MENDOZA MENDOZA, ATANACIO	M20	10/30/2026	9,467.64	112
MILINA, CHERI	M21	10/30/2026	8,565.84	113
MUELRATH, DANIEL B	M22	10/30/2026	19,053.44	114
PADILLA, GINO L	P02	10/30/2026	7,415.86	115
PLOWMAN, SHELBY	P24	10/30/2026	6,642.39	116
POSADA, LAUREN A	P89	10/30/2026	8,810.07	117
BALESTERI, REBECCA	R20	10/30/2026	8,584.72	118
ROMERO, LUIS J	R22	10/30/2026	9,329.74	119
ROSALES, PAOLA	R94	10/30/2026	6,073.82	120
SORIANO, TATIANA S	S01	10/30/2026	978.91	121
VELAZQUEZ, CAMILO R	V01	10/30/2026	8,220.98	122
WEAVER, WAYNE A	W27	10/30/2026	14,405.55	123

Diablo Water District, CA

Payroll Check Register
Report Summary

Pay Period: 9/27/2026-10/26/2026

Packet: PYPKT00696 - OCTOBER 2026 10-27-26 LP
Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	32	249,932.19
Total	**32**	**249,932.19**

DIABLO WATER DISTRICT

Banking Activity for October 2026

November 18, 2026

TRANSACTION TYPE	DATE	PAYABLE TO	DESCRIPTION	AMOUNT
Electronic Debit	10/01/26	State of Idaho	State of Idaho Withholding - September 2026 Payroll Deduction	576.00
Electronic Debit	10/01/26	CalPERS	CalPERS Retirement Contributions - September 2026 Payroll	70,458.29
Electronic Debit	10/01/26	CalPERS	SIP 457 Deferred Comp - September 2026 Payroll Deductions	9,667.41
Electronic Debit	10/01/26	Lincoln Financial	SIP 457 Deferred Comp - September 2026 Payroll Deductions	4,242.30
Electronic Debit	10/01/26	State EDD	State Withholding - September 2026 Payroll	18,588.74
Electronic Debit	10/02/26	Global Payments	Credit Card Processing Fees - Open Edge (September 2026)	22,630.57
Electronic Debit	10/14/26	US Bank	October 2026 Credit Card Payment	12,205.20
Electronic Debit	10/26/26	Multibank	New Investment - US Bank Corporate Bond	250,000.00
Electronic Debit	10/30/26	IRS	October 2026 Payroll Taxes (Fed/Medi/SS)	87,815.32
Electronic Debit	10/30/26	DWD Direct Deposit	Payroll October 2026 - Direct Deposit (See Warrant Reg)	249,932.19
		TOTAL ACTIVITY		726,116.02

The above Banking Transactions for October 2026 were given to the Board of Directors for their review as part of the November 18, 2026 Board Meeting.

Jennifer McCoy

Jennifer McCoy
Finance & Accounting Manager

11/3/2026
Date

DIABLO WATER DISTRICT
MONTHLY FINANCIAL REPORT
FOR PERIOD SEPTEMBER 1, 2026 TO SEPTEMBER 30, 2026

Balance as of August 31, 2026		***$29,152,837.15***
Receipts, September 2026		
Operating	2,235,524.29	
Non-Operating (MERA, Admin, Inspection & Eng Fees & Contract Services)	51,069.94	
Facilities Reserve	127,963.00	
Interest		
General	30,552.10	
MERA	2,016.53	
Facilities Reserve	17,965.92	
Investment activity (+ or -)	(53,339.61)	
Disbursements, September 2026		
Operating	(3,037,982.68)	
Facilities Reserve	(360,812.14)	
Quarterly Bank Analysis Charges	0.00	
Balance as of September 30, 2026		***$28,165,794.50***

FUNDS (as of close of business on September 30, 2026)			AMOUNT
District General Fund			9,933,106.56
Restricted funds			
2019 Series Held in Trust by US Bank			0.00
2022 Loan Project Funds - LAIF Account			0.00
2026 Series Held in Trust by US Bank			5,610,218.41
Facilities Reserve (*AB-1600 Requirements*)			7,519,331.06
Designated Funds			
Rate Stabilization Fund (Target $1M)			1,000,000.00
Reserve Fund - Capital Reserve (Target $2M by 2027)			2,000,000.00
Reserve Fund - Emergency Reserve (Target $3M by 2033)			0.00
Main Extension Reimbursement (MERA)			891,025.37
Knightsen Well System (M25)			49,012.45
Willow Park Marnia Well System (M27)			101,710.79
Customer Deposits			395,325.00
Developer Admin, Inspection & Eng Deposit Totals			68,607.11
Current Active Projects	$	76,934.18	
Archived Projects	$	-	
Projects on Hold	$	70,762.41	
Closing out Projects	$	(79,089.48)	
Subdivision #4990 Phase 3 Bond Deposit			300,000.00
51 Carol Lane Performance Bond			105,000.00
Substandard Street Deposit			
Future Relocation of Bethel Island Road Offsite Waterline			192,000.00
District's Portion of Investment			457.75
TOTAL			***$28,165,794.50***

DIABLO WATER DISTRICT
MONTHLY FINANCIAL REPORT
FOR PERIOD SEPTEMBER 1, 2026 TO SEPTEMBER 30, 2026

INVESTMENTS/BANK ACCOUNTS

(as of close of business on September 30, 2026)

INSTITUTION		PAR VALUE	RATE OF INTEREST	MARKET VALUE
California Local Agency Investment Fund	*		3.908	9,019,910.79
BMO, General Checking Account	*			8,426.07
Five Star Bank - General Operating Account				6,745,913.42
US Bank - 298466000 *Held US Bank* - Value with Interest Earnings/COP 2026				5,610,218.41
US Bank 298466001 (Green Bonds) Project Fund - Series 2026		5,610,163.86	Varies	
US Bank 298466002 (Green Bonds) Certificate Payment Fund - Series 2026		54.55	Varies	
MBS RMB-028036 *Held Bank of New York* - Value with Interest Earnings				6,781,325.81
MD 11/27/26 052392CC9 Austin Telco Fed Cr Un Tex Sc/CD		200,000.00	5.05	
MD 01/29/27 42869G-AA-4 Hickam Fed Cr Un Honolulu Hawaii SH/CD		220,000.00	4.40	
MD 02/26/27 560390-DB-9 Maine Community Bk Biddeford ME/CD		249,000.00	3.85	
MD 05/18/27 14042RRF0 Capital One Natl Assn Mclean VA/CD		230,000.00	3.20	
MD 07/12/27 898812-AP-7 Tucson Fed Cr Un Ariz SH CTF - Callable Monthly		151,000.00	4.00	
MD 09/27/27 02007G3R2 Ally BK Sandy Utah/CD		245,000.00	3.75	
MD 10/01/27 Goldman Sachs BK USA New York/CD		245,000.00	3.40	
MD 11/22/27 Workers Federal Credit Union Littleton/MA SH/CD		249,000.00	4.10	
MD 04/10/28 549104-H6-7 Luana Svgs Bk Iowa/CD		240,000.00	3.95	
MD 06/05/28 02589A-HK-1 American Express Natl BK Brokered Intl/CD		244,000.00	4.20	
MD 11/30/28 91282CJN2 United States Treasury NTS		880,000.00	4.38	
MD 05/07/29 05584C-X3-5 BNY Mellon N A Instl/CD		245,000.00	3.85	
MD 05/18/29 564759TN8 Manufacturers & Traders TR CO Buffalo NY/CD		200,000.00	4.00	
MD 11/30/29 91282CMA6 United States Treasury NTS		880,000.00	4.13	
MD 09/25/30 856288CZ6 State BK India New York N Y/CD		245,000.00	3.75	
MD 09/30/30 00435JBJ1 Access BaK Omaha NEB/CD		249,000.00	3.50	
MD 10/22/30 61778EHA2 Morgan Stanley BK N A Salt Lake City Utah/CD		245,000.00	3.75	
MD 12/24/30 61776NK93 Morgan Stanley Private BK Natk Assn Pur N.Y./CD		245,000.00	3.85	
MD 01/31/31 91282CJX0 United States Treasury NTS		880,000.00	4.00	
MD 07/28/31 795451EN9 Sallie Mae BK Salt Lake City Utah/CD / Callable 7/28/26		245,000.00	3.90	
MD 09/23/31 89235MVS7 Toyota Financial Savings Bank/CD		240,000.00	4.88	
Multibank Interest, Money Management Fund		105,676.32		
TOTAL				***$28,165,794.50***

* Demand Account

** Long-term ratings from Fitch

The monthly Financial Report is in compliance with the District's Investment Policy (Reg. 111).
It is expected that there are sufficient funds to meet anticipated expenses for the next 6 months.

ACRONYMS

ADMIN - Administration

BK - Bank

CD - Certificate of Deposit

ENG - Engineering

MBS - Multi-Bank Securities, Inc

MD - Maturity Date

MERA - Main Extension Reimbursement Account

Mtg - Meeting

RES - Reserve

DIABLO WATER DISTRICT
MONTHLY FINANCIAL REPORT
FOR PERIOD SEPTEMBER 1, 2026 TO SEPTEMBER 30, 2026

HELD IN TRUST BY DIABLO WATER DISTRICT
For Board of Directors Information Only
(as of close of business on September 30, 2026)

INSTITUTION	RATE OF INTEREST	MARKET VALUE
Lincoln National, Deferred Compensation (Quarterly)	Varies	1,720,235.67
CERBT Funds (Quarterly)	3.206% year/year	1,315,119.02
TOTAL		***$3,035,354.69***

Deferred Compensation (Lincoln National) is pre tax money that has been deposited by District employees into the District's 457 Deferred Compensation Plan. All monies in the plan are held in trust by the District for the exclusive benefit of each employee.

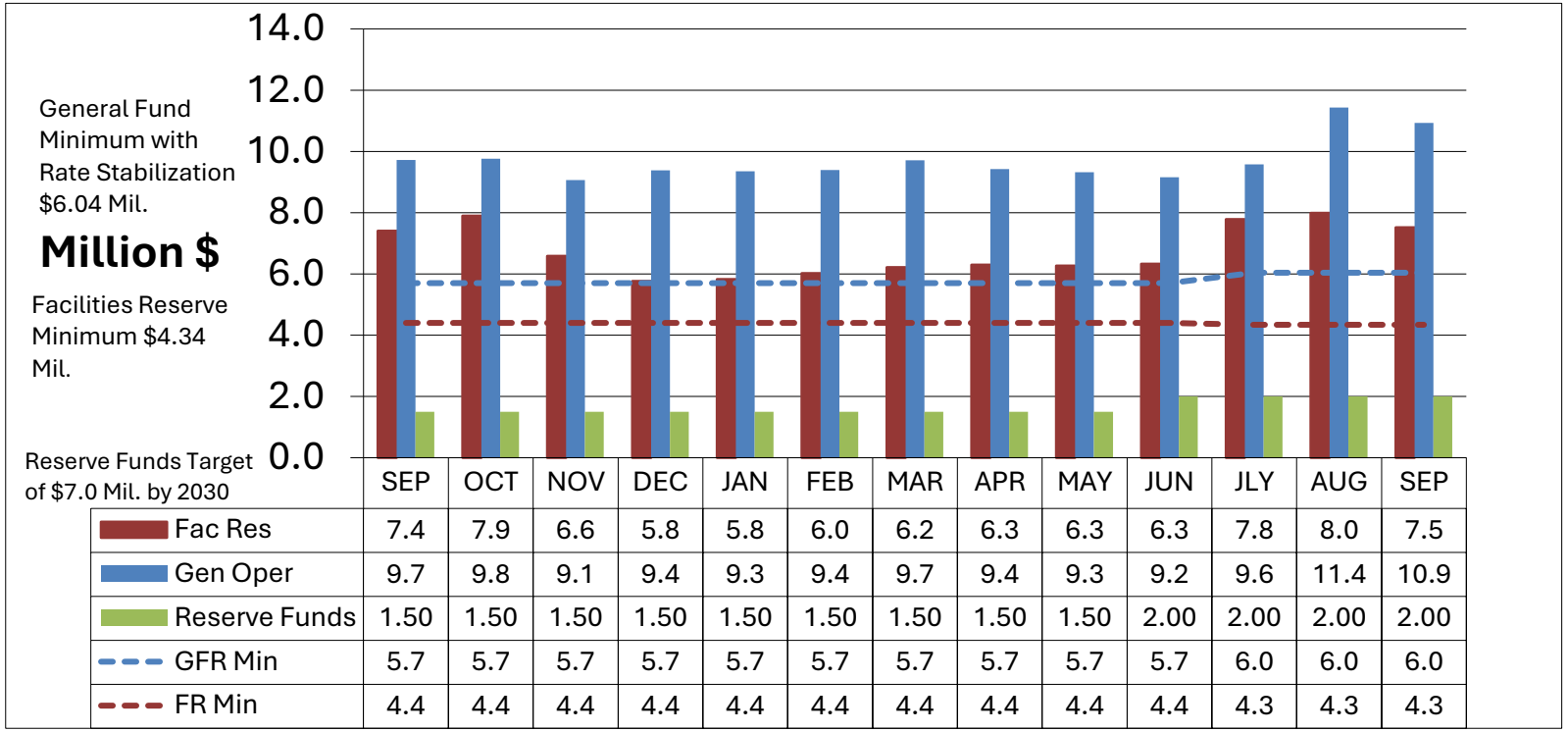
CERBT Funds - California Employers' Retiree Trust Fund is administered by CalPERS. The interest earned on the District's balance in this Trust Fund is used to pay the Diablo Water District portion of retiree medical benefit premiums. If requested by the District, CalPERS reimburses the District each July from the Trust Fund for the previous year's total cost of retiree medical benefit premiums.

COUNTY WELL FUND BALANCES

Knightsen (M25)	Expenses	Income	Total Fund Balance
FY 10/11	(14,038.87)	6,436.27	(36,383.00)
FY 11/12	(12,396.89)	8,286.50	(40,493.39)
FY 12/13	(10,137.89)	8,883.84	(41,747.44)
FY 13/14	(6,200.51)	12,272.06	(35,675.89)
FY 14/15	(6,932.58)	15,655.41	(26,953.06)
FY 15/16	(8,416.99)	16,875.62	(18,494.43)
FY 16/17	(8,785.34)	17,273.74	(10,006.03)
FY 17/18	(7,922.88)	20,365.36	2,436.45
FY 18/19	(11,864.02)	17,841.20	8,413.63
FY 19/20	(9,223.40)	19,299.15	18,489.38
FY 20/21	(15,538.25)	16,817.08	19,768.21
FY 21/22	(11,441.81)	18,374.15	26,700.55
FY 22/23	(9,348.58)	20,744.48	38,096.45
FY 23/24	(16,602.60)	23,212.60	44,706.45
FY 24/25	(39,069.38)	23,078.60	28,715.67
FY 25/26	(12,184.69)	28,645.17	45,176.15
FY 26/27 (as of Sep)	(3,703.36)	7,539.66	49,012.45

Willow Park (M27)	Expenses	Income	Total Fund Balance
FY 09/10	(18,061.81)	36,018.24	126,363.56
FY 10/11	(23,516.61)	36,036.01	138,882.96
FY 11/12	(24,035.34)	36,667.17	151,514.79
FY 12/13	(47,529.75)	34,738.68	138,723.72
FY 13/14	(49,171.53)	39,995.81	129,548.00
FY 14/15	(13,720.87)	40,031.50	155,858.63
FY 15/16	(15,238.28)	40,514.09	181,134.44
FY 16/17	(71,763.56)	40,811.23	150,182.11
FY 17/18	(127,061.18)	42,658.12	65,779.05
FY 18/19	(115,739.39)	44,305.39	(5,654.95)
FY 19/20	(36,613.13)	46,080.33	3,812.25
FY 20/21	(98,331.00)	48,344.04	(46,174.71)
FY 21/22	(35,917.18)	56,310.23	(25,781.66)
FY 22/23	(49,426.10)	67,652.30	(7,555.46)
FY 23/24	(50,687.06)	70,934.41	12,691.89
FY 24/25	(51,218.06)	81,817.89	43,291.72
FY 25/26	(21,889.18)	87,910.06	109,312.60
FY 26/27 (as of Sep)	(8,756.28)	1,154.47	101,710.79

DIABLO WATER DISTRICT
FUNDS AVAILABLE 2026 - 2027



	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JLY	AUG	SEP
Fac Res	7.4	7.9	6.6	5.8	5.8	6.0	6.2	6.3	6.3	6.3	7.8	8.0	7.5
Gen Oper	9.7	9.8	9.1	9.4	9.3	9.4	9.7	9.4	9.3	9.2	9.6	11.4	10.9
Reserve Funds	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	2.00	2.00	2.00	2.00
GFR Min	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	6.0	6.0	6.0
FR Min	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.3	4.3	4.3

DIABLO WATER DISTRICT
November 18, 2026 Board Meeting
Item Number 5

TO: Each Director

FROM: Sophia Gonzales, Human Resources Manager

SUBJECT: Human Resources Regulation Updates.

The District's Human Resources Regulations are reviewed and updated on an as-needed basis to ensure continued legal compliance and alignment with industry standards. As discussed in the October Board Meeting, the following regulation updates require Board approval.

- Regulation 104:
  - Incorporates additional protected categories as defined by the Equal Employment Opportunity Commission/California Civil Rights Department (formally known as Department of Fair Employment and Housing). Provides clarifications on the Reasonable Accommodation process.
- Regulation 105:
  - Provides clarification on when an employee is deemed eligible for CalPERS membership, outlines provisions incorporated into the Secure Act 2.0, and aligns language for employee withdrawals with requirements of the District's 457 providers.
- Regulation 114:
  - Updates language to ensure the referenced age of a retiree aligns with both Classic and PEPRA plans, as each has a different eligible age requirement.

RECOMMENDATION:

Adopt Resolution No. 2026-13 amending Regulation Number 104, 105 and 114.

Sophia Gonzales
Sophia Gonzales
Human Resources Manager

Attachments: Resolution 2026-13
Regulation 104 Redline & Clean
Regulation 105 Redline & Clean
Regulation 114 Redline & Clean

Resolution No. 2026 – 13

A RESOLUTION OF THE BOARD OF DIRECTORS OF DIABLO WATER DISTRICT AMENDING DISTRICT REGULATIONS 104, 105, AND 114

WHEREAS, the District has Administrative Regulations for the effective and efficient operation of the District;

WHEREAS, periodically these regulations need to be updated to reflect current statues and industry trends; and

WHEREAS, these regulations pertain to the Board of Directors and their role and responsibilities; and

WHEREAS, Staff, General Counsel, and the Board have reviewed and provided suggested updates as shown in the Attachment, here-in referenced and incorporated;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Diablo Water District hereby:

1. Update District Regulations 104, 105, and 114 as shown in Attachments.

* * * * *

I certify that the foregoing is a true and complete copy of a resolution duly adopted by the Board of Directors of Diablo Water District at a special meeting thereof, held on November 18, 2026, by the following vote:

AYES:

NOES:

ABSENT:

DATED:

_____

Nicole Kleven, Secretary

DIABLO WATER DISTRICT

REGULATION NO. 104

~~PERSONNEL POLICY AND~~ EQUAL EMPLOYMENT OPPORTUNITY AND REASONABLE ACCOMMODATION

Section I. Equal Employment Opportunity

A. The District prohibits discrimination against employees or applicants for employment on the basis of race, color, religion, creed, sex, sexual identity, gender (including pregnancy, childbirth, breastfeeding or related medical condition), gender expression, gender identity, national origin, ancestry, citizenship/immigration status, primary language, age (40 and over), marital status, physical or mental disability, medical condition, sexual orientation, genetic information, military and veteran status, reproductive health decision-making or any other basis protected by law. The District will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination. ~~Refer to the Recruitment and Selection policy for information on the hiring process.~~

Section II. Reasonable Accommodation

A. The District provides reasonable accommodations to qualified individuals with disabilities to perform essential job functions and to victims of

domestic violence, sexual assault, or stalking for their safety at work. The District is committed to complying with all laws that protect qualified individuals with disabilities. When requested, the District will engage in the interactive process to determine if reasonable accommodation for any known physical or mental disability of a qualified individual is feasible, provided the requested accommodation does not create an undue hardship for the District or pose a direct threat to health and safety. ~~The District provides employment-related reasonable accommodations to qualified individuals with disabilities in order to perform essential job functions and to victims of domestic violence, sexual assault, or stalking for their safety at work.~~ In accordance with the District's Reasonable Accommodations Procedure, ~~A~~an employee who desires a reasonable accommodation should make a request in writing to the Human Resources Department. ~~The request must identify the job-related functions at issue and the desired accommodation(s). The District may require additional information, such as reasonable documentation of the existence of a disability. The District will arrange for a discussion with the employee to fully discuss all feasible potential reasonable accommodations.~~ The District determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodations to provide. The District will not provide accommodations that would pose an undue hardship upon District finances

or operations, or that would endanger the health or safety of the employee or others. For more information, see the Reasonable Accommodation Procedure. ~~The District will inform the employee of its decision in writing.~~

Diablo Water District
Regulation No. 104
Equal Employment Opportunity and Reasonable Accommodation

Section 1. Equal Employment Opportunity

a. The District prohibits discrimination against employees or applicants for employment on the basis of race, color, religion, creed, sex, sexual identity, gender (including pregnancy, childbirth, breastfeeding or related medical condition), gender expression, gender identity, national origin, ancestry, citizenship/immigration status, primary language, age (40 and over), marital status, physical or mental disability, medical condition, sexual orientation, genetic information, military and veteran status, reproductive health decision-making or any other basis protected by law. The District will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination.

Section 2. Reasonable Accommodation

a. The District provides reasonable accommodations to qualified individuals with disabilities to perform essential job functions and to victims of domestic violence, sexual assault, or stalking for their safety at work. The District is committed to complying with all laws that protect qualified individuals with disabilities. When requested, the District will engage in the interactive process to determine if reasonable accommodation for any known physical or mental disability of a qualified individual is feasible, provided the requested accommodation does not create an undue hardship for the District or pose a direct threat to health and safety. In accordance with the District's Reasonable Accommodations Procedure, an employee who desires a reasonable accommodation should make a request in writing to the Human Resources Department. The District determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodations to provide. The District will not provide accommodation that would pose an undue hardship upon District finances or operations, or that would endanger the health or safety of the employee or others. For more information, see the Reasonable Accommodation Procedure.

DIABLO WATER DISTRICT

REGULATION NO. 105

RETIREMENT BENEFITS AND DEFERRED COMPENSATION

Section I. **Social Security and Medicare**

A. Social Security and Medicare are programs set up by the U.S. federal government that provides retirement income, disability income, other financial benefits and health insurance to those who qualify. District employees pay the employee portion of Social Security and Medicare taxes. Please refer to the *District's Payroll Policy* for current tax withholdings.

Section II. **CalPERS**

A. The District has a contract with the Public Employees Retirement System of the State of California (CalPERS). Employees are entitled to the benefits the District participates in and are subject to the requirements for participation in one of two plans. Enrollment in CalPERS is automatic, required for all full-time employees, and effective immediately upon hire. Part-time employees must be enrolled after working 1,000 hours in a fiscal year at the District or another qualifying agency. Once an employee is enrolled in CalPERS, they will remain a member even if their status changes from full-time to part-time, or if their total hours fall below 1,000 in a fiscal year. Membership status upon separation of employment will be governed by CalPERS regulations.

1. Individuals defined as "New Members (PEPRA)" by California law (see below) will be enrolled in the 2% at age 62 plan and are by statute obligated to pay the full 100% of the Employee contribution (please refer to the *District's Payroll SOP Policy* for current contribution rates):

   (a) A member who joined CalPERS prior to January 1, 2013, who, on or after January 1, 2013, is hired by a different CalPERS employer following a break in service of more than six months.

   (b) A new hire who joined CalPERS for the first time on or after January 1, 2013, and who has no prior membership in another California public retirement system.

   (c) A new hire who joins CalPERS for the first time on or after January 1, 2013, and who was a member of another California public retirement system prior to that date, but who is not subject to reciprocity upon joining CalPERS.

2. Individuals defined as "Classic Members" by California law will be enrolled in the 2.7% at age 55 plan and are obligated to pay the full 100% of the Employee contribution (please refer to the *District's Payroll Policy* for current contribution rates).

Section III. Health Benefits in Retirement

A. See Regulation 114 for applicability and eligibility.

Section IV. Deferred Compensation Plan

A. Authority: The Deferred Compensation Plan of Diablo Water District, herein referred to as "the Plan", is established pursuant to and in accordance with sections 53213 of the Government Code of the State of California and is an eligible deferred compensation plan as defined by section 457 of the Internal Revenue Code. Plan options include a traditional 457 (pre-tax contributions) or Roth 457 (post-tax contributions). Please refer to the *District's Payroll Policy* for further information on current plan options.

B. Administration: The Plan will be administered by the General Manager in accordance with policies and directions of the Board of Directors. The Board of Directors may from time-to-time interpret the provisions of the Plan and may adopt, amend, or rescind rules for the administration of the Plan. The District may employ a bank, qualified insurance company, or qualified affiliate of an insurance company, herein referred to as "the Contract Administrator", to perform services in connection with the administration of the Plan.

C. Participation Agreements: Any employee of the District may participate in the Plan by entering into a participation agreement with the District which must provide for the deferral of a portion of the Participant's compensation earned after the agreement is executed. The amount of compensation deferred will be determined by the Participant. The agreement may be amended from time to

time to increase, decrease or discontinue the deferral of compensation not yet earned. Deferral of compensation must not begin before the first day of the calendar month following execution of the agreement or an amendment of the agreement.

D. Amount of Compensation Deferred: The amount of compensation deferred must be determined by the participant but must not be less than the minimum nor more than the maximum herein provided.

1. The minimum amount of compensation that may be deferred is $25.00 per pay period.

2. The maximum amount of compensation that may be deferred in any year will be based upon the contribution limits set forth by the Internal Revenue Code or 100% of the participant's pay, whichever is less, for services performed for the District during said year.

3. Individuals aged 50 and over can make additional contributions to their plans, starting in the year they turn 50. The maximum annual catch-up contribution will be based upon the contribution limits set forth by the Internal Revenue Code for said year. As outlined in the Secure Act 2.0 of 2022, catch-up contributions must be applied to a 457 Roth account for employees that earned over $150,000 in the prior calendar year.

E. Ownership of Compensation Deferred: All amounts of compensation deferred under the Plan, all property and rights purchased with such amounts, and all

income attributable to such amounts, property, or rights will, until distributed to the Participant or the Participant's beneficiary, remain solely the property and rights of the District and will be held by the District in trust for the exclusive benefit of the Participant or the Participant's beneficiary.

F. Deferred Compensation Funds: —The District will transfer deferred compensation of a Deferred Compensation Fund ("the Fund") to the Contract Administrator for investment. A book account will be maintained for each Participant that reflects all amounts of the Participant's compensation deferred under the plan and credited or debited all income or losses of the Fund attributable to such amounts.

G. Investment of the Fund: The Contract Administrator will make available a number of alternative vehicles for investment in the Fund each of which will be permissible investments under the provisions of section 53609 of the Government Code.

1. Each Participant may, in accordance with the rules and procedures established by the Contract Administrator from time to time, designate the vehicle or vehicles in which amounts in the Participant's book account will be invested and may designate transfers of amounts from one vehicle to another.

2. Each Participant will receive not less frequently than quarterly, a statement from the Contract Administrator showing interest or other

earnings credited to, and the total value of, the Participant's book account.

H. Distribution: The benefit to be paid to each participant or beneficiary of a Participant must be the balance of the Participant's book account.

1. Participants are entitled to receive benefits under the Plan when the Participant's service with the District is terminated or upon reaching age 73. Prior thereto, a Participant may, ~~with the approval of the Board of Directors,~~ withdraw part or all of their benefit under the Plan only to the extent required by an unforeseeable emergency (determined in the manner prescribed by regulations issued by the Secretary of the Treasury) and in alignment with the deferred compensation providers policies. Examples of unforeseeable emergencies include illness or disability of the Participant or a person dependent on the Participant or other unexpected and unreimbursed expense not normally budgetable. Additionally, distributions will be allowed for transfers or rollovers to another eligible retirement plan(s), such as the California Public Employees' Retirement System (CalPERS), notwithstanding any limitations set forth above. Said transfers or rollovers do not require the prior approval of the Board of Directors.

2. A participant may designate, and from time to time may change the designation of, one or more beneficiaries and contingent beneficiaries

to whom the unpaid balance of the Participant's benefits will be payable after the death of the Participant. If all the Participant's designated beneficiaries who survive the Participant die before the Participant's benefit has been fully paid, the unpaid balance thereof will be paid in a lump sum to the estate, or to the person or persons entitled to the estate, of the Participant.

3. When a Participant, or their designated beneficiary, becomes entitled to receive benefits under the Plan, they may elect to receive them as a lump sum or in monthly, quarterly, semiannual or annual installments starting at a time and fixed amount requested in writing, subject to the following limitations:

   (a) Payment to a Participant or to a surviving spouse of a Participant must be made, or installments must start, by April 1st of the year following the year in which the Participant turns, or would have turned,73.

   (b) Payment to a beneficiary other than a surviving spouse must be made, or if in installments must start, by January 1st of the year following the Participant's death.

   (c) Each monthly installment requested by a Participant, or the designated beneficiary of a Participant, must be at least $50.00, or an equivalent amount when paid quarterly, semiannually, or

annually, and sufficient to ensure that at least two-thirds of the total amount is paid within the Participant's life expectancy, as determined at the start of the distribution.

(d) The amount of each monthly installment payable to the surviving spouse of a Participant must be at least $50.00, or an equivalent amount when paid quarterly, semiannually, or annually, and sufficient to ensure that more than half of the total amount payable to the surviving spouse is paid within the life expectancy of the surviving spouse, as determined at the start of the distribution.

(e) The amount of each monthly installment payable to a beneficiary, other than the surviving spouse of the Participant, must be at least $50.00 (or an equivalent amount when paid quarterly, semiannually, or annually) or the amount of the minimum installment which would have been payable to the Participant.

(f) A participant's beneficiary receiving a benefit in installments may, on request, be paid the remaining balance of such person's benefit in one lump sum.

4. Income taxes will be withheld from each benefit payment as required by the Internal Revenue Code and regulations issued by the Secretary of the Treasury.

I. Amendment of Plan: The Board of Directors may from time to time amend the Plan, provided; however, no amendment may affect the right of any Participant or designated beneficiary to receive the benefit set forth in section H resulting from compensation deferred prior to the amendment.

J. Benefits Not Assignable: No participant or designated beneficiary has any right to sell, assign, transfer or encumber any benefit or right to receive payment under the Plan, nor should any such benefit or payment be subject to attachment, garnishment or execution or be transferable by operation of law in the event of bankruptcy or insolvency, except to the extent otherwise provided by law notwithstanding this section.

Diablo Water District
Regulation No. 105
Retirement Benefits and Deferred Compensation

Section 1. Social Security and Medicare

a. Social Security and Medicare are programs set up by the U.S. federal government that provide retirement income, disability income, other financial benefits and health insurance to those who qualify. District employees pay the employee portion of Social Security and Medicare taxes. Please refer to the District's Payroll Policy for current tax withholdings.

Section 2. CalPERS

a. The District has a contract with the California Public Employees' Retirement System (CalPERS). Employees are entitled to the benefits the District participates in and are subject to the requirements for participation in one of two plans. Enrollment in CalPERS is automatic, required for all full-time employees, and effective immediately upon hire. Part-time employees must be enrolled after working 1,000 hours in a fiscal year at the District or another qualifying agency. Once an employee is enrolled in CalPERS, they will remain a member even if their status changes from full-time to part-time or if their total hours fall below 1,000 in a fiscal year. Membership status upon separation of employment will be governed by CalPERS regulations.
    - Individuals defined as "New Members (PEPRA)" by California law (see below) will be enrolled in the 2% at age 62 plan and are by statute obligated to pay the full 100% of the Employee contribution (please refer to the District's Payroll SOP Policy for current contribution rates):
        i. A member who joined CalPERS prior to January 1, 2013, who, on or after January 1, 2013, is hired by a different CalPERS employer following a break in service of more than six months.
        ii. A new hire who joined CalPERS for the first time on or after January 1, 2013, and who has no prior membership in another California public retirement system.

iii. A new hire who joins CalPERS for the first time on or after January 1, 2013, and who was a member of another California public retirement system prior to that date but who is not subject to reciprocity upon joining CalPERS.

b. Individuals defined as "Classic Members" by California law will be enrolled in the 2.7% at age 55 plan and are obligated to pay the full 100% of the Employee contribution (please refer to the District's Payroll Policy for current contribution rates).

Section 3. Health Benefits in Retirement

a. See Regulation 114 for applicability and eligibility.

Section 4. Deferred Compensation Plan

a. Authority: The Deferred Compensation Plan of Diablo Water District, herein referred to as "the Plan", is established pursuant to and in accordance with sections 53213 of the Government Code of the State of California and is an eligible deferred compensation plan as defined by section 457 of the Internal Revenue Code. Plan options include a traditional 457 (pre-tax contributions) or Roth 457 (post-tax contributions). Please refer to the District's Payroll Policy for further information on current plan options.

b. Administration: The Plan will be administered by the General Manager in accordance with the policies and directions of the Board of Directors. The Board of Directors may from time to time interpret the provisions of the Plan and may adopt, amend, or rescind rules for the administration of the Plan. The District may employ a bank, qualified insurance company, or qualified affiliate of an insurance company, herein referred to as "the Contract Administrator", to perform services in connection with the administration of the Plan.

c. Participation Agreements: Any employee of the District may participate in the Plan by entering into a participation agreement with the District which must provide for the deferral of a portion of the Participant's compensation earned after the agreement is executed. The amount of compensation deferred will be determined by the Participant. The agreement may be amended from time to time to increase, decrease or discontinue the deferral of

compensation not yet earned. Deferral of compensation must not begin before the first day of the calendar month following execution of the agreement or an amendment of the agreement.

d. Amount of Compensation Deferred: The amount of compensation deferred must be determined by the participant but must not be less than the minimum nor more than the maximum herein provided.
    - The minimum amount of compensation that may be deferred is $25.00 per pay period.
    - The maximum amount of compensation that may be deferred in any year will be based upon the contribution limits set forth by the Internal Revenue Code or 100% of the participant's pay, whichever is less, for services performed for the District during said year.
    - Individuals aged 50 and over can make additional contributions to their plans, starting in the year they turn 50. The maximum annual catch-up contribution will be based upon the contribution limits set forth by the Internal Revenue Code for said year. As outlined in Secure Act 2.0 of 2022, catch-up contributions must be applied to a 457 Roth account for employees that earned over $150,000 in the prior calendar year.
e. Ownership of Compensation Deferred: All amounts of compensation deferred under the Plan, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights will, until distributed to the Participant or the Participant's beneficiary, remain solely the property and rights of the District and will be held by the District in trust for the exclusive benefit of the Participant or the Participant's beneficiary.
f. Deferred Compensation Funds: The District will transfer deferred compensation of a Deferred Compensation Fund ("the Fund") to the Contract Administrator for investment. A book account will be maintained for each Participant, that reflects all amounts of the

Participant's compensation deferred under the plan and credited or debited income or losses of the Fund attributable to such amounts.

g. Investment of the Fund: The Contract Administrator will make available a number of alternative vehicles for investment in the Fund each of which will be permissible investments under the provisions of Section 53609 of the Government Code.
    - Each Participant may, in accordance with the rules and procedures established by the Contract Administrator from time to time, designate the vehicle or vehicles in which amounts in the Participant's book account will be invested and may designate transfers of amounts from one vehicle to another.
    - Each Participant will receive, not less frequently than quarterly, a statement from the Contract Administrator showing interest or other earnings credited to and the total value of the Participant's book account.

h. Distribution: The benefit to be paid to each participant or beneficiary of a Participant must be the balance of the Participant's book account.
    - Participants are entitled to receive benefits under the Plan when the Participant's service with the District is terminated or upon reaching age 73. Prior thereto, a Participant may, withdraw part or all their benefit under the Plan only to the extent required by an unforeseeable emergency (determined in the manner prescribed by regulations issued by the Secretary of the Treasury) and in alignment with the deferred compensation providers policies. Examples of unforeseeable emergencies include illness or disability of the Participant or a person dependent on the Participant or other unexpected and unreimbursed expenses not normally budgetable. Additionally, distributions will be allowed for transfers or rollovers to another eligible retirement plan(s), such as the California Public Employees' Retirement System (CalPERS), notwithstanding any limitations set forth above. Said transfers or rollovers do not require the prior approval of the Board of Directors.

- A participant may designate, and from time to time may change the designation of, one or more beneficiaries and contingent beneficiaries to whom the unpaid balance of the Participant's benefits will be payable after the death of the Participant. If all the Participant's designated beneficiaries who survive the Participant die before the Participant's benefit has been fully paid, the unpaid balance thereof will be paid in a lump sum to the estate, or to the person or persons entitled to the estate, of the Participant.
- When a Participant, or their designated beneficiary, becomes entitled to receive benefits under the Plan, they may elect to receive them as a lump sum or in monthly, quarterly, semiannual or annual installments starting at a time and fixed amount requested in writing, subject to the following limitations:
    i. Payment to a Participant or to a surviving spouse of a Participant must be made, or installments must start, by April 1st of the year following the year in which the Participant turns, or would have turned,73.
    ii. Payment to a beneficiary other than a surviving spouse must be made, or if in installments must start, by January 1st of the year following the Participant's death.
    iii. Each monthly installment requested by a Participant, or the designated beneficiary of a Participant, must be at least $50.00, or an equivalent amount when paid quarterly, semiannually, or annually, and sufficient to ensure that at least two-thirds of the total amount is paid within the Participant's life expectancy, as determined at the start of the distribution.
    iv. The amount of each monthly installment payable to the surviving spouse of a Participant must be at least $50.00, or an equivalent amount when paid quarterly, semiannually, or annually, and sufficient to ensure that more than half of the total amount payable to the surviving spouse is paid within the life

expectancy of the surviving spouse, as determined at the start of the distribution.

v. The amount of each monthly installment payable to a beneficiary, other than the surviving spouse of the Participant, must be at least $50.00 (or an equivalent amount when paid quarterly, semiannually, or annually) or the amount of the minimum installment which would have been payable to the Participant.

vi. A participant's beneficiary receiving a benefit in installments may, on request, be paid the remaining balance of such person's benefit in one lump sum.

- Income taxes will be withheld from each benefit payment as required by the Internal Revenue Code and regulations issued by the Secretary of the Treasury.

i. Amendment of Plan: The Board of Directors may from time to time amend the Plan provided; however, no amendment may affect the right of any Participant or designated beneficiary to receive the benefit set forth in Section H resulting from compensation deferred prior to the amendment.

j. Benefits Not Assignable: No participant or designated beneficiary has any right to sell, assign, transfer or encumber any benefit or right to receive payment under the Plan, nor should any such benefit or payment be subject to attachment, garnishment or execution or be transferable by operation of law in the event of bankruptcy or insolvency, except to the extent otherwise provided by law notwithstanding this section.

DIABLO WATER DISTRICT

REGULATION NO. 114

INSURANCE FOR EMPLOYEES AND THEIR FAMILIES

Section I. Definitions

A. As used in this regulation:

1. "child" means a natural child, stepchild, or legally adopted child of an employee or retired employee; or a natural child, stepchild, or legally adopted child of an employee's or retired employee's spouse or domestic partner and the child is under 26 years of age.

2. "domestic partner" means a person living with an employee who together as a couple has filed a Declaration of Domestic Partnership with the Secretary of State as defined by Family Code Section 297 of the State of California.

3. "eligible family members" means the spouse, domestic partner, and child as defined below of an employee or retired employee;

4. "employee" means a permanent ~~regular~~ full-time employee of the District. Part-time and/or temporary employees are ineligible for benefits with the exception of the Employee Assistance Program.

5. "spouse" means a person who is married to an employee or who was married to an employee for not less than one year immediately prior to the retirement or death of the employee and has not remarried.

6. "retired employee" means a person who was a District~~an~~ employee for at least ~~not less than~~ 10 full collective years and ~~who~~ meets CalPERS retirement eligibility age. ~~retired from the District after their 54th birthday~~.

Section II. Insurance for Employees

A. The District must provide and pay the premiums for the following insurance for each employee throughout the period of their employment: workers' compensation insurance, term life insurance, long-term disability insurance, short-term disability insurance, and health insurance consisting of medical insurance, dental insurance, vision insurance, and employee assistance program.

B. Each employee must contribute $1.00 per month towards the District's cost of health insurance.

Section III. Health Insurance for Retired Employees

A. The District must provide and pay the premiums for health insurance for each retired employee who completed at least 10 full years of service until they attain age 65. For retirees with less than 10 years of service, the District does not contribute toward their premium.

B. The coverage of the insurance must be the same as the health insurance the District maintains from time to time for its employees. The health insurance provided by the District for a retired employee will terminate if and when the retired employee is covered by medical insurance provided by an employer

other than the District or by an employer of the retired employee's spouse.

Section IV. <u>Medical Insurance for Retired Employees After Age 65</u>

A. The District must provide medical insurance for retired employees which will be Anthem Blue Cross Classic PPO, California Care HMO, or Kaiser Senior Advantage offered by the Association of California Water Agencies (ACWA) Joint Powers Insurance Authority (JPIA), whichever is selected by the retired employee. Retirees must also be enrolled in Medicare Parts A and B to qualify for benefits after the age of 65.

B. The District must pay a percentage of the premium of the retiree's selected plan based on the number of full years of the retired employee's employment as follows:

Years of Employment	Percent of Premium
Less than 10	0
10	50
11	52.5
12	55
13	57.5
14	60
15	62.5
16	65
17	67.5
18	70
19	72.5
20 and over	75

The retired employee must pay the District the balance of the premium prior to the date it is due. The District may terminate the insurance if said payment is

not made within 30 days after it is due.

C. In lieu of receiving medical insurance from the District, the retired employee may elect to be self-insured at which time the District must pay the retired employee, monthly, the least costly premium, of the coverage provided in Section 4(a), multiplied by the percent provided in Section 4(b).

D. If at any time after retirement a retired employee is covered by medical insurance provided by an employer other than the District, or by an employer of the retired employee's spouse, the retired employee will not receive any benefit pursuant to this Section IV.

Section V. <u>Insurance for Eligible Family Members</u>

A. Throughout the period of an employee's employment by the District, the health insurance they receive from the District must also cover their eligible family members.

1. Employees may decline medical insurance coverage offered by the ACWA JPIA for eligible family members. Employees may choose to waive coverage for themselves only when reentering the workforce after retiring under an alternative retirement system and/or in order to maintain eligibility for their previous benefits. In either event, the employee must be credited with fifty percent (50%) of the District's savings between the eligible coverage and the coverage the employee has elected to receive as additional compensation. All requirements of the ACWA JPIA in this

regard are incorporated herein.

(a) Health Savings Pay is considered a fringe benefit included in an employee's overtime calculation (*not reportable to CalPERS*).

2. When an employee of 10 or more years of employment dies prior to retiring, the District must provide and pay the premiums for the health insurance for five years after the employee's death, or until the employee would have attained age 65, whichever first occurs.

B. The District must provide and pay the premiums for the retiree's same health insurance for eligible family members of the retired employee until the retiree's 65th birthday.

C. After a retired employee attains age 65, the District must make available for each 65 year or older eligible family member of the retired employee; Anthem Blue Cross Classic PPO, California Care HMO, or Kaiser Senior Advantage as offered by the ACWA JPIA and as selected by the retired employee. In the case of eligible family members under the age of 65, medical insurance is also available provided that the retired employee pays the District the Premium prior to the date it is due.

D. After a retired employee dies, the District must, until what would have been their 65th birthday, provide and pay the premiums for the health insurance of its employees for their eligible family members. After what would have been the 65th birthday of a deceased retired employee, any of their eligible family

members may obtain from the District either Medicare Prime Plan as allowed by the ACWA JPIA or Kaiser Senior Advantage as the members must select, provided that member pays the District the premium for Medicare Prime Plan insurance or Kaiser Senior Advantage prior to the date it is due.

Section VI. Certification for Eligibility for Insurance

A. Each employee, retired employee, eligible family member of an employee, retired employee, or deceased employee, must, upon written request of the District, certify under penalty of perjury to the facts which determine the eligibility of any of said persons for insurance coverage under this regulation. Failure to do so within 45 days after such request will result in termination of the insurance.

Diablo Water District
Regulation No. 114
Insurance for Employees and Their Families

Section 1. Definitions

a. As used in this regulation:

- "child" means a natural child, stepchild, or legally adopted child of an employee or retired employee; or a natural child, stepchild, or legally adopted child of an employee's or retired employee's spouse or domestic partner, and the child is under 26 years of age.
- "domestic partner" means a person living with an employee who together as a couple, has filed a Declaration of Domestic Partnership with the Secretary of State as defined by Family Code Section 297 of the State of California.
- "eligible family members" means the spouse, domestic partner, and child as defined below of an employee or retired employee;
- "employee" means a permanent full-time employee of the District. Part-time and/or temporary employees are ineligible for benefits with the exception of the Employee Assistance Program.
- "spouse" means a person who is married to an employee or who was married to an employee for not less than one year immediately prior to the retirement or death of the employee and has not remarried.
- "retired employee" means a person who was a District employee for at least 10 full collective years and meets CalPERS retirement eligibility age.

Section 2. Insurance for Employees

a. The District must provide and pay the premiums for the following insurance for each employee throughout the period of their employment: workers' compensation insurance, term life insurance, long-term disability insurance, short-term disability insurance, and health insurance consisting of medical insurance, dental insurance, vision insurance, and employee assistance program.

b. Each employee must contribute $1.00 per month towards the District's cost of health insurance.

Section 3. Health Insurance for Retired Employees

a. The District must provide and pay the premiums for health insurance for each retired employee who completed at least 10 full years of service until they attain age 65. For retirees with less than 10 years of service, the District does not contribute toward their premium.
b. The coverage of the insurance must be the same as the health insurance the District maintains from time to time for its employees.
c. The health insurance provided by the District for a retired employee will terminate if and when the retired employee is covered by medical insurance provided by an employer other than the District or by an employer of the retired employee's spouse.

Section 4. Medical Insurance for Retired Employees After Age 65

a. The District must provide medical insurance for retired employees which will be Anthem Blue Cross Classic PPO, California Care HMO, or Kaiser Senior Advantage offered by the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA), whichever is selected by the retired employee. Retirees must also be enrolled in Medicare Parts A and B to qualify for benefits after the age of 65.
b. The District must pay a percentage of the premium of the retiree's selected plan based on the number of full years of the retired employee's employment as follows:

Years of Employment	Percent of Premium
Less than 10	0
10	50%
11	52.5%

12	55%
13	57.5%
14	60
15	62.5%
16	65%
17	67.5%
18	70%
19	72.5%
20 and over	75%

c. The retired employee must pay the District the balance of the premium prior to the date it is due. The District may terminate the insurance if said payment is not made within 30 days after it is due.

d. In lieu of receiving medical insurance from the District, the retired employee may elect to be self-insured, at which time the District must pay the retired employee monthly the least costly premium of the coverage provided in Section 4(a), multiplied by the percent provided in Section 4(b).

e. If at any time after retirement a retired employee is covered by medical insurance provided by an employer other than the District or by an employer of the retired employee's spouse, the retired employee will not receive any benefit pursuant to this Section.

Section 5. Insurance for Eligible Family Members

a. Throughout the period of an employee's employment by the District, the health insurance they receive from the District must also cover their eligible family members.
    - Employees may decline medical insurance coverage offered by the ACWA JPIA for eligible family members. Employees may choose to waive coverage for themselves only when reentering the workforce after retiring under an alternative retirement system and/or in order to maintain eligibility for their previous benefits. In either event, the employee must be credited with fifty percent (50%) of the District's savings between the eligible coverage and the coverage the employee has elected to receive as additional compensation. All requirements of the ACWA JPIA in this regard are incorporated herein.
        i. Health Savings Pay is considered a fringe benefit included in an employee's overtime calculation (*not reportable to CalPERS*).
    - When an employee of 10 or more years of employment dies prior to retiring, the District must provide and pay the premiums for the health insurance for five years after the employee's death, or until the employee would have attained age 65, whichever first occurs.

b. The District must provide and pay the premiums for the retiree's same health insurance for eligible family members of the retired employee until the retiree's 65th birthday.

c. After a retired employee attains age 65, the District must make available for each 65-year-old or older eligible family member of the retired employee; Anthem Blue Cross Classic PPO, California Care HMO, or Kaiser Senior Advantage as offered by the ACWA JPIA and as selected by the retired employee. In the case of eligible family members under the age of 65, medical insurance is also available provided that the retired employee pays the District the Premium prior to the date it is due.

d. After a retired employee dies, the District must, until what would have been their 65th birthday, provide and pay the premiums for the health insurance of its employees for their

eligible family members. After what would have been the 65th birthday of a deceased retired employee, any of their eligible family members may obtain from the District either Medicare Prime Plan as allowed by the ACWA JPIA or Kaiser Senior Advantage as the members must select, provided that member pays the District the premium for Medicare Prime Plan insurance or Kaiser Senior Advantage prior to the date it is due.

Section 6. Certification for Eligibility for Insurance

a. Each employee, retired employee, eligible family member of an employee, retired employee, or deceased employee must, upon written request of the District, certify under penalty of perjury to the facts that determine the eligibility of any of said persons for insurance coverage under this regulation. Failure to do so within 45 days after such a request will result in termination of the insurance.

DIABLO WATER DISTRICT
November 18, 2026 Board Meeting
Item Number 6

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: District Officers and Committee Positions.

The District participates in ACWA JPIA, which provides insurance coverage, risk management services, and related programs to member agencies. Each member agency designates representatives to participate in JPIA governance and vote on matters presented to its membership.

To ensure continued District representation and participation in JPIA governance, Staff recommends updating the District's designated voting representatives as follows:

- **Primary Voting Representative:** Director Kovalick
- **Alternate Voting Representative:** Director Moats

The alternate will serve in the absence of the primary representative.

This assignment would typically be made during the December board meeting; however, the annual member summit occurs prior to this meeting in December. During the October Board meeting, this was briefly discussed by the Board and Staff felt it to be prudent to have voting representatives updated prior to the summit.

RECOMMENDATION:

Designate Director Kovalick as Diablo Water District's primary voting representative and Director Moats as the alternate voting representative to ACWA JPIA and authorize the General Manager to complete and submit all necessary documentation to formalize these designations.

Dan Muelrath
Dan Muelrath
General Manager

Attachment: ACWA JPIA New or Change of Director Form

JPIA Board of Directors - Member/Alternate

An excerpt from the JPIA Agreement:

"Article 7 - Board of Directors"

(a) The Authority shall be governed by the Board of Directors which is hereby established, and which shall be composed of one representative from each Member, who shall be a Member director selected by the governing board of that Member. Each Member, in addition to appointing its member of the Board, shall appoint at least one alternate who shall be an officer, member of the governing board, or employee of that Member. The alternate appointed by a Member shall have the authority to attend and participate in any meeting of the Board when the regular member for whom he or she is an alternate is absent from said meeting.

(b) Each Director or alternate of the Board shall serve until a successor is appointed. Each Director or alternate shall serve at the pleasure of the Member by which he or she has been appointed.

(c) Each Director representing a Member, or his or her alternate, shall have one vote.

Member Agency: Diablo Water District

JPIA Director Representative: Joe Kovalick

Must be a member of the agency's board of directors.

Preferred mailing address: 87 Carol Lane
Oakley, CA 94561

E-mail address: jkovalick@diablowater.gov

Phone number: 925-625-3798

Assuming office date: 11/18/26

JPIA Alternate Representative: Conan Moats

Preferred mailing address: 87 Carol Lane
Oakley, CA 94561

E-mail address: cmoats@diablowater.gov

Phone number: 925-625-3798

Please mail or fax the form to: Chimene Camacho
ACWA JPIA, PO Box 619082, Roseville, CA 95661-9082
Fax: (916) 774-7040

DIABLO WATER DISTRICT
November 18, 2026 Board Meeting
Item Number 7

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Facilities Plan Update.

CDM Smith will provide an update on the District's 2026 Facilities Plan update.

The Facilities Plan contains:

- Development buildout estimates
- Water demand estimates
- Water storage needs
- Fire protection assumptions
- Upgrades and/or additional facilities needed to support future growth
- Cost estimates that are the foundation for the Facilities Reserve Charge
    - Growth pays for growth

RECOMMENDATION:

Receive.

Dan Muelrath
Dan Muelrath
General Manager

DIABLO WATER DISTRICT
November 18, 2026 Board Meeting
Item Number 8

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Theft of Water Regulations Updates.

The District's Operational Regulations are reviewed and updated on an as-needed basis to ensure continued legal compliance. Earlier this year, the State Water Code was updated to establish water theft administrative fines based on where the violation occurred and a progressive fine structure. The District currently operates a progressive fine structure; however, the new state regulation is more refined and prescriptive. Incorporating the refined structure shown below requires the District to update Regulations 2, 4, 5, and 7.

Type of water theft	**First violation**	**Second violation**	**Third and subsequent**
Fire hydrant (including hydrant meter)	$2,500	$5,000	$10,000
Water meter tampering	$130	$700	$1,300
Mainline unauthorized connection	$1,000	$2,000	$3,000

Other items in the recommended regulation updates include:

- Reg 2: Specific language and penalty for damaging fire hydrants.
- Reg 5: Improved meter deposit schedule for temporary/construction meters.
- Reg 7: Fee recapture for blocking access to District facilities.

Staff seeks any additional policy edits with the goal of bringing these regulations back to the Board at the December meeting for consideration and approval.

RECOMMENDATION:

Discuss.

Dan Muelrath
Dan Muelrath
General Manager

Attachments: Regulation 2 Redline
Regulation 4 Redline
Regulation 5 Redline
Regulation 7 Redline

DIABLO WATER DISTRICT

REGULATION NO. 2

FIRE HYDRANTS

Section 1. Definitions

As used in this regulation the following terms have the following meanings:

(a) "fire hydrant" means a standard type of 6" fire hydrant;

(b) "fire hydrant connection" means all the facilities from Diablo Water District's (District) main to the fire hydrant, including the connecting line, riser and gate valve assembly;

(c) "fire hydrant assembly" means a fire hydrant and its appurtenances;

Section 2. Installation of Fire Hydrant Assemblies

(a) Fire hydrant assemblies shall be installed and connected to the District's water distribution system, and may be relocated, at such times and at such locations as shall be determined by the local fire district.

(b) The installation and relocation of fire hydrant assemblies shall be done under the direction of the District by a licensed contractor approved by the District. The installation and the materials used in the fire hydrant connection shall conform strictly to the District's standard specifications. The fire hydrant connection shall not be covered until it has been inspected, tested and approved by the District.

(c) The installation and relocation of fire hydrant assemblies shall be performed without cost to the District. Prior to installing or relocating a fire hydrant the local fire district shall pay, or cause the land developer to pay, to the District its estimate of its costs thereby incurred including engineering, supervision, inspection and administrative expenses. Upon completion of said installation, the District will determine the actual cost thereby incurred. If the actual cost exceeds the estimated cost theretofore paid, the local fire district shall pay, or cause the land developer to pay,

such excess to the District promptly on demand. If the actual cost is less than the estimated cost theretofore paid, the District shall refund the difference to the payor.

Section 3. Ownership and Maintenance of Fire Hydrant Assemblies

The fire hydrants and connections shall be the property of the District and shall be inspected, tested, maintained, repaired, painted and, as necessary, replaced by the District.

Section 4. Non-Liability of District.

The District shall provide water service to fire hydrants under such pressure and at such rates of flow as may be available from time to time as a result of the operation of the District's storage facilities and distribution system and the water treatment plant servicing the District. The District does not warrant or guarantee any pressure, range of pressures, or any rates or duration of flow. The District shall not be liable for any loss of damage in any manner arising out of the non-availability of water or water pressure at any hydrant or other facility used for firefighting.

Section 5. Damage to District Fire Hydrants

a. Any fire hydrants or related appurtenances that have been tampered with, damaged or removed shall be subject to a penalty of $250 plus the cost of repairing or replacing the damaged or altered District facilities.

DIABLO WATER DISTRICT

REGULATION NO. 4
WATER METERS

Section 1. Meters Required

All water service connections to the District's water distribution system, except fire water service furnished in accordance with Regulation No. 2, shall be metered by meters owned and maintained by the District.

Section 2. Each Premise to Be Metered Separately

A service connection and meter will be established for each premise to which water service is provided by the District. No more than one premise shall be served through a single connection and meter. As used herein, "premise" means a parcel of real property, or any dwelling unit, store or improvement thereon which the District solely and conclusively determines as a separate unit for receiving, using and paying for water service. In making said determination, the District will consider such factors as whether the premise is used for more than one enterprise or contains more than one dwelling unit, whether it is susceptible ~~of~~to subdivision, and the plumbing that would be required if more than one meter were installed.

Section 3. Location of Meters

(a) Meters will normally be installed on a principal boundary of the land to be served that abuts a public street in which there is a District water main of adequate capacity and pressure.

(b) Service lines from the District's main to a meter, meter box and back-flow prevention device shall be installed in accordance with the District's Standards and Specifications. Practical service lines to meters shall be straight and perpendicular to mains.

(c) Meters shall be located near the limit line of the abutting public street and, to the extent practical, at a point designated by the owner of the land to be served. Meters will not be installed in driveways, sidewalks or areas used by heavy equipment.

(d) If the land to be served has no principal boundary abutting a public street a meter may be set at the junction of a public street and roadway easement to the land to be served provided all the following conditions are met: (1) The roadway easement is appurtenant to the land, permanent and recorded; (2) The easement includes the right to install, use and maintain a water pipe; (3) The land is a single premise not susceptible of subdivision; and (4) The District determines it is not necessary or practical to extend a District main to the land.

Section 4. Meter Readings

Each meter will ~~normally~~ be read each month; however, the interval between readings may vary based on the operation needs of the District. ~~Meters will also be read between 1 p.m. and 3 p.m. on the days of commencement or termination of a service and when necessary due to special circumstances.~~

Section 5. Meter Testing

The District will test the accuracy of its meters whenever a customer requests and

deposits with the District the District's estimate of the cost of the test. If the test discloses that the meter is registering within 2% more or less than the quantities of water passing through it, the deposit will be forfeited to the District. If the test discloses that the meter is not registering within 2% more or less than the quantities of water passing through it, the deposit will be refunded, and the District will repair or replace the meter.

Section 6. Adjustment for Fast Meters

If the District finds that a meter has been registering fast, i.e. indicating a greater quantity of water than actually went through the meter, the District will credit the customer's account by an amount equal to the total of the four previous monthly bills for the service multiplied by the percentage by which the meter was registering fast. This credit shall be the customer's sole right and remedy against the District for an improperly operating meter.

Section 7. Meter Tampering or Damage~~Damage to Disconnected Meters~~

a. Any meter or meter-related appurtenances that have been tampered with or damaged, including turning the meter on or off without District authorization, shall be subject to a penalty of $250 plus the cost of repairing or replacing the damaged or altered District facilities.~~A water service that has been disconnected by the District and the water meter has been locked shall not be reconnected if the meter has been removed or damaged or the lock thereon has been opened or removed except upon payment to the District of a penalty charge of $175 plus the cost of repairing or replacing the damaged meter or lock.~~

~~a.~~b. The penalty charge for locks that have been removed from meters that have yet to be accepted by the District in new housing developments shall be $500.

~~Remove Section and add to Regulation 7.Section 8. Charges Due to Water Theft or Property Damage~~

~~Any District owned property that is tampered with, for the purpose of avoiding water charges, or any other unlawful purpose, shall be the responsibility of the customer who is signed up for water and shall be subject to the following charges and penalties:~~

~~A tampering charge of $250, plus two (2) times the amount of stolen water, as estimated by the District, which may be at the highest monthly water bill for the comparable season for that service address;~~

~~1) Any other associated costs; and~~

~~2) Any investigative and repair costs.~~

~~3) Notwithstanding the above, the customer or persons involved may be subject to criminal prosecution pursuant to California Penal Code Section 498 or other applicable statutes.~~

~~Section 9. Charges Due to Pulled Meters~~

~~Any District owned property that is tampered with, for the purpose of avoiding water charges, or any other unlawful purpose, may be pulled at the discretion of the District, and a charge of $150 shall be added to the customer's account.~~

DIABLO WATER DISTRICT

REGULATION NO. 5

TEMPORARY WATER SERVICE

Section 1. Temporary Service Connections

The District shall furnish service through a temporary connection on the following conditions and in accordance ~~to the~~with Civil Code section~~s~~ 1882.3:

a. The General Manager determines that the service will be for less than one year and will not require a permanent connection.

b. Prior to making the connection, the customer shall pay the District its costs, as estimated by the General Manager, for installing and removing the connection.

c. The customer shall deposit with the District a ~~sum of money~~deposit to secure payment of the District's charges for water delivered through the connection and any excess of the District's actual costs of installing and removing the connection over the amount paid in accordance with subsection (a) above. The amount of the deposit shall: ~~be three times the amount of the District's charge for water service for one regular billing period as estimated or verified by the General Manager.~~

Meter Size	Deposit Amount
Smaller than 3”	$500
3”	$1,500
4”	$2,500
6”	$3,500
8”	$4,500

Section 2. Service through Fire Hydrants

Temporary service for construction purposes shall be furnished at fire hydrants through hydrant meters supplied by the District on the following conditions:

a. It is required to complete a ~~construction~~ Request for Construction ~~meter~~ Meter ~~request~~ form.

b. Service shall be limited to a specific fire hydrant for the larger jumper meters. These meters will be delivered to the job site by District staff, installed by the contractor and inspected by the District before water can be turned on.

c. Pay a deposit as referenced in the above table ~~A~~as security for returning District property in similar working conditions as when issued ~~and for the payment of the District's charges imposed by this regulation the customer shall, upon receipt of a meter, deposit with the District:~~.

   - ~~$500 for each meter smaller than 3 inches~~
   - ~~$1,500 for each 3-inch meter~~
   - ~~$2,500 for each meter larger than 3 inches~~

d. The customer shall pay the District a monthly service charge per Regulation 1 for each month, or fraction of a month, the meter is in the possession of the customer.

e. The customer shall report readings of the meter to the District every 30 days for billing purposes. The customer shall return the meter to the District on demand. If the customer fails to do so, the customer shall pay the District $175 for each time an employee of the District is dispatched to read or recover the meter.

f. The customer shall pay the District its costs to replace or repair a meter that is lost

or damaged while in the possession of the customer.

Immediately upon completion of the construction project, ~~the customer shall return~~ all meters are to be returned to the District and the District shall refund the deposits ~~therefore~~ less all charges payable by the customer to the District.

Section 3. Water Usage Rates

a. The customer shall pay the District for all water delivered per Regulation 1.

b. The customer shall pay the District for all unmetered water delivered at the highest tier for Construction/Hydrant Rates.

Section 4. Connection Charges Not Payable

The Connection Charges imposed by Regulation 3 shall not be payable for Temporary Water Service.

Section 5. Unauthorized Water Use

Water use ~~F~~from ~~f~~Fire ~~h~~Hydrants, ~~w~~Water ~~m~~Meters, and other District ~~i~~Infrastructure ~~and~~ or ~~a~~Appurtenances without a District-issued hydrant meter is prohibited.

~~;~~ "U~~u~~nauthorized connection" includes use of a hydrant meter~~,~~ or fire detector check without authorization and is subject to penalties for water theft."

Developers with multiple projects ~~are~~shall be treated as ~~one~~a single customer, and fines may accumulate~~/compound~~ across ~~the~~ projects.

~~Persons found using water from a fire hydrant, water meters, and other District infrastructure and appurtenances without a hydrant meter issued by the District shall be subject to the following:~~

First ~~offense~~ violation- ~~Written warning with payment required for water taken as determined by the District.~~ Fine of~~not exceeding~~ $2,500

Second ~~offense~~ violation -	~~Charged a $500 tampering fee in addition to payment for water taken, as may be determined by the District.~~ Fine of~~not exceeding~~ $5,000.
Third ~~offense~~ violation and each additional violation; ~~offense~~ -	~~Charged a $1,000 tampering fee in addition to payment for water taken, as may be determined by the District.~~ Fine of ~~not exceeding~~ $10,000.
~~Fourth offense -~~	~~Charged a $2,500 tampering fee in addition to payment for water taken, as may be determined by the District.~~
~~Fifth offense -~~	~~Charged a $5,000 tampering fee in addition to payment for water taken, as may be determined by the District.~~

~~Additional violations will result in a $10,000 tampering fee per offense.~~ In addition to fines, the ~~Distict~~District shall require payment for the value of water taken in accordance ~~to~~with Regulation 1 and may impose costs for recovery, repair, or replacement of District property used or damaged in the violation. Notwithstanding the above, the customer or person(s) involved may be subject to criminal prosecutions pursuant to California Penal Code Section 498 or other applicable statutes.

DIABLO WATER DISTRICT

REGULATION NO. 7

CONDITIONS OF WATER SERVICE

Section 1. Service Subject to District Regulations

Water service shall be furnished by the District in accordance with the regulations of the District from time to time adopted or amended by the District's Board of Directors. By applying for or receiving water service from the District, each applicant or customer covenants and agrees to be bound by and to comply with all regulations of the District from time to time in effect.

Section 2. New Services

No new water service shall be connected to the District's water distribution system unless each of the following conditions is met:

a. The land to be served is within the corporate territory of the District.

b. The District solely and conclusively determines that its water treatment, storage and distribution facilities, including, without limitation, reservoirs, looping mains and pumps, are of sufficient structure, location and capacity to provide permanently a safe, reliable and adequate water supply to the land to be served. In determining the sufficiency of existing facilities, the District may take into consideration any fact or circumstance it considers relevant, including, without limitation, future water requirements of all land to be served through the facilities, flows needed for firefighting, and the effect the new service will have on the present customers of the District.

c. There is a District water main of adequate capacity and pressure in a public street or easement satisfactory to the District that is adjacent to the land to be served.

d. The customer makes an application for water service and pays the connection charges provided by Regulation No. 3. Applications for new services shall be supported by such data as the District shall reasonably require and is approved by the General Manager, including but not limited to:

- ~~a map~~ Map or legal description of the property to be served;
- ~~the~~The business day service is to begin;
- ~~the B~~billing name and mailing address of the applicant and/or co-applicant;
- ~~driver's~~ Driver's license or tax identification number;
- ~~date~~ Date of birth (for non-business customers);
- ~~a c~~Contact telephone number;
- ~~whether~~ Whether the applicant is the owner, property manager, or tenant of the property;
- ~~i~~Information regarding the deposit; and
- ~~a s~~Signature of the main applicant taking responsibility for the payment of the District's fees, charges and rates.

e. All service lines shall be installed in accordance with the District's Standards and Specifications.

f. If the ~~service address~~service is bank-owned, the Water Service Retention Agreement for Bank-Owned Homes must be completed by the bank or by a person who is contracted with the bank to represent the sale of the property. The deposit must be paid in advance by cashier's check, cash, credit card or money order. Water Service Retention Agreements for new service shall be supported by such data as the District shall reasonably require and be approved by the General Manager, including but not limited to:

- ~~a m~~Map or legal description of the property to be served;

- ~~the b~~Billing name, company name and contact name;
- ~~a c~~Contact telephone number;
- ~~a m~~Mailing address for billing purposes;
- ~~the~~The business day service is to begin; and
- ~~a s~~Signature of the applicant taking responsibility for the payment of the District's fees, charges and rates.

Section 3. Extensions and Enlargements of the District's Facilities

a. The design, size, type and location of all facilities necessary to meet the conditions in paragraphs (b) and (c) of Section 2 hereof shall be determined solely and conclusively by the District taking into consideration such factors as anticipated future land uses and water requirements of the entire area that can be supplied economically by the facilities and the desirability of looping mains to provide multiple sources of water and multiple routes to move water to points of use. Mains shall be extended to the end of new street paving when such extension is required by the County or ~~a city~~city.

b. All extensions and enlargements of the District's facilities shall be constructed in accordance with plans and specifications approved in writing by the District's General Manager or engineer prior to commencement of construction.

Section 4. Non-liability of the District

The District will exercise reasonable care and diligence to deliver to its customers a continuous and sufficient supply of water under proper pressure at the meter. However, the District is not, and will not be, liable for any loss, damage or inconvenience to any person by reason of shortage, insufficiency, suspension or discontinuance of water service or the increase or decrease of water pressure when the same is caused by a force majeure, an unavoidable accident, a disturbance or condition of any kind beyond the reasonable control of the District, or when the same is reasonably necessary for the repair, maintenance,

alteration or extension of the District's facilities.

Section 5. Customer's Responsibility for Water Delivered

Title to water furnished by the District, the risk of loss thereof, and full responsibility for the carriage, handling, storage, disposal and use thereof shall pass from the District to the water user at the outlet of a District meter, the operating stem (on/off) of a fire hydrant, or the outlet of a backflow device.

Section 6. Access to and Non-Obstruction of Facilities

a. By applying for or receiving water service from the District, each customer irrevocably licenses the District and its authorized employees and agents to enter upon the customer's property at reasonable times for the purpose of reading, inspecting, testing, checking, repairing, maintaining, or replacing the District's meters, valves, backflow prevention devices, fire hydrants, and other District facilities on or adjacent to the customer's property.

b. The public utility easement (PUE), ~~(~~typically extending 5~~ft~~ feet from the back of the sidewalk~~)~~, shall remain free of obstructions ~~free~~. This includes, but is not limited to:

   a. Customer~~-~~-installed hardscapes such as~~(~~concrete, pavers, expanded driveways, large ornamental rocks, ~~or~~and other fixtures.~~)~~

   b. Vertical structures include ~~(~~fences, retaining walls, buildings, ~~etc.)~~or other sim similar constructions.

   ~~a.~~c. Plant material that ~~impedes~~extends into the PUE, impedes access, or is ~~and prevents access or~~ damaging District facilities.

c. If an obstruction of a meter or other District facility on or adjacent to a customer's property prevents convenient reading or servicing of the facility, the District will provide notice to the customer at the property served~~,~~ or to the mailing address for billing service to the property~~,~~ to remove the obstruction ~~within a stated number of days not less than ten~~. If the customer fails to do so, the District ~~may thereafter cause~~reserves the right to remove the obstruction, ~~to be~~

~~removed~~ and any expenses incurred to do so, including overhead, will be charged to the customer.~~and its costs and expenses thereby incurred, including overhead, shall be charged to the customer.~~

~~b.~~ If a meter or other District facility is obstructed on a shutoff day due to non-payment or during a District emergency response or repair, the District reserves the right to remove the obstruction without prior notification to the customer. Any expenses incurred in doing so, including overhead, will be charged to the customer.~~ or during a District emergency response/repair~~

Section 7. Service Interruption ~~for Emergencies~~

The District reserves the right at any ~~and all times~~ time to shut off water delivery for ~~the purpose of~~ operational needs, maintenance, ~~making~~ or to make repairs and alterations to its system. ~~Wherever~~ Whenever possible, advance notice of interruption of services will be ~~given~~ provided to all affected water users ~~affected.~~

Section 8. Disconnection of Service by the District

a. Reasons for disconnection

The District reserves the right to disconnect any service line or other connection to its water distribution system and to discontinue water service for any of the following reasons: The District or a State or County health officer finds that there exists a condition hazardous to the health or safety of the customer or any water user of the District;

- The customer fails to comply with any Regulation of the District;
- The service is being furnished without a proper application or under a false or fraudulent application;
- There is evidence of unlawful tampering or interference with the District's facilities by the customer;
- If after investigation, the State Water Resources Control Board, the California

Department of Water Resources, or the District finds that water furnished through the connection is being wasted or that the use or method of use of the water is unreasonable;

- The customer fails, after a request by the District, to remove any obstruction that prevents convenient reading of the customer's meter;
- The customer fails to pay any bill for any rate or charge due to the District within 60 days after the bill date.

b. Timing of Disconnection

- No advance notice need be given if the purpose of the disconnection is to remove or prevent a hazard to health or safety.
- For residential customers not on an amortization agreement, no less than seven days prior to disconnecting a service, the District shall give the customer advance notice via phone or mail of its intention to do so, ~~of~~for the reason therefor.
- For residential customers on an amortization agreement that fail to comply with the agreement or that do not pay their current bill, service may be discontinued no sooner than five business days after a final notice of intent to disconnect service is posted in a prominent and conspicuous location at the property.

c. Disconnection Notice Languages

The notice of discontinuation of residential service for nonpayment is available in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by at least 10 percent of the people residing in the District's service area.

d. Notice of Disconnection

1. The customer shall be offered the District's written policy (this Regulation) on discontinuation of residential service for nonpayment, and options discussed to avert

discontinuation of residential service for nonpayment, including, but not limited to~~:~~, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.

2. Written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice shall also be sent to the address of the property to which residential service is provided, addressed to "Occupant." Upon mailing this notice, a fee of $10 shall be added to the customer's account. The notice shall include, but is not limited to, ~~all of~~all the following information in a clear and legible format:
   - The customer's name and address.
   - The amount of the delinquency.
   - The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
   - A description of the process to apply for an extension of time to pay the delinquent charges.
   - A description of the procedure for petitions for bill review and appeal.
   - A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges.
   - A description of how to request a reconnection should water service be turned off.
3. If unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, a good faith

effort will be made to visit the residence and leave a notice of imminent discontinuation of residential service for nonpayment and the urban and community water system's policy for discontinuation of residential service for nonpayment.

4. If an adult at the residence appeals the water bill~~,~~ via the District's available appeal form, residential service will not be discontinued while the appeal is pending.
5. If payment is not made by close of business on the final notice due date, a fee of $30 shall be added to the customer's account for staff time and material preparation of the final disconnection notice.

e. Limits to Disconnection

Residential water service shall not be discontinued for nonpayment if **all** the following conditions are met:

1. The customer, or a tenant of the customer, submits to the District, the certification of a primary care provider that discontinuation of residential service will be life-~~-~~threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.
2. The customer demonstrates that he or she is financially unable to pay for residential service within the urban and community water system's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the urban and community water system's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares in writing, on a District provided form, that the household's annual income is less than 200 percent of the federal poverty level.

3. Customer is willing to enter into an amortization agreement (not to exceed 12 months)
    - At the sole discretion of the District an alternative payment schedule or reduced payment may be offered.

f. Reestablishment of Water Service

1. Residential customers that have a household annual income less than 200 percent of the Federal Poverty Level (FPL) income limits *(any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level)*~~,~~ are automatically eligible for both of the following discounts:
    - Reconnection of service fee for reconnection during normal operating hours will not exceed fifty dollars ($50), or the actual cost of reconnection if it is less.
    - For the reconnection of residential service during non-operational hours, the fee shall be set at one hundred fifty dollars ($150), but not to exceed the actual cost of reconnection if it is less.
    - Waive interest charges on delinquent bills once every 12 months.
2. All other residential customers:
    - Reconnection of service fee for reconnection during normal operating hours is $35.
    - For the reconnection of residential service during nonoperational hours, the fee shall be set at $300.
    - Waive interest charges on delinquent bills once every 12 months.

g. Disconnection Involving Landlords and Tenants

1. When the District is notified prior to shutoff that a tenant legally occupies the residence, the District shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears at least 10 days prior to the termination. The written notice shall inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount ~~which~~ that may be due on the delinquent account.
    - Once notified of the relationship, the District will give notice of termination at least seven days prior to the proposed termination.
2. The District will only make service available to the residential occupants when each residential occupant agrees to the terms and conditions of service and meets all other District requirements to establish water service.
3. In a multi-family property, if one or more of the residential occupants are legally willing and able to assume responsibility for the subsequent charges to the account and agree to meet all other District requirements to establish water service, water service will be made available.
4. In order for the amount due on the delinquent account to be waived, the occupant who becomes the customer must verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

h. Disconnection Reporting

1. Annually, a report showing the number of annual discontinuations of residential service for inability to pay will be posted to the District's website.

2. The Board will also receive the report.

Section 9. Place of Use of Water; Resale Prohibited

Except with the prior written authorization of the District, no customer shall use, or permit the use of, any water furnished by the District on any ~~premise~~premises other than that specified in his application for service, nor shall any customer resell any water furnished by the District.

Section 10. Electric Grounds

No electric circuit shall be grounded to the District's facilities or to any plumbing or metal in contiguity therewith. Any person who ~~makes,~~makes or permits to be made~~,~~ such a connection will be liable for damages to the District's facilities and for personal injury resulting therefrom.

Section 11. Disconnection of Service at the Request of the Customer

The customer responsible for the water bill must submit a Request to Disconnect Water ~~service~~ Service form in order to disconnect their service. The customer is responsible for all charges incurred up through the first business day that the Request to Disconnect Water Sservice form has been received and processed by the District. Request to Disconnect Water ~~service~~ Service forms shall be supported by such information as the District shall reasonably require and is approved by the General Manager, including but not limited to:

- R~~r~~equested disconnect date on a business day;
- B~~b~~illing names on account;
- S~~s~~ervice address to be disconnected;
- N~~the n~~ame of the person requesting the service to be disconnected;
- ~~a c~~Contact telephone number;
- ~~the d~~Date ~~-~~of~~-~~ birth of the person requesting the service to be disconnected;
- ~~the d~~Driver's license number of the person requesting the service to be disconnected;

- ~~a f~~Forwarding address; and
- ~~a s~~Signature and date of the person requesting the service to be disconnected.

Section 12. Charges Due to Water Theft or Property Damage

In accordance with California Penal Code Section 498, "water theft" refers to diverting, tampering with, or reconnecting water utility services~~,~~. ~~and~~ A~~a~~ny tampering with District-owned property to avoid charges or for unlawful purposes is the customer's responsibility and subject to penalties as outlined below.

For water diversion, tampering, or reconnection via meters or service lines and in accordance ~~to~~with Civil Code Section 1882.1:

1. First Violation: A fine of~~not exceeding~~ $130 ~~for a first violation~~.
2. Second Violation: A fine ~~not exceeding~~of $700 ~~for a second violation of this Regulation~~ within one year of the first violation.
3. Additional Violations: A fine ~~not exceeding~~of $1,300 ~~for the third violation and~~for each additional violation of this Regulation.

For all other forms of water theft in violation of this Regulation adopted under this section:

1. First Violation: A fine ~~not exceeding~~of $1,000. ~~for a first violation.~~
2. Second Violation: A fine ~~not exceeding~~of $2,000 ~~for a second violation of This Regulation~~. within one year of first violation.~~-~~
3. Additional Violation: A fine ~~not exceeding~~of $3,000 for each additional violation of ~~T~~this Regulation

~~-~~In addition to the fines above, the District shall require payment for the value of water taken and may impose costs for recovery, repair, or replacement of District property used or damaged in the violation per Regulation 1.

Section 13. Charges Due to Pulled Meters

Any District owned property that is tampered with, for the purpose of avoiding water charges, or any other unlawful purpose, may be pulled at the discretion of the District, and a charge of $150 (is this a trip charge?) shall be added the customer's account per Regulation X.

DIABLO WATER DISTRICT

November 18, 2026 Board Meeting

Item Number 9

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Future Board Meetings and Agenda Items.

~~**November 25, 2026 (Regular)**~~ **CANCELLED**	
December 9, 2026 (Special – Work Session) - 9:00 am	
Board Alignment and Governance Work Session	Workshop
December 9, 2026 (Special) - 2:00 pm	
Oath of Office for Directors Elected in Election	Action
Officer and Representative Assignments	Action
Acceptance of Annual Audit	Action
GFOA Distinguished Budget Award Presentation *(if awarded)*	Action
CalPERS Resolution of Intent	Action
Human Resources Regulation Update 106	Discussion
Contra Costa Special District Association Overview	Discussion
~~**December 23, 2026 (Regular)**~~ **CANCELLED**	
January 6, 2027 (Special – Strategic Planning) - 1:30 pm	
Randall-Bold Representation	Discussion
CCWD Overlap of Services	Discussion
Wellhead Treatment (Financial & Technical Information)	Discussion
Alignment of District & Broader Community Goals	Discussion
January 27, 2027 (Regular) - 6:30 pm	
Good Governance Refresher	Discussion
Other Items	**Future Date**
Cross-Connection Control Plan Update	Once Approved by State

Integrity