



Notice is hereby given that a  
**REGULAR MEETING**  
Of the Board of Directors will be held at:  
400 Church Street, Scotia, CA 95565

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Thursday, January 16, 2020  
Regular Meeting at 5:30 P.M.

## **AGENDA**

- A. CALL TO ORDER/ ROLL CALL** The Presiding officer will call the meeting to order and call the roll of members to determine the presence of a quorum. **PLEASE REMEMBER TO SILENCE ALL CELL PHONES**
- PLEDGE OF ALLEGIANCE**
- B. SETTING OF AGENDA** The Board may adopt/revise the order of the agenda as presented
- C. CONSENT CALENDAR** Consent Calendar items are routine, to be acted upon by the Board of Directors at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, it shall be moved so that it may be acted upon separately in business.
1. Approval of Previous Meeting Minutes December 19, 2019 Page 3
  2. Approval of December 1, 2019 – December 31, 2019 Check Registers Page 7
  3. Approval of Planwest Partners Invoice December 2019 Page 11
- D. PUBLIC COMMENT & WRITTEN COMMUNICATION**  
Regularly scheduled meetings provide an opportunity for members of the public to directly address the SCSD Board Members on any action item that has been described in the agenda for the meeting, before or during consideration of that item, or on matters not identified on the agenda within the Board jurisdiction. Comments are not generally taken on non-action items such as reports or information. **COMMENTS SHOULD BE LIMITED TO THREE MINUTES**
- E. PUBLIC HEARING -none-**
- F. BUSINESS**
1. **New Business**
    - a. Second Reading and Adoption of Water Ordinance 2019-2 *An Ordinance of the Board of Directors of the SCSD Amending Ordinance 2015-2 Title II -Water Service* for SB 998 compliance Page 14  
(15 minutes)
  2. **Old Business -none-**
- G. REPORTS** (5 minutes each)  
The Board may briefly discuss any particular item raised; no action will be taken on these items.
1. **President's Report:**
  2. **Board Director Reports:**
  3. **General Manager's Report:**

*AGENDA FOR A MEETING OF THE SCSD BOARD OF DIRECTORS*

*January 16, 2020*

**POSTED at 8:00 PM January 10, 2020**

**Packet Page 1**

- RDFPD Annexation
- SDRMA/FEMA/CalOES
- NPDES permit
- Carpenter's Shop roof replacement
- Museum Plaza

4. **Board Clerk's Report:**

5. **District Counsel's Report:**

6. **Engineer's Report:**

**H. BOARD TRAINING**

- Exercising Legislative Authority

**I. ADJOURNMENT**

Next Regular Meeting of the SCSD will be February 20, 2020 at 5:30 PM. A Special meeting may be held prior to that.

Notice regarding the Americans with Disabilities Act: The District adheres to the [Americans with Disabilities Act](#). Persons requiring special accommodations or more information about accessibility should contact the District Office. Notice regarding Rights of Appeal: Persons who are dissatisfied with the decisions of the SCSD Board of Directors have the right to have the decision reviewed by a State Court. The District has adopted [Section 1094.6](#) of the [Code of Civil Procedure](#) which generally limits the time within which the decision may be judicially challenged to 90 days.

Minutes of the REGULAR Board Meeting for the  
Scotia Community Services District  
Thursday, December 19, 2019 at 5:30 P.M.

**A. CALL TO ORDER/ ROLL CALL/PLEDGE OF ALLEGIANCE** The regular meeting of the Board of Directors of the Scotia Community Services District convened at 5:33 pm with the following directors in attendance:

Diane Black, Director - Present

Paul Newmaker, Director - Present

Scott Pitcairn, Director – Absent

Susan Pryor, Director – Present

Nina Sellen, Director – Present

Staff Present: Leslie Marshall, GM; Jennifer McDonald, Board Clerk

**B. SETTING OF AGENDA**

-No changes-

**C. CONSENT CALENDAR**

**1. Approval of Previous Meeting Minutes**

November 21, 2019

**2. Approval of November 1 – November 30, 2019 Check Registers**

**3. Approval of Planwest Partners November Invoice**

Public Comment.

**-NO PUBLIC COMMENT-**

**Motion: To Approve Consent Calendar**

**Motion:** Sellen **Second:** Newmaker

**Motion Vote:** Ayes- 4- Black, Newmaker, Pryor, Sellen **Opposed:** 0 **Absent:** 1 **Abstain:** 0

**D. PUBLIC COMMENT & WRITTEN COMMUNICATION**

Ted Vivatson from Eel River Brewery –

- In 2017 when TOS LLC transferred water and wastewater service to the SCSD a rate study was conducted by SHN to set the fee schedule. Mr. Vivatson claims the study has proven to be flawed and that the projected number for BOD and TSS were overestimated.
- The SHN study said BOD would be about 2300. But it comes in at 1100-1200 monthly.
- He feels that based on the EBUs, his business is paying water and sewer rates at nearly double what they should be.
- He asked that the Board and staff revisit the study and the rates to determine a cost that is more fair

GM in response to comment–

- The SCSD is in the process of conducting a Local Limits Study (LLS) for industrial discharges into the system. The LLS is executed by collecting preliminary samples will educate us on how to set up a pre-treatment program for our wastewater treatment system. It will set up limits for various discharges through industrial users of our system.

- The LLS will set up limits for those industrial users and effectively create a baseline for the district to monitor discharges and assess penalties if they exceed those limits.
- February Board meeting should have the results of the Local Limits Study. The district will be reaching out to each industrial discharger before the completion of this engineer produced report.
- The SCSD is not revisiting the fees within the master fee schedule through a Prop 218 process at this time however the LLS should reveal the BOD and TSS coming into the system and could change the BOD and TSS loading.

**E. Public Hearing – NONE**

**F. BUSINESS**

**1. New Business –**

**a. Election of Board Officers and Appointment of Signatory(s) for checks, Redwood Capitol, and Umpqua Banks**

Public Comment— **NONE**

**Motion:** To elect Paul Newmaker as President of the SCSD Board

**Motion:** Pryor **Second:** Black

**Motion Vote:** Ayes- 4- Black, Newmaker, Pryor, Sellen **Opposed:** 0 **Absent:** 1 **Abstain:** 0

Public Comment. – **NONE**

**Motion:** To elect Diane Black as Vice-President of the SCSD Board

**Motion:** Newmaker **Second:** Pryor

**Motion Vote:** Ayes- 4- Black, Newmaker, Pryor, Sellen **Opposed:** 0 **Absent:** 1 **Abstain:** 0

Public Comment. – **NONE**

**Motion:** To maintain appointment of signatories, Paul Newmaker and Susan Pryor for check, Redwood Capitol and Umpqua Banks

Public Comment. – **NONE**

**Motion:** Black **Second:** Sellen

**Motion Vote:** Ayes- 5- Black, Newmaker, Pryor, Sellen **Opposed:** 0 **Absent:** 1 **Abstain:** 0

**b. Approve Board Meeting time/Schedule for the 2020 calendar year**

Public Comment. – **NONE**

**Motion:** To Approve Board Meeting time/Schedule for the 2020 calendar year, maintaining the third Thursday of the month at 5:30 PM for the regularly scheduled meetings.

**Motion:** Pryor **Second:** Newmaker

**Motion Vote:** Ayes- 4- Black, Newmaker, Pryor, Sellen **Opposed:** 0 **Absent:** 1 **Abstain:** 0

**c. First Reading Water Ordinance 2019-2 *An Ordinance of the Board of Directors of the SCSD Amending Ordinance 2015-2 Title II -Water Service* for SB 998 compliance**

Public Comment. – NONE

First reading only, No action.

**d. Adopt Resolution 2019-21 A Resolution of the Scotia Community Services District Board of Directors Revising the Master Fee Schedule.**

Public Comment. – NONE

**Motion:** To Adopt Resolution 2019-21 A Resolution of the Scotia Community Services District Board of Directors Revising the Master Fee Schedule.

**Motion:** Black **Second:** Newmaker

**Motion Vote:** Ayes- 4- Black, Newmaker, Pryor, Sellen **Opposed:** 0 **Absent:** 1 **Abstain:**

**e. Adopt Resolution 2019-22. A Resolution of the Scotia Community Services District Board of Directors Amending the Personnel Policies and Procedures**

Public Comment. – NONE

**Motion:** To Adopt Resolution 2019-22. A Resolution of the Scotia Community Services District Board of Directors Amending the Personnel Policies and Procedures.

**Motion:** Newmaker **Second:** Black

**Motion Vote:** Ayes- 4- Black, Newmaker, Pryor, Sellen **Opposed:** 0 **Absent:** 1 **Abstain:**

**f. CalOES Notification of Obligation and Update**

Public Comment. – NONE

Informational only, no action.

**g. Terra-Gen Update**

Public Comment. – NONE

Informational only, no action.

**2. Old Business – NONE**

**G. REPORTS**

The Board may briefly discuss any particular item raised, no action will be taken on these items.

**1. President's Report:** None

2. **Board Director Reports:** None.

3. **General Manager's Report:**

- Discussion of commentary on the use of the soccer field by North Coast Paintball (from the Scotia Neighborhood Watch Facebook page) regarding impacts of traffic and possible speeding.
- The SCSD has advertised for a position of a Board Clerk/ Administrative Assistant.
- Community Member asked about the idea of volunteering time for the clean-up and repairs necessary to open up the museum plaza.
- GM feels that anything involved with heavy equipment will need to be done by district staff, but that we may solicit volunteers for replanting and general clean-up.
- Community member asked about the TOS homes for sale on 3<sup>rd</sup> street that appear to have had little to no work done to them.
- Director Pryor explained they are small homes priced for cash sales and TOS is motivated to get these homes sold so they can move onto the next phase.
- Corridor project 98% complete.
- River pump replacement mid-January.
- Phase 3 to begin in the Spring.
- Director Pryor inquired about the REC Solar project.
- GM explained that the subcontractors asking for a premium price on floating solar so a PPA is not looking likely and if we choose, we can begin to solicit proposal from other solar companies.

4. **Special Counsel's Report:** None

5. **Engineer's Report:** None

6. **Fire Chief's Status Report:** None

7. **Board Clerk Report:** None

**ADJOURNMENT at 6:47 PM by President Paul Newmaker**

Next Regular Meeting of the SCSD will be January 16, 2020 at 5:30 PM. A Special meeting may be held prior to that.  
Approved:

\_\_\_\_\_  
Paul Newmaker, President

Board of Directors

Scotia Community Services District

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jennifer McDonald, Board Clerk

Scotia Community Services District

\_\_\_\_\_  
Date

# Scotia Community Services District

## Account QuickReport

### As of December 31, 2019

Type	Date	Num	Name	Memo	Amount	Balance
<b>10000 - RCB Checking 28239</b>						1,288,083.72
Liability Check	12/03/2019	E-pay	EDD	093-5926-6 QB Tracking # ...	-175.47	1,287,908.25
Liability Check	12/03/2019	E-pay	United States Treas...	82-1570573 QB Tracking #...	-695.02	1,287,213.23
Check	12/03/2019	51029	John Hancock USA	PARS #86360	-218.67	1,286,994.56
Bill Pmt -Check	12/03/2019	ACH	Card Service Center	Credit Card payment	-820.55	1,286,174.01
Check	12/04/2019	Autopay	AT&T	Monthly phone service Chu...	-294.72	1,285,879.29
Check	12/04/2019	Autopay	AT&T	Monthly Phone Service WTP	-422.37	1,285,456.92
Check	12/04/2019	Autopay	AT&T	Monthly Phone Service W...	-180.89	1,285,276.03
Liability Check	12/04/2019		QuickBooks Payroll ...	Created by Payroll Service ...	-2,014.22	1,283,261.81
Paycheck	12/05/2019	DD1038	Brandon W. Wishneff	Direct Deposit	0.00	1,283,261.81
Bill Pmt -Check	12/05/2019	51030	Advanced Security		-394.50	1,282,867.31
Bill Pmt -Check	12/05/2019	51031	Alternative Business...	Monthly Copy Machine Meter	-52.42	1,282,814.89
Bill Pmt -Check	12/05/2019	51032	Anderson, Lucas, S...	Annual Fiscal Audit	-3,500.00	1,279,314.89
Bill Pmt -Check	12/05/2019	51033	EAN Services LLC	Rental Car for Jenn and Br...	-243.17	1,279,071.72
Bill Pmt -Check	12/05/2019	51034	Humboldt County D...	California Unified Program ...	-1,233.10	1,277,838.62
Bill Pmt -Check	12/05/2019	51035	Industrial Electric	Deep Well Pump	-2,755.30	1,275,083.32
Bill Pmt -Check	12/05/2019	51036	Johnson's Mobile R...	Fencing, Museum Plaza	-235.33	1,274,847.99
Bill Pmt -Check	12/05/2019	51037	North Coast Laborat...	Lab Testing	-1,000.00	1,273,847.99
Bill Pmt -Check	12/05/2019	51038	USA Blue Book	Chlorine Packets	-74.52	1,273,773.47
Bill Pmt -Check	12/05/2019	51039	Wyckoff Plumbing	Hose Bib to prevent water t...	-93.47	1,273,680.00
Deposit	12/05/2019			Deposit	3,089.24	1,276,769.24
Deposit	12/05/2019			Deposit	1,411.14	1,278,180.38
Deposit	12/10/2019			Deposit	348.12	1,278,528.50
Bill Pmt -Check	12/11/2019	51040	Horizon Business Pr...	shipping to pacific ecorisk	-273.65	1,278,254.85
Bill Pmt -Check	12/11/2019	51041	Pacific Paper	Office supplies	-205.06	1,278,049.79
Bill Pmt -Check	12/11/2019	51042	Prentice, Long PC	Monthly Retainer_legal cou...	-1,700.00	1,276,349.79
Bill Pmt -Check	12/11/2019	51043	Recology Eel River	496525 & 505547	-147.19	1,276,202.60
Bill Pmt -Check	12/11/2019	51044	Renner Petroleum	49589	-665.15	1,275,537.45
Bill Pmt -Check	12/11/2019	51045	Rio Dell-Scotia Cha...	Chamaber of Commerce M...	-50.00	1,275,487.45
Bill Pmt -Check	12/11/2019	51046	SDRMA	7724	-622.20	1,274,865.25
Check	12/12/2019	Autopay	PG&E	9297561150-7 Nov statem...	-681.90	1,274,183.35
Check	12/12/2019	Autopay	PG&E	3912565129-7 November s...	-27.53	1,274,155.82
Deposit	12/12/2019			Deposit	695.98	1,274,851.80
Bill Pmt -Check	12/12/2019	51048	Jonathon Penny	Bi-weekly landscaping	-210.00	1,274,641.80
Bill Pmt -Check	12/12/2019	51049	State Water Resour...	Water System Annual Fee	-567.60	1,274,074.20
Check	12/16/2019	Autopay	PG&E	November statement 3953...	-92.82	1,273,981.38
Bill Pmt -Check	12/17/2019	51050	Card Service Center	Mastercard Credit card pay...	-694.75	1,273,286.63
Bill Pmt -Check	12/17/2019	51051	PARS	SCO020	-300.00	1,272,986.63
Liability Check	12/17/2019	E-pay	EDD	093-5926-6 QB Tracking # ...	-207.89	1,272,778.74
Liability Check	12/17/2019	E-pay	United States Treas...	82-1570573 QB Tracking #...	-776.84	1,272,001.90
Check	12/17/2019	51052	John Hancock USA	PARS #86360	-274.90	1,271,727.00
Liability Check	12/18/2019		QuickBooks Payroll ...	Created by Payroll Service ...	-2,210.36	1,269,516.64
Deposit	12/18/2019			Deposit	3,840.00	1,273,356.64
Bill Pmt -Check	12/18/2019	51053	Planwest Partners	Contract Staff	-16,685.58	1,256,671.06
Deposit	12/18/2019			Deposit	6,073.90	1,262,744.96
Deposit	12/18/2019			Deposit	756.84	1,263,501.80
Paycheck	12/19/2019	DD1039	Brandon W. Wishneff	Direct Deposit	0.00	1,263,501.80
Check	12/19/2019	51054	Susan Pryor	Board Member Stipend Jul...	-400.00	1,263,101.80
Check	12/19/2019	51055	Nina Sellen	Board Member Stipend Jul...	-400.00	1,262,701.80

**Scotia Community Services District**  
**Account QuickReport**  
**As of December 31, 2019**

Type	Date	Num	Name	Memo	Amount	Balance
Check	12/19/2019	51056	Paul Newmaker	Board Member Stipend Jul...	-400.00	1,262,301.80
Check	12/19/2019	51057	Diane Black	Board Member Stipend Jul...	-400.00	1,261,901.80
Check	12/19/2019	51058	Scott Pitcairn	Board Member Stipend (Jul...	-300.00	1,261,601.80
Bill Pmt -Check	12/19/2019	51059	Jonathon Penny	Monthly office cleaning	-135.00	1,261,466.80
Bill Pmt -Check	12/19/2019	51060	Pintermedia	Upgrade php	-47.50	1,261,419.30
Bill Pmt -Check	12/19/2019	51061	Eureka Times Stand...	Legal Posting for Job listing	-165.51	1,261,253.79
Deposit	12/19/2019			Deposit	10,024.77	1,271,278.56
Bill Pmt -Check	12/24/2019	51062	NTU Technologies	Polymer	-3,687.19	1,267,591.37
Bill Pmt -Check	12/24/2019	51063	Pintermedia	Help with website (receivin...	-23.75	1,267,567.62
Bill Pmt -Check	12/24/2019	51064	Eureka Times Stand...	public noticing	-289.16	1,267,278.46
Deposit	12/26/2019			Deposit	2,378.44	1,269,656.90
Deposit	12/26/2019			Deposit	48,059.41	1,317,716.31
Deposit	12/26/2019			Deposit	35,427.64	1,353,143.95
Bill Pmt -Check	12/26/2019	51065	Whitchurch Enginee...	Engineering Services (Infr...	-4,923.60	1,348,220.35
Deposit	12/26/2019			Deposit	1,539.75	1,349,760.10
Deposit	12/30/2019			Deposit	3,830.59	1,353,590.69
Deposit	12/31/2019			Deposit	23,678.35	1,377,269.04
Bill Pmt -Check	12/31/2019	51066	Humbooks, LLC.	Bookkeeping Services	-1,050.00	1,376,219.04
Bill Pmt -Check	12/31/2019	51067	SHN	Local Limits and Log Pond ...	-405.00	1,375,814.04
Liability Check	12/31/2019	E-pay	EDD	093-5926-6 QB Tracking # ...	-162.35	1,375,651.69
Liability Check	12/31/2019	E-pay	United States Treas...	82-1570573 QB Tracking #...	-673.00	1,374,978.69
Liability Check	12/31/2019	E-pay	EDD	093-5926-6 QB Tracking # ...	-96.99	1,374,881.70
Total 10000 · RCB Checking 28239					86,797.98	1,374,881.70
<b>TOTAL</b>					<b>86,797.98</b>	<b>1,374,881.70</b>



Scotia Community Services District  
Account QuickReport  
As of December 31, 2019

Type	Date	Num	Name	Memo	Original Amount	Paid Amount	Balance
12000 · RCB Savings 10367							156,983.95
Total 12000 · RCB Savings 10367							156,983.95
TOTAL							156,983.95

Scotia Community Services District  
Account QuickReport  
As of December 31, 2019

Type	Date	Num	Memo	Original Amount	Paid Amount	Balance
12100 · RCB Cust Deposit Savings 10797						5,443.50
Total 12100 · RCB Cust Deposit Savings 10797						5,443.50
TOTAL						5,443.50



## INVOICE

**DATE:** December 30, 2019  
**TO:** Paul Newmaker, Board President  
Scotia Community Services District

**INVOICE #** 19-226-12

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Approved for Payment

**PROJECT:** Scotia Community Services District Staffing Services for December 2019

### **Task 1 – Administrative Duties**

#### **1.1 Administrative Duties**

General Admin tasks- filing, document prep, staff meetings, travel for meetings/staffing, responded to all incoming correspondence. Checked SCSD e-mail, mail, phone messages. Staff meetings, operations meetings, etc. Coordinated Umpqua banking for Brandis Tallman Financing for 1.17 million for parks and rec capital projects.

#### **1.2 Policies, Procedures, Ordinances**

Reviewed Personnel Policy language, Water Ordinance (disconnection), Master Fee Schedule

#### **1.3 Community Meetings Preparation and Attendance**

Met with parties on various District matters. Construction Meetings and continued coordination for Corridor Project.

#### **1.4 CSD Board Meeting Preparation**

Prepared agenda and board packet and attended regular and special board meetings.

#### **1.5 Bookkeeping, Billing, Invoicing, and Banking**

General billing and invoicing. QuickBooks and financial accounting. Banking. Prepping Audit.

#### **1.6 Website Postings, Emails, File Management**

Regular website maintenance and development. Website posting and document publishing. General e-mail responses/correspondence.

#### **1.7 Budgeting**

General budget review.

#### **1.8 Grant Research and Writing**

Continued correspondence with SHN on water and wastewater planning grant applications. FEMA grant meetings, Request for Quotation Prep and Sent. USDA Search Grant Application.

#### **1.9 Personnel**

Management and coordination of personnel, scheduling, policy review, etc.

### **Task 2 – Operations/Management of District Assets**

Continued operations for water, wastewater, parks and recreation, streets and street lighting, and storm drainage. WW Board meeting/inspection NPDES review and coordination with all staff, CIWQS/Lyris reporting, local limits study, log pond vegetation removal, park rentals, etc.



**Services December 2019**

Principal*	0 hours @ \$108 per hour	\$ 0.00
General Manager*	103 hours @ \$78 per hour	\$ 8,034.00
Asst. GM*	32 hours @ \$58 per hour	\$ 1,856.00
W/WW Operations Superintendent	24 hours @ \$58 per hour	\$ 1,392.00
GIS Analyst	3 hours @ \$72 per hour	\$ 216.00
Planning Tech/Admin/Clerk*	125.75 hours @ \$42 per hour	\$ 5,281.50
Mileage Expenses	532.9 miles @ \$ 0.58/ mile	\$ 294.87
<b>AMOUNT THIS INVOICE # 19-226-12</b>		<b>\$ 17,074.37</b>

\*General Manager, Asst. GM, Clerk & Principal time and activities include travel.

Please make check payable to: Planwest Partners  
P.O. Box 4581  
Arcata, CA 95518  
Tax Identification Number: 90-0262382

**Scotia CSD: Planwest Partners Staffing - DECEMBER 2019**

Task							Planwest Partners Inc.										Year to Date Total	Remaining Budget		
	Budget	July	August	Sept	Oct	Nov	Senior Planner	General Manager LM	Asst. GM ST	Operations Super-intendent BG	GIS Analyst JB	Planning Tech/Admin JM	Expense	Month Total						
	Rate	\$261,156.00						\$92	\$78	\$58	\$58	\$72	\$42.00							
Task 1 -Administrative Duties							\$169,476.00									\$10,644.37	\$74,988.57	\$94,487.43		
1.1 Administrative Duties			\$3,863.80	\$3,376.44	\$4,166.38	\$3,401.50	\$5,365.58		17.50	7.00			43.25	\$294.87	\$3,882.37	\$24,056.07				
1.2 Policies, Procedures, Ordinances			\$646.50	\$253.00	\$214.50	\$235.50	\$178.50		2.00				1.00		\$198.00	\$1,726.00				
1.3 Community Meetings prep & attendance			\$594.00	\$390.00	\$450.00	\$844.50	\$1,002.00		1.00						\$78.00	\$3,358.50				
1.4 CSD Board Meeting (Prep & Attendance, Minutes)			\$2,038.50	\$1,864.50	\$1,549.00	\$2,416.00	\$1,338.00		8.00				17.00		\$1,338.00	\$10,544.00				
1.5 Bookkeeping, Banking, Billing, and Invoicing			\$2,427.00	\$2,140.50	\$2,376.00	\$2,574.00	\$1,060.50		10.00				35.25		\$2,260.50	\$12,838.50				
1.6 Website/Emails/File Management			\$1,690.50	\$1,797.00	\$1,519.50	\$1,962.00	\$2,452.50		9.50			3.00	26.50		\$2,070.00	\$11,491.50				
1.7 Budgeting			\$58.00	\$117.00	\$156.00	\$0.00	\$78.00						2.00		\$84.00	\$493.00				
1.8 Grant Research and Writing			\$448.50	\$663.00	\$1,443.00	\$1,096.50	\$39.00		1.50				0.25		\$127.50	\$3,817.50				
1.9 Personnel			\$1,695.00	\$1,343.50	\$1,986.00	\$994.00	\$39.00		7.50				0.50		\$606.00	\$6,663.50				
Task 2- Operations/Management							\$91,680.00									\$6,430.00	\$39,350.00	\$52,330.00		
2.1 Treated Water, Raw Water, and Distribution			\$1,999.00	\$2,081.50	\$952.00	\$2,429.50	\$1,383.50		17.00	11.00	4.00				\$2,196.00	\$11,041.50				
2.2 Wastewater Collection, Treatment, Discharge, NPDES			\$2,776.00	\$3,838.50	\$3,096.00	\$3,633.50	\$2,581.00		22.00	9.00	20.00				\$3,398.00	\$19,323.00				
2.3 Stormwater and Drainage			\$116.00	\$0.00	\$0.00	\$0.00	\$0.00								\$0.00	\$116.00				
2.4 CSD Streets & Alleys, Street Lighting			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								\$0.00	\$0.00				
2.5 Parks Recreation: Community Forest, Theatre, Museum, Carpenter shop, Landscaping			\$953.50	\$1,092.00	\$1,392.50	\$1,069.50	\$1,168.00		7.00	5.00					\$836.00	\$6,511.50				
2.6 Land & Easements			\$1,169.00	\$331.00	\$741.00	\$117.00	\$0.00								\$0.00	\$2,358.00				
Staff Hours																Total Hrs	287.75			
Total							\$261,156.00 \$20,475.30 \$19,287.94 \$20,041.88 \$20,773.50 \$16,685.58							\$0.00 \$8,034.00 \$1,856.00 \$1,392.00 \$216.00 \$5,281.50 \$294.87 \$17,074.37 \$114,338.57 \$146,817.43						

Monthly Expenses	Expense
Mileage: 508.4 @ \$0.58/mile (miles)	\$294.87
Noticing Expenses	\$0.00
Printing Expenses	\$0.00
Postage Expenses	\$0.00
Monthly Expense Total	\$294.87

## **Scotia Community Services District Staff Report**

Date: January 16, 2020  
To: Scotia CSD Board of Directors  
From: Leslie Marshall, GM and Jennifer McDonald, BC  
Subject: Staff Report - Water Ordinance 2019-2 Amending Ordinance 2015-2 Title II – Water Service

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### **RECOMMENDATION:**

Second Reading of Water Ordinance 2019-2 Amending Ordinance 2015-2 Title II – Water Service. Review and discuss.

### **ACTION:**

Adopt by Title Only Water Ordinance 2019-2.

Adopt Water Ordinance 2019-2 Amending Ordinance 2015-2 Title II—Water Service

### **DISCUSSION:**

The SCSD Water Ordinance revision up for adoption today was effected to maintain compliance with SB 998. SCSD policy must be compliant with SB 998 no later than February 2020. This senate bill mandates that all agencies providing water service must incorporate updated specifications within written policy on the discontinuation of service for residential customers for non-payment. Specifications within the bill require our policies to adhere to the following:

- Prohibits discontinuing service for residential customers until they have been delinquent for at least 60 days.
- Requires the SCSD to contact the name on the delinquent account and provide them with the written policy no less than seven (7) days prior to discontinuing service.
- Requires the SCSD to waive interest charges on delinquent bills and limit the amount of reconnection service fee for customers 200% below the federal poverty line.
- Requires the SCSD to report the annual number of disconnections of residential service for inability to pay on its website and to the State Water Resource Control Board.

Furthermore, the Policy/Ordinance shall include the following:

- A plan for deferred or reduced payments.
- An alternative payment schedule.
- A formal mechanism for a customer to contest/appeal a bill.
- A phone number for customers to contact the district to discuss options for averting discontinuation of service for non-payment.

This ordinance revision has been reviewed by District legal counsel.

The Ordinance Amendment has been posted in the Times Standard prior to adoption today, and the full text has been posted at the District Office for public review.

**FISCAL IMPACT:**

None - May reduce revenue for any penalties reduced or waived.

**ATTACHMENTS:**

Ordinance 2019-2 Amending Ordinance 2015-2 Title II—Water Service

**ORDINANCE NO. 2019-2**

**AN ORDINANCE OF THE BOARD OF DIRECTORS  
OF THE  
SCOTIA COMMUNITY SERVICES DISTRICT  
AMENDING ORDINANCE 2015-2 TITLE II –WATER SERVICE**

The Board of Directors of the Scotia Community Services District does ordain as follows:

**Section 1:** Title II (Water Service) is hereby adopted as follows:

**TITLE II - WATER SERVICE  
CHAPTER 1 - WATER**

**SEC. 1.01. Words and Phrases.** For the purpose of this article all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.

**SEC. 1.02. Water System.** The District will furnish a system, plant works and undertaking used for and useful in obtaining, conserving and distributing of water for public and private uses, including all parts of the water system, all appurtenances to it, and lands, easements, rights in land, water rights, contract rights, franchises, and other water supply, storage and distribution facilities and equipment.

**SEC. 1.03. Separability.** If any section, subsection, sentence, clause, or phrase of this article is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

**SEC. 1.04. Pressure Conditions.** All applicants for service connections or water service shall be required to accept such conditions of pressure and service as are provided by the distributing system at the location of the proposed service connection, and to hold the District harmless for any damages arising out of low pressure or high-pressure conditions or interruptions in service.

**SEC. 1.05. Maintenance of Water Pressure and Shutting Down.** The District shall not accept any responsibility for the maintenance of pressure, and it reserves the right to discontinue service while making repairs. Customers dependent upon a continuous supply should provide emergency storage and supply.

**SEC. 1.06. Tampering With District Property.** No one except an employee or an authorized representative of the District shall at any time in any manner operate the curb stops or valves, main stops, gates or valves of the District's system; or interfere with meters or their connections, street mains or other parts of the water system. Water service may be discontinued until situation is resolved.

**SEC. 1.07. Penalty for Violation.** For the failure of the customer to comply with all or any part of this article, and any ordinance, resolution or order fixing rates and charges of the District, a penalty for which has not hereafter been specifically fixed, the customer's service shall be discontinued and the water shall not be supplied until the customer has complied with the rule or regulation, rate or charge which was violated or, in the event that they cannot comply with said rule or regulation, until they have satisfied the District that in the future they will comply with all



the rules and regulations established by ordinance of the District, and with all rates and charges of this District.

**SEC. 1.08. Ruling Final.** All rulings of the General Manager shall be final unless appealed in writing to the Board of Directors within (5) days. When a ruling of the General Manager is appealed in writing, the Board of Directors' ruling shall be final.

**SEC. 1.09. General Definitions.** All definitions included in Ordinance 2015-1 – Definitions, shall be included by reference and by such reference shall be incorporated in this ordinance as though herein set out in full.

**SEC. 1.10. General Manager.** The position of General Manager is hereby created. The General Manager shall regularly inspect and maintain all physical facilities related to the District water system, to see that they are in good repair and proper working order, and to note violations of any water regulations. The General Manager shall report directly to the Board of Directors.

The General Manager shall have, subject to approval of the Board of Directors, full charge and control of the maintenance, operation and construction of the water works and system; authority to employ and discharge all employees and assistants; fix and alter the compensation of employees and assistants subject to approval by the Board; and shall have charge of all employees and assistants. The General Manager shall perform such other duties as are imposed from time to time, and shall report to the Board of Directors in accordance with the rules and regulations as adopted by the Board.

The General Manager shall promptly report any violation or disrepair to the Board of Directors. If the work required is in the nature of an emergency, they shall take whatever steps are necessary to maintain service to Customers.

The General Manager, or their designee shall supervise all repair of construction work authorized by the Board and perform any other duties prescribed elsewhere in this ordinance or which shall be hereafter prescribed by the Board.

**SEC. 1.11. Clerk.** The position of the Clerk is hereby created. The Clerk shall have charge of the District office and of the billing for and collecting the charges herein provided. The Clerk shall perform such other duties as shall be determined by the General Manager and Board.

The Clerk shall compute, prepare and mail bills as hereinafter prescribed, make collections, maintain proper books of account, collect account for and refund deposits, do whatever else is necessary or directed by the Board to set up and maintain an efficient and economical bookkeeping system, and perform any other duties now or hereafter prescribed by the Board.

**SEC. 1.12. Performance of Duties.** The foregoing duties of the Clerk may be performed by an additional authorized employee.

## **CHAPTER 2 - NOTICES**

**SEC. 2.01. Notices to Customers.** Notices from the District to a customer will normally be given in writing, and either delivered or mailed to their last known address. Where conditions warrant and in emergencies, the District may resort to notification either by telephone, messenger or door hanger.

**SEC. 2.02. Notices from Customers.** Notice from the customer, or authorized representative, to the District may be given in writing at the District's operating office.

### CHAPTER 3 - APPLICATION FOR REGULAR WATER SERVICE

**SEC. 3.01. Application.** A property owner or their agent may apply for regular water service at the District offices by completing an application form, paying a nonrefundable processing fee and providing a deposit. The fee schedule and deposit amount can be acquired at the District office. The amounts are set by a resolution of the Board. The deposit will be applied to the account as a credit after 12 months with a good payment record.

**SEC. 3.02. Application Agreement.** The completion of an application will signify the customers' willingness and intention to comply with this and other ordinances or regulations relating to the regular water service and to make payment for all fees, costs and expenses associated with provision of the water service. In the event an application is executed by two or more individuals as the customer, each individual executing the application shall be jointly and severally liable to make payment for all fees, costs and expenses associated with provision of the water service.

**SEC. 3.03. Payment for Previous Service.** An application will not be honored unless payment in full has been made for water service previously rendered to the applicant by the District.

**SEC. 3.04. Installation Charges.** Services and meters shall be installed without charge for all applications for water service received prior to or during the initial construction of the District's water system. The charges below will apply to applications received after the District's Contractor has progressed with the work beyond their property frontage.

Where the applicant requests installation of a 1 1/2 inch or larger water meter or where unusual circumstances exist, the charge for installation of water service shall be equal to the estimated cost plus 10 percent of such service connection. The applicant shall deposit said amount with the District prior to installation, the District will track actual expenditures, the District will compute the difference between the deposit and the actual expenditure, the District will rebate the difference to the applicant where the actual expenditure is less than the deposit. The term "unusual circumstances", as used in this rule, shall include water mains deeper than 6 feet, slopes greater than 20 percent, service line lengths of more than 35 feet and closure of roadway due to traffic safety considerations. The schedule for all other service connections shall be as shown in the rate schedule.

Where the applicant requests the installation of a water meter in an existing water meter box, and the requested meter is to be connected to an existing meter set, the schedule of water meter installation charges shall be as shown in the rate schedule.

**SEC. 3.05. Installation of Service.** Upon application approval, water service infrastructure will be installed as requested by the applicant. The size shall be determined by the applicant. Service installations will be made only to property abutting on distribution mains as have been constructed in public streets, alleys, or easements, or to extensions thereof as hereby provided.

**SEC. 3.06. Changes in Customer's Equipment.** Customers making any material change in the size, character, or extent of the equipment or operations utilizing water service, or whose change in operations results in a large increase in the use of water, shall immediately give the District written notice of the nature of the change and, if necessary, amend their application.

**SEC. 3.07. Size and Location.** The District reserves the right to determine the size of service connections and their location with respect to the boundaries of the premises to be served. The

laying of Customer's pipe line to the meter should not be done until the location of the service connection has been approved by the District.

**SEC. 3.08. Curb Stop.** Every service connection installed within the District shall be equipped with a curb stop on both sides of the meter. The inlet curb stop is intended for the exclusive use of the District in controlling the water supply through the service connection pipe. If the inlet curb stop is damaged by the Customer's use to an extent requiring replacement, such replacement shall be at the Customer's expense. All new installations shall have a customer isolation valve, or outlet curb stop in box, to be owned, maintained, and used by customer.

**SEC. 3.09. Residential, Commercial and Industrial Service Connection.** It shall be unlawful to maintain a connection excepting in conformity with the following rules:

- A. **Separate Building.** Each building under separate ownership must be provided with a separate service connection. Two or more buildings on the same lot shall have separate services if the buildings could legally be sold separately. Two or more buildings under one ownership and on the same lot or parcel of land may (with specific Board approval, based on hardship) or extenuating circumstances be supplied through the same service connection; provided, that for each building under a separate roof an additional minimum will be applied to the single meter serving said buildings. The District reserves the right to limit the number of buildings or the area of land under one ownership to be supplied by one service connection.
- B. **Separate Property.** A service connection shall not be used to supply property of the same owner across a street or alley, without written approval for specific cases otherwise meeting the intent of this ordinance.
- C. **Divided Property.** When property provided with a service connection is divided, each service connection shall be considered as belonging to the lot or parcel of land which it directly enters.

**SEC. 3.10. Service Connections.** The service connections extending from the water main to the property line and including the meter, meter box and curb stop, shall be maintained and owned by the District. All pipes and fixtures extending or lying beyond the meter shall be installed, owned and maintained by the owner of the property.

**SEC. 3.11. Water Capacity Fee.** A water capacity fee shall be collected from each applicant requesting a new water service in addition to any processing fees and/or installation charges. The capacity fee is based on meter size, as shown on the rate schedule.

Due to recent changes in building code regulations, new single-family homes are to be sized with a 1" meter because of fire protection systems, rather than the typical 5/8" meter. It is recommended that all **new single-family residential units**, with meter sizes 5/8" up to and including 1", that require a larger size meter because of fire protection, be charged the 5/8" meter rate to reflect their typical demand on the system.

**SEC. 3.12. Commercial Landscape Meters.** The General Manager shall encourage all commercial users to install an irrigation meter in addition to the regular water meter. Where the customer agrees to install an irrigation meter, the overall connection charge shall be the same as if one water meter had been installed and the installation charge shall reflect the actual time and materials cost of adding an additional meter on the service line constructed for the primary meter.

## CHAPTER 4 - GENERAL USE REGULATION

**SEC. 4.01. Number of Services per Premises.** The applicant may apply for as many services as may be reasonably required for their premises, provided that the pipe line system from each service be independent of the others, they are not interconnected, and adequate water supply and pressure exists.

**SEC. 4.02. Water Waste.** No customer shall knowingly permit leaks or waste of water. Where water is wastefully or negligently used on a customer's premises seriously affecting the general service, the District may discontinue the service if such conditions are not corrected within five (5) days after giving the customer written notice.

**SEC. 4.03. Responsibility for Equipment on Customer Premises.** All public facilities installed by the District on private property for the purpose of rendering water service shall remain the property of the District and may be maintained, replaced or repaired by the District without consent or interference of the owner or occupant of the property. The property owner shall use reasonable care in the protection of the facilities. No payment shall be made by District for placing or maintaining said facilities on private property.

**SEC. 4.04. Damage to Water System Facilities.** The customer shall be liable for any damage to the service facilities when such damage is from causes originating on the premises by an act of the customer or their tenants, agents, employees, contractors, licensees or permittees, including the breaking or destruction of locks by the customer or others on or near a meter, or by blocking or parking on the meter. The District shall be reimbursed by the customer for any such damage or towing charge promptly on presentation of a bill.

**SEC. 4.05. Ground-Wire Attachments.** All individuals or business organizations are forbidden to attach any ground- wire or wires to any plumbing which is or may be connected to a service connection or main belonging to the District. The District will hold the customer liable for any damage to its property occasioned by such ground-wire attachments.

**SEC. 4.06. Control Valve on the Customer Property.** The customer shall provide a private outlet isolation valve in box on the private property side of the service installation, as close to the meter location as practicable, to control the flow of water to the piping on their premises. The customer shall not use the public inlet curb stop to turn water on and off for their convenience.

**SEC. 4.07. Cross-Connections.** The customer must comply with State and Federal laws governing the separation of dual water systems or installations of back flow protective devices to protect the public water supply from the danger of cross-connections as determined by the District. Back flow protective devices must be installed as near the service as possible and shall be open to test and inspection by the District. Plans for installation of back flow protective devices must be approved by the District prior to installation. Backflow protective devices shall be owned, maintained and tested at customer expense.

**SEC. 4.08. ID. - Special Cases.** In special circumstances, when the customer is engaged in the handling of especially dangerous or corrosive liquid(s) or industrial or process water(s), the District may require the customer to eliminate certain plumbing or piping connections as an additional precaution and as a protection to the back flow preventive devices.

**SEC. 4.09. Pressure Reducing Valves.** As a protection to the customer's plumbing system, a suitable pressure reducing valve must be installed, owned and maintained by the customer at their expense, when check valve or other protective devices are used. The pressure reducing

valve shall be installed on the customer side of the meter between the check valves and the residence.

**SEC. 4.10. Back Flow Device.** Whenever back flow protection has been found necessary on a water supply line entering a customer's premises, then any and all water supply lines from the District's mains entering such premises, buildings or structures shall be protected by an approved back flow device, regardless of the use of the additional water supply lines. The ownership, maintenance, and certified testing shall be the responsibility of the customer. The customer shall submit the testing results annually to the District. Failure to properly maintain or submit certified test results may result in termination of water service.

**SEC. 4.11. Discontinued Service.** The service of water to any premises may be immediately discontinued by the District if any defect is found in the check valve installation(s), other protective device(s), private water service, or if it is found that dangerous unprotected cross-connection(s) exist. Service will not be restored until such defect(s) are corrected.

**SEC. 4.12. Interruptions in Service.** The District shall not be liable for damage which may result from an interruption in pressure or service.

**SEC. 4.13. Ingress and Egress.** The District shall have the right of ingress and egress to the customer's premises for any purpose reasonably connected with the furnishing of water service.

**SEC. 4.14. Underground Water Service.** All private water services shall be buried; no above ground water service shall be allowed.

**SEC. 4.15. Penalty for Unauthorized Use.** The ability of the District to fill and maintain storage in their water storage tanks is critical to District operations and fire protection. Customers that fail to maintain their facilities (leaks, etc.), the taking of unauthorized water, customer operations that result in excessive fire protection measures that impact District raw or potable water tank storage (excessive fires) or customer operations that drain the fire or potable water tanks shall be subject to penalties or discontinuance of water or private fire protection service. The customer shall be subject to a penalty of \$5,000 per violation, increasing \$5,000 for each subsequent violation up to three violations in a calendar year, plus the cost of water and electrical use. After three events per calendar year, the District may discontinue water or private fire protection service. Non-structure fires shall be subject to the same above noted penalties, .  
(Revised 11/15/18 Ordinance 2018-2)

## **CHAPTER 5 - METERS**

**SEC. 5.01. Meter Installations.** Meters will be installed in the sidewalk area whenever possible, or as determined by the District, and shall be owned by the District and installed and removed at its expense. No rent or other charge will be paid by the District for a meter or other facilities, including connections on private property. No meter, seal, or lock shall be altered or broken except by one of the District's authorized employees or agents.

**SEC. 5.02. Change in Location of Meters.** Meters moved for the convenience of the customer will be relocated at the customer's expense. Meters moved to protect the District's property will be moved at District expense. If the customer desires to have the meter moved, the customer will be required to pay for new service at the desired location, as approved by the District.

## **CHAPTER 6 - BILLING**

**SEC. 6.01. Billing Period.** The regular billing period will be monthly.

**SEC. 6.02. Meter Reading.** Meters will be read monthly or bi-monthly.

**SEC. 6.03. Opening and Closing Bills.** Opening and closing bills for less than the normal billing period shall be pro-rated as to volumetric consumption, excluding base rate. If the total period for which service is rendered is less than one month, the monthly base rate shall not be less than the monthly minimum charge applicable. Closing bills may be estimated by the District for the final period as an expediency to permit the customer to pay the closing bill at the time service is discontinued.

**SEC. 6.04. Water Charges.** Water charges are due and payable at the office of the District on the date of mailing the bill to the property owner or their agent as designated in the application, and delinquent thirty (30) days after the invoice date.

**SEC. 6.05. Payment of Bills.** Bills for metered water service shall be rendered at the end of each billing period. Bill shall be payable on presentation. If this bill is not paid within sixty (60) days after the invoice date, service may be discontinued. A reconnection charge and penalties will be made and collected prior to renewing service following a discontinuance.

**SEC. 6.06. Billing of Separate Meters Not Combined.** Separate bills will be rendered for each meter installation except where the District has, for its own convenience, installed two or more meters in place of one meter. Where such installations are made the meter reading may be combined for billing purposes.

**SEC. 6.07. Customer's Guarantee.** The water charge begins when a service connection is installed and the meter is set, unless the water is ordered to be left shut off when the service connection is ordered to be installed. Before water is turned on by the District for any purpose, the customer must sign a form in which they guarantee payment of future water bills for the service required. The person signing the guarantee form or meter set form will be held liable for water used until the District is notified in writing to discontinue service or to transfer the account to another party.

**SEC. 6.08. Water Used Without Required Application.** A person taking possession of premises and using water from an active service connection without having made application to the District for water service shall be held liable for the water delivered from the date of the last recorded meter reading, and if the meter is found inoperative, the quantity consumed will be estimated. If proper application for water service is not made upon notification to do so by the District, and if accumulated bills for service are not paid immediately, the service shall be discontinued by the District without further notice.

**SEC. 6.09. Damages through Leaking Pipes and Fixtures.** The District's jurisdiction and responsibility ends at the water service meter and the District will in no case be liable for damages occasioned by water running from open or faulty fixtures, or from broken or damaged pipes behind the water meter or inside the property line.

**SEC. 6.10. Damage to Meters.** The District reserves the right to set and maintain a meter on any service connection. The water Customer shall be held liable, however, for any damage to the meter.

**SEC. 6.11. Public Institution Base Billing Charges.** Where multiple water meters serve a public institution, a single meter base charge may be charged based on the largest meter serving the institution.

## CHAPTER 7 - DISCONTINUANCE OF SERVICE

**SEC. 7.01. Termination of Service.** Water service may be terminated by the District in compliance with the notice and other requirements of Title 6, Division 1, Chapter 9.6 of the California Government Code.

A. Water service may be discontinued for any one of the following reasons:

1. Delinquency in payment of any water service rate or charge, except that residential service **shall not** be discontinued for non-payment in any of the following situations:
  - a. During the pendency of any investigation by the District of a customer dispute or complaint;
  - b. When a customer has been granted an extension of the period for payment of a bill respecting water service;
  - c. On the certification of a licensed physician and surgeon that to do so will be life threatening to the customer and the customer is financially unable to pay for service within the normal payment period and is willing to enter into an amortization agreement with the District and requests permission to amortize, over a period not to exceed twelve (12) months, the unpaid balance of any bill asserted to be beyond the means of the customer to pay within the normal payment period;
2. The unauthorized taking of water or the taking of water in excess of the amount paid for;
3. Failure of the customer to maintain their facilities in suitable condition to prevent waste or unauthorized use of water;
4. The existence of an unprotected cross connections on the customer's premises or the lack of adequate backflow protection at the service connection;
5. Any violation by the customer of any rules of the District governing water service.
6. Continued Events that result in emptying the potable or raw water fire tanks.

B. The following process will be followed prior to discontinuance of **residential** service for non-payment:

1. At least fifteen (15) days before any proposed discontinuance of residential water service for non-payment of a delinquent account respecting such service, the District shall mail a notice, postage prepaid, to the customer to whom the service is billed of the proposed discontinuance. Such notice shall be given not earlier than fifty-nine (59) days from the date of mailing the District's bill for such services and the fifteen (15) day period shall not commence until five (5) days after the mailing of the notice. In addition to the fifteen-day notice provided for in the preceding sentence, the District shall make a reasonable

attempt to contact an adult person residing at the premises of the customer by telephone or personal contact at least forty-eight (48) hours prior to discontinuance of service, except that, whenever telephone or personal contact cannot be established, the District shall give, by mail, in person, or by posting in a conspicuous location at the premises, a notice of discontinuance of service, at least forty-eight (48) hours prior to disconnection. To avoid service disconnection payment must be made at the District Office prior to 11:59 a.m. on the day specified for discontinuance.

2. The District shall provide to the customer, upon issuance of the proposed discontinuance, an offer to provide (in writing) the District policy on discontinuance of residential service for non-payment. The District shall also offer to discuss options 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.
3. Every notice of discontinuance of service required by this section shall include the following information:
  - a. The name and address of the customer whose account is delinquent;
  - b. The amount of the delinquency;
  - c. The date by which payment or arrangements for payment is required in order to avoid discontinuance;
  - d. A description of the process to apply for an extension of time to pay the delinquent charges.
  - e. A description of the procedure to petition for bill review and appeal.;
  - f. The telephone number and name of a representative of the District who can provide additional information or institute arrangements for payment.
  - g. 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, consistent with the written policies provided pursuant to subdivision (a) of section 116906 (to Part 12 of Division 104 of the Health and Safety Code, relating to water).
4. If the District is 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, the District shall make a good faith effort to visit the residence and leave, or make arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for non-payment and the District's water system's policy for discontinuation of residential service for non-payment.



- C. The following process will be followed prior to a discontinuance of **non-residential** water service for non-payment:

At least fifteen (15) days before discontinuing such a water service the District shall provide written notice which shall specify the reason for the proposed discontinuance and inform the customer of the procedure for and the availability of the opportunity to discuss the reason for the proposed discontinuance with the General Manager or the General Manager's designee, who is empowered to review disputes and rectify errors and settle controversies pertaining to such proposed discontinuance of service. The name and phone number of the General Manager or the General Manager's designee, shall be included in any such notice of proposed discontinuance given to the customer.

- D. No water service shall be discontinued to any customer because of any delinquency in payment on any Friday, Saturday, Sunday, legal holiday or at any time during which the business office of the District is not open to the public.
- E. Every complaint or request for investigation by a residential customer that is made within five (5) days of receiving the disputed bill for water service and every request by a residential customer that is made within fifteen (15) days of the mailing of the notice required by section B of this rule for an extension of the payment period of such a bill asserted to be beyond the means of the customer to pay in full during the normal period for payment shall be reviewed by the General Manager or the General Manager's designee. The review shall include consideration of whether the customer shall be permitted to amortize the unpaid balance of the account over a reasonable period of time, not to exceed nine (9) months. Any customer whose complaint or request for an investigation has resulted in an adverse determination by the General Manager or the General Manager's designee may appeal the determination to the Board of Directors.
- F. The General Manager or the General Manager's designee is authorized to investigate complaints and to review disputes pertaining to water service disconnections and to rectify errors and settle controversies pertaining to such matters and disputes. The General Manager or the General Manager's designee is also authorized to amortize one unpaid balance at a time for any account over a reasonable period of time. The General Manager may bring any such controversies to the Board of Director for settlement by the Board.
- G. The General Manager or the General Manager's designee is authorized to discontinue service to a residential customer with an amortization agreement if the customer fails to keep the account current as charges accrue in each subsequent billing period. The District shall not discontinue such service without giving notice to the customer at least forty-eight (48) hours prior to discontinuance of the conditions the customer is required to meet to avoid discontinuance. Such notice does not entitle said customer to further investigation by the District.

**SEC. 7.02. Reconnection.** Failure to receive bill does not relieve Customer of liability. Any amount due shall be deemed a debt to the District and any person, firm or corporation failing, neglecting or refusing to pay said indebtedness shall be liable to an action in the name of the District in any court of competent jurisdiction.

**SEC. 7.03. Reconnection Charge.** A reconnection charge plus penalties as applicable, shall be made and collected prior to renewing service following an initial discontinuance or suspension. Service reconnection shall also require the payment of all charges currently due in addition to the reconnection charges. An additional deposit will be required for water only customers or a larger deposit will be required of water/sewer accounts that have begun new service, reconnected or with an outstanding balance remaining from a previous SCSD service. Reconnection charges and penalties shall be as shown on the rate schedule.

The SCSD will limit the amount of a reconnection fee and waive interest charges on delinquent bills for a residential customer who demonstrates to the district a household income below 200% of the federal poverty line.

The District shall report the number of annual discontinuations of residential service for inability to pay on its website, and to the Board of Directors.

**SEC.7.04. Unsafe Apparatus.** Water service may be refused or discontinued to any premises where apparatus or appliances are in use which might endanger or disturb the service to other customers.

**SEC. 7.05. Cross-Connections.** Water service may be refused or discontinued to any premises where there exists a cross-connection in violation of state or federal laws.

**SEC. 7.06. Fraud or Abuse.** Service may be discontinued if necessary to protect the District against fraud or abuse.

**SEC. 7.07. Non-Compliance with Regulations.** Service may be discontinued for non-compliance with this or any other ordinance or regulation relating to the water service.

**SEC. 7.08. Upon Vacating Premises.** Customers desiring to discontinue service should so notify the District two (2) days prior to vacating the premises. Unless discontinuance of service is ordered, the customer(s) shall be liable for charges whether or not any water is used.

**SEC.7.09. Returned Check Fee.** The District shall charge the full returned payment fee, plus penalty, each time a customer's payment is rejected by that customer's financial institution. Returned check fees plus penalty shall be as shown on the rate schedule.

## **CHAPTER 8 - COLLECTION BY SUIT**

**SEC. 8.01. Penalty.** Water rates and charges which are not paid on or before the day of delinquency shall be subject to a penalty of ten percent (10%) and thereafter shall be subject to a further penalty of two percent (2%) per month on the first day of each month following.

**SEC. 8.02. Suit.** All unpaid water rates and charges and penalties herein provided may be collected by suit, collection agency, or other method as determined by District.

**SEC. 8.03. Costs.** Defendant shall pay all costs of suit in any judgment rendered in favor of District.

**SEC. 8.04. Collection by Interagency Intercept Program.** As an alternate to any of the other procedures herein provided, the District may collect unpaid user fees and charges through the State of California Interagency Intercept Program or other collection agency as determined by the District. Upon submitting an unpaid charge to the collection agency, SCSD will also notify

the customer at the last known customer address. Customers may appeal said submittal by filing an appeal with the District.

## **CHAPTER 9 - PUBLIC FIRE PROTECTION**

**SEC.9.01. Use of Fire Hydrants.** Fire hydrants are for use by the District or by organized fire protection agencies pursuant to contract with the District. Other parties desiring to use fire hydrants for any purpose must first obtain written permission from the District prior to use and shall operate the hydrant in accordance with instructions issued by the District. The District will install a hydrant meter with a control valve. Unauthorized use of hydrants will be prosecuted according to law.

**SEC.9.02. Moving of Fire Hydrants.** When a fire hydrant has been installed in the location specified by the proper authority, the District has fulfilled its obligation. If a property owner or other party desires a change in size, type or location of the hydrant, they shall bear all costs of such changes, without refund. Any change in the location of a fire hydrant must be approved by the District.

## **CHAPTER 10 - PRIVATE FIRE PROTECTION SERVICE**

**SEC. 10.01. Payment of Cost.** The applicant for private fire protection service shall pay the total actual cost of installation of the service from the distribution main to the customer's premises, including the cost of a detector check meter or other suitable and equivalent device, valve and meter box. Said installation to become the property of the applicant. The District shall inspect and approve all private fire protection systems.

**SEC. 10.02. No Connection to Other System.** There shall be no connections between this fire protection system and any other water distribution system on the premises.

**SEC. 10.03. Use.** There shall be no water used through the fire protection service except to extinguish fires and for testing the firefighting equipment.

**SEC. 10.04. Meter Rates.** Any consumption recorded on the meter will be charged for at 10 times the regular service rates except that no charge will be made for water used to extinguish fires where such fires have been reported to the District.

**SEC. 10.05. Monthly Rates.** The monthly rates for private fire protection lines shall be as specified in the rate schedule.

**SEC. 10.06. Water for Fire Storage Tanks.** Occasionally water may be obtained from a private fire service for filling a tank connected with the fire service, but only if written permission is secured from the District in advance and an approved means of measurement is available. The regular water rates will be applied.

**SEC. 10.07. Violation of Agreement.** If water is used from a private fire service in violation of the agreement or of these regulations, the District may, at its option, discontinue and remove the service.

**SEC.10.08. Water Pressure and Supply.** The District assumes no responsibility for loss or damage due to lack of water or pressure, either high or low, and merely agrees to furnish such quantities and pressures as are available in its general distribution system. The service is subject to shutdowns and variations required by the operation of the system.

**SEC. 10.09. Fire Services.** The following rules shall apply to fire service connections:

A. **Valve.** When a fire service connection is installed, the valve governing same will be closed and sealed and remain so until a written order is received from the owner of the premises to have the water turned on;

B. **Meter.** If the District has not required a meter, and if water is used through a fire service connection for any other purpose than extinguishing of fires, it shall have the right to place a meter on the fire service connection at the owner's expense, or shut off the entire water supply from such premises;

C. **Additional Service.** The District shall have the right to take a domestic, commercial or industrial service connection from the fire service connection at the curb to supply the same premises as those to which the fire service connection belongs. The Board of Directors shall also have the right to determine the proportion of the installation cost properly chargeable to each service connection, if such segregation of costs shall become necessary.

D. **Check Valve.** The District reserves the right to install on all fire service connections a check valve of a type approved by the National Board of Fire Underwriters, and to equip the same with a by-pass meter at the expense of the owner of the property.

## **CHAPTER 11 - TEMPORARY SERVICE**

**SEC. 11.01. Duration of Service.** Temporary service connections shall be disconnected and terminated within six (6) months after installation unless an extension of time is granted in writing by the District.

**SEC. 11.02. Deposit.** The applicant shall deposit in advance, the estimated cost of installing and removing the facilities required to furnish said service, exclusive of the cost of salvageable materials. Upon discontinuance of service, the actual cost shall be determined and an adjustment made as an additional charge, refund or credit. If service is supplied through a fire hydrant, the applicant will be charged in accordance with the rate schedule:

**SEC. 11.03. Installation and Operation.** All facilities for temporary service to the customer connection shall be made by the District and shall be operated in accordance with its instructions.

**SEC. 11.04. Responsibility for Meters and Installations.** The customer shall use all possible care to prevent damage to the meter or to any other loaned facilities of the District which are involved in furnishing the temporary service from the time they are installed until they are removed, or until 48 hours' notice in writing has been given to the District that the contractor or any other person is through with the meter or meters and the installation. If the meter or other facilities are damaged, the cost of making repairs shall be paid by the customer or deducted from the amount of the deposit.

**SEC. 11.05. Supply from Fire Hydrant.** An applicant for temporary use of water from a fire hydrant must secure a permit from the District and pay the regular fee charged for the installation and removal of a meter to be installed on the hydrant; and pay for the water used in accordance with the meter readings, at the rates prescribed by the District.

**SEC. 11.06. Unauthorized Use of Hydrants.** Tampering with any fire hydrant for the unauthorized use of water therefrom or for any purpose is a misdemeanor punishable by law.

**SEC.11.07. Short Term Processing Fee.** A property owner may set up a short-term water account to purchase up to 500 cubic feet of water for use at an existing meter for up to a two-week period by paying a non-refundable fee as shown on the rate schedule. The property owner may extend the time period and/or consumption limit by paying an additional non-refundable processing fee for each additional increment of time and/or consumption. The District will bill the customer for all water consumption over the 500 cubic foot consumption limit in any two-week period at the then current water rates.

**SEC.11.08. Bulk Water Sales.** The General Manager may sell water to water transporters who have first secured a permit for subsequent individual bulk sales in a specified transport vehicle. The General Manager shall charge the water transporter by truckload for the rated volume capacity of the transport vehicle based on the rate schedule. Each truckload will be charged a processing fee per load of water. Truckloads to be used inside the District boundaries will pay for the cost of water at current rates based on the capacity of the water transport vehicle. Truckloads to be used outside of District boundaries will pay for the cost of water at one and one-half (1.5) times the cost of water at current rates.

## **CHAPTER 12 - GENERAL PROVISIONS**

**SEC. 12.01. Pools and Tanks.** When an abnormally large quantity of water is desired for filling a swimming pool or for other purposes, arrangements must be made with the District prior to taking such water. Permission to take water in unusual quantities will be given only if it can be safely delivered through the District's facilities and if other Customers are not inconvenienced thereby.

**SEC. 12.02. Responsibility for Equipment.** The customer shall, at their own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying and utilizing water, and the District shall not be responsible for any loss or damage caused by the improper installation of such equipment, or the negligence or wrongful act of the customer or of any of their tenants, agents, employees, contractors, licensees, or permittees in installing, maintaining, operating or interfering with such equipment.

**SEC. 12.03. Service Outside District.** Where possible, potential customers outside the District shall annex before service is allowed if their property is contiguous to the District boundary or if the Board considers it to be in the best interest of the District. In addition to all other costs for providing service, the applicant shall be charged for the annexation proceedings. Where in the opinion of the Board, annexation is not feasible or desirable immediately upon application, the Board may elect to provide service outside of the District in accordance with state law. The terms and conditions of service shall be the same as in District except charges for water shall be 150% of the rates specified in this Ordinance. In addition, the applicant, their heirs or assigns must agree not to protest annexation if initiated at a later time.

**SEC. 12.04. Water Conservation.** Starting in Fiscal Year 2015-16 and in every year thereafter, the District shall conform with all local, state and federal requirements.

**Section 2: Severability.** If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be invalid or unconstitutional, the decision shall not affect the validity of the remaining portions of the Chapter. The Board of Directors hereby declares that it would have passed this Chapter, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid under law.

**Section 3: California Environmental Quality Act (CEQA) Determination.** Under the Environmental Impact Report which was completed upon the formation of the Scotia Community Services District, a determination was made that the District would not result in a significant environmental impact. This ordinance is also exempt from the CEQA Guidelines pursuant to Section 15061(b)(3) of the CEQA Guidelines.

**Section 4: Limitation of Actions.** Any action to challenge the validity or legality of any provision of this ordinance on any grounds shall be brought by court action commenced within ninety (90) days of the date of adoption of this ordinance.

**Section 5:** This ordinance will take effect thirty (30) days after the date of its adoption.

DATE: \_\_\_\_\_, 20\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Clerk, Scotia Community Services District

\_\_\_\_\_  
President, Scotia Community Services District

Clerk's Certificate

I hereby certify that the foregoing is a true and correct copy of Ordinance No. \_\_\_\_\_, passed and adopted at a regular meeting of the Board of Directors of the Scotia Community Services District, Humboldt County, California on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

\_\_\_\_\_  
Clerk, Scotia Community Services District