



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

Thursday May 21, 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 the Board Clerk will call the roll of members to determine the presence of a quorum. **PLEASE REMEMBER TO SILENCE ALL CELL PHONES**
- In accordance with the Governor's Executive Orders N-25-20 and N-29-20 SCSB Board of Directors shall conduct the District's business via teleconference as the Board chambers are closed at this time. **This meeting may be accessed by using the following call-in number: 1 669 900 6833. When prompted enter the meeting i.d. 813 4311 0300 and the following password 744468.** Please submit public comments in writing 24 hours ahead of the meeting, if possible. If anyone who wishes to teleconference the meeting and has ADA access needs, please call the SCSB Administrative Office not less than 24 hours in advance of the meeting time to make accommodations.
- 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—April 16, 2020 [page 3](#)
 2. Approval of Previous Special Meeting Minutes—April 23, 2020 [page 7](#)
 3. Approval of April 1, 2020—April 30, 2020 RCB Check Registers [page 8](#)
 4. Approval of April 1, 2020—April 30, 2020 Umpqua Check Registers [page 12](#)
 5. Approval of RCB Mastercard Statement—March 9- April 7, 2020 [page 17](#)
 6. Approval of Umpqua Visa Statement—April 1-April 30, 2020 [page 21](#)
 7. Approval of Planwest Partners Invoice—April 2020 [page 23](#)
- D. PUBLIC COMMENT & WRITTEN COMMUNICATION** Regularly scheduled meetings provide an opportunity for members of the public to directly address the SCSB 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. ADJOURN TO CLOSED SESSION**
1. Call to Order
 2. Roll Call
 3. Government Code §54956.9; Discuss pending litigation with District Legal Counsel

AGENDA FOR A MEETING OF THE SCSB BOARD OF DIRECTORS

May 21, 2020

POSTED at 4:00 PM May 15, 2020

Packet Page 1

4. Closed session discussion

F. ADJOURN TO OPEN SESSION

1. Report out of closed session

G. PUBLIC HEARING -none-

H. BUSINESS

1. New Business

a. First reading and consider adoption of Ordinance 2020-2: An Ordinance of the Board of Directors of the Scotia Community Services District Amending Ordinance 2019-2 Title II – Water Service [page 26](#)

b. First reading and consider adoption of Ordinance 2020-3: An Ordinance of the Board of Directors of the Scotia Community Services District Amending Ordinance 2015-3 Title III – Wastewater Service [page 44](#)

c. Consider Adopting Resolution 2020-7 A Resolution of the Scotia Community Services District Board of Directors Amending the Scotia Community Services District FY 2020-2021 Master Fee Schedule [page 90](#)

d. Consider Adopting Resolution 2020-8: A Resolution of the Scotia Community Services District Board of Directors Signing the California Water/Wastewater Agency Response Network (CalWARN) 2007 Omnibus Mutual Assistance Agreement [page 100](#)

1. CalWARN 2007 Articles of Agreement Omnibus Mutual Assistance Program

e. Consider approving the use of Carpenter's Field for use by the Eel River Kings for practices only during Phase 2 of Humboldt County reopening [page 114](#)

f. FY 2020-2021 Draft Budget Review #2 [page 115](#)

2. Old Business -none-

I. 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:**

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

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

6. **Engineer's Report:**

7. **Fire Chief's Report:**

J. BOARD TRAINING -Abridged Brown Act Training

K. ADJOURNMENT

Next Regular Meeting of the SCSD will be June 18, 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, April 16, 2020 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 **5:30** via teleconference with the following directors in attendance:

Diane Black, Vice President – Present

Paul Newmaker, President– Present

Scott Pitcairn, Director – Present

Susan Pryor, Director – Present

Nina Sellen, Director – Present

Staff Present: Leslie Marshall, General Manager, Jennifer McDonald, Board Clerk

B. SETTING OF AGENDA

-No changes but item F1a. was amended to read as the 3rd instead of 2nd reading of Claims Ordinance 2020-1

C. CONSENT CALENDAR

1. Approval of Previous Regular Meeting Minutes: March 19, 2020
2. Approval of Previous Special Meeting Minutes: March 26, 2020
3. Approval of Special Meeting Minutes: April 8, 2020
4. Approval of March 1, 2020—March 31, 2020 RCB Check Registers
5. Approval of March 1, 2020—March 31, 2020 Umpqua Check Registers
6. Approval of RCB Mastercard Statement: February 7, 2020—March 8, 2020
7. Approval of Umpqua Visa Statement: March 1, 2020—March 31, 2020
8. Approval of Planwest Partners Invoice: March 2020

Public Comment —None—

Motion: To Approve Consent Calendar

Motion: Pryor **Second:** Pitcairn

Motion Vote: Ayes (5) Black, Newmaker, Pitcairn, Pryor, Sellen Opposed: 0 Absent: 0 Abstain: 0

D. PUBLIC COMMENT & WRITTEN COMMUNICATION

— None—

E. Public Hearing

— None—

F. BUSINESS

1. New Business –

- a.** Third Reading and Adoption of Claims Ordinance 2020-1: An Ordinance of the Scotia Community Services District Board of Directors Regulating the Filing of Claims Against the District Which Are Exempt from the Government Claims Act.

Public Comment —None—

Motion: Adopt by title only Claims Ordinance 2020-1

Motion: Black **Second:** Newmaker

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

Public Comment —None—

Motion: Adopt Claims Ordinance 2020-1: An Ordinance of the Scotia Community Services District Board of Directors Regulating the Filing of Claims Against the District Which Are Exempt from the Government Claims Act (Government Code Section 810-996.6) Adopting Title IX – Claims Ordinance

Motion: Pitcairn **Second:** Sellen

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

- b.** Resolution 2020-2: A Resolution of the Scotia Community Services District Board of Directors to Amend the Scotia Community Services District Utility Billing Adjustment Policy

Public Comment —None—

Motion: Adopt Resolution 2020-2: A Resolution of the Scotia Community Services District Board of Directors to Amend the Scotia Community Services District Utility Billing Adjustment Policy

Public Comment —None—

Motion: Pryor **Second:** Pitcairn

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

- c.** Resolution 2020-3: A Resolution of the Scotia Community Services District to Accept the Independent Audit Report for July 1, 2018-June 30, 2019

Motion: Adopt Resolution 2020-3: A Resolution of the Scotia Community Services District Board of Directors to Accept the Independent Audit Report for July 1, 2018-June 30, 2019

Public Comment —None—

Motion: Pitcairn **Second:** Newmaker

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

d. SCSD draft budget for FY 20/21

- The SCSD draft budget was presented. A second read will occur at the May meeting, and third read and adoption will occur in June for submittal to the County
- GM reported out details of the draft budget
- Informational only, no action taken

e. NPDES Permit renewal update

- District staff met with the RWQCB and HRC in order to discuss the plan for a NPDES permit renewal
- District has been operating on an administrative extension for almost 3 years
- Determining factors for the process moving forward will be the outcome of the log pond and if it is considered waters of the state. (If a groundwater connectivity study shows the log pond or other polishing ponds influence groundwater reaching the river, then it will be considered waters of the state)
- If the district is the primary NPDES permit holder HRC would become an industrial discharger on our permit
- If the district and HRC become co-permittees with different monitoring standards
- Separate NPDES permits both entities would discharge into the log pond and the District's final monitoring point would move
- Each of these various scenarios have advantages and disadvantages but regardless of the direction the permit takes, the RWQCB is adamant that moving forward a written agreement will be in place between the District and HRC spelling out the allowing what our requirements are for them to discharge into the log pond
- Informational only, no action taken

f. Parks and Recreation – Consider closing park road to vehicles in response to shelter in place orders

- Staff discussed with the Board the ongoing issues of reckless driving in the parks
- Warmer weather and kids being home from school has led to numerous people to the park and river bar where social distancing is not being observed
- While parks are closed in the interest of public health, staff will be installing reckless driver deterrents such as large boulders and increased signage

Public Comment —None—

Motion: To temporarily close the vehicle access gate to District park facilities while social distancing and shelter in place orders stand

Motion: Newmaker **Second:** Pitcairn

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

g. LAFCo Independent Special District Election

Public Comment —None—

Motion: Instruct Board Clerk to cast a ballot for Debra Lake from the Fruitland Fire Protection District to sit on the Board for Humboldt LAFCo

Motion: Pryor **Second:** Sellen

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

2. Old Business – NONE

F. REPORTS

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:

- FEMA update: Projects are transferring from FEMA to CalOES
- Staffing: Office staffing is happening on alternating days to allow for distancing
- Rio Dell annexation was pushed off due to the latest LAFCo Board meeting's cancellation over shelter in place/ distancing orders
- The Board needs to schedule a time for a special, closed session meeting regarding pending litigation

4. Special Counsel's Report:

5. Engineer's Report:

6. Fire Chief's Status Report:

7. Board Clerk Report:

ADJOURNMENT at 6:33 PM by Paul Newmaker

Next Regular Meeting of the SCSD will be May 21, 2020 at 5:30 PM. A Special Meeting, a closed session, will be held prior to that, on Thursday April 23, 2020 at 5:30 PM to address pending litigation.

Approved:

Paul Newmaker, President

Board of Directors

Scotia Community Services District

Date

Attest:

Board Clerk

Scotia Community Services District

Date

Minutes of the SPECIAL Board Meeting for the
Scotia Community Services District
Thursday, April 23, 2020 at 5:30 P.M.

CALL TO ORDER/ ROLL CALL/PLEDGE OF ALLEGIANCE The special meeting of the Board of Directors of the Scotia Community Services District convened at 5:30 p.m. via teleconference with the following Directors in attendance

Diane Black, Vice President – Present

Scott Pitcairn, Director – Present

Susan Pryor, Director – Present

Nina Sellen, Director – Present

Newmaker, President – Present

Staff Present: Leslies Marshall GM, Jennifer McDonald, BC Amanda Uhrhammer, Legal Counsel

A. SETTING OF AGENDA – No changes

B. PUBLIC COMMENT & WRITTEN COMMUNICATION – None

C. ADJOURN TO CLOSED SESSION

1. Call to Order
2. Roll Call
3. Government Code §54956.9; Discuss pending litigation with District Legal Counsel
4. Closed session discussion

D. ADJOURN TO OPEN SESSION

1. Amanda Uhrhammer reported out of closed session
 - a. Direction was given to staff regarding pending litigation

E. BUSINESS

1. New Business – NONE

2. Old Business – NONE

D. ADJOURNMENT at 12:04 PM by President Newmaker

Next Regular Meeting of the SCSD will be May 21, 2020 at 6:04 PM. A Special meeting may be held prior to that.

These minutes were approved by the Board of Directors of the Scotia Community Services District on May 21, 2020 at its duly-noticed regular meeting in Scotia, CA.

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 April 30, 2020

Type	Date	Num	Name	Memo	Amount	Balance
10000 - RCB Checking 28239						969,774.46
Bill Pmt -Check	04/01/2020	51171	Alternative Business...	Monthly meter - copy mach...	-55.07	969,719.39
Bill Pmt -Check	04/01/2020	51172	EAN Services LLC	Rental Car_Delivery of toxi...	-129.39	969,590.00
Bill Pmt -Check	04/01/2020	51173	Eureka Times Stand...	Account 381359_ Legal po...	-201.85	969,388.15
Bill Pmt -Check	04/01/2020	51174	NTU Technologies	275 Gallon Polymer tote	-3,687.19	965,700.96
Bill Pmt -Check	04/01/2020	51175	Fortuna Ace	Electronic rat traps	-119.31	965,581.65
Deposit	04/01/2020			Deposit	177.91	965,759.56
Deposit	04/01/2020			Deposit	209.28	965,968.84
Check	04/03/2020	Autopay	AT&T	Alarm Phone wwtp	-179.46	965,789.38
Check	04/03/2020	Autopay	AT&T	Alarm phone WTP	-424.40	965,364.98
Check	04/03/2020	Autopay	AT&T	phone at district office	-292.34	965,072.64
Liability Check	04/06/2020	E-pay	EDD	093-5926-6 QB Tracking # ...	-198.67	964,873.97
Liability Check	04/06/2020	E-pay	United States Treas...	82-1570573 QB Tracking #...	-947.72	963,926.25
Liability Check	04/06/2020	E-pay	EDD	093-5926-6 QB Tracking # ...	-31.98	963,894.27
Check	04/06/2020	51176	John Hancock USA	PARS #86360	-399.22	963,495.05
Liability Check	04/08/2020		QuickBooks Payroll ...	Created by Payroll Service ...	-3,122.64	960,372.41
Bill Pmt -Check	04/08/2020	51177	Johnson's Mobile R...	fencing museum plaza	-235.33	960,137.08
Bill Pmt -Check	04/08/2020	51178	Recology Eel River	496525 & 505547	-147.19	959,989.89
Bill Pmt -Check	04/08/2020	51179	Umpqua Bank Loan ...	97748019077	-43,254.03	916,735.86
Deposit	04/08/2020			Deposit	120.00	916,855.86
Paycheck	04/09/2020	DD1050	Brandon W Wishneff	Direct Deposit	0.00	916,855.86
Paycheck	04/09/2020	DD1051	Jennifer A McDonald	Direct Deposit	0.00	916,855.86
Deposit	04/10/2020			Deposit	648.62	917,504.48
Bill Pmt -Check	04/10/2020	51180	Penny's Creations &...	Mowing and trimming CSD ...	-210.00	917,294.48
Check	04/13/2020	ACH	PG&E	PG&E bill - River Pumps	-17,238.17	900,056.31
Check	04/13/2020	Autopay	PG&E	Account 999103557-9 Fire...	-39.23	900,017.08
Check	04/13/2020	Autopay	PG&E	Account 3912565129-7 Ca...	-169.37	899,847.71
Check	04/13/2020	Autopay	PG&E	Account No. 39521256073-...	-172.74	899,674.97
Check	04/13/2020	Autopay	PG&E	Account No. 0990281861-7...	-935.11	898,739.86
Check	04/13/2020	Autopay	PG&E	Account No. 9297561150-7...	-674.38	898,065.48
Deposit	04/15/2020			Deposit	214.81	898,280.29
Bill Pmt -Check	04/17/2020	51181	Planwest Partners	Contract Staffing Services	-13,736.00	884,544.29
Deposit	04/17/2020			Deposit	11,572.29	896,116.58
Bill Pmt -Check	04/17/2020	51182	PARS	SCO020	-300.00	895,816.58
Bill Pmt -Check	04/17/2020	51183	Prentice, Long PC	Legal Counsel - Retainer	-1,700.00	894,116.58
Bill Pmt -Check	04/17/2020	51184	SHN	NPDES/ HMBP/FIM/Cal-A...	-14,788.29	879,328.29
Bill Pmt -Check	04/17/2020	51185	Sunbelt Rentals, Inc		-823.38	878,504.91
Bill Pmt -Check	04/17/2020	51186	Umpqua Bank CC P...	Visa Statement (paid pg&e...	-19,372.78	859,132.13
Bill Pmt -Check	04/17/2020	51187	Valley Pacific Petrol...	Fuel	-899.92	858,232.21
Bill Pmt -Check	04/17/2020	51188	Whitchurch Enginee...	Construction Meetings/ Pu...	-1,623.60	856,608.61
Bill Pmt -Check	04/17/2020	51189	Whitchurch Enginee...	ADA Design Soccer Field	-2,640.00	853,968.61
Deposit	04/20/2020			Deposit	369.23	854,337.84
Liability Check	04/22/2020		QuickBooks Payroll ...	Created by Payroll Service ...	-3,080.90	851,256.94
Bill Pmt -Check	04/22/2020	51191	John Hancock USA	PARS #86360	-431.42	850,825.52
Deposit	04/22/2020			Deposit	2,104.21	852,929.73
Deposit	04/22/2020			Deposit	2,185.40	855,115.13
Bill Pmt -Check	04/22/2020	51192	SDRMA	7724	-622.20	854,492.93
Paycheck	04/23/2020	DD1052	Brandon W Wishneff	Direct Deposit	0.00	854,492.93
Paycheck	04/23/2020	DD1053	Jennifer A McDonald	Direct Deposit	0.00	854,492.93

Scotia Community Services District
Account QuickReport
As of April 30, 2020

Type	Date	Num	Name	Memo	Amount	Balance
Deposit	04/27/2020			Deposit	2,918.53	857,411.46
Bill Pmt -Check	04/27/2020	51193	SDRMA	7724	-622.20	856,789.26
Deposit	04/27/2020			Deposit	47,293.28	904,082.54
Bill Pmt -Check	04/27/2020	51194	Penny's Creations &...		-345.00	903,737.54
Total 10000 · RCB Checking 28239					-66,036.92	903,737.54
TOTAL					-66,036.92	903,737.54

Scotia Community Services District
Account QuickReport
As of April 30, 2020

Type	Date	Num	Name	Memo	Split	Amount	Balance
12000 · RCB Savings 10367							1,003.29
Deposit	04/01/2020			Interest	40210 · Interes...	0.09	1,003.38
Total 12000 · RCB Savings 10367						0.09	1,003.38
TOTAL						0.09	1,003.38

Scotia Community Services District
Account QuickReport
As of April 30, 2020

Type	Date	Num	Name	Memo	Split	Amount	Balance
12100 · RCB Cust Deposit Savings 10797							6,210.98
Total 12100 · RCB Cust Deposit Savings 10797							6,210.98
TOTAL							6,210.98

Scotia Community Services District
Account QuickReport
As of April 30, 2020

Type	Date	Num	Name	Memo	Split	Amount	Balance
12151 · Umpqua Park & Rec Savings							272,797.96
Total 12151 · Umpqua Park & Rec Savings							272,797.96
TOTAL							272,797.96

Scotia Community Services District
Account QuickReport
As of April 30, 2020

Type	Date	Num	Name	Memo	Split	Amount	Balance
12152 · Umpqua Checking BT Loan							938,246.80
Total 12152 · Umpqua Checking BT Loan							938,246.80
TOTAL							938,246.80

Scotia Community Services District
Account QuickReport
As of April 30, 2020

Type	Date	Num	Name	Memo	Split	Amount	Balance
12153 · Umpqua CD Drainage							35,751.70
Total 12153 · Umpqua CD Drainage							35,751.70
TOTAL							35,751.70

Scotia Community Services District
Account QuickReport
All Transactions

Type	Date	Num	Name	Memo	Split	Amount	Balance
12154 · Umpqua CD Streets & Streetlight							
Transfer	02/04/2020			Funds Transfer	10000 · RCB C...	106,761.00	106,761.00
Deposit	02/29/2020			Interest	40210 · Interes...	121.68	106,882.68
Total 12154 · Umpqua CD Streets & Streetlight						106,882.68	106,882.68
TOTAL						106,882.68	106,882.68

Scotia Community Services District
Account QuickReport
As of April 30, 2020

Type	Date	Num	Name	Memo	Split	Amount	Balance
12155 · Umpqua CD Wastewater							200,227.95
Total 12155 · Umpqua CD Wastewater							200,227.95
TOTAL							200,227.95



SCOTIA COMM SVCS DIST
Account Number: XXXX XXXX XXXX 0143

Billing Questions:
800-367-7576

Website:
www.cardaccount.net

Send Billing Inquiries To:
Card Service Center, PO Box 569120, Dallas, TX 75356

REDWOOD CAPITAL BANK Credit Card Account Statement
March 9, 2020 to April 7, 2020

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$907.16
- Payments	\$907.16
- Other Credits	\$0.00
+ Purchases	\$879.24
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$879.24

Account Number XXXX XXXX XXXX 0143
Credit Limit \$27,000.00
Available Credit \$26,120.00
Statement Closing Date April 7, 2020
Days in Billing Cycle 30

PAYMENT INFORMATION

New Balance: \$879.24
Minimum Payment Due: \$26.38
Payment Due Date: May 2, 2020

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
03/25	03/25	8559061F5EHM6BQ2G	PAYMENT - THANK YOU	\$907.16-
			TOTAL XXXXXXXXXXXX0143	\$907.16-

Transactions continued on next page

Please see reverse side of page 1 for important information.

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SCOTIA COMM SVCS DIST
Account Number: XXXX XXXX XXXX 0143

TRANSACTIONS (continued)

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
✓ 03/25	03/26	5545885F50T1Q5MQM	USCELL RECURRING 1111111111 IL	\$330.53
03/27	03/29	5543286F75SW0N598	INTUIT *PAYROLL 833-830-9255 CA	\$394.00
04/01	04/01	5543286FQ5SS2FKQ3	AMZN MKTP US*BO8AP7TD3 AMZN.COM/BILL WA	\$7.53
04/01	04/01	5531020FQ2DZMPTR5	AMAZON.COM*SM5ZF7HY3 A AMZN.COM/BILL WA	\$87.18
✓ 04/02	04/02	5543286FD5SZX696W	CLEARPATHGPS, INC. 805-979-3442 CA	\$60.00
LESLIE D MARSHALL				
TOTAL XXXXXXXXXXXX1117				\$879.24

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	14.24% (v)	\$0.00	30	\$0.00
Cash Advances	14.24% (v)	\$0.00	30	\$0.00

(v) - variable

To avoid additional interest charges, pay your New Balance in full on or before the Payment Due Date.

Exciting news! Go online today and check out the all-new enhancements to the Card Service Center website. E-statements, additional payment options, links to Preferred Points website, and other helpful sites. Visit us today at www.cardaccount.net to enroll your credit card account(s) on the newly enhanced website.

Thank you for the opportunity to serve your credit card needs. Should your future plans include travel, please contact us at 1-800-367-7576.



LESLIE D MARSHALL
Account Number: XXXX XXXX XXXX 1117

Billing Questions:
800-367-7576

Website:
www.cardaccount.net

Send Billing Inquiries To:
Card Service Center, PO Box 569120, Dallas, TX 75356

REDWOOD CAPITAL BANK Credit Card Account Statement
April 7, 2020

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$0.00
- Payments	\$0.00
- Other Credits	\$0.00
+ Purchases	\$0.00
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$0.00

Account Number	XXXX XXXX XXXX 1117
Credit Limit	\$15,000.00
Available Credit	\$15,000.00
Statement Closing Date	April 7, 2020
Days in Billing Cycle	0

PAYMENT INFORMATION

New Balance:	\$0.00
Minimum Payment Due:	\$0.00
Payment Due Date:	May 2, 2020

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
03/25	03/26	5545885F50T1Q5MQM	USCELL RECURRING 1111111111 IL	\$330.53
03/27	03/29	5543286F75SW0N598	INTUIT *PAYROLL 833-830-9255 CA	\$394.00
04/01	04/01	5531020FQ2DZMPTR5	AMAZON.COM*SM5ZF7HY3 A AMZN.COM/BILLWA	\$87.18
04/01	04/01	5543286FQ5SS2FKQ3	AMZN MKTP US*BO8AP7TD3 AMZN.COM/BILLWA	\$7.53
04/02	04/02	5543286FD5SZX696W	CLEARPATHGPS, INC. 805-979-3442 CA	\$60.00
04/07	04/07	000000000000COMPC	TOTAL PURCHASES \$879.24	
			TOTAL \$879.24	

Please see reverse side of page 1 for important information.

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B57:

62

1088

REDWOOD CAPITAL BANK
1550 N BROWN RD 150
LAWRENCEVILLE GA 30043



Account Number: XXXX XXXX XXXX 1117
New Balance: \$0.00
Minimum Payment Due: \$0.00
Payment Due Date: May 2, 2021

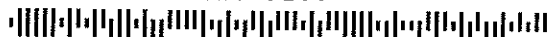
Please use enclosed envelope to remit payment.

Amount Enclosed: \$

☐ Indicate name or address change on reverse side and check here.

Make Check Payable to:

CARD SERVICE CENTER
PO BOX 569100
DALLAS TX 75356-9100



LESLIE D MARSHALL
SCOTIA COMM SVCS DIST 1088
PO BOX 104
SCOTIA CA 95565-0104



55906147097011170000000000000000003

Packet Page 19



LESLIE D MARSHALL
Account Number: XXXX XXXX XXXX 1117

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	14.24% (v)	\$0.00	0	\$0.00
Cash Advances	14.24% (v)	\$0.00	0	\$0.00

(v) - variable

To avoid additional interest charges, pay your New Balance in full on or before the Payment Due Date.

Exciting news! Go online today and check out the all-new enhancements to the Card Service Center website. E-statements, additional payment options, links to Preferred Points website, and other helpful sites. Visit us today at www.cardaccount.net to enroll your credit card account(s) on the newly enhanced website.

Thank you for the opportunity to serve your credit card needs. Should your future plans include travel, please contact us at 1-800-367-7576.

Please see reverse side of page 1 for important information.



UMPQUA
B · A · N · K

BL ACCT 00002823-20000001
SCOTIA CSD

Account Number: 4807 2509 0004 3769
Closing Date: 04/30/20

Page 1 of 3
VISA

Account Inquiries



Customer Service: (866) 777-9013
Lost or Stolen Card: (866) 839-3485



Please Direct Written Inquiries to:
UMPQUA BANK
PO BOX 1952
SPOKANE, WA 99210-1952



To pay on-line:
www.umpquabank.com

Account Summary

Previous Balance	\$	19,372.78
Purchases	+	506.37
Cash	+	0.00
Special	+	0.00
Credits	-	0.00
Payments	-	19,372.78 -
Other Debits	+	0.00
Finance Charges	+	0.00
NEW BALANCE	\$	506.37

Payment Information



Total Minimum Payment Due \$506.37

Minimum Payment	\$	506.37
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Payment Due Date 05/25/20

Mail Payments to: UMPQUA BANK PO BOX 2310 SPOKANE WA 99210-2310

Account Activity Since Your Last Statement

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
04/09	04/12	PPLN01	24445000101100135432432	DOLLAR GENERAL #14839 RIO DELL CA	\$ 1.09
04/15	04/17	PPLN01	24137460108000973610267	TRACTOR SUPPLY CO #1795 FORTUNA CA	324.82
Cardholder Name: BRANDON W WISHNEFF					
Total Charges for Account Number: 4807250900043785					325.91
04/01	04/02	PPLN01	24493980093026412108037	ZOOM.US 888-799-9666 CA	\$ 14.99
04/03	04/05	PPLN01	24427330094740252228782	FORTUNA GROCERY OUT FORTUNA CA	4.34
04/16	04/17	PPLN01	24269750107900012400015	SOFTLINE DATA, INC 952-4764604 MN	111.50
04/22	04/23	PPLN01	24015170113002211141795	76 - BROADWAY GAS & DELI EUREKA CA	49.63
Cardholder Name JENNIFER A MCDONALD					
Total Charges for Account Number: 4807250900043793					180.46
Payments, Adjustments and Others					
04/20	04/20		00000000000000000000113132	PAYMENT - THANK YOU	\$ 19,372.78 -

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW 5 DAYS FOR MAIL DELIVERY



UMPQUA
B · A · N · K

BL ACCT 00002823-20000001
SCOTIA CSD

Account Number: 4807 2509 0004 3769
Closing Date: 04/30/20



IMPORTANT INFORMATION

Finance Charge Calculation Methods and Computation of Average Daily Balance Subject to Finance Charge. The Finance Charge Calculation Method applicable to your account for Cash Advances, Balance Transfers and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

Method A - Average Daily Balance (including current transactions). The Finance Charge on purchases begins from the date the transaction is posted to your account, and the Finance Charge on cash advances begins from the date you obtained the cash advance, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period.

We figure a portion of the Finance Charge on your applicable balance (i.e., Cash Advance balance, Balance Transfer balance, or Purchase Balance, as the case may be) by applying the applicable periodic rate to the applicable "average daily balance" (including current Transactions). To get the "average daily balance," we take the beginning balance of your Cash Advances, Balance Transfers, or Purchases, as the case may be, each day, add any new Cash Advances, Balance Transfers, or Purchases, as the case may be, and subtract any payments or credits applicable to Cash Advance balance, Balance Transfer balance, or Purchase balance, as the case may be. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

Payment Crediting and Credit Balance. Payments received at the location specified on the front of the statement after the phrase "MAKE CHECK PAYABLE TO" will be credited as of the date of receipt to the account specified on the payment coupon. Payments received at locations other than the address specified or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request in writing that such amount be paid to you. Submit your request to the address indicated on the front of this statement after the phrase "Please Direct Written Inquiries to:."

Closing Date. The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

Annual Fee. If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill, to the address found at the top of the first page of this bill under your financial institutions name. You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half, to this same address.

Negative Credit Reports. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agencies if you fail to fulfill the terms of your credit obligations.

Billing Disputes

Disputes regarding charges or billings hereunder shall be communicated in writing to Umpqua Bank at the address indicated in Section 18 of the Umpqua Bank Commercial Card Account Agreement. Communications should include the Commercial Cardholder name and Account number, the dollar amount of any dispute or suspected error, the reference number and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received by Umpqua Bank within sixty (60) days of the date of the statement on which the disputed or incorrect charge first appeared or you will be deemed to have waived any objection to them. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges and charges incurred by telephone order where the authenticity of the charge is in question. Umpqua Bank will investigate disputes and billing errors, but it will not be responsible for resolving or correcting them.

INVOICE

DATE: April 30, 2020
TO: Paul Newmaker, Board President
Scotia Community Services District

INVOICE # 20-226-04

Approved for Payment

PROJECT: Scotia Community Services District Staffing Services for April 2020

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.

1.2 Policies, Procedures, Ordinances

Reviewed Personnel Policy language and policies for COVID-19, researched posting Job Description, Water Ordinance (disconnection), Water leak adjustment policy

1.3 Community Meetings Preparation and Attendance

Met with parties on various District matters. Construction Meetings and continued coordination for Corridor Project/Phase 3 Subdivision plans via conference call.

1.4 CSD Board Meeting Preparation

Prepared agenda and board packet and attended regular and special board meetings. Looked into Zoom for conference meetings for COVID-19.

1.5 Bookkeeping, Billing, Invoicing, and Banking

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

1.6 Website Postings, Emails, File Management

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

1.7 Budgeting

General budget review, Mid-year budget prep and amendment. Draft Budget development.

1.8 Grant Research and Writing

Continued correspondence with SHN on water and wastewater planning grant applications. FEMA grant meetings, SDRMA claim. USDA Search Grant. Tasked SHN with research for funding River Pumps Emergency Back-up Generator.

1.9 Personnel

Management and coordination of personnel, scheduling, policy review, etc. Prepared new Operator job description for posting.

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 April 2020

Principal*	0 hours @ \$108 per hour	\$ 0.00
General Manager*	126.25 hours @ \$78 per hour	\$ 9,847.50
Asst. GM	24 hours @ \$58 per hour	\$ 1,392.00
W/WW Operations Superintendent	11.5 hours @ \$58 per hour	\$ 667.00
GIS Analyst	4 hours @ \$72 per hour	\$ 288.00
Asst. Planner/Clerk*	0 hours @ \$62 per hour	\$ 0.00
Mileage Expenses	0 miles @ \$ 0.575/ mile	\$ 0.00
AMOUNT THIS INVOICE # 20-226-04		\$ 12,194.50

* time and activities may 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 - April 2020

Task					Planwest Partners Inc.								Year to Date Total	Remaining Budget
	Budget	Jan	Feb	March	Senior Planner	General Manager LM	Asst. GM ST	Operations Super-intendent BG	GIS Analyst JB	Asst. Planner/ Clerk	Expense	Month Total		
	Rate	\$261,156.00			\$92	\$78	\$58	\$58	\$72	\$62				
Task 1 -Administrative Duties	\$169,476.00											\$4,711.50	\$103,483.57	\$65,992.43
1.1 Administrative Duties		\$3,328.56	\$1,479.94	\$1,325.00		11.75	1.00				\$0.00	\$974.50	\$31,164.07	
1.2 Policies, Procedures, Ordinances		\$272.00	\$311.00	\$233.00		2.00	2.00					\$272.00	\$2,814.00	
1.3 Community Meetings prep & attendance		\$468.00	\$117.00	\$390.00		2.00						\$156.00	\$4,489.50	
1.4 CSD Board Meeting (Prep & Attendance, Minutes)		\$814.50	\$1,176.00	\$351.00		5.25						\$409.50	\$13,295.00	
1.5 Bookkeeping, Banking, Billing, and Invoicing		\$2,143.50	\$663.00	\$877.50		4.00						\$312.00	\$16,834.50	
1.6 Website/Emails/File Management		\$2,007.00	\$726.00	\$1,222.50		8.00			4.00			\$912.00	\$16,359.00	
1.7 Budgeting		\$888.00	\$1,306.00	\$741.00		13.00	2.00					\$1,130.00	\$4,558.00	
1.8 Grant Research and Writing		\$253.50	\$0.00	\$156.00		3.00						\$234.00	\$4,461.00	
1.9 Personnel		\$1,286.00	\$292.00	\$955.50		3.25	1.00					\$311.50	\$9,508.50	
Task 2- Operations/Management	\$91,680.00											\$7,483.00	\$67,728.00	\$23,952.00
2.1 Treated Water, Raw Water, and Distribution		\$1,721.50	\$2,702.50	\$3,484.00		43.75	5.00	4.00				\$3,934.50	\$22,884.00	
2.2 Wastewater Collection, Treatment, Discharge, NPDES		\$2,755.00	\$4,091.00	\$2,852.50		19.00	10.00	7.50				\$2,497.00	\$31,518.50	
2.3 Stormwater and Drainage		\$39.00	\$0.00	\$0.00								\$0.00	\$155.00	
2.4 CSD Streets & Alleys, Street Lighting		\$0.00	\$0.00	\$0.00								\$0.00	\$0.00	
2.5 Parks Recreation: Community Forest, Theatre, Museum, Carpenter shop, Landscaping		\$817.50	\$777.00	\$1,148.00		10.75	3.00					\$1,012.50	\$10,266.50	
2.6 Land & Easements		\$390.00	\$117.00	\$0.00		0.50						\$39.00	\$2,904.00	
Staff Hours					0.00	126.25	24.00	11.50	4.00	0.00	Total Hrs	165.75		
Total	\$261,156.00	\$17,184.06	\$13,758.44	\$13,736.00	\$0.00	\$9,847.50	\$1,392.00	\$667.00	\$288.00	\$0.00	\$0.00	\$12,194.50	\$171,211.57	\$89,944.43

Monthly Expenses	Expense
Mileage: 0.00 @ \$0.575/mile (miles)	\$0.00
Noticing Expenses	\$0.00
Printing Expenses	\$0.00
Postage Expenses	\$0.00
Monthly Expense Total	\$0.00

Scotia Community Services District Staff Report

Date: May 21, 2020
To: Scotia CSD Board of Directors
From: Leslie Marshall, GM and Jennifer McDonald, BC
Subject: Ordinance 2020-2: An Ordinance of the Scotia Community Services District
Board of Directors Amending Ordinance 2019-2 Title II – Water Service

RECOMMENDATION:

First Reading of Ordinance 2020-2: An Ordinance of the Scotia Community Services District
Board of Directors Amending Ordinance 2019-2 Title II – Water Service

ACTION:

Review, discussion and First Reading by Title Only.

DISCUSSION:

From time to time, District Ordinances are reviewed and updated as required. The SCSD Water Ordinance 2019-2 Title II was adopted in December 2019 to reflect policy changes surrounding residential service shutoff in response to SB 998. The revision up for first read today is for clarification regarding the District's base rates for water. The key components of this revision are as follows:

- Chapter 6 Billing- Water Charges is amended to read *Water Service* Charges and differentiates between a monthly water base rate and a monthly consumption charge.
- Base rate is further defined as a requisite charge regardless of any water usage
- Base rates and monthly consumption charges are explained as the revenues that help to fund Operations and maintenance, Capital reserve, and loan repayment.

This ordinance revision will be reviewed by District legal counsel and posted in the Times Standard prior to adoption in June, and the full text will be posted at the District Office for public review.

FISCAL IMPACT:

None at this time. This update serves to reinforce District policy about base rate charges.

ATTACHMENTS:

Ordinance 2020-2: An Ordinance of the Scotia Community Services District Board of Directors
Amending Ordinance 2019-2 Title II – Water Service

ORDINANCE NO. ~~2020-22019-2~~

AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE
SCOTIA COMMUNITY SERVICES DISTRICT
AMENDING ORDINANCE 201~~95~~-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 w~~W~~ith 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 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 connections shall be required to have a separate water meter 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 Service Charges. A monthly water service charge is a charge for an immediately available property-related water service. The monthly charge shall apply to all utility customers within the District's limits. The amount of the monthly charge is established by Resolution and is part of the District's Master Fee Schedule. The monthly charge is composed of a monthly water base rate and a monthly consumption charge. The amount of each shall be applied as follows:

A. A monthly base rate shall be imposed on all customers based upon meter size, regardless of any actual water usage, which shall include consolidated amounts for:

1. Operations and maintenance
2. Capital reserve; and
3. Loan repayment

B. A monthly consumption charge, in addition to a monthly base rate, shall be imposed on all customers based on one hundred cubic feet of water used, which shall include consolidated amounts for:

1. Operations and maintenance
2. Capital reserve; and
3. Loan repayment

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

Scotia Community Services District Staff Report

Date: May 21, 2020
To: Scotia CSD Board of Directors
From: Leslie Marshall, GM and Jennifer McDonald, BC
Subject: Ordinance 2020-3: An Ordinance of the Scotia Community Services District
Board of Directors Amending Ordinance 2015-3 Title III – Wastewater Service

RECOMMENDATION:

First Reading of wastewater Ordinance 2020-3: An Ordinance of the Scotia Community Services District Board of Directors Amending Ordinance 2015-3 Title III – Wastewater Service

ACTION:

Review, discussion and First Reading by Title Only.

DISCUSSION:

From time to time, District Ordinances are reviewed and updated as required. The SCSD Wastewater Ordinance 2015-3 Title III was adopted in November 2015 to establish policies and detail conditions of SCSD Wastewater service. The revision up for first read today is for clarification regarding the District's base rates for water and general editing. The key components of this revision are as follows:

- Clarification of monthly base rates per equivalent dwelling unit (EDU) regardless of any actual water usage that shall include consolidated amounts for operations and maintenance, capital reserve, and loan repayment
- The monthly flow rate imposed on all customers that shall include consolidated amounts for operations and maintenance, capital reserve, and loan repayment
- The monthly strength rate (BOD & TSS) in addition to the monthly base and flow rates shall include consolidated amounts for operations and maintenance, capital reserve, and loan repayment

This ordinance revision will be reviewed by District legal counsel and posted in the Times Standard prior to adoption in June, and the full text will be posted at the District Office for public review.

FISCAL IMPACT:

None at this time. This update serves to reinforce District policy about requisite base rate charges.

ATTACHMENTS:

Ordinance 2020-3: An Ordinance of the Scotia Community Services District Board of Directors Amending Ordinance 2015-3 Title III-Wastewater Service

ORDINANCE NO. ~~2015-2020~~ - 33

AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE
SCOTIA COMMUNITY SERVICES DISTRICT
ADOPTING TITLE III – WASTEWATER SERVICE

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

Section 1: Title III – Wastewater Service is hereby adopted as follows:

TITLE III – WASTEWATER SERVICE

CHAPTER 13 – WASTEWATER

SEC. 13.01. Purpose and Policy. This Wastewater Ordinance sets uniform requirements for discharges into the ~~Wastewater~~-wastewater collection and treatment system and enables the District to comply with the administrative provisions set by the California Regional Water Quality Control Board, North Coast Region and the applicable effluent limitations, national standards of performance, toxic and pre-treatment effluent standards, and any other discharge criteria which are required or authorized by State or Federal law, and to derive the maximum public benefit by regulating the quality and quantity of ~~Wastewater~~-wastewater discharged into the District systems. This Ordinance provides a means of determining ~~Wastewater~~-wastewater volumes, constituents and characteristics, the setting of charges and fees, and the issuance of permits to certain users. Revenues derived from the application of this Ordinance shall be used to defray the costs of operating and maintaining adequate ~~Wastewater~~-wastewater collection and treatment systems and infrastructure to provide sufficient funds for capital outlay, bond service costs, capital improvements, and depreciation.

SEC. 13.02. Violation Unlawful. It shall be unlawful for any person whose building is required to be connected to ~~a Wastewater~~District infrastructure under this ordinance to connect to, construct, install or provide, maintain and use any other means of sewage disposal from said building except by connection to District infrastructure~~a Wastewater~~ in the manner as in this Ordinance provided.

SEC. 13.03. Relief on Application. When any person, by reason of special circumstances, is of the opinion that any provision of this ordinance is unjust or inequitable as applied to their premises, they may make written application to the Board of Directors, stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to their premises.

If the application is approved, the Board may, by resolution, suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the application and continuing during the period of the special circumstances.

SEC. 13.04. Relief on Own Motion. The Board may, on its own motion, find that by reason of special circumstances any provision of this regulation and ordinance should be suspended or modified as applied to a particular premise, and may, by resolution, order such suspension or modification for such premises during the period of such special circumstance, or any part thereof.

SEC. 13.05. District Inspector. The General Manager may personally perform or employ a qualified person or persons to perform the duties of inspecting the installation, connection, maintenance and use of all infrastructure and collection facilities in the District, to be known as the District Inspector.

SEC. 13.06. Wastewater Permits and Fees. No ~~Wastewaterwastewater~~, side ~~Wastewaterwastewater~~, building ~~Wastewater-wastewater~~ or other sewerage facility shall be installed, altered or repaired within the District until a permit for the work has been obtained and all fees paid in accordance with the requirements of this ordinance, and any other ordinance adopted by the Board of Directors.

CHAPTER 214 – USE OF WASTEWATERS REQUIRED

SEC. 214.01. Treatment of Wastewaters Required. It shall be unlawful to discharge to any stream or watercourse any domestic or industrial ~~Wastewater-wastewater~~ or other polluted waters, except where suitable treatment has been provided in accordance with the provisions of this ordinance.

SEC. 214.02. Unlawful Disposal. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, seepage pit or other facility intended or used for the disposal of Wastewater.

SEC. 214.03. Wastewater Required. The applicant of any proposed building to be situated within the District and abutting on any street in which there is now located or may be in the future be located ~~a-Wastewater of the DistrictDistrict infrastructure~~, is hereby required to connect, at their expense, said building, directly with the proper ~~District infrastructureWastewater~~ in accordance with the provisions of this ordinance provided that said Wastewater is within three hundred (300) feet of the nearest point of the property line and the building is within one thousand (1,000) feet of the ~~District infrastructureWastewater~~.

The applicant of any existing building, provided with a lateral connection shall connect to the Wastewater within ninety (90) days after the date of official notice to do so.

SEC. 214.04. Occupancy Prohibited. No building, industrial facility or other structure shall be occupied until the applicant of the premises has complied with all rules and regulations of the District.

CHAPTER 315 – PERMITS AND FEES

SEC. 315.01. Permit Required. No unauthorized person shall uncover, make any connection with or opening into, use, alter, or disturb any ~~District infrastructurecommunity WastewaterDistrict infrastructure~~ or appurtenances or perform any work on any lateral or building ~~Wastewater wastewater~~ without first obtaining a written permit from the District and paying to the District the applicable permit fee. Other non-district permits may be required.

SEC. 315.02. Application for Permit. Any person legally entitled to apply for and receive a permit shall make such application on forms provided by the District for that purpose. They shall give a description of the character of the work proposed to be done and the location, occupancy and use of the premises. The General Manager may require plans, specifications or drawings and such other information as may be needed necessary.

If the General Manager determines that the plans, specifications, drawings, descriptions or information furnished by the applicant is in compliance with the ordinances, rules and regulations of the District, a permit shall be issued upon payment of the required fees. The schedule of fees shall be set by resolution of the Board. The schedule shall be available at the District office upon request. The issuance of ~~Wastewater discharge~~ ~~Discharge permits~~ ~~Permits,~~ to establishments producing industrial wastes, shall be governed by the provisions of this ordinance.

SEC. 315.03. Plan Check Fees. A plan check fee in the amount of 2% of the estimated construction cost for main extensions and engineering review of subdivisions will be charged when an application for service is filed with the District. Actual ~~Cost~~ ~~cost~~ will be charged when the application is approved by the Board of Directors.

SEC. 315.04. Compliance with Permit. After approval of the application, evidenced by the issuance of a permit, no change shall be made in the location of the ~~Wastewaterwastewater infrastructure~~, the grade, materials, or other details from those described in the permit or as shown on the plans and specifications for which the permit was issued except with written permission from the District, the General Manager or other authorized representatives.

SEC. 315.05. Agreement. The applicant's signature on an application for any permit shall constitute an agreement to comply with all of the provisions, terms and requirements of this and other ordinances, rules and regulations of the District, and with the plans and specifications filed with their application, of any, together with such corrections or modifications as may be made or permitted by the District, if any. Such agreement shall be binding upon the applicant and may be altered only by the District upon the written request for the alternation from the applicant.

SEC. 315.06. All Work to Be Inspected. All Wastewater construction work shall be inspected by an inspector acting for the District to insure compliance with all requirements of the District. No ~~Wastewater-wastewater~~ infrastructure shall be covered at any point until it has been inspected and passed for acceptance. No ~~Wastewater-wastewater~~ infrastructure shall be connected to the District's ~~community WastewaterDistrict infrastructure~~ until the work covered by the permit has been completed, inspected, and approved by the Inspector. If the test proves satisfactory, the Inspector shall issue a certificate of satisfactory completion.

SEC. 315.07. Notification. It shall be the duty of the person doing the work authorized by permit to notify the General Manager of the District in writing that said work is ready for inspection. Such notification shall be given not less than twenty-four (24) hours before the work is to be inspected. It shall be the duty of the person doing the work to make sure that the work will stand the tests required by the District before giving the above notification.

SEC. 315.08. Condemned Work. When any work has been inspected and the work condemned and no certification of satisfactory completion given, the applicant of the premises, or the agent of such applicant, shall repair the Wastewater infrastructure or other work authorized by the permit in accordance with the ordinances, rules and regulations of the District.

SEC. 315.09. All Costs Paid By Applicant. All costs and expenses specific to the installation and connection of any Wastewater infrastructure or other work for which a permit has been issued shall be paid by the applicant. Such costs shall include the costs expended by the District for the installation of lateral infrastructure. These costs are in addition to any other connection permit fee required by this or any other ordinance of the District that provides for connection fees, rates and charges. The applicant shall indemnify the District from any loss or damage that may directly or indirectly be occasioned by the work.

SEC. 315.10. Street Excavation Permit. A separate permit must be secured from the State, County or any other party having jurisdiction thereover by applicants or contractor intending to excavate a public street for the purpose of ~~installing Wastewaters~~ or making Wastewater collection system connections.

SEC. 315.11. Liability. The District and its officers, agents and employees shall not be liable for any injury or death to any person or damage to any property arising during or growing out of the performance of any work by the applicant. The applicant shall be responsible for, and shall hold the District and its officers, agents, and employees harmless from, any liability imposed by law upon the District or its officers, agents, or employees, including all defense or enforcement costs, expenses, fees and interest incurred. Applicant shall be responsible for any defects in the performance of their work or any failure which may develop therein.

SEC. 315.12. Time Limit in Permits. If work under a permit is not commenced within six (6) months from the date of issuance or if after partial completion, the work is discontinued for a period of one year, the permit shall thereupon become void and no further work shall be done until a new permit shall have been secured. A new fee shall be paid upon the issuance of said new permit.

CHAPTER ~~416~~ – CONNECTION CHARGES

SEC. 164.01. General. It is hereby found and determined that it is necessary to reimburse the District for money advanced and to establish conditions of equality as to properties, either not ~~assessed-charged~~ or by later occurring facts, deemed to have been under ~~assessed-charged~~, during ~~special-assessment~~ Proposition 218 proceedings conducted by the District for the purpose of constructing ~~Wastewater-wastewater~~ mains and facilities to serve properties within the ~~assessment~~

district created therefore when such non-assessed-charged properties are permitted to connect to such ~~Wastewater~~ wastewater mains and facilities.

CHAPTER ~~517~~ – BUILDING WASTEWATERS, LATERAL WASTEWATERS AND CONNECTIONS

SEC. ~~517.01~~. Permit Required. In accordance with this Ordinance, no person shall construct, lateral Wastewater infrastructure without first obtaining a written permit from the District and paying all fees and connection charges.

SEC. ~~517.02~~. Design and Construction Requirements. Design and construction of lateral Wastewater infrastructure shall be in accordance with the rules, regulations and ordinances of the District.

SEC. ~~517.03~~. Minimum Size and Slope. The size and slope of the lateral infrastructure shall be subject to the approval of the General Manager, but in no event shall the diameter be less than four (4) inches. The slope of such 4-inch pipe shall not be less than one-fourth (1/4) inch per foot.

SEC. ~~517.04~~. Lateral Infrastructure. No building Wastewater infrastructure shall be laid parallel to or within three (3) feet of any bearing wall which might thereby be weakened. The building Wastewater shall be laid at uniform grade and in straight alignment. Changes in direction shall be made only in conformance with the Uniform Plumbing Code (“UPC”).

SEC. ~~517.05~~. Separate Lateral Infrastructure. Every building or industrial facility must be separately connected to a ~~community Wastewater~~ District infrastructure-infrastructure. Any exceptions may be reviewed by the District. .

SEC. ~~517.06~~. Existing Lateral Infrastructure. Existing lateral infrastructure may be used in connection with new buildings upon review and testing by the District Inspector, to meet all requirements of the District.

SEC. ~~517.07~~. Cleanouts. Cleanouts in building laterals shall be provided in accordance with all applicable rules, regulations and ordinances. All cleanouts shall be watertight and shall comply with the UPC.

SEC. ~~517.08~~. Lateral Too Low. In all buildings in which any building lateral is too low to permit gravity flow to the ~~community Wastewater~~ District infrastructure, sanitary Wastewater carried by such building shall be lifted by artificial means, approved by the General Manager, and discharged to the ~~community Wastewater~~ District infrastructure at the expense of the applicant. In all buildings in which the floor level is below the elevation of the nearest manhole located upstream from the point at which the lateral Wastewater intersects the main, a backflow prevention device, to be owned and maintained by lot owner, shall be installed in the building Wastewater system at the expense of the applicant. Sewage lift stations shall be constructed outside the building.

SEC. 517.09. Joints and Connections. All excavations required for the installation of a side lateral infrastructure shall be open trench work unless otherwise approved by the General Manager. Pipe laying and backfill shall be performed in accordance with the rules, regulations and ordinances of the District, except that no backfill shall be placed until the work has been inspected.

SEC. 517.10. Connection to Wastewater. The connection of the building ~~Wastewater wastewater~~ into the ~~community Wastewater~~ District infrastructure shall be made in strict accordance with the standard District specifications and at the applicant's expense. The invert of the building ~~Wastewater infrastructure~~ at the point of connection shall be at a higher elevation than the invert of the ~~community Wastewater~~ District infrastructure. A smooth neat joint shall be made and the connection made secure and watertight. The connection to the ~~community Wastewater~~ District infrastructure shall be made in accordance with the rules, regulations and ordinances of the District. Any work on ~~community Wastewater~~ District infrastructures and any work on lateral ~~Wastewaterss~~ done within a public right of way shall be performed by a duly licensed plumber or contractor under the inspection of the District. Any damage to the ~~District infrastructure Wastewater~~ shall be repaired at the cost of the applicant to the satisfaction of the District.

SEC. 517.11. Protection of Excavation. All excavations for side ~~Wastewater lateral~~ installation shall be adequately guarded by the applicant with barricades or lights so as to protect the public from hazard. Streets, sidewalks, parkways and other property disturbed in the course of the work shall be restored in a manner satisfactory to the District or any other person having jurisdiction.

SEC. 517.12. Maintenance of Lateral Infrastructure. Lateral infrastructure shall be maintained by the applicant of the property served thereby. The owner shall be responsible for clearing the entire lateral infrastructure. The District will perform all other lateral maintenance within the public right of way.

SEC. 517.13. Testing. All building lateral infrastructure shall be tested in strict accordance with rules, regulations and ordinances of the District.

CHAPTER 648 – SUBDIVISION WASTEWATER INFRASTRUCTURE CONSTRUCTION

[Chapter Content to be Determined When Needed]

CHAPTER 649 – USE OF WASTEWATER INFRASTRUCTURE

SEC. 649.01. Prohibitions on Discharges. No user shall introduce or cause to be introduced into the Publicly Owned Treatment Works (POTW) any pollutant or ~~Wastewater wastewater~~ which causes pass through or interference. This general prohibition applies to all users of the POTW whether or not they are subject to Categorical Pretreatment Standards or any other National, State, or local Pretreatment Standards or Requirements. No user shall introduce any pollutant or wastewater which would violate the District's State or Federal Wastewater National Pollutant Discharge Elimination System (NPDES) Discharge Permit.

No person shall introduce or cause to be introduced into the POTW the following pollutants, substances, or ~~Wastewater-wastewater~~ containing:

- A. Pollutants which cause a fire or explosion hazard in the POTW, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140 degrees F (60 degrees C).
- B. Solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW resulting in ~~Interference-interference~~ or injury to the treatment works;
- C. Pollutants which cause a danger to life or safety of personnel;
- D. Pollutants which cause a strong offensive odor or prevention of the effective maintenance or operation of the treatment works;
- E. Pollutants which cause air pollution by the release of toxic or malodorous gases or malodorous gas-producing substances;
- F. Pollutants, including oxygen-demanding pollutants (BOD, ~~TSS~~, etc.) released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause Interference with the POTW;
- G. Pollutants which cause the District's effluent or any other product of the treatment process, residues, sludge, or scums, to be unsuitable for reclamation, disposal, reuse or treatment process;
- H. Pollutants which cause a detrimental environmental impact or a nuisance in the Waters of the State or a condition unacceptable to any public agency having regulatory jurisdiction over the District;
- I. Any ~~Wastewater-wastewater~~ which imparts color which cannot be removed by the treatment process, such as, but not limited to, wood waste, dye wastes, and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent thereby violating the ~~SCSD's-District's~~ NPDES permit;
- J. Pollutants which cause conditions at or near the District's POTW which violate any statute or any rule, regulation, or ordinance of any public agency or State or Federal regulatory body;
- K. Pollutants which cause the District's POTW to be overloaded or cause excessive collection or treatment costs, or may use a disproportionate share of the facilities;
- L. Pollutants which cause a pass through of any pollutant;
- M. Wastewater having a pH less than 6.5 or more than 8.5, or otherwise causing corrosive structural damage to the POTW or equipment;

- N. Wastewater having a temperature greater than 140 degrees F (65 degrees C), or which will inhibit biological activity in the treatment plant resulting in ~~Interference~~interference, but in no case ~~Wastewater-wastewater~~ which causes the temperature at the introduction into the treatment plant to exceed 104 degrees F (40 degrees C);
- O. More than 50 mg/l of oil or grease of animal or vegetable origin;
- P. More than 25 mg/l total Petroleum Hydrocarbons (TPH) as diesel, motor oil, hydraulic oil or gasoline;
- Q. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;
- R. Identifiable chlorinated hydrocarbons;
- S. Trucked or hauled pollutants;
- T. Substances which, if otherwise disposed of would be a hazardous waste under state or federal law;
- U. Medical Wastes;
- V. Any detectable concentration of DDT, or other prohibited pesticides or herbicides.

SEC. 619.02 Prohibitions on Storm Drainage and Ground Water. Storm water, ground water, rain water, street drainage, subsurface drainage or yard drainage shall not be discharged through direct or indirect connections to a ~~community-Wastewater~~District infrastructure.

SEC. 619.03 Prohibitions on Unpolluted Water. Unpolluted water, including, but not limited to cooling water, process water or blown-down from cooling towers or evaporative coolers shall not be discharged through direct or indirect connection to a ~~community-Wastewater~~District infrastructure.

SEC. 619.04. Limitations on Radioactive Wastes. No person shall discharge or cause to be discharged any radioactive waste into a ~~community-Wastewater~~District infrastructure except;

- A. When the person is authorized to use radioactive materials by the State Department of Health or other governmental agency empowered to regulate the use of radioactive materials, and
- B. When the waste is discharged in strict conformity with current California Radiation Control Regulations (California Administrative Code, Title 17) and the Nuclear Regulatory Commission regulations, and recommendations for safe disposal, and

- C. When the person is in compliance with all rules and regulations of all other applicable regulatory agencies.

SEC. 619.05. Limitations on the Use of Garbage Grinders. Waste from garbage grinders shall not be discharged by any nonresidential users into the ~~community Wastewater~~ District infrastructure.

SEC. 619.06. Limitations on Point of Discharge. No person shall discharge any substances directly into a manhole or other opening in a ~~community Wastewater~~ District infrastructure other than through an approved building sewer.

SEC. 619.07. Holding Tank Waste. No person shall discharge any holding tank waste into a District infrastructure unless explicitly authorized by the General Manager ~~community sewer~~.

SEC. 619.08. National Categorical Pretreatment Standards. Users must comply with all National Categorical Pretreatment Standards.

SEC. 619.09. Limitations on Wastewater Strength (Local Limits)

SEC. 619.09.01. The General Manager is authorized to establish Local Limits pursuant to state and federal regulations. No person shall discharge Wastewater containing in excess of the following concentrations, including but not limited to:

POLLUTANT	PROPOSED DAILY MAXIMUM LIMIT (mg/L)
Copper	0.1300
Lead	0.0055
Molybdenum	0.0047
Nickel	0.0052
Zinc	0.135
bis(2-ethylhexyl) Phthalate	0.0235
Oil and Grease (petroleum and vegetable)	50
BOD	250
<u>TSS</u>	<u>350</u>

- A. The above limits apply at the point where the ~~Wastewater-wastewater~~ is discharged to the POTW and apply to instantaneous maximum concentrations. All concentrations for metallic substances are for total metal unless indicated otherwise. The General Manager may impose mass limitations in addition to the concentration-based limitations above.
- B. **Analytical Requirements.** All pollutant analyses, including sampling techniques, to be submitted as part of a Wastewater ~~discharge-Discharge permit-Permit application~~ Application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard.

- C. **BMPs.** The General Manager may develop Best Management ~~practices~~Practices (BMPs), by ordinance or in individual Wastewater ~~discharge~~Discharge ~~permits~~Permits, or general permits, to implement the requirements of this ordinance.
- D. **Right of Revision.** The ~~SCSD-District~~ reserves the right to establish, by ordinance or in individual Wastewater ~~discharge~~Discharge ~~permits~~Permits or in general permits, more stringent ~~Standards~~standards or ~~Requirements~~requirements on discharges to the POTW consistent with the purpose of this ordinance.
- E. **Dilution.** No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable Pretreatment Permit Standard or Requirement. The General Manager may impose mass limitations on users who are using dilution to meet applicable Pretreatment Permit Standards or Requirements, or in other cases when the imposition of mass limitations is appropriate.

SEC. 619.09.02. The General Manager shall cause to be prepared from time to time a list of the maximum permissible quantities or concentrations of certain constituents in industrial or ~~Wastewater~~wastewater flows and otherwise issue detailed directions for meeting the requirements of this section.

Limitations on ~~Wastewater~~wastewater strength in this ordinance may be supplemented with more stringent limitations provided:

- A. If the District determines that the limitations in this ordinance may not be sufficient to protect the operation of the District's POTW, or
- B. If any regulatory agency determines that the limitations in this ordinance may not be sufficient to enable the District's POTW to comply with water quality standards or effluent limitations specified in the District's National Pollutant Discharge Elimination System (NPDES) permit.

SEC. 619.10. Disposal of Unacceptable Waste. Waste not permitted to be discharged into the ~~community-Wastewater~~District infrastructure must be transported to a State or Local approved disposal site. The required "Waste Haulers Report" must be completed and a copy furnished within thirty (30) days to the District by the discharger.

SEC. 619.11. Interceptors Required. Grease, oil and sand interceptors shall be provided when, in the opinion of the General Manager, they are necessary for the proper handling of liquid wastes, containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients; except that such interceptors shall not be required for buildings used for residential purposes. All interceptors shall be of a type and capacity approved by the General Manager and shall be so located as to be readily and easily accessible for cleaning and inspection. All such

grease, oil and sand interceptors shall be maintained by the ~~Applicant~~applicant, at their expense, in continuous efficient operation at all times.

SEC. 619.11.01. Grease Interceptors/Traps. Establishments including but not limited to serving food, manufacturing food products, Slaughter Houses, Packing Establishments, Car Washes, and Auto Wash Racks etc. are grouped into the following major categories:

INDUSTRIAL: commercial facilities as defined in the UPC, and those facilities designated by the General Manager.

HIGH VOLUME: full menu establishments operating over sixteen (16) hours per day and/or serving 500 or more meals per day.

MEDIUM VOLUME: full menu or specialty menu establishments ~~service~~serving full meals eight (8) to sixteen (16) hours per day, and/or 100 to 400 meals per day.

SMALL VOLUME: fast foot, take out or specialty food establishments with limited menus, a minimum of dish washing, and/or minimal seating capacity.

SEC. 619.11.02. Grease Interceptors. Industrial facilities, ~~High-high Volume-volume~~ and ~~Medium-medium Volume-volume~~ food establishments as defined in the UPC, or as determined by the District, are required to install a grease interceptor. The size, type and location of each grease interceptor shall be approved by the District. Waste in excess of 140° F (60° C) shall not be discharged into a grease interceptor. Grease interceptors shall have a minimum 750-gallon capacity.

Any type of business or establishment such as, but not limited to restaurants, bakeries, donut shops, take-out, drive-in eating establishments, ice cream or milk drive-in stations, hospitals, hotels, markets, recreation or reception halls, etc., where any grease or other objectionable materials may be discharged into ~~a public or private sewage main or disposal system~~ District infrastructure shall have a grease interceptor.

Interceptors shall be constructed and installed at the expense of the applicant, in accordance with the design approved by the General Manager.

Each grease interceptor shall be so installed and connected that it shall be at all times easily accessible for inspection, cleaning, and removal of the intercepted grease. A grease interceptor may not be installed in any part of a building where food is handled. Proper location of the grease interceptor shall meet the UPC Requirements and the approval of the General Manager.

Each commercial facility or business establishment for which a grease interceptor is required shall have an interceptor which shall serve only that business establishment.

Buildings remodeled for use requiring interceptors shall be subject to these regulations.

For the purpose of this section the term ‘fixture’ shall mean and include each plumbing fixture, appliance, apparatus or other equipment required to be connected to or discharged into a grease interceptor by any provision of this section.

~~Waste~~ Wastewater discharge from fixtures and equipment in the above-mentioned types of establishments which may contain grease or other objectionable materials, including, but not limited to, scullery sinks, pot and pan sinks, dishwashers, food waste disposal, soup kettles, etc., and floor drains located in areas where such objectionable materials may exist, may be drained into the sanitary waste through the interceptor when approved by the General Manager. Exception: Toilets, urinals, and other fixtures containing fecal material shall not flow through the interceptor.

The interceptors shall be maintained in efficient operating condition by periodic removal and proper disposal of the accumulated grease. No such collected grease shall be introduced into any drainage piping or ~~public or private Wastewater~~ District infrastructure.

Abandoned grease interceptors shall be emptied and filled in the same manner as required for abandoned septic tanks in conformance with state and local requirements.

The cover for grease interceptors shall be reinforced as required depending on the load to be imposed upon the plate.

Interceptors shall be installed in such a manner that drainage from areas outside the area intended to be served may not enter. Interceptors shall be tested in a manner approved by the District and shall be witnessed by ~~a District Inspector~~ Personnel.

SEC. 619.11.03. Grease Traps. Any type of business or establishment such as, but not limited to restaurants, bakeries, donut shops, take out, drive-in eating establishments, ice cream or milk drive-in stations, hospitals, hotel markets, recreation or reception halls, etc., where any grease or other objectionable materials may be discharged into a public or private sewage main or disposal system which is deemed by the General Manager or his designated representative to be a Small Volume food establishment may choose to install a grease trap in place of a grease interceptor.

The size, type and location of each grease trap shall be approved by the General Manager or designated representative. Wastes in excess of 140° F (60° C) shall not be discharged into a grease trap.

For the purpose of this section, the term “fixture” shall mean and include each plumbing fixture, appliance, apparatus or other equipment required to be connected to or discharged into a grease trap by any provision of this section.

Wastewater discharge from fixtures and equipment in the above-mentioned types of establishments which may contain grease or other objectionable materials, including, but not limited to, scullery sinks, pot and pan sinks, dishwashers, food waste disposal, soup kettles, etc., and floor drains located in areas where such objectionable materials may exist, may be

drained into the sanitary waste through the grease trap when approved by the General Manager. Exception: Toilets, urinals, and other fixtures containing fecal material shall not flow through the grease trap.

No grease trap shall be installed which has an approval rate of flow of more than fifty-five (55) gallons per minute, nor less than twenty (20) gallons per minute except with prior written approval of the General Manager.

Each plumbing fixture or piece of equipment connected to a grease trap shall be provided with an approved type flow control or restricting device installed in a readily accessible and visible location in the tailpiece or drain outlet of each such fixture. Flow control devices shall be so designed that the flow through such device or devices shall at no time be greater than the rated capacity of the grease trap. No flow control device having adjustable or removable parts shall be approved.

Each grease trap required by this section shall have an approved rate of flow, expressed in gallons per minutes, which is not less than forty (40) percent of the total capacity in gallons of fixtures discharging into said trap. The grease retention capacity of the trap, expressed in pounds of grease, shall not be less than two times the approved rate of flow in gallons per minute.

Any grease trap installed with the inlet more than four (4) feet lower in elevation than the outlet of any fixture discharging into such grease trap shall have an approved rate of flow which is not less than fifty (50%) percent greater than given in the preceding paragraph. Not more than four (4) separate fixtures shall be connected to or discharged into any one (1) grease trap.

Each fixture discharging into grease trap shall be individually trapped and vented in an approved manner. An approved type grease trap may be used as a fixture trap for a single fixture when the horizontal distance between the fixture outlet and the grease trap does not exceed four (4) feet and the vertical tailpipe or drain does not exceed two and one-half (2 ½) feet.

No water-jacketed grease trap or grease interceptor shall be approved or installed. No mechanical grease trap shall be allowed.

Each grease trap shall have an approved water seal of not less than two (2) inches in depth or the diameter of its outlet, whichever is greater.

SEC. 619.11.04 Time of Compliance. All commercial facilities and food establishments shall be required to install a sand and/or grease interceptor or grease trap within the sixty (60) day period after the first occurrence of any of the following events:

- A. Transfer of any applicants or interest in the commercial facility;
- B. The issuance by ~~the~~ Humboldt County of any building permit for the construction, reconstruction or related work to be performed on the premises;

- C. The backup or discharge of raw sewage on or from the premises due to grease build up in their service lateral;
- D. Or ninety (90) days after receiving written notice from the General Manager of the necessity for installation of such facilities.

SEC. 619.11.05 Monitoring and Reporting. All establishments having a grease trap or interceptor shall maintain and clean this unit as recommended by the manufacturer. Each grease trap or interceptor shall be regularly maintained by the proprietor or property applicant and records kept at the site for inspection by the District. Maintenance will vary depending upon the size of the unit and grease loading. The property applicant or proprietor shall send a copy of the maintenance records to the District annually from the time of installation or some other agreed upon date by the District. At no time shall the unit be allowed to become clogged with grease so as to create damage to the District collection or treatment facilities. ~~The Proprietor~~ The proprietor must develop a cleaning schedule sufficient to keep the unit functioning properly. Records of grease disposal to a collection agent must be made available to District personnel upon request.

SEC. 619.12. Preliminary Treatment of Wastes and Maintenance of Pretreatment Facilities. Users shall provide ~~Wastewater~~ wastewater treatment as necessary to comply with this ordinance and shall achieve compliance with all Categorical Pretreatment Standards, Local Limits, and the prohibitions set out in this ordinance within the time limitations specified by EPA, the State, or the General Manager, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the General Manager for review, and shall be acceptable to the General Manager before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to District under the provisions of this ordinance.

SEC. 619.13. Availability of District Facilities. If capacity is not available, the District may require the discharger to restrict their discharge until sufficient capacity can be made available. When requested, the District will advise persons desiring to locate new facilities as to the areas where ~~Wastewater~~ wastewater of their proposed quantity and quality can be received by available ~~Wastewater facilities~~ District infrastructure. The District may refuse service to persons locating facilities in areas where their proposed quantity or quality of ~~Wastewater~~ wastewater is unacceptable in the available collection facility.

SEC. 619.14. Hauled Wastewater. Septic tank waste and/or hauled ~~Wastewater~~ wastewater is prohibited from being introduced into the POTW unless explicitly authorized by the District General Manager or Board of Directors.

SEC. 619.15. Additional Pretreatment Measures. Grease, oil, and sand interceptors shall be provided when, in the opinion of the General Manager, they are necessary for the proper handling of Wastewater containing excessive amounts of grease and oil, or sand; except that such

interceptors shall not be required for residential users. All interception units shall be of a type and capacity approved by the General Manager, shall comply with ~~the SCSD's Oil and Grease Management in~~ this ordinance and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired in accordance with this ordinance by the user at their expense.

SEC. 619.16. Accidental Discharge Control Plans. The General Manager may require any industrial user to develop and implement an accidental discharge control plan. At least once every two (2) years the General Manager shall evaluate whether each significant industrial user needs such a plan. Any industrial user required to develop and implement an accidental discharge control plan shall submit a plan which provides, at a minimum, the following:

- A. Description of discharge practices, including non-routine batch discharges;
- B. Description of stored chemicals;
- C. Procedures for immediately notifying the General Manager of any accidental discharge, as required by this ordinance; and
- D. Procedures to prevent adverse impact from any accidental or discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

CHAPTER ~~720~~ – WASTEWATER VOLUME DETERMINATION

SEC. 720.01. Metered Water Supply. When charges and fees are based upon water usage, such charges and fees shall be applied against the total amount of water used from all sources unless, in the opinion of the District, significant portions of water received are not discharged into a ~~community Wastewater~~District infrastructure. The total amount of water used from public and private sources may be determined by means of public meters or private meters, installed and maintained at the expense of the user and approved by the District.

SEC. 720.02. Metered Wastewater Volume and Metered Diversions. When charges and fees are based upon water usage and where, in the opinion of the District, a significant portion of the water received from any metered source does not flow into the ~~community Wastewater~~District infrastructure because of the principal activity of the user or removal by other means, the charges and fees will be applied against the volume of water discharged from such premises into the ~~community Wastewater~~District infrastructure. Written notification and proof of the diversion of water must be provided by the user, and approved by the District, if the user is to avoid the application of the charges and fees against the total amount of water used from all sources. The user may install a meter of a type and at a location approved by the District and at the user's expense. Such meters shall measure either the amount of ~~Wastewater~~wastewater discharged or

the amount of water diverted. Such meters shall be maintained at the expense of the user and be tested for accuracy at the expense of the user when deemed necessary by the General Manager.

Wastewater meters and vaults shall be approved by the District. They must be accurate, trouble free and allow easy access at any time, by District personnel for inspection, measurement or waste character and strength.

SEC. 720.03. Estimated Wastewater Volume.

SEC. 720.03.1. For users where, in the opinion of the District, it is unnecessary or impractical to install meters, the charges and fees may be based upon an estimate of the volume to be discharged, prepared by the District. A rational method will be used to estimate the quantity of ~~Wastewater-wastewater~~ discharged and may consider such factors as the number of fixtures, seating capacity, population equivalent, annual production of goods and services or such determinations of water use necessary to estimate the ~~Wastewater-wastewater~~ volume discharged.

SEC. 720.03.2. For users who, in the opinion of the District, divert a significant portion of their flow from a ~~community-Wastewater~~District infrastructure, the charges and fees may be based upon an estimate of the flow and volume to be discharged, prepared by the user and approved by the District provided the user obtains a ~~Wastewater-Discharge Permit~~Wastewater Discharge Permit and pays the applicable charges and fees. The estimate must include the method and calculations used to determine the ~~Wastewater-wastewater~~ volume and may consider such factors as the number of fixtures, seating capacity, population equivalents, annual production of goods and services, or such other determinations of water use necessary to estimate the ~~Wastewater-wastewater~~ volume discharged.

CHAPTER 821 – REPORT, ~~WASTEWATER-DISCHARGE PERMIT~~WASTEWATER DISCHARGE PERMITS AND ADMINISTRATION

SEC. 821.01. Discharge Reports. The District may require that any person discharging or proposing to discharge ~~Wastewater-wastewater~~ into a ~~community-Wastewater~~District infrastructure file a periodic Discharge Report. The Discharge Report may include, but not be limited to, nature of process, volume, rates of flow, mass emission rates, production quantities, hours of operation, number and classification of employees, or other information which relates to the generation of waste including ~~Wastewater-wastewater~~ discharge. Such reports may also include the chemical constituents and quality of liquid or gaseous materials stored on site even though they are not normally discharged. In addition to Discharge Reports, the District may require information in the form of ~~Wastewater-Discharge Permit~~Wastewater Discharge Permit applications and self-monitoring reports and other reports contained in this ordinance.

SEC. 821.02. Baseline Monitoring Reports.

- A. Within either one hundred eighty (180) days after the effective date of a Categorical Pretreatment Standard, or the final administrative decision on a category determination

under 40 CFR 403.6(a)(4), whichever is later, Categorical Industrial Users currently discharging to or scheduled to discharge to the POTW shall submit to the General Manager a report which contains the information listed in paragraph (b) below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become Categorical Industrial Users subsequent to the promulgation of an applicable categorical Standard, shall submit to the General Manager a report which contains the information listed in paragraph (b) below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

B. Users described above shall submit the information set forth below.

1. Measurement of pollutants.

- a. The user shall provide the information required in this Ordinance.
- b. The user shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.
- c. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other ~~Wastewaters~~ wastewaters are mixed with the regulated ~~Wastewater~~ wastewater prior to pretreatment the user should measure the flows and concentrations necessary to allow use of the combined waste stream formula to evaluate compliance with the Wastewater Pretreatment Standards. Where an alternate concentration or mass limit has been calculated, the adjusted limit along with supporting data shall be submitted to the District.
- d. Sampling and analysis shall be performed in accordance with this Ordinance, as well as State and Federal guidelines.
- e. The General Manager may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measure.
- f. The baseline report shall indicate the time, method, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW.

C. **Compliance Certification.** A statement, reviewed by the user's Authorized Representative and certified by a qualified professional, indicating whether Wastewater Pretreatment Standards are being met on a consistent basis, and, if not, whether

additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the Wastewater Pretreatment Standards and Requirements.

D. **Compliance Schedule.** If additional pretreatment and/or O&M will be required to meet with Wastewater Pretreatment Standards, the shortest schedule by which the user will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable Wastewater Pretreatment Standard. A compliance schedule pursuant to this Section must meet the requirements set out in this ordinance.

E. **Signature and Report Certification.** All baseline monitoring reports must be certified in accordance with this ordinance and signed by an Authorized Representative.

SEC. 821.03. Compliance Schedule Progress Reports. The following conditions shall apply to the compliance schedule required by this ordinance:

- A. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable Wastewater Pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routing operation.);
- B. No increment referred to above shall exceed nine (9) months; and
- C. The user shall submit a progress report to the General Manager no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and
- D. In no event shall more than nine (9) months elapse between such progress reports to the General Manager.

SEC. 821.04. Reports on Compliance with Categorical Pretreatment Standard Deadline. Within ninety (90) days following the date for final compliance with applicable Categorical Wastewater Pretreatment Standards, or in the case of a New-new Source-source following commencement of the introduction of Wastewater-wastewater into the POTW, any user subject to such Wastewater Pretreatment Standards and Requirements shall submit to the General Manager a report containing the information described in this ordinance. All compliance reports must be signed and certified. All sampling will be done in conformance with this ordinance.

SEC. 821.05. Periodic Compliance Reports.

- A. Any significant Industrial User subject to a pretreatment standard must, at a frequency determined by the General Manager, submit no less than twice per year (June and December) reports indicating the nature, concentration of pollutants in the discharge which are limited by Wastewater Pretreatment Standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Wastewater Pretreatment Standard requires compliance with Best Management Practices (BMP) or pollution prevention alternative, the user must submit documentation required by the General Manager or the Wastewater Pretreatment Standard necessary to determine the compliance status of the user. All periodic compliance reports must be signed and certified in accordance this ordinance.
- B. All ~~Wastewater~~-wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

SEC. 821.06. Reports of Changed Conditions. Each user must notify the General Manager of any significant changes to the user's operations or system which might alter the nature, quality, or volume of its ~~Wastewater~~-wastewater at least forty-five (45) days before the change.

- A. The General Manager may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a Wastewater ~~discharge~~-Discharge permit-~~Permit application~~-Application under this ordinance.
- B. The General Manager may issue an individual Wastewater ~~discharge~~-Discharge permit Permit or a general permit under this ordinance in response to changed conditions or anticipated changed conditions.

SEC. 821.07. Reports of Potential Problems.

- A. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge that might cause potential problems for the POTW, the user shall immediately telephone and notify the General Manager of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, any corrective measures taken by the user.
- B. Within five (5) days following such discharge, the user shall, unless waived by the General Manager, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this ordinance.

- C. A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of a discharge described in paragraph (a), above. Employers shall ensure that all employees, who could cause such a discharge to occur, are advised of the emergency notification procedure.
- D. Significant Industrial Users are required to notify the General Manager immediately of any changes at its facility affecting the potential for a non-approved discharge. Failure to report may result in fines, penalties, or liability, pursuant to this Ordinance.

SEC. 821.08. Notice of Violation/Repeat Sampling and Reporting. If sampling performed by a user indicates a violation, the user must notify the General Manager within twenty-four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the General Manager within thirty (30) days after becoming aware of the violation. Resampling by the Industrial User is not required if the ~~SCSD-District~~ performs sampling at the user between the time when the initial sampling was conducted and the time when the user or the ~~DistrictSCSD~~ receives the results of this sampling, or if the ~~DistrictSCSD~~ has performed the sampling and analysis in lieu of the Industrial User. Lab test results may take weeks.

SEC. 821.09. Notification of the Discharge of Hazardous Waste. Any user who accidentally discharges hazardous waste shall notify the General Manager, the EPA Regional Waste Management Division Director, and State ~~hazardous-Hazardous waste~~ ~~Waste authorities~~Authorities, in writing, of any discharge of a substance which, if otherwise disposed of, would be a hazardous waste. Discharge of hazardous waste is prohibited under this ordinance.

SEC. 821.10. Other Reporting Requirements.

- A. All periodic compliance reports must be signed and certified in accordance with this ordinance.
- B. If a user subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the General Manager, using the procedures prescribed in this ordinance, the results of this monitoring shall be included in the report.

SEC. 821.10.01. Recordkeeping. Users subject to the reporting requirements of this ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this ordinance, any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with Best Management Practices.

SEC. 821.10.02. Certification Statements.

- A. **Certification of Permit Applications, User Reports.** A ~~Certification statement~~ Statement is required to be signed and submitted by users submitting permit applications in accordance with this ordinance; users submitting baseline monitoring reports under this ordinance; users submitting reports on compliance with the categorical Pretreatment Standard deadlines under this ordinance; and users submitting periodic compliance reports required by this ordinance.
- B. **Annual Certification for Non-significant Categorical Industrial Users.** A facility determined to be a Non-significant Categorical Industrial User by the General Manager, must annually submit certification statement signed in accordance with the signatory requirements of authorized or duly authorized representative.

SEC. 821.10.03. Sample Collection. Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

- A. Except as indicated in Section (B) and (C) below, the user must collect ~~Wastewater~~ wastewater samples using 24-hour flow-proportional composite sampling or grab sampling as authorized by the General Manager. Where time-proportional composite sampling or grab sampling is authorized by the ~~District~~SCSD, the samples must be representative of the discharge.
- B. Samples must be obtained using grab collection techniques for the following constituents, including but not limited to: oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds ~~must be obtained using grab collection~~ techniques.
- C. For sampling required in support of baseline monitoring and 90-day compliance reports, a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the General Manager may authorize a lower minimum.

SEC. 821.11. Individual ~~Wastewater Discharge Permit~~Wastewater Discharge Permit and General Permit Requirement. No Significant Industrial User shall discharge ~~Wastewater~~ wastewater into the POTW without first obtaining an individual Wastewater ~~discharge-Discharge permit-Permit~~ permit or a general permit from the General Manager.

The General Manager may require other users to obtain individual Wastewater ~~discharge~~ Discharge permits-Permits or general permits as necessary to carry out the purposes of this ordinance.

Any violation of the terms and conditions of an individual Wastewater ~~discharge-Discharge permit~~ Permit or a general permit shall be deemed a violation of this ordinance and subjects the Wastewater ~~discharge-Discharge permittee-Permittee~~ permittee to the sanctions set out in this ordinance.

Obtaining an individual Wastewater ~~discharge-Discharge permit-Permit~~ or a general permit does not relieve a permittee of its obligation to comply with all ~~federal-Federal~~ and ~~state-State~~ ~~Wastewater~~ Pretreatment Standards or Requirements or with any other requirements of federal, state, and local law.

A. **Individual Wastewater Discharge and General Permitting: Existing Connections.**

Any user required to obtain an individual Wastewater ~~discharge-Discharge permit-Permit~~ or a general permit who was discharging ~~Wastewater-wastewater~~ into the POTW prior to the effective date of this ordinance and who wishes to continue such discharges in the future, shall, within forty-five (45) days after said date, apply to the General Manager for an individual Wastewater ~~discharge-Discharge permit-Permit~~ or a general permit in accordance with this ordinance, and shall not cause or allow discharges to the POTW to continue after ninety(90) days of the effective date of this ordinance except in accordance with an individual Wastewater ~~discharge-Discharge permit-Permit~~ or a general permit issued by the General Manager.

B. **Individual Wastewater Discharge and General Permitting: New Connections:**

Any user required to obtain an individual Wastewater ~~discharge-Discharge permit-Permit~~ or a general permit, who proposes to begin or recommence discharging into the POTW, must obtain such permit prior to the beginning or recommencing of such discharge. An application for this individual Wastewater ~~discharge-Discharge permit-Permit~~ or general permit must be filed at least forty-five (45) days prior to the date upon which any discharge will begin or recommence.

SEC. 821.11.01 Permit Application Contents. Applicants for an individual or general ~~Wastewater Discharge Permit~~ ~~Wastewater Discharge Permit~~ shall complete an application, in the form prescribed by the District. The applicant may be required to submit, in units and terms appropriate for evaluation, the following information:

- A. The name and address of the facility, including the name of the operator and applicant, and the Standard Industrial Classification (“SIC”) code;
- B. Volume of ~~Wastewater-wastewater~~ to be discharged;
- C. Wastewater constituents and characteristics including but not limited to those included in this ordinance;
- D. Time and duration of discharge;
- E. Average and daily peak ~~Wastewater-wastewater~~ flow rates, including daily, monthly and seasonal variations, if any;
- F. Site plans, floor plans, mechanical and plumbing plans and details to show all Wastewaters and appurtenances by size, location and elevation;

- G. A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s), carried out by such user. This description should include a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes and types of materials which are or could be discharged;
- H. Each product produced by type, amount, and rate of production;
- I. Number and type of employees, and hours of work;
- J. Any other information as may be deemed by the District to be necessary to evaluate the permit application;
- K. Environmental Permits. A list of any environmental control permits held by or for the facility;
- L. Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in this ordinance.
- M. Measurement of Pollutants.
 - 1. The Categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for ~~Existing~~existing ~~Sources~~sources.
 - 2. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Categorical Standard or by the General Manager, of regulated pollutants in the discharge from each regulated process.
 - 3. Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported.
 - 4. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in this ordinance. Where the Categorical Standard requires compliance with a BMP or pollution prevention alternative, the user shall submit documentation as required by the General Manager or the applicable Categorical Standard(s) to determine compliance.
 - 5. Sampling must be performed in accordance with procedures set out in this ordinance.

SEC. 821.11.02. Application Signatories and Certifications.

- A. All Wastewater ~~discharge~~ Discharge permit ~~Permit~~ applications, user reports and certification statements must be signed by an Authorized Representative of the user and contain a certification statement.
- B. If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements must be submitted to the General Manager prior to or together with any reports to be signed by an Authorized Representative.
- C. A facility determined to be a Non-Significant Categorical Industrial User by the General Manager must annually submit a signed certification statement.

SEC. 821.11.03. Permit Issuance Process. The General Manager will evaluate the data furnished by the user and may require additional information. Within forty five (45) days of receipt of a complete permit application, including additional information requested, the General Manager will determine whether or not to issue an individual Wastewater ~~discharge~~ Discharge permit ~~Permit~~ or a general permit. The General Manager may deny any application for an individual Wastewater ~~discharge~~ Discharge permit ~~Permit~~ or a general permit.

SEC. 821.11.04. ~~Wastewater Discharge Permit~~ Wastewater Discharge Permitting: General Permit.

- A. At the discretion of the General Manager, the General Manager may use general permits to control Significant Industrial User (“SIU”) discharges to the POTW if the following conditions are met. All facilities to be covered by a general permit must:
 - 1. Involve the same or substantially similar types of operations;
 - 2. Discharge the same types of wastes;
 - 3. Require the same effluent limitations;
 - 4. Require the same or similar monitoring; and
 - 5. In the opinion of the General Manager, are more appropriately controlled under a general permit than under individual Wastewater ~~discharge~~ Discharge permits ~~Permits~~.
- B. To be covered by the general permit, the SIU must file a written request for coverage that identifies its contact information, production processes, the types of wastes generated, the location for monitoring all wastes covered by the general permit;
- C. The General Manager will retain a copy of the general permit, documentation to support the POTW’s determination that a specific SIU meets the criteria in this

ordinance and applicable State regulations, and a copy of the user's written request for coverage for three (3) years after the expiration of the general permit.

SEC. 821.11.05. Individual ~~Wastewater Discharge Permit~~ Wastewater Discharge Permit and General Permit Contents. An individual Wastewater ~~discharge~~ Discharge permit ~~Permit~~ or general permit shall include such conditions as are deemed reasonably necessary by the General Manager to prevent pass through or interference, protect the quality of the water body receiving the ~~treatment plant~~ POTW's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

A. Individual Wastewater ~~discharge~~ Discharge permits ~~Permits~~ and general permits **shall** contain:

1. A statement that indicates the Wastewater ~~discharge~~ Discharge permit ~~Permit~~ issuance date, expiration date and effective date;
2. A statement that the Wastewater ~~discharge~~ Discharge permit ~~Permit~~ is nontransferable;
3. Effluent limits, including Best Management Practices, based on applicable Wastewater Pretreatment Standards;
4. Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or BMP) to be monitored, sampling location, sampling frequency, an sample type based on Federal, State and local law;
5. Requirements to control accidental discharge, if determined by the General Manager to be necessary.

B. Individual Wastewater ~~discharge~~ Discharge permits ~~Permits~~ and general permits **shall** contain:

1. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
2. Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment device, designed to reduce, eliminate or prevent the introduction of pollutants into the treatment works;
3. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routing discharges;
4. Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

5. The unit charge or schedule of user charges and fees for the management of the ~~Wastewater~~ wastewater discharged to the POTW;
6. Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices;
7. A statement that compliance with the individual Wastewater ~~discharge~~ Discharge permit ~~Permit~~ or the general permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State Wastewater Pretreatment Standards, including those which become effective during the term of the individual Wastewater ~~discharge~~ Discharge permit ~~Permit~~ or the general permit; and
8. Other conditions as deemed appropriate by the General Manager to ensure compliance with this ordinance, and State and Federal laws, rules, and regulations.

SEC. ~~821~~.11.06. Permit Modification.

- A. The General Manager may modify an individual Wastewater ~~discharge~~ Discharge permit ~~Permit~~ for good cause, including but not limited to, the following reasons:
 1. To incorporate any new or revised Federal, State, or local Wastewater Pretreatment Standards or Requirements;
 2. To address significant alternations or additions to the user's operation, processes, or ~~Wastewater~~ wastewater volume or character since the time of the individual Wastewater ~~discharge~~ Discharge permit ~~Permit~~ issuance;
 3. A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
 4. Information indicating that the permitted discharge poses a threat to the ~~District~~ SCSD's POTW, ~~District~~ SCSD personnel, or the receiving waters;
 5. Violation of any terms and/or conditions of the individual Wastewater ~~discharge~~ Discharge permit ~~Permit~~;
 6. Misrepresentations or failure to fully disclose all relevant facts in the Wastewater ~~discharge~~ Discharge permit ~~Permit~~ application or in an required reporting;
 7. Revision of or a grant of variance from Categorical Wastewater Pretreatment Standards.

SEC. ~~821.11.07~~. Individual ~~Wastewater Discharge Permit~~Wastewater Discharge Permit and General Permit Revocation. The General Manager may revoke an individual Wastewater ~~discharge-Discharge permit-Permit~~ or coverage under a general permit for good cause, including, but not limited to, the following reasons:

- A. Failure to notify the General Manager of significant changes to the ~~Wastewater wastewater~~ prior to the changed discharge;
- B. Misrepresentation or failure to fully disclose all relevant facts in the Wastewater ~~discharge-Discharge permit-Permit~~ application;
- C. Falsifying self-monitoring reports and certification statements;
- D. Tampering with monitoring equipment;
- E. Refusing to allow the General Manager, or designee, timely access to the facility premises and records;
- F. Failure to meet discharge limitations;
- G. Failure to pay ~~Wastewater-wastewater~~ charges;
- H. Failure to meet compliance schedules;
- I. Failure to complete a Wastewater ~~survey-Survey~~ or the Wastewater ~~discharge-Discharge permit-Permit~~ application;
- J. Violation of any ~~Wastewater~~ Pretreatment Standard or Requirement, or any terms of the Wastewater ~~discharge-Discharge permit-Permit~~ or the general permit or this ordinance.

Individual ~~Wastewater-discharge-permit~~Wastewater Discharge Permits or coverage under general permits shall be voidable upon cessation of operations or transfer of business ownership. All individual ~~Wastewater-discharge-permit~~Wastewater Discharge Permits or general permits issued to a user are void upon the issuance of a new individual ~~Wastewater-discharge-permit~~Wastewater Discharge Permit or general permit to that user.

SEC. ~~821.11.08~~. Individual ~~Wastewater Discharge Permit~~Wastewater Discharge Permit and General Permit Reissuance. A user with an expiring individual ~~Wastewater-discharge-permit~~Wastewater Discharge Permit or general permit shall apply for individual ~~Wastewater-discharge-permit~~Wastewater Discharge Permit or general permit reissuance by submitting a complete permit application, in accordance with this ordinance, a minimum of forty five (45) days prior to the expiration of the user's existing individual ~~Wastewater-discharge-permit~~Wastewater Discharge Permit or general permit.

SEC. ~~821.11.9.~~ Individual ~~Wastewater Discharge Permit~~Wastewater Discharge Permit and General Permit Duration. ~~Wastewater Discharge Permit~~Wastewater Discharge Permits shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period less than a year or may be stated to expire on a specific date. Each individual ~~Wastewater discharge permit~~Wastewater Discharge Permit or a general permit will indicate a specific date upon which it will expire. The terms and conditions of the ~~Permit-permit~~ may be subject to modification and change by the District during the life of the ~~Permit-permit~~ as limitations or requirements are modified and changed. The user shall be informed of any proposed changes in ~~User's Permit-permit~~ at least thirty (30) days prior to the effective date of change. Any changes or new conditions in the ~~Permit-permit~~ shall include a reasonable time schedule for compliance. Any user proposing a new discharge into the system or a substantial change in the volume or character of pollutants that are being discharged into the system shall notify the District at least forty five (45) days prior to the proposed change or connection.

SEC. ~~821.11.10.~~ ~~Wastewater Discharge Permit~~Wastewater Discharge Permits are issued to a specific user for a specific operation. ~~Wastewater Discharge Permit~~Wastewater Discharge Permits shall not be reassigned or transferred or sold to a new applicant, new user, different premises, or a new or changed operation.

SEC. ~~821.12.~~ Inspection and Sampling. The District may inspect the facilities of any user to ascertain whether the purpose of this ordinance is being met and all requirements are being complied with. Persons or occupants of premises where ~~Wastewater-wastewater~~ is created or discharged shall allow the District or its representative ready access at all reasonable times to all parts of the premises for the purposes of inspection or sampling or in the performance of any of their duties. The District shall have the right to set up on the user's property such devices as are necessary to conduct sampling or metering operation. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the District will be permitted to enter without delay for the purposes of performing their specific responsibilities.

SEC. ~~821.13.~~ Pretreatment. Users shall make ~~Wastewater-wastewater~~ acceptable under the limitations established herein before discharging into any ~~community-Wastewater~~District infrastructure. Any facilities required to pretreat ~~Wastewater-wastewater~~ to a level acceptable to the District shall be provided and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the District for review, and shall be approved by the District before construction of the facility.

SEC. ~~821.14.~~ Protection from Accidental Discharge. Each user shall provide protection from accidental discharge of prohibited materials or other wastes regulated by this ordinance. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the user's expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the District for review, and shall be approved by the District before construction of the facility.

SEC. ~~821~~15. Confidential Information. All information and data regarding a user obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or any other governmental agency without restrictions unless the user specifically requests and is able to demonstrate, to the satisfaction of the District, that the release of such information would divulge information, processes or methods which are proprietary.

When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available to governmental agencies for use in making studies; and shall be available for use by the state or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information. Information accepted by the District as confidential shall not be transmitted to any governmental agency or to the general public by the District until and unless prior and adequate notification is given to the user.

SEC ~~821~~16. Publication of Industrial Users in Significant Noncompliance. The General Manager shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the ~~District~~SCSD, a list of the Significant Industrial Users which, at any time during the previous twelve (12) months, were in Significant Noncompliance with applicable ~~Wastewater~~ Pretreatment Standards and Requirements. The term Significant Noncompliance shall be applicable to all Significant Industrial Users:

- A. Chronic violations of ~~Wastewater~~~~wastewater~~ discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six (6) month period exceed (by any magnitude) a numeric ~~Wastewater~~ Pretreatment Standard or Requirement;
- B. Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of ~~Wastewater~~~~wastewater~~ measurements taken for each pollutant parameter during a six (6) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement;
- C. Any other violation of a Categorical Pretreatment Standard that the General Manager determines has caused, along or in combination with other discharges, ~~Interference~~~~interference~~ or ~~Pass-pass Through~~~~through~~, including endangering the health of POTW personnel or the general public;
- D. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in an individual ~~Wastewater~~~~discharge permit~~~~Wastewater~~ Discharge Permit or a general permit or enforcement order for starting construction, completing construction, or attaining final compliance;
- E. Failure to provide within forty-five (45) days, any required reports, including baseline monitoring reports, reports on compliance with categorical ~~Wastewater~~ Pretreatment

Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

- F. Failure to accurately report noncompliance; or
- G. Any other violation(s), which may include a violation of Best Management Practices, which the General Manager determines will adversely affect the operation or implementation of the local pretreatment program.

CHAPTER 922 – WASTEWATER CHARGES AND FEES

SEC. 922.01. Classification of Users. All users are to be classified either by assigning each one to a “user classification” category according to the principal activity conducted on the user’s premises, by individual user analysis, or by a combination thereof. The purpose of such collective and/or individual classification is to facilitate the regulation of ~~Wastewater~~ wastewater discharges based on ~~Wastewater~~ wastewater constituents and characteristics to provide an effective means of source control, and to establish a system of charges and fees which will ensure an equitable recovery of the District’s cost.

SEC. 922.02. Types of Charges and Fees. The charges and fees established in the District’s schedules of charges and fees, may include, but not be limited to:

- A. User fee classification charges;
- B. Fees for monitoring;
- C. Fees for permit applications;
- D. Appeal fees;
- E. Connection fees or assessments;
- F. Service charges;
- G. Penalties or special cost recovery charges;
- H. Charges and fees based on ~~Wastewater~~ wastewater constituent flows and characteristics to include industrial cost recovery provisions of the Clean Water Act.

SEC. 922.03. Basis for Determination of Charges. Charges and fees established for each user or user classification, including permit users, shall be based on measured or estimated constituents and characteristics of the ~~Wastewater~~ wastewater discharge of each user or user classification, which may include, but not be limited to, BOD, TSS, oil and grease, chlorine demand, volume, and rate of flow.

Unless otherwise specified, the charges and fees for each user or user classification shall be computed on the basis of characteristics of ~~Wastewater wastewater from a domestic dwelling and relative difficulty to transport and treat~~discharged to District infrastructure.

SEC. 922.04. Sewer Service~~Wastewater~~ **Charges.** A monthly sewer service charge is a charge for an immediately available property-related sewer service. The monthly charge shall apply to all utility customers within the District's limits. The amount of the monthly charge is established by Resolution and is part of the District's Master Fee Schedule. The monthly charge is composed of a monthly base rate, a monthly flow rate, and a monthly strength rate. The amount of each charge shall be applied as follows:

A. A monthly base rate shall be imposed on all customers, per equivalent dwelling unit (EDU), regardless of any actual water usage, which shall include consolidated amounts for:

1. Operations and maintenance.
2. Capital reserve; and
3. Loan repayment.

B. A monthly flow rate, in addition to a monthly base rate, shall be imposed on all customers based on each one hundred cubic feet (100 cf) of water used, which shall have consolidated amounts for:

1. Operations and maintenance.
2. Capital reserve; and
3. Loan repayment.

C. A monthly strength rate, in addition to a monthly base rate and monthly flow rate, shall be imposed on all customers per pound (lb.) of BOD and TSS, which shall include consolidated amounts for:

1. Operations and maintenance.
2. Capital reserve; and
3. Loan repayment.

~~The monthly charge for Wastewater service shall be calculated by adding a fixed charge per bill (or per dwelling unit for residential customers) to a variable charge per hundred (100) cubic feet ("HCF") of water consumed. No residential customer shall be charged for in excess of 12 HCF of water consumption in a month, regardless of the actual amount of water consumed. The rates shall be as in the rate schedule.~~

SEC. 922.05. Extraordinary Charges. The Board of Directors reserves the right to set special ~~Wastewater-sewer~~ service charges where, in the opinion of the General Manager ~~and/or Board of Directors~~, a waste discharge strength and loading does not fit into existing rate schedules.

SEC. 922.06. Pretreatment Charges and Fees. The District may adopt reasonable charges and fees for reimbursement of costs of setting up and operating the District's pretreatment program. All fees will be based on:

- A. Fees for ~~Wastewater discharge permit~~ Wastewater Discharge Permit applications including the cost of processing such applications;
- B. Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing an industrial user's discharge, and reviewing monitoring reports submitted by the users;
- C. Fees for reviewing and responding to accidental discharge procedures and construction;
- D. Fees for filing appeals;
- E. Other fees as the District may deem necessary to carry out the requirements contained in this section.

CHAPTER 1023 – BILLING AND COLLECTING

SEC. 1023.01. Billing. The regular billing period will be each calendar month.

SEC. 1023.02. Opening and Closing Bills. Opening and closing bills for less than the normal billing period shall be prorated on a daily water used basis.

SEC. 1023.03. Billing Time. Bills for ~~sewer service charges~~ Wastewater service shall be rendered at the beginning of each billing period and are payable upon presentation, except as otherwise provided.

SEC. 1023.04. 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. Upon submitting an unpaid charge to the State, ~~the District~~ SCSD will also notify the customer at the last known customer address. Customers may appeal said submittal by filing an appeal with the District.

SEC. 1023.05 Collection by Suit. As an alternative to any of the other procedures herein provided, the District may collect unpaid charges by suit, in which event it shall also have judgment for the cost of suit and reasonable attorney's fees.

SEC. 1023.06. Other Utility Charges. The District will provide for the collection of its ~~Wastewater-sewer~~ service charges with the rates for the services of the water system or other utility service furnished. The ~~Wastewater-sewer~~ service charges shall be itemized, billed upon the same bill, and collected as one item, together with and not separately from such utility service charge.

SEC. 1023.07. Discontinuing Service. If all or any part of the bill on which any ~~Wastewater-sewer~~ service charge is collected is not paid, the District may discontinue its water or utility service until such bill is paid.

SEC. 23.08. Billing and Collecting Delinquencies on Tax Roll. The District may provide for the collection of all such delinquent charges that have not been paid and collected at the time of establishing its tax rate, upon the tax roll which District taxes are collected and in the same manner provided by law therefore.

SEC. 23.09. Other Remedies. The District may provide otherwise for the collection of such delinquent charges. All remedies herein provided for their enforcement and collection are cumulative and may be pursued alternately or collectively as the District determines.

SEC. 23.10. Procedure. When the District elects to use the tax roll on which general taxes are collected for the collection of current and delinquent Wastewater service charges, proceedings therefore shall be had as now or hereafter provided therefore in the Health and Safety Code.

SEC. 23.11. Alternative. The powers authorized by this Title shall be an alternative to all other powers of the District and an alternative to procedures adopted by the Board thereof for the collection of such charges.

SEC. 23.12. Report. A written report shall be prepared and filed with the clerk, which shall contain a legal description of each parcel of real property receiving such services and facilities and the amount of the charge for each parcel for the forthcoming fiscal year, computed in conformity with the charges prescribed by this ordinance.

SEC. 23.13. Notice. The Clerk shall cause notice of the filing of the report and of the time and place of hearing thereof to be published once a week for two (2) successive weeks prior to the date set for hearing, in a newspaper of general circulation, printed and published in the general area. Prior to such hearing for the first time, the Clerk shall mail a notice in writing of the filing of said first report proposing to have such changes for the forthcoming fiscal year collected on the tax roll and of the time and place of the hearing thereon, to be mailed to each person to whom any part of parcel of real property described in the report is assessed in the last equalized assessment roll on which general taxes are collected, at the address shown on the tax roll or as known to the Clerk.

SEC. 23.14. Hearing. At the time of said hearing, the Board shall hear and consider all objections or protests, if any, to said report referred to in said notice and may continue the hearing from time to time.

SEC. 23.15. Final Determination of Charges. Upon the conclusion of the hearing on the report, the Board will adopt, revise, change, reduce or modify any charge or overrule any or all objections and shall make its determination upon each change as described in said report, which determination shall be final.

SEC. 23.16. Filing of Report with County Auditor. On or before the 10th day of August in each year following the final determination of the Board, the Clerk shall file with the Auditor a copy of said report with a statement endorsed thereon over the Clerk's signature that it has been finally adopted by the Board of the District, and the Auditor shall enter the amounts of the charges against the respective lots or parcels of land as they appear on the current assessment roll.

~~SEC. 23.17. Lien.~~ The amount of the charges shall constitute a lien against the lot or parcel of land against which the charge has been imposed as of noon on the first Monday in March of each year. The tax collector shall include the amount of the charges on bills for taxes levied against the respective lots and parcels of land.

~~SEC. 23.18. Tax Bill.~~ Thereafter, the amount of the charges shall be collected at the same time and in the same manner and by the same persons as, together with and not separately from the general taxes for the District, and shall be delinquent at the same time and thereafter be subject to the penalties for delinquency.

SEC. 1023.0849. Collection. All laws applicable to the levy, collection and enforcement of general taxes of the District, including but not limited to those pertaining to the matters of delinquency, correction, cancellation, refund and redemption, are applicable to such charges.

SEC. 1023.0920. Use of Revenues. Revenues derived under this ordinance shall be used only for the acquisition, construction, or reconstruction, maintenance and operation of Wastewater facilities of the District and to repay principal and interest on bonds issued for the construction or reconstruction of ~~Wastewater~~ wastewater facilities.

SEC. 1023.1021. Disconnection. As an alternative method of collecting such charges, the District may disconnect any premises from the water ~~and Wastewater~~ system if the user fails to pay the service charges for their premises after they have become delinquent, effectively disconnecting sewer service. ~~The person in charge of the Wastewater system shall estimate the cost of disconnection of such premises from the enterprise and t~~The cost of reconnecting it thereto is established in the Master Fee Schedule, and such user shall deposit the cost as estimated of disconnection and reconnection before such premises are reconnected to the ~~Wastewater~~ wastewater system.

SEC. 1023.1122. Abatement. During the period of non-connection or disconnection, habitation of such premises by human beings shall constitute a public nuisance, whereupon the District Board shall cause proceedings to be brought for the abatement of the occupancy of said premises by the human beings. In such event, and as a condition of connection or reconnection, there shall be paid to the District reasonable attorneys' fees and costs of suit arising in said action.

CHAPTER 1124 – ALTERNATIVE BILLING PROCESS TO BILL ON COUNTY TAX ROLL

SEC. 1124.01. Billing and Collecting Delinquencies on Tax Roll. The District may provide for the collection of all such delinquent charges that have not been paid and collected at the time of establishing its tax rate, upon the tax roll which District taxes are collected and in the same manner provided by law therefore.

SEC. 1124.02. Other Remedies. The District may provide otherwise for the collection of such delinquent charges. All remedies herein provided for their enforcement and collection are cumulative and may be pursued alternately or collectively as the District determines.

SEC. 1124.03. Procedure. When the District elects to use the tax roll on which general taxes are collected for the collection of current and delinquent sewer service charges, proceedings therefore shall be had as now or hereafter provided therefore in the California Health and Safety Code (CHSC).

SEC. 1124.04. Alternative. The powers authorized by the CHSC shall be an alternative to all other powers of the District and an alternative to procedures adopted by the Board thereof for the collection of such charges.

SEC. 1124.05. Report. A written report shall be prepared and filed with the County Clerk, which shall contain a legal description of each parcel of real property receiving such services and facilities and the amount of the charge for each parcel for the forthcoming fiscal year, computed in conformity with the charges prescribed by this ordinance.

SEC. 1124.06. Notice. The Clerk shall cause notice of the filing of the report and of the time and place of hearing thereof to be published once a week for two (2) successive weeks prior to the date set for hearing, in a newspaper of general circulation, printed and published in the general area. Prior to such hearing for the first time, the Clerk shall mail a notice in writing of the filing of said first report proposing to have such changes for the forthcoming fiscal year collected on the tax roll and of the time and place of the hearing thereon, to be mailed to each person to whom any part of parcel of real property described in the report is assessed in the last equalized assessment roll on which general taxes are collected, at the address shown on the tax roll or as known to the Clerk.

SEC. 1124.07. Hearing. At the time of said hearing, the Board shall hear and consider all objections or protests, if any, to said report referred to in said notice and may continue the hearing from time to time.

SEC. 1124.08. Final Determination of Charges. Upon the conclusion of the hearing on the report, the Board will adopt, revise, change, reduce or modify any charge or overrule any or all objections and shall make its determination upon each change as described in said report, which determination shall be final.

SEC. 1124.09. Filing of Report with County Auditor. On or before the 10th day of August in each year following the final determination of the Board, the Clerk shall file with the Auditor a copy of said report with a statement endorsed thereon over the Clerk's signature that it has been finally adopted by the Board of the District, and the Auditor shall enter the amounts of the charges against the respective lots or parcels of land as they appear on the current assessment roll.

SEC. 1124.10. Lien. The amount of the charges shall constitute a lien against the lot or parcel of land against which the charge has been imposed as of noon on the first Monday in March of each year. The tax collector shall include the amount of the charges on bills for taxes levied against the respective lots and parcels of land.

SEC. 1124.11. Tax Bill. Thereafter, the amount of the charges shall be collected at the same time and in the same manner and by the same persons as, together with and not separately from the

general taxes for the District, and shall be delinquent at the same time and thereafter be subject to the penalties for delinquency.

CHAPTER ~~24~~1225 – ENFORCEMENT

SEC. 1224.01. Accidental Discharges.

1. Users shall notify the District immediately upon accidentally discharging wastes in violation of this ordinance to enable countermeasures to be taken by the District to minimize damage to the POTW, treatment processes, the receiving water, and the public in general.

The notification shall be followed, within fifteen (15) business days of the date of occurrence, by a detailed, written statement from user describing the cause(s) of the accidental discharge and the measures being taken to prevent future occurrence. Such notification will not relieve users of liability for any expense, loss or damage to the ~~Wastewater~~wastewater system, treatment plant, or treatment process, or for any fines imposed.

2. In order that employees of users are informed of District requirements, users shall make available to their employees copies of this ordinance together with such other ~~Wastewater~~wastewater information and notices which may be furnished by the District from time to time directed toward more effective water pollution control. A notice shall be furnished and permanently posted on the user's bulletin board advising employees whom to call in case of an accidental discharge or spill in violation of this ordinance.

3. Any direct or indirect connection or entry point for persistent or deleterious wastes to the user's plumbing or drainage system would be eliminated. Where such action is impractical or unreasonable, the user shall appropriately label such entry points to warn against discharge of such wastes in violation of this ordinance.

SEC. 1224.02. Notice of Violation. When the General Manager finds that a user has violated, or continues to violate, any provision of this ordinance, an individual ~~Wastewater discharge permit~~Wastewater Discharge Permit, or a general permit or order issued hereunder, or any other Wastewater Pretreatment Standard or Requirement, the General Manager may serve upon that user a written Notice of Violation (NOV) within five (5) business days of the receipt of such notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the user to the General Manager. Submission of such a plan in no way relieves the user of liability for any violations occurring before or after the receipt of the NOV. Nothing in this Section shall limit the authority of the General Manager to take any action, including emergency actions or any other enforcement action, without first issuing a NOV.

SEC. 1224.03. Consent Orders. The General Manager may enter into any documents establishing an agreement with any user responsible for noncompliance. These documents shall include specific action to be taken by the user to correct the noncompliance within a time period specified by the

document. The documents shall have the same force and effect as the administrative orders issued pursuant to this ordinance and shall be judicially enforceable.

SEC. 1224.04. Compliance Orders. When the General Manager finds that a user has violated, or continues to violate, any provision of this ordinance, an individual ~~Wastewater-discharge permit~~Wastewater Discharge Permit, or a general permit or order issued hereunder, or any other Pretreatment Standard or Requirement, the General Manager may issue an order to the user responsible for the discharge directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, Wastewater service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the ~~Wastewater~~District infrastructure. A compliance order may not extend the deadline for compliance established for a Wastewater Pretreatment Standard or Requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.

SEC. 1224.05. Administrative Fines.

- A. When the General Manager finds that a user has violated, or continues to violate, any provision of this ordinance, an individual ~~Wastewater-discharge permit~~Wastewater Discharge Permit, or a general permit or order issued hereunder, or any other Wastewater Pretreatment Standard or Requirement, General Manager may fine such user for each and every violation committed. Such fines shall be assessed on a per-violation, per-day basis. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.
- B. Unpaid charges, fines, and penalties shall, after sixty (60) calendar days, be assessed an additional penalty of ten percent (10%) of the unpaid balance, and interest shall accrue thereafter at a rate of one half of one percent (0.5%) per month. A lien against the user's property shall be sought for unpaid charges, fines, and penalties as authorized by California Government Code section 61621^[LM1].
- C. Users desiring to dispute such fines must file a written request for the General Manager to reconsider the fine along with full payment of the fine amount within thirty (30) days of being notified of the fine. Where a request has merit, the General Manager may convene a hearing on the matter. In the event the user's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the user. The General Manager may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.
- D. Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the user authorized under these regulations or by California law, including the damages sustained by the District as a result of any such violation(s).

SEC. 1224.06. Issuance of Cease and Desist Orders. When the General Manager finds that a user has violated, or continues to violate, any provision of this ordinance, an individual ~~Wastewater discharge permit~~ Wastewater Discharge Permit, or a general permit or order issued hereunder, or any other Wastewater Pretreatment Standard or Requirement, or that the user's past violations are likely to recur, the General Manager may issue an order to the user directing it to cease and desist all such violations and directing the user to:

- A. Immediately comply with all requirements; and
- B. Take such appropriate remedial or preventative action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease and desist order shall not be a bar against or a prerequisite to taking other action against the user.

SEC. 1224.07. Emergency Suspensions. The General Manager may immediately suspend a user's discharge, after informal notice to the user, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present, or cause an imminent or substantial endangerment to the public health or safety. The General Manager may also immediately suspend a user's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW.

Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the General Manager may take such steps as deemed necessary, including immediate severance of the ~~Wastewater wastewater~~ connection, to prevent or minimize damage to the POTW, its receiving stream or endangerment to any individuals. The General Manager may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the General Manager that the period of endangerment has passed, unless the termination proceedings in this ordinance are initiated against the user.

Nothing in this Section shall be interpreted as requiring a hearing prior to any Emergency Suspension.

SEC. 1224.08. Termination of Discharge. In addition to the provisions in this ordinance, any user who violates the following conditions is subject to discharge termination:

- A. Violation of individual ~~Wastewater discharge permit~~ Wastewater Discharge Permit or general permit conditions;
- B. Failure to accurately report the ~~Wastewater wastewater~~ constituents and characteristics of its discharge;
- C. Failure to report significant changes in operations or ~~Wastewater wastewater~~ volume, constituents, and characteristics prior to discharge;

D. Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling; or

E. Violation of ~~the any~~ Wastewater Pretreatment Standards in this ordinance.

Such user will be notified of the proposed termination of its discharge. Exercise of this option by the General Manager shall not be a bar to, or a prerequisite for, taking any other action against the user.

SEC. 1224.09. Appeals. Any user, permit applicant, or permit holder affected by any decision, action, or determination, including Cease and Desist Orders, made by the General Manager, interpreting or implementing the provisions of this ordinance or in any permit issued herein, may file with the General Manager, a written request for reconsideration within ten (10) days of such decision, action, or determination, setting forth in detail the facts supporting the user's request for reconsideration.

If the subsequent ruling made by the General Manager is unsatisfactory to the person requesting reconsideration, they may, within ten (10) days after notification of the District action, file a written appeal to the District Board. The written appeal shall be heard by the District Board within thirty (30) days from the date of filing. The District's Board shall make a final ruling on the appeal within fifteen (15) days of the closing of the meeting. The General Manager's decision, action, or determination shall remain in effect during such period of reconsideration.

SEC. 1224.10 Remedies Non-Exclusive. The remedies provided for in this ordinance are not exclusive. The General Manager may take any, all or any combination of these actions against a noncompliant user. ~~Enforcement of pretreatment violations will generally be in accordance with Districts enforcement response plan.~~ However, the General Manager may take other action against any user when the circumstances warrant. Further, the General Manager is empowered to take more than one enforcement action against any noncompliant user.

SEC. 1224.11. Affirmative Defenses to Discharge Violations.

1. Process Failure.

- A. A process failure is an unintentional and temporary noncompliance with Categorical Wastewater Pretreatment Standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation;
- B. A process failure shall constitute an affirmative defense to an action brought for noncompliance with Categorical Wastewater Pretreatment Standards if the requirements of paragraph (C), below, are met;

C. A user who wishes to establish the affirmative defense of process failure shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

1. A process failure occurred and the user can identify the cause(s) of the process failure;
2. The facility was at the time being operated in a prudent ~~and workman-like~~ manner and in compliance with applicable operation and maintenance procedures; and
3. The user has submitted the following information to the General Manager within twenty-four (24) hours of becoming aware of the process failure [if this information is provided orally, a written submission must be provided within five (5) days]:
 - i. A description of the indirect discharge and cause of noncompliance;
 - ii. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue;
 - iii. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance;
 - iv. In any enforcement proceeding, the user seeking to establish the occurrence of a process failure has the burden of proof;
 - v. Users shall have the opportunity for a judicial determination on any claim of process failure only in an enforcement action brought for noncompliance with Categorical Wastewater Pretreatment Standards; and
 - vi. Users shall control production of all discharges to the extent necessary to maintain compliance with Categorical Wastewater Pretreatment Standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

2. Bypass.

A. For the purposes of this section:

1. Bypass means the intentional diversion of waste streams from any portion of a user's treatment facility;

2. Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- B. A user may allow any bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. Requirements may be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (C) and (D) of this Section.

C. **Bypass Notifications.**

1. A user shall submit prior notice to the General Manager, at least ten (10) days before the date of the bypass, if possible;
2. A user shall submit oral notice to the General Manager of an unanticipated bypass that exceeds applicable Wastewater Pretreatment Standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue and steps taken or planned to reduce, eliminate and prevent reoccurrence of the bypass.

D. **Unavoidable Bypass.**

1. Bypass is prohibited, and the General Manager may take an enforcement action against a user for a bypass, unless:
 - a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass, which occurred during normal periods of equipment downtime or for preventive maintenance; and
 - c. The user submitted notices as required under paragraph (C) of this section;

2. The General Manager may approve an anticipated bypass, after considering its adverse effects, if the General Manager determines that it will meet the three conditions listed in paragraph (D)(i) of this Section.

CHAPTER ~~1325~~ - ABATEMENT

SEC. ~~1325~~.01. Public Nuisance. Discharges of ~~Wastewater~~ ~~wastewater~~ in any manner in violation of this ordinance or of any order issued by the General Manager ~~is-as~~ authorized by this ordinance, is hereby declared a public nuisance and shall be corrected or abated as directed by the General Manager. Any person creating a public nuisance shall be subject to provisions of District codes or ordinances, rules and/or regulations governing such nuisance.

SEC. ~~1325~~.02. Injunctive Relief. When the General Manager finds that a user has violated, or continues to violate, any provision of this ordinance, an individual ~~Wastewater-discharge permit~~ ~~Wastewater Discharge Permit~~, or a general permit or order issued hereunder, or any other ~~Wastewater~~ Pretreatment Standard or Requirement, the District may petition the California Superior Court for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the individual ~~Wastewater-discharge permit~~ ~~Wastewater Discharge Permit~~, the general permit, order, or other requirement imposed by this ordinance on activities of the user. The District may also pursue any other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against the user authorized under these regulations or by California law.

SEC. ~~1325~~.03. Damage to Facilities. When a discharge of wastes causes an obstruction, damage, or any other impairment to District ~~infrastructure and~~ facilities, the District may assess a charge against the user for the work required to clean or repair the District infrastructure and facility and add such charge to the user's ~~Wastewater-sewer~~ service charge.

SEC. ~~1325~~.04. Correction of Violations; Collection of Costs; Injunction. In order to enforce the provisions of this ordinance, the District may correct any violations hereof. The cost of such correction may be added to any ~~Wastewater-sewer~~ service charge payable by the person violating the ordinance or the applicant or tenant of the property upon which the violation occurred, and the District shall have such remedies for the collection of such costs as it has for the collection of ~~Wastewater-sewer~~ service charges under California law.

SEC. ~~1325~~.05. Civil Penalties.

- A. A user who has violated, or continues to violate, any provision of this ordinance, an individual ~~Wastewater-discharge permit~~ ~~Wastewater Discharge Permit~~, or a general permit or order issued hereunder, or any other ~~Wastewater~~ Pretreatment Standard or Requirement shall be liable to the ~~District~~ SCSD for a maximum civil penalty of One Thousand Dollars (\$1,000), per violation, per day. In the case of a monthly or other

long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

- B. The District may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the ~~District~~SCSD.
- C. In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires;
- D. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a user authorized under these regulations or by California law.

SEC. 1325.06. Criminal Prosecution.

- ~~A.~~ A user who violates any provision of this ordinance, an individual ~~Wastewater discharge permit~~Wastewater Discharge Permit, or a general permit or order issued hereunder, or any other ~~Wastewater~~ Pretreatment Standard or Requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than One Thousand Dollars (\$1,000) per violation, per day, or imprisonment for not more than one (1) year, or both;
- ~~A.B.~~ A user who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and may be subject to a penalty of at least One Thousand Dollars (\$1,000) per violation, or be subject to imprisonment for not more than one (1) year, or both. This penalty shall be in addition to any other cause of action for personal injury or property damage available to the District under California law, and the District shall be entitled to recover damages in the amounts actually sustained;
- ~~B.C.~~ A user who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed or required to be maintained pursuant to this ordinance, individual ~~Wastewater—discharge permit~~Wastewater Discharge Permit, or general permit or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this ordinance shall, upon conviction, be punished by a fine of not more than One Thousand Dollars (\$1,000) per violation, per day, or imprisonment for not more than one (1) year, or both.

CHAPTER ~~1426~~ – WASTEWATER CAPITAL - RESERVE FUND

SEC. 1426.01. Wastewater Capital Reserve Fund. The District shall maintain a Wastewater Capital Reserve Fund (WCRF) dedicated solely to pay for future expansion, major repair and replacement of the ~~treatment works~~ at the ~~District~~SCSD Wastewater Treatment Facility.

SEC. 1426.02. Withdrawal of WCRF Monies. The Board may use money from the WCRF to pay for the cost of planning, design and construction of capital improvements to the Wastewater treatment works.

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~~chapter. The ~~SCSD-District~~ Board hereby declares that it would have passed this ~~Chapter~~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 EIR which was completed upon the formation of the Scotia Community Service District, a determination was made that the District would not result in a significant environmental impact. This ordinance is also exempt from the California Environmental Quality Act (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:

Board 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

Scotia Community Services District

Staff Report

Date: May 21, 2020
To: Scotia CSD Board of Directors
From: Leslie Marshall, General Manager
Subject: Consider Adopting Resolution 2020-7: A Resolution of the Scotia Community Services District Board of Directors Amending the SCSD FY 2020/2021 Master Fee Schedule

RECOMMENDATION:

Review and adopt Resolution 2020-7 Scotia Community Services District FY 2020/2021 Master Fee Schedule, with recommended changes.

ACTION:

Review amended FY 2020/2021 Master Fee Schedule, discuss, and approve Resolution 2020-7

DISCUSSION:

The SCSD proposes adoption of the amended the FY 2020/2021 Master Fee Schedule to be in accordance with the Water and Wastewater Ordinances to further clarify the monthly service charges for sewer and water rates, specifically the Base Rates. Base Rates for water and sewer are requisite service charges imposed on all utility customers within the District's boundaries regardless of any actual usage or account status. If a customer's service is discontinued for non-payment, monthly Base rates shall continue to accrue.

FISCAL IMPACT:

No changes at this time. See FY 2020/2021 Fee Master Schedule.

ATTACHMENTS:

Attachment A: Resolution 2020-7 A Resolution of the Scotia Community Services District Board of Directors Revising the Scotia Community Services District FY 2020-2021 Master Fee Schedule

Attachment B: Updated FY 2020/2021 Master Fee Schedule

SCOTIA COMMUNITY SERVICES DISTRICT
FY ~~2019~~/2021~~20~~ MASTER FEE SCHEDULE

SECTION 1. WATER SYSTEM

The following water system fees are applicable to the Scotia Community Services District (District).

1. **Existing Water Service Connection.** Where the Developer has installed the new water service line and the District will merely be installing a new meter, the fee shall be as follows:

New Meter Fees	
5/8 Inch (meter set only)	\$201.35
3/4 Inch (meter set only)	\$266.04
1 Inch (meter set only)	\$305.82
Greater Than 1 Inch	Special Quote

2. **Splitting/Relocating Water Service.** The charge for splitting an existing water service shall be the actual charge for material, labor, and equipment not to exceed the charges for a new service. The charge for relocating an existing service shall be actual costs for materials, labor, and equipment not to exceed charges for a new service less credit for existing meter. Any related inspection costs will be charged on a time and materials basis.
3. **Backflow Prevention Device Charges.** Maintenance and testing of these devices is the responsibility of the customer and shall be tested by a certified backflow tester. The customer shall submit a copy of the test results annually. Failure to provide certified back-flow test results as required shall result in the District providing the test and inspection at the customer's expense.
4. **Water Hauler Fees and Charges.** Charges for potable water shall be based on the 2019 Water Hauler Guidelines. Raw water will not be available for water hauler use or sale.
5. **Temporary Construction Meters.** A \$40.00 meter setting fee will be charged for the installation of this meter. There shall be imposed a monthly rate for the temporary service, based on meter size in the table below and a charge for the quantity of water used at the current flow in Section 1.7
6. **Meter Tests – Deposit.** If a customer desires to have the meter serving their premises tested, they shall first deposit Thirty-Five Dollars (\$35.00) and pay the actual cost to test the meter.
7. **Monthly Water Service Rates.** These utility charges shall apply to all customers within the District's limits. A monthly rate for water service provided by the District shall be as shown below.

- A. Monthly Water Base Rate. The monthly base rate shall be determined by size of water meter and location of service. The monthly Base Rate is a requisite service charge for all utility customers, regardless of any actual water usage or account status. If a customer's service is discontinued for non-payment, monthly Base Rates shall continue to accrue.
- B. Monthly Consumption Charge: The monthly quantity charge rate shall be charged per 100 cubic-feet (HCF) of water used.
- C. Monthly Raw Water Charge: The Raw (non-potable) Water Rate shall be charged per 100 HCF of water used.

The rates and minimum water service charges are billed monthly to customers within the service area of the District shall be as follows:

Water Rates over the Initial 5-year Period					
	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
Monthly Base Rate per Meter Size					
5/8"	\$62.91	\$63.86	\$64.81	\$65.79	\$66.77
3/4"	\$94.37	\$95.79	\$97.23	\$98.69	\$100.17
1"	\$157.28	\$159.64	\$162.03	\$164.46	\$166.93
1 1/2"	\$314.56	\$319.28	\$324.07	\$328.93	\$333.86
2"	\$503.29	\$510.84	\$518.50	\$526.28	\$534.17
3"	\$943.67	\$957.83	\$972.19	\$986.78	\$1,001.58
4"	\$1,572.78	\$1,596.37	\$1,620.32	\$1,644.62	\$1,669.29
6"	\$3,145.57	\$3,192.75	\$3,240.64	\$3,289.25	\$3,338.59
8"	\$5,032.91	\$5,108.40	\$5,185.03	\$5,262.81	\$5,341.75
Monthly Commodity Rate					
Treated Water (per 100 cf water used)	\$2.66	\$2.70	\$2.74	\$2.78	\$2.82
Raw Water (per 100 cf water used)	\$0.23	\$0.23	\$0.24	\$0.24	\$0.24

SECTION 2. WASTEWATER SYSTEM FEES

The following sewer system fees are applicable to the Scotia Community Services District.

1. **Monthly Sewer Service Rates.** These utility charges shall apply to all customers within the District's limits and applied as follows:
 - A. A monthly Base Rate shall be imposed on all customers, per equivalent dwelling unit (EDU) and regardless of any actual usage.
 - B. A monthly Flow Rate based on one hundred cubic feet (100 cf) of metered water used;
and
 - C. a monthly Strength Fee based on per pound (lb.) of BOD and TSS.

The monthly base rate is a requisite service charge for all utility customers within the District's limits, regardless of actual usage or account status. If a customer's service is discontinued for non-payment, the monthly Base Rate shall continue to accrue.

The rates and minimum sewer service charges billed monthly to customers within the service area of the District shall be as follows:

Wastewater Rates over the Initial 5-year Period					
	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
Base Rate (per EDU)	\$75.25	\$76.38	\$77.53	\$78.69	\$79.87
Monthly Flow Rate					
Flow Rate (per 100 cf used)	\$4.11	\$4.18	\$4.24	\$4.30	\$4.37
Monthly Strength Rate					
BOD (per lb)	\$0.3626	\$0.3680	\$0.3736	\$0.3792	\$0.3849
TSS (per lb)	\$0.5414	\$0.5495	\$0.5578	\$0.5661	\$0.5746

- Special Sewer Discharge Permit.** A \$250.00 fee shall be collected on each special sewer discharge permit that is processed and issued. There will be an additional charge for actual gallons discharged to the public sewer system based on strength of discharged wastewater.

SECTION 3. WATER AND WASTEWATER DEPOSITS AND MISCELLANEOUS CHARGES

- Security Deposits** The following deposits shall be collected if a customer fails to meet the District's guidelines for creditworthiness:

Security Deposits		
Type of Service	Base Deposit	Max. Deposit
Single Family Residential		
Water & Sewer	\$100.00	\$150.00
Water only	\$ 50.00	\$ 75.00
Sewer only	\$ 50.00	\$ 75.00
Multi-family Units		
Water only/1 st Unit	\$ 35.00	\$150.00
Additional Units	\$ 20.00	\$100.00
Water & sewer/1 st Unit	\$ 50.00	\$ 75.00
Additional	\$ 40.00	\$ 60.00
Commercial		
Water & Sewer	2.5 times the Monthly Base Rate	
Water Only	2.5 times the Monthly Base Rate	
Sewer Only	2.5 times the Monthly Base Rate	

2. **Security Deposit - Guidelines for Creditworthiness.** A customer must meet one of the following criteria to meet the District's guideline for creditworthiness when considering an alternative to the collection of a security deposit:
 - A. Prior service within the District showing timely payments within the previous two (2) years, or
 - B. Produce a letter of credit from PG&E, or other recognized utility showing timely payments for a period of one (1) year, or
 - C. Produce a positive rating report from a recognized credit reporting agency.
3. **Monthly Billing.** Utility accounts are billed monthly and due and payable upon presentation and must be paid in full by the due date on the bill, 15 days from the billing date. Any payment postmarked by the due date will be accepted as timely. If not paid in full, the bill becomes delinquent 20 days (5-day grace period) after the billing date and will be charged a 10% penalty. A disconnect warning will be mailed indicating a service disconnection date if payment has not been received within 53 days past the billing date. If payment in full is not received within 60 days of the billing date (40-day grace period), a final warning notice will be delivered/mailed/telephoned indicating the service disconnection date for non-payment is imminent. Payment to restore service will include all past due charges, current charges, late fee penalties, and a reconnection fee (plus penalties) will be made and collected prior to renewing service following a discontinuance. Customers that demonstrate a household annual income that is 200 percent below the federal poverty level will have any interest charges waived.
4. **Account Initiation Charge.** There shall be an initiation charge of Thirty-Five Dollars (\$35.00) to set up an account for a new customer or change a location for a current customer.
5. **Reconnection Charge.** A reconnection charge of Forty Dollars (\$40.00) for the first reconnection and Sixty-Five Dollars (\$65.00) thereafter plus penalties will be made and collected prior to renewing service following a discontinuance. Reconnection fees shall not exceed the actual cost of reconnection for customers that demonstrate an annual household income more than 200 percent below the federal poverty line.
6. **Returned Checks.** If a check tendered as payment for any rate or charge is returned to the District uncollected, there shall thereupon become due an additional charge of Twenty Dollars (\$20.00).
7. **Broken Lock Fee.** If a service is locked and the lock is broken, a charge of Twenty-Five Dollars (\$25.00) shall be assessed to the customer in addition to any other fees or penalties.

SECTION 4. WATER SHORTAGE EMERGENCY FINES AND PENALTIES

- Fines and Penalties.** Except as otherwise provided by Board action, violations of any provision of the District Code pertaining to water shortage emergency fines and penalties shall be fined as follows:

Fines and Penalties		
Violation	Classification	Penalty
First violation	Infraction	\$ 10.00
Second violation	Infraction	\$ 30.00
Third violation and subsequent violations within a 6-month period	Misdemeanor	\$100.00

SECTION 5. PARKS AND RECREATION FEES

- APPLICATION PROCESSING FEES.** The District shall charge a fee to process all applications for events as defined in the Parks and Recreation Ordinance.

APPLICATION PROCESSING FEES

Application Processing Fees cover Staff time to Process Facility Use Permits. Application Processing Fees are non-refundable and must be submitted at the time a Facility Use Permit application is turned in, at least 30 days prior to the event. See event definitions in Title IV Chapter 9 Section 9.01.a. of the Parks and Recreation Ordinance.

Large Scale Community Event	\$150
Major Event	\$150
Minor Event	\$100
Expressive Event	\$100

- FACILITY USE DEPOSIT FEES.** The District shall charge a deposit for events which qualify and are defined as special events and require a Facility Use Permit as follows:

Events WITHOUT Alcohol - \$250 deposit
 Events WITH Alcohol - \$500 deposit
 Concert Rentals - \$1,000 deposit

Deposits are refundable provided there are not damages to the facility and the facility is clean, consistent with the Parks and Recreation Ordinance. Deposits will not be refunded if the reservation is cancelled less than 1 month prior to event. Half of deposit will be returned if District is able to rebook facility.

- FACILITY USE FEES.** The District shall charge the following rates for use of a District-owned facility for each use specified below:
 Rental fees are due 30 days prior to event. All-day rate applies to hours between 8 a.m. and 1 a.m., including cleanup. Requests for extended hours are subject to City approval and additional costs. Changes made to Facility Use Permit less than 30 days prior to event are subject to City approval and may require additional charge. Any changes must be made in writing.

The “All Day Rate” shall be defined as a fee charged specifically for use of the Winema Theater and which includes access to the facility for greater than four (4) consecutive hours.

The “Half-Day Rate” shall be defined as a fee charged specifically for use of the Winema Theater and which includes access to the facility for a maximum of four consecutive hours.

WINEMA THEATER

Private Citizen/Business	\$45.00/hour	
Half Day Rate	\$176.00	(\$44.00/hr)
All Day Rate	\$344.00	(\$43.00/hr)
Non-Profit Groups/Vendors	\$35.00/hour	
Commercial Events*	\$450.00/day	
*Requires Event Host		

SCOTIA MUSEUM

Private Citizen/Business	\$35.00/hour
Non-Profit Groups/Vendors	\$25.00/hour

FIREMAN’S PARK

Private Citizen/Business	\$25.00/hour	
Half Day Rate	\$96.00	(\$24.00/hr)
All Day Rate	\$184.00	(\$23.00/hr)
Non-Profit Groups/Vendors	\$15.00/hour	
Commercial Events*	\$250.00/day	
*Requires Event Host		

PARKS

Soccer Field	\$28.00/hour
Baseball Park	
Baseball Field	\$28.00/hour
Horseshoe Pit	\$20 for 2 hours
Lighting	\$26.00/hour

4. EVENT SERVICES FEES. The District shall charge a fee of \$35 per hour (unless overtime wages apply) for an event host for those events requiring such a host. The minimum charge shall be two hours. Other event service fees shall be determined each year and are based on the direct expense associated with providing said service. Such event fees shall be established and adopted by the Board.

SPECIAL EVENT SERVICES

Event Setup

Events with less than 100 persons	\$50.00
Events with 101-200 persons	\$80.00
Events with more than 200 persons	\$105.00

Event Cleanup

Events with less than 100 persons	\$100.00
Events with 101-200 persons	\$125.00
Events with more than 200 persons	\$150.00

SECTION 6. STORM DRAINAGE FEES

- 1. INSPECTION FEES.** The District is responsible to annually inspect all private facilities for any violation of the provisions of the Storm Drainage ordinance. Private facilities shall be responsible for the cost of inspection and any associated inspection costs including but not limited to testing.

SECTION 7. DOCUMENT DUPLICATION AND DISTRIBUTION

The following charges are hereby established for the photocopying and mailing of printed material (not applicable to news media and not applicable to allied agencies in case of police reports for investigative purposes):

1. Photocopies.

- Per 8 1/2" x 11" and legal size page:

Per 1-side page.....	\$0.10
Per 2-side page.....	\$0.20
- Per 11" x 17" page:

Per 1-side page.....	\$0.20
Per 2-side page.....	\$0.40
- Per 24" x 36" page:

Per 1-side page.....	\$3.00
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- Conversion of Documents to Electronic Image: \$2.00 plus \$0.10/page

- 2. Copies of Video Tapes, Audio Tapes, CDs, DVDs.** \$3.00/each, plus actual cost for duplication
- 3. Mailing.** \$2.00/each, plus actual postage cost

RESOLUTION NO. 2020-7

**A RESOLUTION OF THE SCOTIA COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS
REVISING THE SCOTIA COMMUNITY SERVICES DISTRICT FY 2019-2020 MASTER
FEE SCHEDULE**

WHEREAS, in an effort to achieve recovery of staff costs, it is necessary to establish fees charged by the Scotia Community Services District to provide services without adversely impacting the District's service funds; and

WHEREAS, in order to recover these costs, and communicate these with the public, it is necessary to establish new fees through the Master Fee Schedule; and

WHEREAS, as required by Article XIID Sections 4 and 6(b) of the California Constitution, Districts can only charge rates or fees that are equal to or less than the reasonably anticipated costs of providing the service, conferring a benefit, granting a privilege, performing regulatory duties, enforcing laws, or as a condition of property development; and

WHEREAS, the Scotia Community Services District Master Fee Schedule will be reviewed on an annual basis and adjusted accordingly; and

WHEREAS, the Board of Directors has determined that it is in the best interest of the District to adopt fees for District services.

NOW, THEREFORE, BE IT RESOLVED:

1. The Scotia Community Services District Board of Directors hereby approves establishing fees for District services pursuant to the Master Fee Schedule attached hereto as Exhibit "A" and made a part hereof by this reference.

2. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED on the 21th day of May 2020, by the following vote of the governing body:

APPROVED:

ATTEST:

Paul Newmaker, Board President, Scotia CSD

Board Clerk, Scotia CSD

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2020-7, passed and adopted at a regular meeting of the Board of Directors of the Scotia Community Service District, County of Humboldt, State of California, held on the 21st day of May 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Board Clerk, Scotia CSD

Attached: Scotia Community Services District FY 2020/21 Master Fee Schedule

Scotia Community Services District

Staff Report

Date: May 21, 2020
To: Scotia CSD Board of Directors
From: Leslie Marshall, General Manager
Subject: Consider Adopting Resolution 2020-8: A Resolution of the Scotia Community Services District Board of Directors Signing the California Water/Wastewater Agency Response Network (CalWARN) 2007 Omnibus Mutual Assistance Agreement

RECOMMENDATION:

Review and adopt Resolution 2020-8 California Water/Wastewater Agency Response Network (CalWARN) 2007 Omnibus Mutual Assistance Agreement

ACTION:

Adopt Resolution 2020-8 California Water/Wastewater Agency Response Network (CalWARN) 2007 Omnibus Mutual Assistance Agreement

DISCUSSION:

The California Water/Wastewater Agency Response Network (CalWARN) is a statewide network that functions in concert with the California State Office of Emergency Services (OES) and the California Utility Emergency Association (CUEA). The Articles of Agreement relates to the WARN 2007 Omnibus Mutual Assistance Agreement which enables water and wastewater agencies in California to enter a contractual relationship under which they voluntarily share resources during an emergency.

The Omnibus Mutual Assistance Agreement addresses all reimbursement, liability, and procedural issues prior to an emergency.

There is no cost to join. We sign the agreement and voluntarily submit information on available resources.

Reimbursement is guaranteed however member agencies are not required to unnecessarily deplete local resources and all mutual assistance is furnished on a strictly voluntary basis.

FISCAL IMPACT: None.

ATTACHMENTS:

Attachment A: Articles of Agreement California Water/Wastewater Agency Response Network (CalWARN) 2007 Omnibus Mutual Assistance Agreement

Attachment B: Resolution 2020-8 California Water/ Wastewater Agency Response Network (CalWARN) 2007 Omnibus Mutual Assistance Agreement

This AGREEMENT is made and entered into by those water and wastewater utilities which have adopted and signed this agreement to provide mutual assistance in times of emergency in accordance with the California Emergency Services Act and the California Disaster and Civil Defense Master Mutual Aid Agreement; and to provide reimbursement for equipment, supplies and personnel made available on an emergency basis.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of emergency as follows:

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities hereby establish an Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Intrastate Mutual Aid and Assistance Program and is available to all water and wastewater utilities, public and private, in the State of California.

A. **Authorized Official** – An employee or officer of a Member who is authorized to: (1) request assistance; (2) offer assistance; (3) refuse to offer assistance or (4) withdraw assistance under this.

B. **Emergency** – A natural or human caused event or circumstance causing, or imminently threatening to cause impact to the operations of a member utility's system, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, flood, severe weather, earthquake, civil disturbance, riot, explosion, drought, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, intentional acts, sabotage, declaration of war, or other conditions which is, or is likely to be beyond the control of the services, personnel, equipment, and facilities of a Member and requires mutual assistance.

C. **Member** – Any public or private water or wastewater utility that manifests intent to participate in the Mutual Aid and Assistance Program by executing this, the California Water/Wastewater Agency Response Network (CalWARN) Agreement.

D. **Associate Member** – Any non utility participant, approved by the State Steering Committee, that provides a support role for the WARN program, for example State Department of Public

1 Health, or associations, who are members of the Regional or State Steering Committees
2 and do not officially sign the WARN agreement.
3

- 4 E. **Confidential Information** - Any document shared with any signatory to this Agreement that
5 is marked confidential, including but not limited to any map, report, notes, papers, opinion,
6 or e-mail which relates to the system vulnerabilities of a Member or Associate Member.
7
- 8 F. **Non-Responding Member** - A Member that does not provide assistance during a Period of
9 Assistance under the Mutual Aid and Assistance Program.
10
- 11 G. **Requesting Member** - A Member who requests assistance under the Mutual Aid and
12 Assistance Program.
13
- 14 H. **Responding Member** - A Member that responds to a request for assistance under the
15 Mutual Aid and Assistance Program.
16
- 17 I. **Period of Assistance** - A specified period of time when a Responding Member assists a
18 Requesting Member. The period commences when personnel, equipment, or supplies
19 depart from Responding Member's facility and ends when the resources return to their
20 facility (portal to portal). All protections identified in the Agreement apply during this period.
21 The specified Period of Assistance may occur during response to or recovery from an
22 Emergency.
23
- 24 J. **National Incident Management System (NIMS)** - A national, standardized approach to
25 incident management and response that sets uniform processes and procedures for
26 emergency response operations.
27
- 28 K. **Standardized Emergency Management System (SEMS)** - A standardized approach to
29 field command and jurisdictional management and response set forth by State of California
30 Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.
31
32

33 **ARTICLE III.** 34 **ADMINISTRATION** 35

36 The administration of the Water/Wastewater Agency Response Network (WARN) will be
37 through WARN Regional Steering Committees (RSC) and the WARN State Steering Committee
38 (SSC).
39

40 The WARN RSCs will be established by representatives from the Members in that region. A
41 chair and co-chair will be elected and act as administrators for that region. The chair will
42 represent the region on the WARN SSC. Each WARN RSC will sponsor an annual meeting for
43 Members, maintain a data base of all water and wastewater utilities who have signed this
44 Agreement, and meet as a committee to address concerns and procedures for requesting
45 mutual assistance in that region. The regions will be comprised of one or more of the six Office
46 of Emergency Services (OES) mutual aid regions.
47

48 The WARN SSC will include the chairs of the regional steering committees, and a
49 representative from the California Department of Public Health (CDPH), California Utilities
50 Emergency Association (CUEA), Department of Water Resources (DWR), the American Water
51 Works Association (AWWA) Emergency Planning Committee, California Rural Water

1 Association (CRWA) and California Sanitation Risk Management Authority (CSRMA). The SSC
2 will identify a Chair for the purpose of leading the SSC and act as a point of contact for the
3 WARN SSC. At a minimum, the WARN SSC will meet annually and issue a list of participating
4 utilities. The database will be maintained on the WARN website, managed by a volunteer
5 Member, as appointed by the SSC.
6
7

8 **ARTICLE IV.** 9 **PROCEDURES**

- 10
11 A. In coordination with the Regional Steering Committees, emergency management and public
12 health system of the state, the State Steering Committee shall develop operational and
13 planning procedures for the Mutual Aid and Assistance Program. These procedures shall
14 be consistent with the Standardized Emergency Management System (SEMS) and the
15 National Incident Management System (NIMS), reviewed at least annually and updated as
16 needed by the State Steering Committee.
17
18 B. Requests for emergency assistance under this Agreement shall be directed to the
19 appropriate Authorized Official(s) from the list of Members.
20
21 C. Consistent with SEMS, when more than one County is impacted by a disaster, requests for
22 mutual assistance under this Agreement may be channeled through the CUEA Utility
23 Operation Center to ensure maximum effectiveness in allocating resources to the highest
24 priority needs.
25
26

27 **ARTICLE V.** 28 **REQUESTS FOR ASSISTANCE**

29
30 In general, assistance will be in the form of resources, such as equipment, supplies, and
31 personnel. Assistance shall be given only when Responding Member determines that its own
32 needs can be met while rendering assistance. The execution of this Agreement shall not create
33 any duty to respond on the part of any party hereto. A potential Responding Member shall not
34 be held liable for failing to provide assistance. A potential Responding Member has the
35 absolute discretion to decline to provide any requested assistance.
36

- 37 A. **Member Responsibility** - Members shall identify an Authorized Official and alternates;
38 provide contact information including 24-hour access; and maintain resource information
39 made available by the utility for mutual aid and assistance response, as allowed by utility
40 policy. Such information shall be updated annually or as changes occur (whichever is
41 sooner), provided to the State Steering Committee, and uploaded into the statewide
42 database.
43
44 B. **Member Request** - In the event of an Emergency, a Member's Authorized Official may
45 request mutual aid and assistance from a participating Member. Requests for assistance
46 can be made orally or in writing. When made orally, the request for personnel, equipment,
47 and supplies shall also be prepared in writing and submitted to the participating Member as
48 soon as practicable. Requests for assistance shall be directed to the Authorized Official of
49 the participating Member. Specific protocols for requesting aid shall be provided in the
50 procedures developed under Article IV.
51

1 C. **Response to a Request for Assistance** – Members are not obligated to respond to a
2 request. After a Member receives a request for assistance, the Authorized Official evaluates
3 whether or not to respond, whether resources are available to respond, or if other
4 circumstances would hinder response. Following the evaluation, the Authorized
5 Representative shall inform, as soon as possible, the Requesting Member whether it will
6 respond. If the Member is willing and able to provide assistance, the Member shall inform
7 the Requesting Member about the type of available resources and the approximate arrival
8 time of such assistance.
9

10 D. **Discretion of Responding Member's Authorized Official** – Execution of this Agreement
11 does not create any duty to respond to a request for assistance. When a Member receives
12 a request for assistance, the Authorized Official shall have sole and absolute discretion as to
13 whether or not to respond, or the availability of resources to be used in such response. An
14 Authorized Member's decisions on the availability of resources shall be final.
15
16

17 **ARTICLE VI.**
18 **RESPONSE COORDINATION**
19

20 When providing assistance under this Agreement, the Requesting Member and Responding
21 Member shall be organized and shall function under the Standard Emergency Management
22 System and National Incident Management System protocols and procedures.
23

24 A. **Personnel** – Responding Member retains right to identify the employees who are willing
25 to participate and the resources that are available.
26

27 B. **Control** – While employees so provided may be under the supervision of the
28 Responding Member, the Responding Member's employees come under the direction
29 and control of the Requesting Member, consistent with the NIMS Incident Command
30 System to address the needs identified by the Requesting Member. The Requesting
31 Member's Authorized Official shall coordinate response activities with the designated
32 supervisor(s) of the Responding Member(s). Whenever practical, Responding
33 Member personnel must be self sufficient for up to 72 hours. The Responding Member's
34 designated supervisor(s) must keep accurate records of work performed by personnel
35 during the specified Period of Assistance.
36

37 C. **Food and Shelter** – When possible, the Requesting Member shall supply reasonable food
38 and shelter for Responding Member personnel. If the Requesting Member is unable to
39 provide food and shelter for Responding Member personnel, the Responding Member's
40 designated supervisor is authorized to secure the resources necessary to meet the needs of
41 its personnel. Except as provided below, the cost for such resources must not exceed the
42 State per diem rates for that area. To the extent Food and Shelter costs exceed the State
43 per diem rates for the area, the Responding Member must demonstrate that the additional
44 costs were reasonable and necessary under the circumstances. Unless otherwise agreed
45 to in writing, the Requesting Member remains responsible for reimbursing the Responding
46 Member for all reasonable and necessary costs associated with providing food and shelter,
47 if such resources are not provided.
48

49 D. **Communication** – The Requesting Member shall provide Responding Member personnel
50 with radio equipment as available, or radio frequency information to program existing radio,
51 in order to facilitate communications with local responders and utility personnel.

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2 E. **Status** - Unless otherwise provided by law, the Responding Member's officers and
3 employees retain the same privileges, immunities, rights, duties and benefits as provided in
4 their respective jurisdictions.
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6 F. **Licenses and Permits** – To the extent permitted by law, Responding Member personnel
7 who hold licenses, certificates, or permits evidencing professional, mechanical, or other
8 skills shall be allowed to carry out activities and tasks relevant and related to their respective
9 credentials during the specified Period of Assistance.
10
11 G. **Right to Withdraw Resources** - The Responding Member's Authorized Official retains the
12 right to withdraw some or all of its resources at any time for any reason in the Responding
13 Member's sole and absolute discretion. Notice of intention to withdraw must be
14 communicated to the Requesting Member's Authorized Official as soon as soon as is
15 practicable under the circumstances.
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18 **ARTICLE VII.**
19 **COST REIMBURSEMENT**
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21 Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member
22 shall reimburse the Responding Member for each of the following categories of costs incurred
23 while providing aid and assistance during the specified Period of Assistance.
24

- 25 A. **Personnel** – Responding Member will make such employees as are willing to
26 participate available to Requesting Member at Requesting Member's expense equal to
27 Responding Member's full cost, i.e., equal to the employee's applicable salary or hourly
28 wage plus fringe benefits and overhead, and consistent with Responding Member's
29 collective bargaining agreements or other conditions of employment. All costs incurred
30 for work performed during the specified Period of Assistance will be included. The
31 Requesting Member shall be responsible for all direct and indirect labor costs.
32
33 B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps
34 and generators, shall be at Responding Member's current equipment rate and subject to the
35 following conditions: The Requesting Member shall reimburse the Responding Member for
36 the use of equipment during the specified Period of Assistance, including, but not limited to,
37 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and
38 loading/unloading of loaned equipment. All equipment shall be returned to the Responding
39 Member as soon as is practicable and reasonable under the circumstances.
40 (a) At the option of Responding Member, equipment may be provided with an
41 operator.
42 (b) Equipment shall be returned to Responding Member within 24 hours after receipt
43 of an oral or written request for return.
44 (c) Requesting Member shall, at its own expense, supply all fuel, lubrication and
45 maintenance for furnished equipment.
46 (d) Responding Member's cost related to the transportation, handling and
47 loading/unloading of equipment shall be chargeable to Requesting Member.
48 (e) In the event equipment is damaged while being dispatched to Requesting Member,
49 or while in the custody and use of Requesting Member, Requesting Member shall
50 reimburse Responding Member for the reasonable cost of repairing said damaged
51 equipment. If the equipment cannot be repaired, then Requesting Member shall

1 reimburse Responding Member for the cost of replacing such equipment with
2 equipment that is of at least equal capability as determined by the Responding
3 Member. If Responding Member must lease a piece of equipment while Requesting
4 Member equipment is being repaired or replaced, Requesting Member shall
5 reimburse Responding Member for such lease costs.
6

7 C. **Materials and Supplies** – Requesting Member shall reimburse Responding Member in
8 kind or at actual replacement cost, plus handling charges, for use of expendable or non-
9 returnable supplies. Other supplies and reusable items that are returned to Responding
10 Member in a clean, damage-free condition shall not be charged to the Requesting
11 Member and no rental fee will be charged; otherwise, they shall be treated as
12 expendable supplies. Supplies that are returned to the Responding Member with
13 damage must be treated as expendable supplies for purposes of cost reimbursement.
14

15 D. **Payment Period** – The Responding Member shall provide an itemized bill to the Requesting
16 Member for all expenses incurred by the Responding Member while providing assistance
17 under this Agreement. The Requesting Member shall send the itemized bill not later than
18 (90) ninety days following the end of the Period of Assistance. The Responding Member
19 may request additional periods of time within which to submit the itemized bill, and
20 Requesting Member shall not unreasonably withhold consent to such request. The
21 Requesting Member agrees to reimburse the Responding Member within 60 days from
22 receipt of an invoice for assistance provided under this Agreement. The Requesting
23 Member may request additional periods of time within which to pay the itemized bill, and
24 Responding Member shall not unreasonably withhold consent to such request, provided,
25 however, that all payment shall occur not later than one-year after the date a final itemized
26 bill is submitted to the Requesting Member.
27

28 E. **Records** - Each Responding Member and its duly authorized representatives shall have
29 access to a Requesting Member's books, documents, notes, reports, papers and records
30 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of
31 a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member
32 and its duly authorized representatives shall have access to a Responding Member's books,
33 documents, notes, reports, papers and records which are directly pertinent to this
34 Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial,
35 maintenance or regulatory audit. Such records shall be maintained for at least three (3)
36 years or longer where required by law and as needed for federal reimbursement practices.
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38 **ARTICLE VIII.**

39 **ARBITRATION**

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42 If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited
43 to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the
44 dispute by negotiation, followed by mediation and finally shall be settled by arbitration in
45 accordance with the Rules of the American Arbitration Association. Judgment on the award
46 rendered by the arbitrator(s) may be entered in any court having jurisdiction.
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ARTICLE IX.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

Pursuant to Government Code Section 895.4, and subject to Article X, Requesting Member shall assume the defense of, fully indemnify and hold harmless Responding Member, its Directors, Council Members, Supervisors, officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the Requesting Member's work hereunder, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel provided to Requesting Member or faulty workmanship or other negligent acts, errors or omissions by Responding Member, or by personnel provided to Requesting Member from the time assistance is requested and rendered until the assistance is returned to Responding Member's control, portal to portal.

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ARTICLE X.
SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature arising out of the rendering of assistance through this Agreement, the parties involved in rendering or receiving assistance agree to indemnify and hold harmless all Members whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and workers compensation.

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ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

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ARTICLE XII.
NOTICE

Each party hereto shall give to the others prompt and timely written notice of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each Member shall have the right to participate in the defense of the same, as it considers necessary to protect its own interests.

1 **ARTICLE XIII.**
2 **INSURANCE**
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4 Members shall maintain an insurance policy or maintain a self insurance program that covers
5 activities that it may undertake by virtue of membership in the Mutual Aid and Assistance
6 Program.
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9 **ARTICLE XIV.**
10 **CONFIDENTIAL INFORMATION**
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12 To the extent allowed by law, any Member or Associate Member shall maintain in the strictest
13 confidence and shall take all reasonable steps necessary to prevent the disclosure of any
14 Confidential Information provided to it by another Member pursuant to this Agreement. If any
15 Member, Associate Member, or third party requests or demands, by subpoena or otherwise,
16 that a Member or Associate Member disclose any Confidential Information provided to it under
17 this Agreement, the Member or Associate Member shall immediately notify the owner of the
18 Confidential Information and shall take all reasonable steps necessary to prevent the disclosure
19 of any Confidential Information by asserting all applicable rights and privileges with respect to
20 such information and shall cooperate fully in any judicial or administrative proceeding relating
21 thereto.
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24 **ARTICLE XV.**
25 **EFFECTIVE DATE**
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27 This Agreement shall take effect for a new party immediately upon its execution by said
28 party.
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31 **ARTICLE XVI.**
32 **WITHDRAWAL**
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34 Any party may terminate its participation in this Agreement by written notice to the Chair of the
35 appropriate RSC and to the SSC Chair. Withdrawal takes effect 60 days after the appropriate
36 officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting
37 Member's duty to reimburse a Responding Member for cost incurred during a Period of
38 Assistance, which duty shall survive such withdrawal.
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41 **ARTICLE XVII.**
42 **MODIFICATION**
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44 No provision of this Agreement may be modified, altered or rescinded by individual parties to the
45 Agreement. Modifications to this Agreement require a simple majority vote of Members within
46 each region and unanimous agreement among the regions. The State Steering Committee will
47 notify all parties of modifications to this Agreement in writing and those modifications shall be
48 effective upon 60 days written notice to the parties.
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ARTICLE XVIII.
SEVERABILITY

14 If any term or provision of this Agreement is declared by a court of competent jurisdiction to be
15 illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be
16 affected, and the rights and obligations of the parties shall be construed and enforced as if the
17 Agreement did not contain the particular term or provision held to be invalid.
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ARTICLE XIX.
PRIOR AGREEMENTS

32 To the extent that prior agreements among signatories to this Agreement for mutual assistance
33 are inconsistent with this Agreement, such agreements are hereby superseded. This
34 Agreement supersedes the 1996 Omnibus Mutual Aid Agreement, the WARN 1997 Omnibus
35 Mutual Aid Agreement, and the WARN 2001 Omnibus Mutual Aid and Assistance Agreement.
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ARTICLE XX.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

46 This Agreement is for the sole benefit of the Members and no other person or entity has rights
47 under this Agreement as a third party beneficiary. Assignment of benefits or delegation of
48 duties created by this Agreement to third parties that are not Members is prohibited and without
49 effect.
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ARTICLE XXI.
TORT CLAIMS

66 This Agreement in no way abrogates or waives any immunity or defense available under
67 California law.
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ARTICLE XXII.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

101 To the extent practicable, Members retain the right to participate in mutual aid and assistance
102 activities conducted under the State of California Intrastate WARN Mutual Aid and Assistance
103 Program and the Interstate Emergency Management Assistance Compact (EMAC) and similar
104 programs.
105

RESOLUTION 2020-8

A RESOLUTION OF THE SCOTIA COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS AGREEING TO BECOME A PARTY TO THE CALIFORNIA WATER/WASTEWATER AGENCY RESPONSE NETWORK(CALWARN) 2007 OMNIBUS MUTUAL ASSISTANCE AGREEMENT

WHEREAS, the California Office of Emergency Services (OES), the Department of Water Resources (DWR), the Department of Public Health (DPH) and the California Utilities Emergency Association (CUEA) have expressed a mutual interest in the establishment of a plan to facilitate and encourage water agency mutual assistance agreements between water agencies; and

WHEREAS, the California Water Agency Response Network (CalWARN) was originally created to provide a forum for the development of mutual assistance agreements between water agencies in the OES Coastal Region of California; and later expanded to all water and wastewater agencies in the State of California, and

WHEREAS, the CALIFORNIA WATER/WASTEWATER AGENCY RESPONSE NETWORK (CalWARN) 2007 OMNIBUS MUTUAL ASSISTANCE AGREEMENT is a continuation of the WARN 1996 OMNIBUS MUTUAL AID and 2001 OMNIBUS MUTUAL AID AGREEMENT and sets forth the mutual covenants and agreements for water and wastewater agencies to provide mutual assistance to one another in times of emergency; and

WHEREAS, State OES regulates the SEMS program, and this agreement is consistent with SEMS, and that it is necessary to have a mutual assistance agreement in place to support requests to FEMA for costs of using assistance during an emergency, and

WHEREAS, the water or wastewater agency hereto has determined that it would be in its best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the agency whenever emergency personnel, equipment and facility assistance are provided from one agency to the other; and

WHEREAS, no water or wastewater agency should be in a position of unreasonably using its own resources, facilities, or services providing such mutual assistance; and

WHEREAS, it is the intent of WARN to revise this agreement as necessary and to annually publish a list of all water and wastewater agencies participating in this agreement, as posted on www.calwarn.org; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Articles 14 and 17 (Section 8630 et seq.) of the Act.

Now, THEREFORE, in consideration of the conditions and covenants contained therein, the

(Utility)
agrees to become a party to the CalWARN 2007 Omnibus Mutual Assistance Agreement.

SECTION 1: The Recital set forth above are incorporated herein and made an operative part this Resolution

SECTION 2: This Resolution shall become effective upon its adoption.

APPROVED:

Paul Newmaker, Board President, Scotia CSD

ATTEST:

Board Clerk, Scotia CSD

The foregoing Declaration was introduced and adopted at the regular meeting held on May 21st, 2020, by the following vote:

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2020-8, passed and adopted at a regular meeting of the Scotia Community Services District Board of Directors, County of Humboldt, State of California, held on the 21st day of May, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Board Clerk, Scotia CSD

Please return an original signed copy of this page plus the information requested

Emergency Contacts List to:

Ms. Kelly Hubbard
CalWARN, Region 1, Southern Chair
Municipal Water District of Orange County
18700 Ward Street
Fountain Valley CA 92728

Send a copy to the appropriate Region Chair:

Region I, Southern Chair

Municipal Water District of Orange Co
Kelly Hubbard
18700 Ward Street
Fountain Valley, CA 92728
(714) 593-5010
khubbard@mwdoc.com

Region II, Coastal Chair

Alameda County Water District
Steven Dennis
43885 South Grimmer Boulevard
Fremont, CA 94537
(510) 668-6530
Steve.Dennis@acwd.com

Region III, Inland Chair

Bella Vista Water District
Don Groundwater
11368 East Stillwater Way
Redding, CA 96003-9510
(530) 241-1085
dgroundwater@bvwd.org

Region IV, Inland Chair

Golden State Water
John Spitler
3035 Prospect Park Drive Suite 60
Rancho Cordova, CA 95670
(916) 853-3616
jpspitler@gswater.com

Region V, Inland South Chair

Please send to the State Steering
Committee Chair

Region VI, Southern Chair

Western Municipal Water District
Tom McMillen
14205 Meridian Parkway
Riverside, CA 92518
(951) 571-7252
tmcmillen@wmwd.com

State Steering Committee Chair

Raymond Riordan
City of San Ramon
2662 Marsh Drive
San Ramon, CA 94583
(925) 830-9019
rayriordan@comcast.net

Scotia Community Services District Staff Report

Date: May 21, 2020
To: Scotia CSD Board of Directors
From: Leslie Marshall, GM and Jennifer McDonald, BC
Subject: Staff Report – Eel River Kings use of Carpenter’s Field

RECOMMENDATION:

Consider authorizing the Eel River Kings to have access to and use of Carpenter’s Field for baseball practices.

ACTION:

Authorize the Eel River Kings to have access to and use of Carpenter’s Field for practices only while maintaining compliance with recommended County guidelines for preventing Covid-19 transmission through Phase 2 of reopening Humboldt County.

DISCUSSION:

The Humboldt Eagles, a local summer American Legion Baseball team is beginning their registration and assessment period for player recruitment. Their intention is to maintain small groups of 10 or less and to adhere to mandated safety distancing and other required precautions. They do not plan on traveling until Phase 3 of California and Humboldt re-openings, but want the opportunity to practice and train while we are in Phase 2. Based on this development, the Eel River Kings are hoping that they may be afforded the same opportunity. They are requesting the approval of SCSD Board of Directors to have access to Carpenter’s Field for practices only while adhering to recommended County guidelines for prevention of Covid transmission through the duration of Phase 2 so they may be prepared for play and travel when we enter Phase 3.

FISCAL IMPACT:

None

ATTACHMENTS:

None

Scotia Community Services District

Staff Report

DATE: April 16, 2020
TO: Scotia Community Services District Board of Directors
FROM: Leslie Marshall, General Manager; Steve Tyler, Assistant General Manager
SUBJECT: Scotia Community Services District Draft FY 2020/21 Budget

RECOMMENDATION:

The Administrative staff recommends that the Board review the Draft FY 2020/21 Budget, provide staff with comments, and direct staff to develop a Final FY 2020/21 Budget for Board approval in June.

ACTION:

Review Draft FY 2020/21 Budget

DISCUSSION:

Each year the District must prepare and adopt a budget for the coming Fiscal Year. The Draft FY 2020/21 Budget was developed by staff utilizing information from the FY 2019/20 Adopted and Mid-Year Budgets. Through the Proposition 218 rate setting process in 2016, the Board adopted a five-year rate schedule that included annual increases to the water rates and wastewater rates by 1.5% on July 1st of each year through July 1, 2021. The residential rates for FY 2020/21 are below:

Monthly Rates FY 20/21	Base	Flow (per 100 cf)	BOD (per lb)	TSS (per lb)
Water	\$66.77	\$2.82		
Wastewater	\$79.87	\$4.37	\$0.3849	\$0.5746
Raw Water		\$0.24		

Annual Benefit Assessments	
Storm Drainage	\$23.69
Parks and Recreation	\$212.15
Streets and Street Lighting	\$56.26

New Revenues

Three new revenue sources are budgeted this year: Grants (USDA SEARCH for Water PER, FEMA Funds for WW), Insurance Claim Funds (Clarifier Repair), and Brandis Tallman Loan Funds (Parks and Rec Upgrades/Replacements and Office Building Mortgage).

Personnel and Insurance

The budget includes an increase in contract personnel services for total of \$276,000 which reflects a 3% rate increase, per a 3-year contract with Planwest Partners (Line Item 60350). Staff

has also included 4 positions: Operator 1, Operator 2, Administrative/Board Clerk, and an additional $\frac{3}{4}$ time permanent, non-benefitted position. (Line Item 60360). The Capital Expenditure of a new District truck is included for the operator who has yet to be hired. SDRMA has increased our insurance premium by approximately 39% which is a result of cost increases in Property/Liability Program Year 2020-21.

Water/Wastewater

New line items were added to Engineering for the Emergency Action Plan (80626) in the amount \$15,000. The EAP is a requirement as the owners of the log pond by the Department of Water Resources Division of Dam Safety. Also, a new line item was introduced for allocation of moneys spent on engineering and other work to be completed for the development of a pre-treatment program (80627) in the amount of \$46,000. Increases were made to 50412, lab testing and monitoring to reflect new NPDES permit and groundwater monitoring.

Parks and Recreation

New line items have been added to the draft budget for Ball Park ADA bathroom reconstruction at \$250,000 (80609), the Winema Theater Foundation repair (and pest exclusion) at \$25,000, ADA compliant bathrooms at the Winema Theater, at \$300,000 (80624), and the new roof at the Carpenter's Shop (80622) for \$160,000.

Increases are seen in Ball Park and Bleacher upgrades (80612) at 25%, and Museum ADA upgrades (80621) increased 100%. These projects are Capital Expenditures and the money to fund them is the Brandis Tallman loan the District obtained through Umpqua Bank.

Staff will develop a 2019/20 *Final* Budget for Board review and approval, required, by law, to be approved and adopted, by Resolution, prior to June 30, 2019. Staff will prepare and circulate a Notice of Public Hearing for Adoption of the FY 2019/20 Budget for the June meeting.

Capital Outlay

New line items have been added to the draft budget for River Pumps Emergency Back-Up Generator (raw water), pending grant or loan funding for \$150,000; and Flow Meter for the Log Pond Discharge at Monitoring Point M-003 (wastewater) for \$30,000.

FISCAL IMPACT:

Attached FY 2020/21 Draft Budget

Scotia Community Services District Fiscal Year 2019-2020 Operating Budget										
Revenues										
Fund Type	Account #	Treated Water	Raw Water	Wastewater	Streets & Street Lighting	Storm Drainage	Parks & Recreation	Admin	Total All Services	
Contributions/Donations	40200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Earnings	40210	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500	\$ 500
Grants	40221	\$ 30,000	\$ -	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ 37,500	\$ 37,500
Insurance Claim Funds	40222	\$ -	\$ -	\$ 167,500	\$ -	\$ -	\$ -	\$ -	\$ 167,500	\$ 167,500
BT Loan Funds	40223	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 802,200	\$ 136,100	\$ 938,300	\$ 938,300
Park Rental	40250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Use Income	40260	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500	\$ 500
Late Fees/New Account Fees	40265	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
User Fees	40270	\$ 446,000	\$ 40,600	\$ 720,000	\$ -	\$ -	\$ -	\$ -	\$ 1,206,600	\$ 1,206,600
SCSD User Fees Adjustment	40271	\$ (2,600)	\$ -	\$ (2,100)	\$ -	\$ -	\$ -	\$ -	\$ (4,700)	\$ (4,700)
Benefit Assessments	40280	\$ -	\$ -	\$ -	\$ 72,000	\$ 26,100	\$ 161,000	\$ -	\$ 259,100	\$ 259,100
SCSD Benefit Assessments Adjustment	40281	\$ -	\$ -	\$ -	\$ (8,000)	\$ (550)	\$ (7,900)	\$ -	\$ (16,450)	\$ (16,450)
System Test Service	40285	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ 2,500
Miscellaneous	40290	\$ 100	\$ -	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ 400	\$ 400
TOTAL REVENUES		\$ 476,000	\$ 40,600	\$ 893,000	\$ 64,100	\$ 25,650	\$ 955,800	\$ 136,600	\$ 2,591,750	
Expenditures										
		Treated Water	Raw Water	Wastewater	Streets & Street Lighting	Storm Drainage	Parks & Recreation	Admin	Total All Services	
Personnel Services										
Attorney	60300	\$ 8,820	\$ 420	\$ 9,240	\$ 1,050	\$ 420	\$ 1,050	\$ -	\$ 21,000	\$ 21,000
Auditor (Annual Audit)	60310	\$ 9,240	\$ 440	\$ 9,680	\$ 1,100	\$ 440	\$ 1,100	\$ -	\$ 22,000	\$ 22,000
Board Stipend	60320	\$ 2,520	\$ 120	\$ 2,640	\$ 300	\$ 120	\$ 300	\$ -	\$ 6,000	\$ 6,000
Bookkeeping/CPA	60330	\$ 2,520	\$ 120	\$ 2,640	\$ 300	\$ 120	\$ 300	\$ -	\$ 6,000	\$ 6,000
IT Services	60335	\$ 1,680	\$ 80	\$ 1,760	\$ 200	\$ 80	\$ 200	\$ -	\$ 4,000	\$ 4,000
Engineering	60340	\$ 30,400	\$ 3,800	\$ 110,000	\$ -	\$ -	\$ 5,700	\$ 5,000	\$ 154,900	\$ 154,900
Contract Admin/Operations/Maintenance Staff	60350	\$ 104,000	\$ 13,000	\$ 104,000	\$ 6,500	\$ 6,500	\$ 13,000	\$ 13,000	\$ 260,000	\$ 260,000
SCSD Permanent Benefitted Staff	60360	\$ 92,000	\$ 11,500	\$ 92,000	\$ 5,750	\$ 5,750	\$ 11,500	\$ 11,500	\$ 230,000	\$ 230,000
TOTAL PERSONNEL SERVICES		\$ 251,180	\$ 29,480	\$ 331,960	\$ 15,200	\$ 13,430	\$ 33,150	\$ 29,500	\$ 703,900	
Materials and Services										
Permits, Licenses, Dues, Publications	50400	\$ 2,000	\$ 1,500	\$ 2,500	\$ 200	\$ 200	\$ 600	\$ 3,000	\$ 10,000	\$ 10,000
Travel, Training, Meetings	50401	\$ 2,000	\$ -	\$ 1,900	\$ -	\$ -	\$ -	\$ 2,500	\$ 6,400	\$ 6,400
Regulatory Penalties	50402	\$ 5,000	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ 35,000
LAFCo Apportionment	50403	\$ 750	\$ -	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ 1,500
Supplies	50410	\$ 6,000	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 16,000	\$ 16,000
Treatment Chemicals	50411	\$ 30,000	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 45,000	\$ 45,000
Lab Testing & Monitoring	50412	\$ 2,000	\$ 300	\$ 45,000	\$ -	\$ -	\$ 3,500	\$ -	\$ 50,800	\$ 50,800
Utilities/Communications	50420	\$ 5,000	\$ 1,000	\$ 5,000	\$ -	\$ -	\$ 1,000	\$ 5,000	\$ 17,000	\$ 17,000
Maintenance & Repairs	50430	\$ 7,500	\$ 500	\$ 40,000	\$ 500	\$ 500	\$ 3,000	\$ 300	\$ 52,300	\$ 52,300
Log Pond Maintenance	50431	\$ -	\$ -	\$ 14,000	\$ -	\$ -	\$ -	\$ -	\$ 14,000	\$ 14,000
WWTP Sedimentation Ponds 1-3 Solids Removal	50432	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000
Vehicle Maintenance	50433	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ 4,000
Insurance, Bonds	50440	\$ 21,500	\$ 7,100	\$ 34,500	\$ 6,500	\$ 2,100	\$ 12,000	\$ 300	\$ 84,000	\$ 84,000
Electrical	50450	\$ 100,000	\$ 100,000	\$ 60,000	\$ 15,000	\$ -	\$ 1,000	\$ 1,000	\$ 277,000	\$ 277,000
Contracted Maintenance Services	50460	\$ 4,500	\$ 1,000	\$ 20,000	\$ 1,000	\$ -	\$ 6,000	\$ -	\$ 32,500	\$ 32,500
Office Supplies	50470	\$ 100	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ 5,600	\$ 6,100	\$ 6,100
Bank Fees	50480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100	\$ 100	\$ 100
TOTAL MATERIALS AND SERVICES		\$ 188,350	\$ 113,400	\$ 289,050	\$ 23,200	\$ 2,800	\$ 27,100	\$ 17,800	\$ 661,700	
TOTAL O&M		\$ 439,530	\$ 142,880	\$ 621,010	\$ 38,400	\$ 16,230	\$ 60,250	\$ 47,300	\$ 1,365,600	
Other Expenditures										
BT Loan Principle Payment	25030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,200	\$ 7,540	\$ 52,000	\$ 52,000
Annual Debt Service on Property Loans	90500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BT Loan Interest Payment	90540	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,504	\$ 5,004	\$ 34,508	\$ 34,508
Transfer to Capital Reserve Fund	90510	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer to Equipment Replacement Reserve Fund	90520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER EXPENDITURES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 73,704	\$ 12,544	\$ 86,508	
Capital Outlay										
M-003 Log Pond Clarifier Flow Meter	80600	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000
River Pump Emergency Back Up Generator	80601	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000
Parks/Rec Upgrades	80605	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ 10,000
Ball Park ADA Upgrades/Bathrooms	80609	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000	\$ 250,000
SCSD Office Building ADA Upgrades	80610	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SCSD Office Building Renovation	80611	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ball Park ADA Upgrades/Bleachers	80612	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ 10,000
New Vehicle (Truck)	80613	\$ 16,000	\$ 2,000	\$ 16,000	\$ 1,000	\$ 1,000	\$ 2,000	\$ 2,000	\$ 40,000	\$ 40,000
Winema Theater Roof Replacement	80620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,000	\$ -	\$ 160,000	\$ 160,000
Museum ADA Upgrades	80621	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,000	\$ -	\$ 130,000	\$ 130,000
Carpenter Shop Roof Replacement	80622	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,000	\$ -	\$ 160,000	\$ 160,000
Water Tank Inspection/Maintenance/Repair	80623	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Winema Theater ADA Bathrooms	80624	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ 300,000	\$ 300,000
Winema Theater Foundation Repairs	80625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ 25,000	\$ 25,000
WTP Sodium Hypochlorite System	80650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Primary Clarifier Repair	80661	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000
Utility Line Locator	80680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WWTP Sodium Hypochlorite System	80670	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL CAPITAL EXPENDITURES		\$ 16,000	\$ 2,000	\$ 216,000	\$ 1,000	\$ 1,000	\$ 1,047,000	\$ 2,000	\$ 1,285,000	
TOTAL EXPENDITURES		\$ 455,530	\$ 144,880	\$ 837,010	\$ 39,400	\$ 17,230	\$ 1,180,954	\$ 61,844	\$ 2,737,108	
Unexpended Fund Balance		\$ 20,470	\$ (104,280)	\$ 55,990	\$ 24,700	\$ 8,420	\$ (225,154)	\$ 74,756	\$ (145,358)	
EXPENDITURES + UFB + Prev. Rev.		\$ 476,000	\$ 40,600	\$ 893,000	\$ 64,100	\$ 25,650	\$ 955,800	\$ 136,600	\$ 2,591,750	
Recommended Operating Contingency operating contingency is recommended to be set at 2-months operating costs, or approx. 16% of O&M Costs										

End