

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS' REGULAR MEETING**
Minutes of March 17, 2022

1. 4:00 PM OPEN SESSION / CALL TO ORDER / FLAG SALUTE

President Cousineau called the meeting to order at 4:00 pm and led the flag salute.

2. ROLL CALL

Secretary Gelos called the role. All Directors were present.

Staff present: General Manager Scott Duffield, Office Supervisor/Board Secretary Kristen Gelos, Operations Manager Mike Wilcox, District Engineer Doug Groshart and District Counsel Jeff Minnery.

3. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

There were no public comments.

4. CONSENT ITEMS

- a. **Meeting Minutes:** Receive/approve minutes of regular meeting of February 17, 2022.
- b. **Warrant Register:** Receive/approve February 2022 warrants.
- c. **Treasurer's Report:** Receive/file February 2022 reports.
- d. **Fiscal Report:** Receive/file February 2022 status reports.
- e. **Office Report:** Receive/file February 2022 reports.

There were no public comments.

Director Burgess made a motion to approve all consent items as presented. Director Capps seconded the motion. The motion passed by the following voice vote:

Ayes: Barker, Burgess, Capps, Cousineau, Rowley

5. DISCUSSION ITEMS

- a. **Submittal for approval Resolution 22-01 Initiating Proceedings and Establishing of Water and Sewer Standby Charges for Property within the District for Fiscal Year 2022/23.**

Manager Duffield provided a brief summary of the item and answered any questions the board had.

There were no public comments.

Director Burgess made a motion to approve Resolution 22-01 and schedule a public hearing for May 19, 2022 to confirm Standby Charges. Director Capps seconded the motion. The motion passed by the following roll call vote:

Ayes: Barker, Burgess, Capps, Cousineau, Rowley

b. Receive and file the Water Resource Recovery Facility project progress report.

Dylan Wade with WSC provided a brief summary of the item and answered any questions the board had.

There were no public comments.

The report was received and filed.

c. Request to consider nominating a Director as a candidate for the open Local Formation Commission (LAFCO) Alternate Special District Member seat.

Manager Duffield provided a brief summary of the item and answered any questions the board had.

Director Barker made a motion to nominate Devin Capps as a candidate. Director Rowley seconded the motion. The motion passed by the following roll call vote:

Ayes: Barker, Burgess, Capps, Cousineau, Rowley

6. MANAGER REPORT

Manager Duffield provided a brief summary of the report and answered any questions the board had.

There were no public comments.

The March 2022 report was received and filed.

7. DISTRICT ENGINEER REPORT

District Engineer Groshart provided a brief summary of the report and answered any questions the board had.

There were no public comments.

The March 2022 report was received and filed.

8. OPERATIONS MANAGER REPORT

Operations Manager Wilcox provided a brief summary of the and answered any questions the board had.

There were no public comments.

The March 2022 report was received and filed.

9. COMMITTEE AND DIRECTOR REPORTS

There were no reports.

10. ADJOURNMENT

On a motion by Director Barker and seconded by Director Rowley the meeting adjourned at 5:20 pm to the next scheduled regular meeting on Thursday, April 21, 2022.

APPROVED:

Reg Cousineau, President
Board of Directors

ATTEST:

Kristen Gelos, Secretary
Board of Directors

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
MARCH 2022
WARRANT REGISTER**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
3/3/2022	CALPERS HEALTH BENEFITS EMPLOYEE PAID HEALTH BENEFIT	799.85	
	EMPLOYEE PAID HEALTH BENEFIT	799.85	\$ 1,599.70
3/3/2022	CALPERS HEALTH BENEFITS CALPERS HEALTH BENEFITS	15,358.30	\$ 15,358.30
3/7/2022	PG&E ELECTRICITY	6,063.17	\$ 6,063.17
3/8/2022	GREAT WESTERN ALARM ALARM / ANSWERING SERVICE	288.51	\$ 288.51
3/8/2022	FERGUSON ENTERPRISES INC WTP FILTERS RENOVATION PROJECT	5,813.53	
	METERS & EQUIPMENT	108.97	\$ 5,922.50
3/8/2022	ADAMSKI, MOROSKI, MADDEN, CUMBERLAND, GREEN LEGAL & ATTORNEY	950.00	\$ 950.00
3/8/2022	USA BLUEBOOK WTP FILTERS RENOVATION PROJECT	248.78	\$ 248.78
3/8/2022	SWRCB LICENSES & PERMITS	12,985.98	\$ 12,985.98
3/8/2022	CAL COAST IRRIGATION, INC. MAINTENANCE FIXED EQUIPMENT	129.61	\$ 129.61
3/8/2022	ABALONE COAST ANALYTICAL, INC. LAB TESTING	5,446.00	\$ 5,446.00
3/8/2022	BURT INDUSTRIAL SUPPLY WTP FILTERS RENOVATION PROJECT	65.97	\$ 65.97
3/8/2022	DATA PROSE LLC FEBRUARY BILLING	1,211.66	\$ 1,211.66
3/8/2022	TOUGH AUTOMATION VETICAL INTAKE PROJECT	4,682.87	\$ 4,682.87
3/8/2022	KIRK CONSTRUCTION VERTICAL INTAKE PROJECT	6,882.74	\$ 6,882.74

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
MARCH 2022
WARRANT REGISTER**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
3/8/2022	U.S. BANK		
	TELEPHONE	198.10	
	COMPUTER / SOFTWARE	839.99	
	OFFICE SUPPLIES	9.70	
	POSTAGE	182.32	
	POSTAGE	155.32	
	WTP FILTERS RENOVATION PROJECT	49.19	
	WTP FILTERS RENOVATION PROJECT	335.29	
	WTP FILTERS RENOVATION PROJECT	175.83	
	WTP FILTERS RENOVATION PROJECT	1,823.96	
	SUPPLIES	238.16	
	WTP FILTERS RENOVATION PROJECT	11.67	
	LAB TESTING	78.87	
	WTP FILTERS RENOVATION PROJECT	107.22	
	WTP FILTERS RENOVATION PROJECT	36.82	
	SM TOOLS & EQUIPMENT	211.43	\$ 4,453.87
3/8/2022	RIVAL TECHNOLOGY INC.		
	PROFESSIONAL SERVICES	816.66	
	COMPUTER/SOFTWARE	130.00	\$ 946.66
3/8/2022	TROY SHOGREN		
	MEDICAL REIMBURSEMENT	483.63	
	UNIFORM ALLOWANCE	184.87	\$ 668.50
3/8/2022	JORANDA MARKETING, INC. / JAN-PRO		
	STRUCTURES & GROUNDS	248.00	\$ 248.00
3/10/2022	GEO SOLUTIONS		
	VERTICAL INTAKE PROJECT	1,128.00	\$ 1,128.00
3/11/2022	R. ARNOLD		
	NET PAYROLL	2,442.63	\$ 2,442.63
3/11/2022	J. PRITCHETT		
	NET PAYROLL	2,444.12	\$ 2,444.12
3/11/2022	M. HUMPHREY		
	NET PAYROLL	1,968.72	\$ 1,968.72
3/11/2022	B. VOGEL		
	NET PAYROLL	2,157.25	\$ 2,157.25

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
MARCH 2022
WARRANT REGISTER**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
3/11/2022	T. SHOGREN NET PAYROLL	2,372.79	\$ 2,372.79
3/11/2022	K. GELOS NET PAYROLL	2,454.60	\$ 2,454.60
3/11/2022	D. BURGESS NET PAYROLL	184.70	\$ 184.70
3/11/2022	B. BARKER NET PAYROLL	92.35	\$ 92.35
3/11/2022	M. ROWLEY NET PAYROLL	92.35	\$ 92.35
3/11/2022	R. COUSINEAU NET PAYROLL	184.70	\$ 184.70
3/11/2022	S. DUFFIELD NET PAYROLL	3,886.27	\$ 3,886.27
3/11/2022	M. WILCOX NET PAYROLL	1,989.93	\$ 1,989.93
3/11/2022	D. GROSHART NET PAYROLL	4,147.07	\$ 4,147.07
3/11/2022	CALPERS 457 DEFFERED COMP PROG PERS 457- DEFFERED COMP.	2,258.00	\$ 2,258.00
3/11/2022	INTERNAL REVENUE SERVICE FEDERAL WITHHOLDING TAXES FICA WITHIHOLDING MEDICARE	2,409.94 74.40 987.10	\$ 3,471.44
3/11/2022	EMPLOYMENT DEVELOPMENT DEPARTMENT SDI STATE WITHHOLDING	367.84 955.23	\$ 1,323.07

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
MARCH 2022
WARRANT REGISTER**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
3/11/2022	CALPERS RETIREMENT SYSTEM CALPERS UNIFORM CONTRIBUTION	14.69	
	PERS RETIREMENT	1,850.97	
	PERS RETIREMENT TIER 2	1,538.26	
	PERS RETIREMENT PEPRA	1,991.31	
	SURVIVOR BENEFIT	8.37	\$ 5,403.60
3/12/2022	J.B. DEWAR. INC. FUEL & OIL	1,032.75	\$ 1,032.75
3/18/2022	PITNEY BOWES POSTAGE	200.00	\$ 200.00
3/23/2022	SLO COUNTY APCD LICENSES & PERMITS	2,033.50	\$ 2,033.50
3/23/2022	FERGUSON ENTERPRISES INC MAINTENANCE FIXED EQUIPMENT	216.59	\$ 216.59
3/23/2022	AT&T TELEPHONE	79.27	\$ 79.27
3/23/2022	CHARTER COMMUNICATIONS INTERNET	89.99	\$ 89.99
3/23/2022	CAL COAST IRRIGATION, INC. MAINTENANCE FIXED EQUIPMENT	40.54	\$ 40.54
3/23/2022	COUNTY OF SAN LUIS OBISPO PROFESSIONAL SERVICES	328.20	\$ 328.20
3/23/2022	ROY ARNOLD CELL PHONE/INTERNET ALLOWANCE	80.00	\$ 80.00
3/23/2022	FLUID RESOURCE MANAGEMENT PROFESSIONAL SERVICES	552.50	\$ 552.50
3/23/2022	NAPA AUTO PARTS VEHICLES	13.57	\$ 13.57
3/23/2022	KRISTEN GELOS CELL PHONE/INTERNET ALLOWANCE	40.00	\$ 40.00

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
MARCH 2022
WARRANT REGISTER**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
3/23/2022	JAMES A. PRITCHETT CELL PHONE/INTERNET ALLOWANCE	80.00	\$ 80.00
3/23/2022	MID-COAST FIRE PROTECTION, INC STRUCTURES & GROUNDS	407.81	\$ 407.81
3/23/2022	WATER SYSTEMS CONSULTING, INC. WRRF UPGRADE PROJECT	10,695.78	\$ 10,695.78
3/23/2022	BURT INDUSTRIAL SUPPLY SUPPLIES	17.40	
	MAINTENANCE FIXED EQUIPMENT	110.03	
	MAINTENANCE FIXED EQUIPMENT	46.04	
	SUPPLIES	157.63	\$ 331.10
3/23/2022	TOUGH AUTOMATION VERTICAL INTAKE PROJECT	4,500.00	
	VERTICAL INTAKE PROJECT	2,100.00	\$ 6,600.00
3/23/2022	SCOTT DUFFIELD CELL PHONE/INTERNET ALLOWANCE	40.00	\$ 40.00
3/23/2022	MARK HUMPHREY CELL PHONE/INTERNET ALLOWANCE	80.00	\$ 80.00
3/23/2022	BRIAN VOGEL MEDICAL REIMBURSEMENT	359.94	
	CELL PHONE/INTERNET ALLOWANCE	80.00	\$ 439.94
3/23/2022	MIKE WILCOX CELL PHONE/INTERNET ALLOWANCE	80.00	\$ 80.00
3/23/2022	DOUGLAS GROSHART CELL PHONE/INTERNET ALLOWANCE	40.00	\$ 40.00
3/23/2022	INDEPENDENT ELECTRIC SUPPLY WTP FILTERS RENOVATION PROJECT	75.02	\$ 75.02
3/23/2022	NAPA AUTO PARTS VEHICLES	37.70	\$ 37.70
3/23/2022	TELSTAR INSTRUMENTS INC. VERTICAL INTAKE PROJECT	337.50	\$ 337.50

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
MARCH 2022
WARRANT REGISTER**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
3/23/2022	CAL COAST IRRIGATION, INC. MAINTENANCE FIXED EQUIPMENT	(72.97)	
	MAINTENANCE FIXED EQUIPMENT	202.69	\$ 129.72
3/23/2022	TRACTOR SUPPLY CO. SMALL TOOLS & EQUIPMENT	70.68	\$ 70.68
3/23/2022	CUSTOM WORKS WTP FILTERS RENOVATION PROJECT	4,760.00	\$ 4,760.00
3/24/2022	PG&E ELECTRICITY	426.36	\$ 426.36
3/25/2022	R. ARNOLD NET PAYROLL	2,305.02	\$ 2,305.02
3/25/2022	J. PRITCHETT NET PAYROLL	2,288.50	\$ 2,288.50
3/25/2022	M. HUMPHREY NET PAYROLL	2,208.95	\$ 2,208.95
3/25/2022	B. VOGEL NET PAYROLL	2,353.06	\$ 2,353.06
3/25/2022	T. SHOGREN NET PAYROLL	1,992.88	\$ 1,992.88
3/25/2022	K. GELOS NET PAYROLL	2,454.59	\$ 2,454.59
3/25/2022	S. DUFFIELD NET PAYROLL	3,720.10	\$ 3,720.10
3/25/2022	M. WILCOX NET PAYROLL	1,989.93	\$ 1,989.93
3/25/2022	D. GROSHART NET PAYROLL	4,147.07	\$ 4,147.07
3/25/2022	CALPERS 457 DEFFERED COMP PROG PERS 457- DEFFERED COMP.	2,258.00	\$ 2,258.00

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
MARCH 2022
WARRANT REGISTER**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
3/25/2022	INTERNAL REVENUE SERVICE FEDERAL WITHHOLDING TAXES MEDICARE	2,363.38 955.70	\$ 3,319.08
3/25/2022	EMPLOYMENT DEVELOPMENT DEPARTMENT SDI STATE WITHHOLDING	362.51 933.99	\$ 1,296.50
3/25/2022	CALPERS RETIREMENT SYSTEM PERS RETIREMENT PERS RETIREMENT TIER 2 PERS RETIREMENT PEPRA SURVIVOR BENEFIT	1,850.97 1,538.26 1,991.31 8.37	\$ 5,388.91
3/28/2022	CALPERS RETIREMENT SYSTEM PERS RETIREMENT U/L PERS RETIREMENT U/L PERS RETIREMENT U/L	7,832.92 51.75 82.75	\$ 7,967.42
GRAND TOTAL FOR ALL WARRANTS			\$ 179,182.94

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
TREASURER'S REPORT
MARCH 2022**

SUMMARY REPORT OF ALL ACCOUNTS

Beginning Balance:	\$ 4,854,615.13
Ending Balance:	\$ 4,790,187.29
Variance:	\$ (64,427.84)
Interest Earnings for the Month Reported:	\$ 23.78
Interest Earnings Fiscal Year-to-Date:	\$ 9,312.22

ANALYSIS OF REVENUES

Total operating income for water and sewer was:	\$ 177,530.41
Non-operating income was:	\$ 52,208.10
Franchise fees paid to the District by San Miguel Garbage was:	\$ 6,309.85
Interest earnings for the P.P.B. checking account was:	\$ 0.51
Interest earnings for the P.P.B. SRF Loan Services account was:	\$ 2.24
Interest earnings for the LAIF account was:	\$ -
Interest earnings for the Five Star Bank checking account was:	\$ 12.86
Interest earnings for the Five Star Bank DWR Loan Services account was:	\$ -
Interest earnings for the Five Star Bank DWR Reserve account was:	\$ -
Interest earnings for the Mechanics Bank money market account was:	\$ 0.04

ANALYSIS OF EXPENSES

Pacific Premier Bank checking account total warrants, fees, and Electronic Fund Transfers was:	\$ (75,095.73)
Five Star Bank checking account total warrants, fees, and Electronic Fund Transfers was:	\$ (238,421.54)

STATEMENT OF COMPLIANCE

This report was prepared in accordance with the Heritage Ranch Community Services District Statement of Investment Policy. All investment activity was within policy limits. There are sufficient funds to meet the next 30 days obligations. Attached is a status report of all accounts and related bank statements.

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
STATUS REPORT FOR ALL ACCOUNTS
MARCH 2022**

BEGINNING BALANCE ALL ACCOUNTS		\$4,854,615.13
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OPERATING CASH IN DRAWER		\$300.00
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PACIFIC PREMIER BANK - CHECKING		
BEGINNING BALANCE 2/28/2022	\$217,022.68	
DEPOSIT REVENUE & MISCELLANEOUS INCOME	\$69,819.97	
INTEREST EARNED	\$0.51	
TOTAL CHECKS, FEES AND EFT'S	-\$75,095.73	
REVENUE TRANSFERS *Funds transferred to Five Star Bank Account	-\$149,871.05	
ENDING BALANCE 3/31/2022		\$61,876.38
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PACIFIC PREMIER BANK DWR LOAN REPAYMENT (1994-2029):		
LOAN SERVICES ACCOUNT		
BEGINNING BALANCE 2/28/2022	\$26,052.69	
QUARTERLY DEPOSIT	\$25,907.00	
INTEREST EARNED	\$1.69	
REVENUE TRANSFERS *Funds transferred to Five Star Bank Account	(\$51,961.38)	
ENDING BALANCE 3/31/2022		\$0.00
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FIVE STAR BANK DWR RESERVE ACCOUNT		
BEGINNING BALANCE 2/28/2022	\$113,476.14	
INTEREST EARNED	\$6.44	
REVENUE TRANSFERS *Funds transferred to Five Star Bank Account	(\$113,482.58)	
ENDING BALANCE 3/31/2022		\$0.00
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PACIFIC PREMIER BANK SDWSRF LOAN SERVICES ACCOUNT		
BEGINNING BALANCE 2/28/2022	\$29,630.28	
QUARTERLY DEPOSIT	\$0.00	
INTEREST EARNED	\$2.24	
SEMI-ANNUAL PAYMENT	\$0.00	
ENDING BALANCE 3/31/2022		\$29,632.52
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LOCAL AGENCY INVESTMENT FUND (LAIF)		
BEGINNING BALANCE 2/28/2022	\$4,468,115.00	
INTEREST EARNED	\$0.00	
REVENUE TRANSFERS	\$0.00	
ENDING BALANCE 3/31/2022		\$4,468,115.00
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WESTERN ALLIANCE - ACCOUNT CLOSED		
PVS PROJECT CAPITALIZED INTEREST FUND		
BEGINNING BALANCE 2/28/2022	\$18.34	
INTEREST EARNED	\$0.00	
REVENUE TRANSFERS	-\$18.34	
ENDING BALANCE 3/31/2022		\$0.00
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**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
STATUS REPORT FOR ALL ACCOUNTS
MARCH 2022**

FIVE STAR BANK - CHECKING

BEGINNING BALANCE 2/28/2022	\$0.00	
DEPOSIT REVENUE & MISCELLANEOUS INCOME	\$201,942.29	
INTEREST EARNED	\$12.86	
TOTAL CHECKS, FEES AND EFT'S	-\$238,421.54	
REVENUE TRANSFERS	\$150,000.00	
ENDING BALANCE 3/31/2022		\$113,533.61

FIVE STAR BANK DWR LOAN REPAYMENT (1994-2029):

LOAN SERVICES ACCOUNT

BEGINNING BALANCE 2/28/2022	\$0.00	
QUARTERLY DEPOSIT	\$0.00	
INTEREST EARNED	\$0.00	
SEMI-ANNUAL PAYMENT	(\$51,814.22)	
REVENUE TRANSFERS	\$51,961.38	
ENDING BALANCE 3/31/2022		\$147.16

FIVE STAR BANK DWR RESERVE ACCOUNT

BEGINNING BALANCE 2/28/2022	\$0.00	
INTEREST EARNED	\$0.00	
REVENUE TRANSFERS	\$113,482.58	
ENDING BALANCE 3/31/2022		\$113,482.58

MECHANICS BANK MONEY MARKET ACCOUNT

BEGINNING BALANCE 2/28/2022	\$0.00	
DEPOSIT REVENUE - CASH	\$3,228.95	
INTEREST EARNED	\$0.04	
REVENUE TRANSFERS	(\$128.95)	
ENDING BALANCE 3/31/2022		\$3,100.04

ENDING BALANCE ALL ACCOUNTS		\$4,790,187.29
DIFFERENCE FROM LAST MONTH	Decrease	(\$64,427.84)

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
QUARTERLY TREASURER'S
REPORT FOR THE PERIOD OF
JANUARY 1, 2022 – MARCH 31, 2022**

SUMMARY REPORT OF ALL ACCOUNTS

Beginning Balance	\$	5,005,208.79
Ending Balance	\$	4,790,187.29
Variance	\$	(215,021.50)
Interest Earnings	\$	2,637.65

STATEMENT OF COMPLIANCE

This report was prepared in accordance with the HRCSD Statement of Investment Policy. All investment activity was within policy limits. There are sufficient funds to meet the next 180 days' obligations. Attached is a status report of all accounts and related bank statements. For more information contact the District Office.

ACCOUNT PROFILE INFORMATION

1. Operating cash in cash drawer: Maintained to make change for cash transactions.
2. Pacific Premier Bank Checking: Variable interest-bearing checking account currently at 0.01%, at Pacific Premier branch in Paso Robles used for most of our transactions such as payroll, accounts receivable and accounts payable. Statements are received on a monthly
3. Pacific Premier Bank DWR loan repayments: The Loan Services Account interest earnings rate is 0.25%. Quarterly deposits are made into each account. Semi-annual payments are made from the Loan Services account by the bank, which functions as our fiscal agent, to DWR for repayment of a \$2 million loan to partially finance our water treatment plant and water pumping facilities. Statements are received on a monthly basis.
4. Pacific Premier Bank DWR reserve: The Reserve Account interest earnings rate is currently 0.25%. The purpose of the Reserve Account was to build up over ten years an amount equal to debt service for one year, a DWR requirement. Statements are received on a quarterly
5. Pacific Premier Bank SDWSRF (Safe Drinking Water State Revolving Fund) loan repayments: The Loan Services Account interest earnings rate is 0.25%. Quarterly deposits will be made into the Loan Services. Semi-annual payments will be made from the Loan Services account by the bank, which functions as our fiscal agent, to SDWSRF for repayment of a \$714,000 loan to finance upgrades at the water treatment plant. The fund will provide for a twenty (20) year repayment period at a 1.7875 percent interest rate. Statements are received on a quarterly basis.
6. Western Alliance Bank PVS Project Capitalized Interest Fund: The Capitalized Interest Fund interest earnings rate is 0.05%. The purpose of this Account is to hold the first two interest payments which the District will begin paying on October 1, 2020. Statements are received on a monthly basis.

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
QUARTERLY TREASURER'S
REPORT FOR THE PERIOD OF
JANUARY 1, 2022 – MARCH 31, 2022**

7. LAIF: Local Agency Investment Fund, a variable interest-bearing investment fund administered by the California State Treasurer. The majority of our funds are retained in this account. The last reported interest rate was 0.23%. Statements are received on a quarterly basis.

8. Five Star Bank Checking: Variable interest-bearing checking account currently at 0.10%, at Five Star branch in Roseville used for most of our transactions such as payroll, accounts receivable and accounts payable. Statements are received on a monthly basis.

9. Five Star Bank DWR loan repayments: The Loan Services Account interest earnings rate is currently 0.365%. Quarterly deposits are made into each account. Semi-annual payments are made from the Loan Services account by the bank, which functions as our fiscal agent, to DWR for repayment of a \$2 million loan to partially finance our water treatment plant and water pumping facilities. Statements are received on a monthly basis.

10. Five Star Bank DWR reserve: The Reserve Account interest earnings rate is currently 0.365%. The purpose of the Reserve Account was to build up over ten years an amount equal to debt service for one year, a DWR requirement. Statements are received on a monthly basis.

11. Five Star Bank SDWSRF (Safe Drinking Water State Revolving Fund) loan repayments: The Loan Services account interest earnings rate is 0.10%. Quarterly deposits will be made into the Loan Services account. Semi-annual payments will be made from the Loan Services account by the bank, which functions as our fiscal agent, to SDWSRF for repayment of a \$714,000 loan to finance upgrades at the water treatment plant. The fund will provide for a twenty (20) year repayment period at a 1.7875 percent interest rate. Statements are received on a monthly basis.

12. Five Star Bank SDWSRF reserve: The Reserve Account interest earnings rate is currently 0.365%. The purpose of the Reserve Account was to build up over ten years an amount equal to debt service for one year, a SDWSRF requirement. Statements are received on a monthly basis.

13. Mechanics Bank Money Market: The Money Market account interest earnings rate is currently 0.02%. This account handles all cash transactions as Five Star Bank does not have a local branch. Any amount above the minimum required by the bank will be transferred to Five Star bank checking account.

INTEREST EARNINGS: TRENDS & PROJECTIONS

The number of accounts in this report totals thirteen. The interest earnings for those accounts are summarized below. The accounts are referenced by number which corresponds with the Account Profile Information.

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
 QUARTERLY TREASURER'S
 REPORT FOR THE PERIOD OF
 JANUARY 1, 2022 – MARCH 31, 2022**

SUMMARY OF INTEREST EARNINGS

Account Profile by Reference Number

**Accounts closed and moved over to Five Star Bank accounts.*

***Majority of funds transferred to Five Star Bank; account still open until all outstanding items post.*

	Beginning Balance	Total Credits	Total Debits	Interest Earnings	Ending Balance
1	300.00	-	-	-	300.00
2	340,862.62	476,149.98	(755,136.73)	0.51	61,876.38
3	26,052.69	25,908.69	(51,961.38)	-	-
4	113,476.14	-	(113,482.58)	6.44	(0.00)
5	58,999.56	-	(29,369.28)	2.24	29,632.52
6	18.34	-	(18.34)	-	-
7	4,465,499.44	-	-	2,615.56	4,468,115.00
8	-	351,942.29	(238,421.54)	12.86	113,533.61
9	-	51,961.38	(51,814.22)	-	147.16
10	-	113,482.58	-	-	113,482.58
11	-	-	-	-	-
12	-	-	-	-	-
13	-	3,128.95	(28.95)	0.04	3,100.04
TOTALS	\$ 5,005,208.79	\$ 1,022,573.87	\$ (1,240,233.02)	\$ 2,637.65	\$ 4,790,187.29

Interest earnings in accounts 2, 3, 4, 5, 6, 8, 9, 10 & 11 above are always low because of account balance policies. Account 7 (LAIF) is the one account with more productive interest earnings because it typically holds over 90% of HRCSD cash reserves. Interest rates continue to fluctuate and remain low.

MANAGEMENT BY CONTRACTED PARTIES

For the reporting period, only the Local Agency Investment Fund (LAIF) is held under the Management By Contracted Parties.

LAIF is a treasury of pooled money made up of deposits from many of the over 5,000 local agencies within California. More than \$25 billion is vested in a variety of ways with a cumulative net yield of a conservative nature. State law requires, and the LAIF Pooled Money Investment Board requires that pooled money first be invested in such a manner to realize the maximum return consistent with safe and prudent management after which yield is considered. In other words, because these are public moneys invested and managed by others, the investments are low risk, low yield.

HRCSD typically has most of its cash (over 90%) deposited in LAIF. This is common strategy with many local agencies in the state, especially those with cash reserves of less than \$5 million. Complete reports of all investment activity, etc. are received from the LAIF Board on a monthly basis, along with an annual report, which are available for inspection at the District office. In addition, an analysis is provided in our Status Report of All Accounts for our share of LAIF deposits on a monthly basis.

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT - CONSOLIDATED BUDGET
2021/22 Budget**

OPERATING REVENUE	Budget FY 21/22	Actual March	Actual Year to Date	Percentage Year to Date	Variance Explanation
Water Fees	1,107,981	91,947	927,724	84%	
Sewer Fees	704,110	62,858	538,120	76%	
Hook-Up Fees	3,000	0	3,100	103%	Fluctuates based on activity
Turn on Fees	3,500	325	3,000	86%	
Late Fees	18,500	1,966	18,433	100%	
Plan Check & Inspection	10,000	0	1,293	13%	
Miscellaneous Income	500	20,434	50,468	10094%	Sale of assets
TOTAL OPERATING	\$1,847,591	\$177,530	\$1,542,139	83%	

FRANCHISE REVENUE					
Solid Waste Franchise Fees	77,220	6,310	59,332	77%	
TOTAL FRANCHISE	\$77,220	\$6,310	\$59,332	77%	

TOTAL OPERATING \$1,924,811 \$183,840 \$1,601,471 83%

NON-OPERATING REVENUE					
Standby Charges	242,144	20,679	167,175	69%	
Property Tax	404,308	31,506	293,325	73%	
Interest	50,000	24	9,312	19%	
Connection Fees	70,580	0	68,443	97%	Fluctuates based on activity
TOTAL NON-OPERATING	\$767,032	\$52,208	\$538,254	70%	

RESERVE REVENUE					
Capital Reserves	656,000	10,035	92,300	14%	
Operating Reserves	1,833,986	32,668	418,729	23%	
TOTAL RESERVE	\$2,489,986	\$42,702	\$511,029	21%	

TOTAL NON-OPERATING \$3,257,018 \$94,910 \$1,049,283 32%

TOTAL ALL INCOME	\$5,181,829	\$278,751	\$2,650,754	51%	
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**HERITAGE RANCH COMMUNITY SERVICES DISTRICT - CONSOLIDATED BUDGET
2021/22 Budget**

OPERATING EXPENSES

SALARIES AND BENEFITS	Budget FY 21/22	Actual March	Actual Year to Date	Percentage Year to Date	Variance Explanation
Salaries	810,774	64,753	570,538	70%	
Health Insurance	149,611	12,224	83,470	56%	
Health Insurance - Retirees	44,584	3,978	33,509	75%	
PERS	146,225	14,160	127,027	87%	
Standby	13,100	1,005	9,916	76%	
Overtime	15,600	386	8,879	57%	
Workers Comp. Ins.	18,355	0	16,185	88%	Paid Annually
Directors' Fees	9,000	600	5,600	62%	
Medicare/FICA	11,953	1,009	8,995	75%	
Car Allowance	3,000	250	2,250	75%	
SUI/ETT	1,500	0	637	42%	
Uniforms	5,000	185	3,069	61%	
TOTAL SALARIES & BENEFITS	\$1,228,702	\$98,550	\$870,075	71%	

UTILITIES

Electricity	121,527	6,490	95,340	78%	
Propane	1,025	0	984	96%	
Water Purchase	23,114	0	23,114	100%	Paid Semiannually
Telephone/Internet	10,800	887	8,497	79%	
TOTAL UTILITIES	\$156,466	\$7,377	\$127,935	82%	

MAINTENANCE & SUPPLIES

Chemicals	87,000	0	48,358	56%	
Computer/Software	29,450	970	16,069	55%	
Equip. Rental/Lease	2,500	0	1,007	40%	
Fixed Equip.	172,000	-2,771	78,545	46%	
Fuel & Oil	10,000	1,033	10,054	101%	
Lab Testing	38,400	5,525	43,890	114%	
Office Supplies	1,500	-108	1,215	81%	
Parks & Recreation	0	0	0	0%	
Struct./Grnds.	8,140	656	6,193	76%	
Small Tools/Equip.	3,000	-134	1,904	63%	
Supplies	2,500	413	2,107	84%	
Meters/Equip.	12,000	109	371	3%	
Vehicles	6,000	295	7,630	127%	
TOTAL MAINT. & SUP.	\$372,490	\$5,987	\$217,341	58%	

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT - CONSOLIDATED BUDGET
2021/22 Budget**

GENERAL & ADMINISTRATION	Budget FY 21/22	Actual March	Actual Year to Date	Percentage Year to Date	Variance Explanation
Ads./Advertising	1,500	0	1,028	69%	
Alarm/Answering Service	4,000	289	2,561	64%	
Audit	10,000	0	8,485	85%	
Bank Charges/Fees	8,000	489	5,030	63%	
Consulting/Engineering	20,000	0	7,685	38%	
Dues/Subscription	9,850	0	8,693	88%	
Elections	0	0	0	0%	
Insurance	36,590	0	36,770	100%	Paid Annually
LAFCO	6,600	0	6,269	95%	Paid Annually
Legal/Attorney	15,000	950	12,204	81%	
Licenses/Permits	32,100	15,019	25,945	81%	
Plan Check & Inspection	10,000	0	1,293	13%	
Postage/Billing	15,000	1,749	11,191	75%	
Professional Service	44,300	1,697	39,503	89%	
Tax Collection	6,000	0	0	0%	
Staff Training & Travel	8,000	0	410	5%	
Board Training & Travel	1,000	0	100	10%	
TOTAL G & A	\$227,940	\$20,193	\$167,167	73%	

CAPITAL PROJECTS & EQUIPMENT

Structures/Improvements	2,259,986	42,702	421,482	19%	
Equipment	230,000	0	89,316	39%	
TOTAL CAPITAL EXPENSE	\$2,489,986	42,702	510,798	21%	

DEBT

State Loan Payment	103,629	51,814	103,628	100%	paid semiannually
State Loan Payment Phase II	58,740	0	29,369	50%	paid semiannually
Western Alliance Lease-PVS	152,849	76,025	152,850	100%	paid semiannually
TOTAL DEBT	\$315,218	\$127,840	\$285,847		

FUNDED DEPRECIATION	\$288,000	\$24,000	\$213,500	74%	
UNFUNDED DEPRECIATION	\$0	\$0	\$0	0%	

TOTAL EXPENSE	\$5,078,802	\$326,649	\$2,392,664	47%	
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CAPACITY CHARGES TRANSFER \$70,580 \$0 \$68,443 97%

SOLID WASTE FEES TRANSFER \$30,783 \$3,532 \$21,775 71%

FUND TOTAL	\$1,664	(\$51,430)	\$167,873		
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HERITAGE RANCH COMMUNITY SERVICES DISTRICT

Office Report For the Month of March 2022

Utility Billing

- On April 1st, 1,935 bills were processed for a total dollar amount of \$165,422 for water and sewer user fees for the month of March.
- We processed 281 Late Notices for bills that were due by March 25th.
- Mailed out 58 Intent to Disconnect Notices to customers who have a past due balance which is 60 days or more delinquent.
- We had 5 meters locked for non-payment.

Customer Service Orders

- Staff completed a total of 40 service orders for the month of March. The breakdown by job code is as follows:

Occupant Change	8	USA Marking	8
Miscellaneous	2	Dirty Water Complaint	1
Leak	4	Lock Meter	7
Pressure Check	1	Unlock Meter	8
Call-Out	1		

Administration

- The District opened new bank accounts with Five Star Bank. We are working on getting all of our accounts/funds with Pacific Premier Bank moved over to Five Star. We will have the following four accounts with Five Star: Regular Checking account, DWR Loan Repayment account, DWR Reserve account, SRF Loan Repayment account and SRF Reserve account.

San Miguel Garbage Franchise Fees Received

- The total Franchise Fees received for the Month of February was \$ 6,309.85. The breakdown is as follows:

Residential Garbage Collection - \$ 4,978.87
Commercial Garbage Collection - \$ 792.17
Roll-Off Collection - \$ 538.81

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Scott Duffield, General Manager
Aron Kardashian, San Miguel Garbage Company

DATE: April 21, 2022

SUBJECT: Request to approve an interim year solid waste services rate adjustment and the notice to property owners, and schedule a public hearing for June 16, 2022 for adoption of the adjusted rates.

Recommendation

It is recommended that the Board of Directors:

1. Review and approve an interim year solid waste services rate adjustment and the notice to property owners; and
2. Schedule a public hearing for June 16, 2022 for adoption of the adjusted rates.

Background

The District is the solid waste authority at Heritage Ranch and has a Franchise Agreement (Agreement) with San Miguel Garbage Company (SMGC) to provide solid waste services within the District.

Discussion

Pursuant to the Agreement, the rates charged by SMGC may be adjusted from time to time. After January 1, 2021 but no more than once every two years, SMGC may request a base year rate review. SMGC will use the guidelines and approach outlined in the "City of San Luis Obispo's Rate Setting Process and Methodology Manual for Integrated Solid Waste Management Rates" (Rate Setting Manual).

Interim Year Rate Adjustment

In this case SMGC is requesting an interim year rate adjustment pursuant to the Rate Setting Manual. Interim year rate adjustment requests are accepted in the two years between base years. During the interim years rates can be adjusted through application of a composite index. The index consists of:

- Changes in the US National Consumer Price Index (CPI) published by the Bureau of Labor Statistics.

- Projected changes in tipping fees.
- Projected changes in regulatory fees.
- Adjustment for the franchise fees which change when revenues change.

The Rate Setting Manual interim year rate adjustment procedure provides for rate adjustments by a percentage equal to the annual percent change in the Consumer Price Index (“CPI”) for All Urban Consumers - for the Los Angeles – Riverside – Orange County metropolitan area (1982-84 = 100) as published by the Bureau of Labor Statistics for the 12-month period ending December 31.

SMGC is responsible for determining the actual change in CPI and for estimating the other projected changes. SMGC rate adjustment request included submittal of the required financial and operating information which was carefully reviewed and analyzed by the District.

The rates that San Miguel Garbage Company has requested are justifiable and supportable and have followed the guidelines of the rate setting process.

The interim year requested rate adjustments are:

1. 6.022% increase for change in CPI.
2. 3.044% increase for increases to fees and operational costs.

Integrated Waste Management Authority Fee

In addition to the above increases, the San Luis Obispo County Integrated Waste Management Authority (IWMA), a Joint Powers Authority formed to plan and implement regional solid waste and hazardous waste programs mandated by State law, recently approved increases to their fees. Therefore, the IWMA fee of 5.4% will be added to all account charges. The Joint Powers Agreement between the District and the IWMA can be made available upon request or on the IWMA website at www.iwma.com.

Rate Approval Process

This solid waste rate adjustment request follows the same approval process as with water and sewer rates; review and approval of the rate adjustment, a 45-day written notice to the public, and a public hearing. If more than fifty percent of the impacted property owners protest the fee adjustment in writing, your Board can not adopt the adjustment. The District and SMGC have prepared the notice that will be mailed on May 1, 2022. The public hearing is to be held on June 16, 2022, and the new fees would become effective July 1, 2022.

The notice to property owners with the proposed rates is included as Attachment A.

Fiscal Considerations

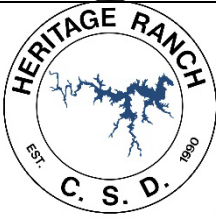
The proposed solid waste rates are consistent with the Agreement and will allow SMGC to continue to operate.

Results

The rate setting objective is to determine integrated solid waste service rates that are fair to residents, and which provide adequate revenue to the hauler.

Attachment: Attachment A – Notice to property owners

File: G.03 SMGC Rates



Heritage Ranch Community Services District

4870 Heritage Road, Paso Robles, CA 93446

(805) 227-6230 ~ Fax (805) 227-6231

www.heritageranchcsd.ca.gov

Notice of Public Hearing Regarding Proposed Solid Waste Rate Increases

May 1, 2022

Dear Property Owner/Customer:

This notice is intended to inform you that the Heritage Ranch Community Services District (District) will hold a public hearing regarding rate increases proposed by San Miguel Garbage Company for customers receiving solid waste, recycling, and green waste services within the District. The proposed rate increases will be considered by the District Board of Directors at the date, time, and location specified below.

Consistent with the requirements of Proposition 218, this notice provides you with the following information:

- The date, time, and location of the public hearing;
- The amount of the proposed increases;
- The reason for and basis upon which the amount of the proposed increases were calculated;
- How to protest the proposed increases.

Notice of Public Hearing

The Public Hearing for the proposed rate increases will be held on:

Date: Thursday, June 16, 2022

Time: 4:00 p.m.

Place: 4870 Heritage Road, Heritage Ranch, California, 93446

If adopted by the District Board of Directors, the proposed increases will become effective July 1, 2022. The proposed rates are attached to this notice.

Reasons for the Proposed Rate Increases

The proposed rate increases are necessary for San Miguel Garbage Company to continue to provide safe, environmentally sound, and reliable solid waste, recycling, and green waste collection, transportation and disposal or processing services to the citizens within the District. Several factors have contributed to these increased costs, including, but not limited to: the rising costs associated with the operation of a garbage company, the rising costs associated with the processing of recycling material, increased costs associated with purchase, operation, and fuel for vehicles, and increased labor costs.

Basis for the Proposed Rate Increases

The total proposed residential and commercial rate increase of 9.07% is based on the following cost increases incurred by San Miguel Garbage Company:

1. 6.022% change in Consumer Price Index (CPI). The Franchise Agreement between the Heritage Ranch Community Services District and San Miguel Garbage Company permits an annual increase for solid waste collection rates based on the change in Consumer Price Index (CPI).
2. 3.044% increase in operational costs. Several factors have contributed to these increased costs, including but not limited to, labor related costs, fuel costs, and elevated costs associated with meeting more stringent State and Federal regulations.

In addition to the above increases, the San Luis Obispo County Integrated Waste Management Authority (IWMA), a Joint Powers Authority formed to plan and implement regional solid waste and hazardous waste programs mandated by State law, has recently approved increases to their fees. The IWMA fee of 5.4% will be added to all account charges.

The Joint Powers Agreement between the Heritage Ranch Community Services District and the IWMA can be made available by the District upon request, and is available on the IWMA website at www.iwma.com.

How do I protest the proposed rate increase?

Pursuant to Section 6 of Article XIII D of the California Constitution, the following persons may submit a written protest against the Proposed Rate Increase to the **District's Secretary** before the close of the Public Hearing referenced above:

- An owner(s) of property (parcel(s)) receiving solid waste service within the District's boundary. If the person(s) signing the protest, as an owner, is not shown on the last equalized assessment roll as the owner of the parcel(s) then the protest must contain or be accompanied by written evidence that such person signing the protest is the owner of the parcel(s) receiving water service; and
- A Tenant(s) whose name appears on the Garbage Company's records as the customer of record for the corresponding parcel receiving solid waste services service within the District's boundary (tenant-customer).

A valid written protest must contain a statement that you protest the increase in solid waste rates, the address, and Assessor's Parcel Number (APN) of the parcel or parcels which receive solid waste service and must be signed by either the owner or the tenant-customer of the parcel or parcels. One written protest per parcel shall be counted in calculating a majority protest to the proposed solid waste rate increase subject to the requirements of Section 6 of Article XIII D of the California Constitution. Written protests will not be accepted by e-mail or by facsimile. Verbal protests will not be counted in determining the existence of a majority protest. To be counted, a protest must be received in writing by the **District Secretary** before the close of the Public Hearing referenced above.

Written protests regarding the solid waste rate increases may be mailed to:

**Heritage Ranch Community Services District
4870 Heritage Rd.
Paso Robles, CA 93446**

Written protests may also be personally delivered to the **District Secretary** at the Heritage Ranch Community Services District Office located at 4870 Heritage Rd, Heritage Ranch, CA 93446. If valid written protests are presented by a majority of owners and/or tenants-customers of parcels receiving solid waste service within the District's boundary, then the District will not adjust/increase the solid waste rates. Only one protest per parcel will be counted in determining whether or not a majority protest exists.

Questions

Please review the District website at www.heritageranchcsd.ca.gov, or contact San Miguel Garbage Company at (805) 467-9283, for more information.

Attachments

Proposed rates effective July 1, 2022

		Current	Proposed	IWMA	Proposed
		Total Charges to	Solid Waste	Fee	Total Charges to
		Customer	Rate	5.4%	Customer
RESIDENTIAL CAN SERVICE					
35 GAL	monthly	\$28.59	\$30.86	\$1.67 =	\$32.52
64 GAL	monthly	\$37.14	\$40.18	\$2.17 =	\$42.35
96 GAL	monthly	\$42.90	\$46.46	\$2.51 =	\$48.97

All can rates based on standard garbage cans 35 gallon or smaller with 50-pound weight limit.
 Cans must be readily accessible.

CAN SERVICE MISCELLANEOUS

Stickers	per sticker	\$4.88	\$5.32	\$0.29 =	\$5.61
Re-Delivery Cans	per occurrence	\$30.56	\$33.33	\$1.80 =	\$35.13
Go Back Residential	per occurrence	\$6.50	\$7.09	\$0.38 =	\$5.94
					plus add additional mileage fee per mile
Walk-In Fee Service - Truck does not leave road & worker must walk in yard	per occurrence	\$2.83	\$3.09	\$0.17 =	\$3.25
2nd Recycle or Greenwaste Cart per Month	monthly	\$6.32	\$6.89	\$0.37 =	\$7.27

Carts are the property of the garbage company & must be returned when service is stopped or cancelled.
 If cart is not returned the company may impose the appropriate fee to the customer for each cart not returned.

Missing Cart - 35 GAL	per cart	\$48.06	\$52.42	\$2.83 =	\$55.25
Missing Cart - 64 GAL	per cart	\$63.22	\$68.95	\$3.72 =	\$72.68
Missing Cart - 96 GAL	per cart	\$85.98	\$93.78	\$5.06 =	\$98.84

COMMERCIAL CONTAINER SERVICE

1 YARD	1X WK	monthly	\$126.54	\$135.31	\$7.31 =	\$142.62
	2X WK	monthly	\$170.83	\$182.67	\$9.86 =	\$192.53
	3X WK	monthly	\$0.00	\$255.74	\$13.81 =	\$269.55
1.5 YARD	1X WK	monthly	\$141.44	\$151.25	\$8.17 =	\$159.41
	2X WK	monthly	\$190.94	\$204.18	\$11.03 =	\$215.20
	3X WK	monthly	\$0.00	\$285.85	\$15.44 =	\$301.29
2 YARD	1X WK	monthly	\$180.73	\$193.26	\$10.44 =	\$203.70
	2X WK	monthly	\$244.00	\$260.92	\$14.09 =	\$275.01
	3X WK	monthly	\$0.00	\$365.28	\$19.73 =	\$385.01
3 YARD	1X WK	monthly	\$207.90	\$222.31	\$12.00 =	\$234.31
	2X WK	monthly	\$318.07	\$340.11	\$18.37 =	\$358.48
	3X WK	monthly	\$0.00	\$476.16	\$25.71 =	\$501.87
4 YARD	1X WK	monthly	\$275.29	\$294.37	\$15.90 =	\$310.26
	2X WK	monthly	\$421.17	\$450.36	\$24.32 =	\$474.68
	3X WK	monthly	\$0.00	\$630.51	\$34.05 =	\$664.55
6 YARD	1X WK	monthly	\$415.41	\$444.20	\$23.99 =	\$468.19
	2X WK	monthly	\$552.44	\$590.73	\$31.90 =	\$622.63
	3X WK	monthly	\$0.00	\$827.03	\$44.66 =	\$871.69

Every other week rate is the same as 1X WK rate.

COMMERCIAL EXTRA PICKUP + PER MILE TRIP CHARGE *

1 YARD	per occurrence	\$35.84	\$38.33	\$2.07 =	\$40.40
1.5 YARD	per occurrence	\$39.99	\$42.77	\$2.31 =	\$45.08
2 YARD	per occurrence	\$44.41	\$47.49	\$2.56 =	\$50.05
3 YARD	per occurrence	\$58.20	\$62.24	\$3.36 =	\$65.60
4 YARD	per occurrence	\$87.84	\$93.93	\$5.07 =	\$99.00
6 YARD	per occurrence	\$116.74	\$124.83	\$6.74 =	\$131.57

		Current	Proposed	IWMA		Proposed
		<u>Total Charges to</u>	<u>Solid Waste</u>	<u>Fee</u>		<u>Total Charges to</u>
		<u>Customer</u>	<u>Rate</u>	<u>5.4%</u>		<u>Customer</u>
COMMERCIAL SERVICE MISCELLANEOUS						
* Trip Charge per Mile	per occurrence	\$7.37	\$7.87	\$0.43	=	\$8.30
Delivery Fee & Re-Delivery Containers	per occurrence	\$39.92	\$42.69	\$2.31	=	\$45.00
Extra trash less than 1 yard	per occurrence	\$31.30	\$33.46	\$1.81	=	\$35.27
Extra trash per yard	per occurrence	\$35.84	\$38.33	\$2.07	=	\$40.40
Manual Labor per yard	per occurrence	\$28.02	\$29.96	\$1.62	=	\$31.58
Go Back Commercial	per occurrence	\$14.16	\$13.62	\$0.74	=	\$14.36
						plus add additional mileage fee per mile
Lock Bar Set Up	per occurrence	\$64.37	\$68.83	\$3.72	=	\$72.55
Lock Bar Set Up Plus Key & Lock	per occurrence	\$77.75	\$83.13	\$4.49	=	\$87.62
Unlocking Fee	per occurrence	\$3.44	\$3.68	\$0.20	=	\$3.87
Container Exchange Fee	per occurrence	\$165.00	\$158.80	\$8.57	=	\$167.37

DRIVE IN-YARD CHARGES

Charged to customers that require the waste collection truck to enter the customers property

In-Yard 100'	monthly	\$14.79	\$16.13	\$0.87	=	\$17.00
In-Yard 1/4 Mile	monthly	\$20.75	\$22.63	\$1.22	=	\$23.85
In-Yard 1 Mile	monthly	\$22.91	\$24.99	\$1.35	=	\$26.34
In-Yard Over 1 Mile	monthly		multiply "In-Yard 1 Mile" rate X total miles			

ADDITIONAL CHARGES

Can Pressure Wash Fee	per occurrence	\$30.56	\$33.33	\$1.80	=	\$35.13
Water Heater	each 2022 N/C White Goods	\$25.29	\$27.58	\$1.49	=	\$29.07
Fridge	each 2022 N/C White Goods	\$34.13	\$37.23	\$2.01	=	\$39.24
Washer/Dryer	each 2022 N/C White Goods	\$25.29	\$27.58	\$1.49	=	\$29.07
Toilet	each	\$11.35	\$12.38	\$0.67	=	\$13.05
Mattress or boxspring TWN	each	\$22.45	\$24.49	\$1.32	=	\$25.81
Mattress or boxspring Q-K	each	\$38.95	\$42.48	\$2.29	=	\$44.78
Couches	each	\$27.81	\$30.33	\$1.64	=	\$31.97
Truck Tires	each	\$22.45	\$24.49	\$1.32	=	\$25.81
Car Tire only	each	\$4.43	\$4.83	\$0.26	=	\$5.09
Car Tire with Rim	each	\$6.64	\$7.24	\$0.39	=	\$7.63
T.V.	CAN NOT TAKE					

All other items not listed call office for rate.

NSF FEES

1ST	\$20.00
2ND	\$30.00
3RD	\$35.00
4TH	\$40.00

RENT-A-BIN (all areas)

2 YARD - 1 PU 1 WEEK	60x43x38	\$127.88	\$136.74	\$7.38	=	\$144.13
3 YARD - 1 PU 1 WEEK	72x43x52	\$171.92	\$183.84	\$9.93	=	\$193.76
DAILY RENTAL after 1 wk	per day	\$3.61	\$3.86	\$0.21	=	\$4.07

For one month rental please call office for rates

ROLL-OFF RENTALS

20 YARD ROLL-OFF (includes 2 tons trash)	per dump	\$492.30	\$526.43	\$28.43	=	\$554.85
40 YARD ROLL-OFF (includes 3 tons trash)	per dump	\$558.82	\$597.55	\$32.27	=	\$629.82

Roll-Off Service is for 7 days. Rental after 7 days is \$5.00/day for 20yd and \$7.00/day for 40 yd.

Weight in excess of allowed weight will be charged current landfill per ton rate up to 10 tons.

Any load that exceeds 10 tons will be charged an additional \$50.00 per ton, in addition to the current landfill rate, after the first 10 tons.

Contracts must be completely filled out and signed, and deposits received, before delivery of all containers and roll-offs.

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Scott Duffield, General Manager

DATE: April 21, 2022

SUBJECT: Submittal for approval Resolution 22-02 adopting conformed Code of Ordinances.

Recommendation

It is recommended that the Board of Directors approve Resolution 22-02 that:

1. Adopts the conformed Code of Ordinances with minor grammatic and reference corrections; and
2. Authorizes the General Manager in consultation with District Counsel to make future changes to the Code of Ordinances from time to time as necessary to conform with changes to State Law and for the benefit of the District.

Background

The District maintains a Code of Ordinances that codifies rules, regulations, and procedures to assure continuance of services and provide for the health and safety of all residents and guests of the community.

Discussion

The Manager completed minor grammatic and reference corrections to the current Code of Ordinances. Approval of Resolution 22-02 will adopt an updated and complete Code of Ordinances for use going forward. The minor corrections have been reviewed by District Counsel and recommended for board approval and adoption.

Fiscal Considerations

There are no direct fiscal considerations or impacts to the budget at this time.

Results

Approval of the recommended action will result in maintaining good governance of the District.

Attachments: Resolution 22-02

File: Code of Ordinances

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 22-02**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HERITAGE RANCH
COMMUNITY SERVICES DISTRICT ADOPTING CONFORMED CODE OF
ORDINANCES.**

WHEREAS, the Heritage Ranch Community Services District (the “District”), in the State of California (the “State”), is a community services district duly organized and existing pursuant to the constitution and laws of the State; and

WHEREAS, the Board of Directors of the District (the “Board”) is the governing body of the District; and

WHEREAS, the District maintains a Code of Ordinances that codifies rules, regulations, and procedures to assure continuance of services and provide for the health and safety of all residents and guests of the community.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of the Heritage Ranch Community Services District that:

Section 1. The conformed Code of Ordinances with minor grammatic and reference corrections attached hereto as “Exhibit A” is hereby adopted.

Section 2. The Board hereby authorizes the General Manager in consultation with District Counsel to make future minor edits or changes to the Code of Ordinances from time to time as necessary to conform with changes to State Law and for the benefit of the District.

Section 3. Upon request by the Board, the Code of Ordinances shall be brought to the Board for review annually. Any material changes to the Code of Ordinances shall only be made by the Board.

Section 4. This Resolution shall take effect upon its passage.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Heritage Ranch Community Services District on the 21st day of April 2022 by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED: _____
**Reg Cousineau, President
Board of Directors**

ATTEST: _____
**Kristen Gelos, Secretary
Board of Directors**

TITLE 1 - GENERAL PROVISIONS AND DEFINITIONS

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1.000 – Purpose

The purpose of this Code of Ordinances is to recompile and recodify the District's existing code pursuant to Section 50022.10 of the California Government Code, and to repeal and amend certain existing district ordinances and to adopt the proposed code.

1.100 - Enactment, Authority and Applicability

- A. The ordinances contained in the following chapters and sections shall constitute and be identified as "The Heritage Ranch Community Services District Code of Ordinances". The Heritage Ranch Community Services District Code of Ordinances may also be cited within the following chapters and sections as "this Code", "the Code" and the "Code of Ordinances."
- B. The provisions of this Code are adopted pursuant to the authority vested in the Heritage Ranch Community Services District by the State of California, including but not limited to Sections 61600 et seq. of the Government Code. The general powers of the District under this Section as adopted by the Board of Directors are as follows:
 - (1) To supply the inhabitants of the District with water for domestic use, irrigation, sanitation, industrial use, fire protection, and recreation.
 - (2) The collection, treatment, and disposal of sewage of the District and its inhabitants.
 - (3) The disposal of solid waste of the District and its inhabitants.
 - (4) To provide for public recreational facilities for the District and its inhabitants.
- C. The Board of Directors may adopt further powers as defined under Section 61601 et seq. of the Government Code if it determines by resolution that it is feasible, economically sound, and in the public interest for the District to exercise such powers and complies with all Government Code procedures to exercise such powers.
- D. The provisions of this Code are applicable to all areas and facilities under the ownership and jurisdiction of the Heritage Ranch Community Services District, as such jurisdiction is defined by California state law.

1.110 - Service Area

The District's service area comprises the area within the boundaries of the District upon formation and approved by the San Luis Obispo County Local Area Formation Commission. The District's service area encompasses approximately 5,490 acres, which is less than the entire Village of Heritage Ranch and does not include the certificated parcel area.

1.200 – Definitions

This section defines the terms and phrases used in this Code that are technical or specialized, or that, for the purposes of this Code, may not reflect common usage. Individual Code chapters have their own specific list of definitions (e.g. Chapter 5 contains definitions specific to the Water Department). Where any of the following definitions conflict with definitions used in any of the technical codes that may be adopted by the District, the definitions in this section shall prevail.

Applicant. The person or agent of the property of record making application for water or sewer service and shall be the owner of premises to be served by the water and sewer connection for which an application is requested or his authorized agent or any other water or sewer user requesting a service from the District for which there is a fee or charge.

Board, or Board of Directors. The Board of Directors of the Heritage Ranch Community Services District.

Building. Any structure used for human habitation, or a place of business, recreation, or other purpose.

CEQA. The California Environmental Quality Act, Sections 21000 et seq. of the California Public Resources Code.

Change of Ownership. A transfer of a present interest in the property, and a transfer of the right to beneficial use thereof, the value of which is substantially equal to the value of the fee interest, regardless of whether such transfer is voluntary, involuntary, or by operation of law, court order, grant, gift, devise, inheritance, trust, contract of sale, addition or deletion of an owner, property settlement, or any other means.

Change of Use. A change from one use to another use as categorized in this Code.

Commercial Service. Provision of water or sewer service to premises where the customer is engaged in trade, including any person engaging in business or transient-residential businesses from a service connection. Schools, public or private, nonprofit institutions, and governmental entities shall be considered commercial service.

Community Services District Law. The provisions of Division 3 of Title 6 (commencing with Section 61000) of the Government Code, as the same may be amended or reenacted.

Contractor. An individual, firm, corporation, partnership or association duly licensed by the State of California to perform the type of work to be done under a permit.

Condominium. An individual, separately owned unit within a condominium project.

Customer. An individual or agency of record receiving water, sewer or solid waste service from the District.

County. The County of San Luis Obispo, California.

Date of Presentation. The date upon which a bill or notice is mailed or delivered personally to the customer.

Depositor. A person, firm, corporation, or agency paying cash to the District to guarantee payment for services to be received from the District.

District. The Heritage Ranch Community Services District formed under and by virtue of the laws of the State of California.

District Engineer. The engineer employed by the District and who shall be a registered civil engineer in the State of California.

District Inspector. The plan check engineer, inspector, or designee acting under the direction of the District Engineer.

Employee. A person who is employed by the District on a salary, daily wage, or hourly pay basis.

Equivalent Dwelling Unit (EDU). A measurement of demand on District facilities equivalent to: (a) any single family dwelling of one or more rooms having one or more plumbing fixtures suitable for residential occupancy by any number of persons; and/or (b) each group of rooms constituting a dwelling unit for one single family in any multiple dwelling structure.

General Manager. The General Manager appointed by the Board of Directors of the Heritage Ranch Community Services District. The General Manager or his designee is the sole agent of the District for purposes of the administration and implementation of this Code.

Health Agency. The California State Water Resources Control Board, or the San Luis Obispo County local health agency.

Industrial Service. Provision of water or sewer service to premises engaged in industry such as but not limited to manufacture, assembly, processing, or development of products.

Lot: Any unit of land which qualifies as a parcel or lot under the Subdivision Map Act, and shall include all units of land: (1) which are contiguous to any other parcel (or are separated only by a road or easement); and (2) for which there is unity of ownership; and (3) which have an identical present use. The term "parcel" shall be given the same meaning as the term "site".

Mains. The water distribution pipelines, and sewer collection pipelines located in streets, highways, public ways, or private rights-of-way that are used to serve the general public.

New Addition. Additional space attached to an already existing structure.

New Construction. Any construction of a previously non-existent structure, or additions, modifications, or structural improvements which add square footage to floor space of existing structures, requiring a discretionary or ministerial permit from the County Building Department or the Owners Association.

Non-residential Service. All classes of service other than for residential.

Occupant: Any person occupying any premises, whether as owner or tenant, under contract or otherwise.

Owner. Any sole or part owner, joint owner, tenant in common, joint tenant, tenant by the entirety, of the whole or a part of such building or land.

Owners Association. The Heritage Ranch Owners Association.

Person. Any and all persons, firms, joint ventures, partnerships, associations, and corporations.

Premises. Any and all areas on a user's property, which are served or have the potential to be served by the public water or sewer systems.

Property. Real and personal property.

Rate and Fee Schedules. The effective rates, fees, rentals, charges, and regulations, as set forth by the District.

Residential Service. Provision of water or sewer service for household residential purposes, including water for sprinkling lawns, gardens and shrubbery; watering livestock; washing vehicles; and other similar and customary purposes.

Retail. The sale of goods or commodities to the final consumer.

Sanitary Sewer. A sewer which carries sewage, and to which storm, surface, and ground waters are not intentionally admitted.

State. The State of California.

Technical Codes. The Uniform Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Uniform Sign Code, or any other document containing standards and/or specifications for construction adopted by reference as part of this title.

Tenant. A person who occupies the whole or a part of such building or land and is not the owner.

User. The current owner of the premises receiving District water, sewer, and/or solid waste services.

Water Code. The Water Code of the State of California.

1.210 - Rules of Construction and Interpretation

The General Manager shall have the responsibility and authority to interpret the provisions of this Code and advise the public about its requirements. The terms and phrases used in this Code shall be construed and interpreted as follows:

- A. Construction. When used in this Code, the word "shall," is always mandatory and "may" is discretionary. The present tense includes the past and future tenses; and the future tense includes the present. The singular number includes the plural number, and the plural the singular, unless the natural construction of the word indicates otherwise. The titles of every chapter and section of the Code of Ordinances are a part of each chapter and section and shall be construed as such when questions of meaning or construction arise.
- B. Number of days. Whenever a number of days is specified in this Code, or in any permit, condition of approval, or notice issued or given as provided in this Code, such number of days shall be construed as business or working days, except where this Code otherwise uses the term "calendar days."
- C. Minimum requirements. When interpreting and applying the regulations of this Code, all provisions shall be the minimum requirements, unless stated otherwise.

1.300 - Amendments to Code of Ordinances

The Heritage Ranch Community Services District Code of Ordinances may be amended whenever the Board of Directors determines that public necessity, convenience, or welfare require. Any such amendments to this Code shall be initiated and processed in a manner consistent with the requirements of the Board of Directors, with a public hearing on such amendments conducted by the Board.

1.400 - Damage to District Property

It shall be unlawful and a violation of this Code for any person to willfully or carelessly destroy, damage, disturb, deface, or interfere with any water/sewer system facilities, water meters and equipment, vehicles, equipment, building, structure, sign, notice, or any other property whatsoever under the ownership or jurisdiction of the District.

1.500 - Claims

All claims for money or damages against the District that are exempt from the Tort Claims Act under Government Code Section 905, and that are not governed by any other statute or regulation expressly relating to such claim, shall be presented to the District within the time limitation and in the manner set forth in Government Code section 910 through 915.4.

- A. When a claim required by this Ordinance to be presented within a period of less than one year after the accrual of the cause of action is not presented within the required time, an application for leave to file a late claim may be made and processed in accordance with Government Code sections 911.4(b), 911.6 to 912.2, and 946.6. A late claim also shall be subject to Government Code section 946.4. (Government Code 935(e)).
- B. Claims shall be subject to the provisions of Government Code section 945.4 relating to the prohibition of lawsuits until the presentation of and action on a claim. No lawsuit for money or damages may be brought against the District on a cause of action for which a claim is required to be presented in accordance with this ordinance until a written claim has been presented to the District and has been acted upon by the District Board, or has been deemed to have been rejected by the District Board, in accordance with the procedures at Government Code sections 910 through 915.2. (Government Code 935(b)).
- C. Any lawsuit brought against the District on a claim subject to this Ordinance shall be subject to the provisions of Government Code sections 945.6 (lawsuit filing limitations) and 946 (lawsuit barred after claim allowed in full or part). Any lawsuit against the District on a claim subject to this ordinance must be commenced within the time limitations of Government Code section 945.6.

1.600 - Severability

If any chapter, section, subsection, paragraph, subparagraph, sentence, clause, phrase, or portion of this Code is for any reason held to be invalid, unconstitutional, or unenforceable, such decisions shall not affect the validity of the remaining portions of this Code. It is hereby declared that this Code and each chapter, section, subsection, paragraph, subparagraph, sentence, clause, phrase, and portion thereof would have been adopted irrespective of the fact that one or more of such portions of this Code be declared invalid, unconstitutional or unenforceable.

TITLE 2 – BOARD OF DIRECTORS AND ADMINISTRATION

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2.000 - Board of Directors

The District Board shall consist of five Directors, all of who shall be registered electors residing within the District and all of whom shall be elected at large.

2.010 - Election of Director

A general District election shall be held on the first Tuesday after the first Monday in November in each even numbered year to choose a successor for each elective officer. The provisions of the Uniform District Election Law (Part 4 of the Division 10 commencing with Section 10500 of the Elections Code) shall govern all general District elections.

2.020 - Term of Office

The term of office of each Director of the District shall be four (4) years and the term of office will expire on the first Friday in December following the election.

2.030 - Vacancies

Any vacancy in the office of Director may be filled by appointment by the remaining Directors elected pursuant to the provisions of Section 1780 and 61042 of the Government Code.

2.040 - Recall

Every incumbent of the office of Director, whether elected by popular vote for a full term or appointed, may be recalled by the voters in accordance with the recall provisions of the Uniform District Election Law.

2.050 - Compensation and Expenses

Directors shall receive \$100.00 a day for a District Board, Committee, or any other meeting attended for the purpose of conducting District business or potential business. Maximum daily stipend is \$100.00, and maximum monthly stipend is \$600.00 for attending said meetings. In addition to any stipend received pursuant to this section, Directors shall be allowed any actual and necessary expense incurred in the performance of their duties per standard District reimbursement procedures.

2.100 - Board Officers

The officers of the District shall be a President, a Vice President, a Secretary, a Treasurer, a Manager, and such other officers as may be prescribed by the Board from time to time to perform such duties as may be designated by the Board. The offices of General Manager, Secretary and Treasurer may be consolidated into one. The President shall be a member of the Board, but neither the Secretary nor the Manager may be a member of the Board.

2.110 - Officer Election and Term of Office

The President and Vice President of the Board shall be elected by the members of the Board for a one-year term pursuant to a rotation policy. The election shall be held at any time during the first regular meeting following the date members of the Board are eligible to assume office following the general District election. The Manager, Secretary, and Treasurer shall serve at the pleasure of the Board.

2.120 - President

The President shall

- A. Be the principal executive officer of the District and, unless otherwise determined by the members of the Board, shall preside at all meetings of the Board, and
- B. May sign deeds, notes, bonds, contracts or other instruments authorized by the Board to be executed, except in cases in which the signing and execution thereof shall be expressly

designated by the Board to some other officer or agent of the District or shall be required by law to be otherwise signed or executed and,

- C. Shall perform in general all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

2.130 - Vice President

The Vice President shall in the absence of the President, assume the duties and powers of the President. In the absence of the President and the Vice President, at any meeting, a President pro tempore may be selected to assume the duties and powers of the President.

2.140 - Secretary

The Secretary shall:

- A. Cause minutes of the meetings of the Board to be kept in one or more books provided for that purpose, and
- B. See that all notices are duly given as required by law, and
- C. Be custodian of the District records and of the seal of the District and affix the seal of the District to documents, the execution of which is on behalf of the District under its seal is duly authorized, and
- D. Perform in general all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board.

2.150 - Treasurer

The Treasurer shall see that all funds and securities of the District are deposited with the District's depository and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board.

2.160 - Manager

The Manager shall be responsible for the overall management of the affairs of the District and shall perform such duties as from time to time may be assigned to him by the Board.

2.170 - Officer Compensation

The Manager and Secretary shall each receive the compensation determined by the Board. The Board may employ, fix the compensation of and prescribe the authorities and duties of other officers necessary or convenient for the business of the District.

2.180- Bonds

The Manager, Secretary, Treasurer and any other officer or agent of the District charged with the responsibility for the custody of any of its funds or property shall give bond in the sum and with such surety as the Board may determine.

2.200 - Board of Directors Regular Meetings

Regular meetings of the Board of Directors will be held at the District Office at 4870 Heritage Road, Village of Heritage Ranch, San Luis Obispo County, on the third Thursday of each month at 4:00 p.m., unless canceled by the President of the Board. All regular and special meetings and cancellations of regular meetings shall be properly noticed to the public per existing state law or District policy as may be amended from time to time. (California Government Code Section 54954 et. seq.)

2.205 - Agenda

The District Manager shall be responsible for preparing the agenda for Board meetings and seeing that it is posted at the District office in a location freely accessible to the public no later than 72

hours before each regular meeting. The agenda shall specify the time and location of the meeting and contain a brief general description of each item of business to be transacted or discussed at the meeting (Government Code section 54954.2.). Any member of the Board may request the District Manager to place an item for discussion or action on the agenda. In order to allow sufficient time to prepare the agenda and back-up materials, the deadline for adding items to the agenda for a regular meeting shall be at 4:00 p.m., on the first Thursday of the month.

2.210 - Authority to Act on Matters not on the Agenda

The Board shall take no action on any item not appearing on the posted agenda, except under the following conditions: (a) upon a determination by a majority of the Board that an emergency situation exists, which involves matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, including work stoppages or other activity which severely impairs public health, safety, or both, as determined by a majority of the members of the Board, or crippling disaster which severely impairs public health, safety, or both, as determined by a majority of the members of the Board. (b) Upon a determination by a two-thirds vote of the Board, or, if less than two-thirds of the Board members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the District subsequent to the agenda being posted. (c) The item was posted pursuant to 2.205 for a prior meeting of the Board occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken. (Government Code section 54954.2.)

2.215 - Availability of Meeting Agendas and Staff Reports

Agendas and staff reports for Board of Directors' meetings are available to the public for review at the District Office. Agendas may be mailed, emailed or faxed to the public as they are published. The District may charge a fee for mailing of agendas and agenda packets. (Government Code Section 54954.1) . To obtain an agenda subscription or a copy of a staff report contact the District Office at (805) 227-6230.

2.220 - Quorum Requirements

A majority of all the members of the Board shall constitute a quorum for the transaction of business. (Government Code Section 61045.)

2.225 - Majority Vote

A majority of all the members of the Board shall be required to approve any ordinance, resolution or motion, unless a different voting requirement to approve a particular action is specified under State Law. (Government Code Section 61045.)

2.230 - What Constitutes an Affirmative Vote

Unless a Board member is not voting because of a conflict of interest, a Board member who is present shall be deemed to have voted in the affirmative on a matter unless the Board member votes against the measure by casting a "no" vote. When calling for the vote on a motion, the President of the Board shall normally ask if there is any opposition, since the remaining members present will be deemed to have voted in the affirmative unless they are not voting due to a conflict of interest.

2.235 - Record of Vote

Except where action is taken by the unanimous vote of all directors' present and voting, the ayes and noes taken upon the passage of all ordinances, resolutions or motions shall be entered upon the minutes. (Government Code section 61045).

2.240 – Ordinances

The enacting clause of all ordinances passed by the Board shall be: "The Board of Directors of the Heritage Ranch Community Services District ordains as follows;" (Government Code sections

61060 and 25120). All ordinances shall be signed by the President or chairperson of the Board and attested by the Board Secretary or clerk. (Government Code Section 25121).

2.245 – Motions

The three steps for bringing a motion before the Board are: (a) a member makes a motion; (b) another member seconds the motion; and (c) the President restates the motion and asks for any further discussion. While normally only one motion can be considered at a time and a motion must be disposed of before any other question is considered, (a) a motion may be amended before it is voted on, either by the consent of the members who moved and seconded, or, (b) a motion may be tabled before it is voted on by motion made to table, which is then seconded and approved by the Board. Any member of the Board, including the President, may make or second a motion.

2.250 - Conflict of Interest

If a member of the Board believes he or she may be disqualified from participation in the discussion, deliberations, or vote on a particular matter due to a conflict of interest, the following procedure shall be applicable: (a) if the Board member becomes aware of the potential conflict of interest before the Board meeting at which the matter will be discussed or acted on, the Board member shall notify the District Manager of the potential conflict of interest, so that a determination can be made whether it is a disqualifying conflict of interest; (b) if it is not possible for the Board member to discuss the potential conflict with the District Manager before the meeting, or if the Board member does not become aware of the potential conflict until during the meeting, the Board member shall immediately disclose the potential conflict during the Board meeting, so that there can be a determination whether it is a disqualifying conflict of interest; and, (c) upon a determination that there is a disqualifying conflict of interest, the Board member shall not participate in the discussion, deliberations or vote on the matter for which a conflict of interest exists. In such a case, the Board minutes shall state: "Due to a potential conflict of interest, Director _____ did not participate in the discussion, deliberation, or vote on this matter."

2.255 - Consent Agenda

The District Manager may list on the agenda a "consent agenda", which shall consist of routine matters on which there is generally no opposition or need for discussion. Examples of consent agenda items might include approval of minutes, financial reports, and Manager's report. Any matter may be removed from the consent agenda and placed on the regular agenda at the request of any member of the Board. The entire consent agenda may be approved by a single motion made, seconded and approved by the Board.

2.260 - Oral Information Reports

Any member of the Board may make an oral report for the purpose of informing the Board of any matter of interest to the District. The Board may also call on the District Manager, District staff, District engineer, or District legal counsel for oral informational reports on matters not on the agenda. Unless the Board makes one of the determinations required under Section 2.210, there shall be no discussion or action on matters covered in such oral reports.

2.265 - Public Comment

Every agenda for a regular meeting shall provide an opportunity for members of the public to directly address the Board on items of interest that are within the subject matter jurisdiction of the Board and which do not appear on the agenda. The Board may discuss, but not take action on, any matter raised during the public forum, unless the Board first makes one of the determinations set forth in Section 2.210. It is the general policy of the Board to refer complaints and concerns from members of the public to the District Manager for investigation and resolution, if appropriate. In order to facilitate the meeting and public participation during the public forum session of the meeting, the Board may limit the total amount of time allocated for public comment on a particular issue (ten minutes shall be standard) and may limit the time allocated for public comment by an individual speaker (three minutes or less shall normally be standard).

2.270 - Public Hearings

The procedure for conducting public hearings during a meeting of the Board shall be as follows: (a) no sooner than the time set for the public hearing, the President of the Board shall declare the public hearing open; (b) the President shall ask the District Manager whether notice of the public hearing has been given in the manner required by law; (c) the District Manager shall present a staff report concerning the subject of the hearing; (d) the President shall ask whether any members of the Board have any questions of the District Manager; (e) the President shall ask the District Manager whether any written comments on the subject matter of the public hearing have been received; (f) the President shall ask whether any members of the public wish to present written or oral comments on the subject of the public hearing; (g) in its discretion, the Board may set time limits on the amount of time an individual speaker is allowed to comment orally during the public hearing; and, (h) following the close of presentation of comments, the President shall declare the public hearing closed. The Board may continue a public hearing from time to time.

2.275 - Special Meetings

A special meeting may be called at any time by the President or by a majority of the members of the Board, by delivering written notice to each member and to each newspaper, and radio or television station requesting notice in writing. Such notice shall be received at least 24 hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meeting. The written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the District Secretary a written waiver of notice. Waiver may be given by telegram. Such written notice may also be dispensed with as to any member who was actually present at the meeting at the time it convenes. The call and notice must also be posted at least 24 hours before the meeting in a location freely accessible to the public. (Government Code section 54956).

2.280 - Closed Sessions

A closed session may be held on any subject authorized under the Ralph M. Brown Act. The authority for a closed session must be included in the agenda. (Government Code Sections 54956.8, 54956.9, 54957, and 54957.6.) The Board shall not keep minutes of its closed sessions. (Government Code section 54957.2.)

Prior to holding a closed session to discuss pending litigation, the Board shall state publicly whether the closed session is being held under subdivision (a) or (b) of Government Code section 54956.9, and the title of the proceeding, if applicable, unless to do so would jeopardize the District's ability to effectuate service of process or its ability to conclude settlement negotiations to its advantage. (Government Code section 54956.9.)

Prior to holding a closed session to meet with its real estate negotiator, the Board shall identify in open session the real property which the negotiations may concern and the persons with whom its negotiator may negotiate. (Government Code section 54957.1.)

Prior to holding a closed session to meet with its labor negotiator, the Board shall identify in open session the negotiators for the District. (Government Code section 54957.6.)

2.285 - Adjournment

A meeting of the Board shall be adjourned by (a) loss of a quorum, (b) motion made, seconded and approved to adjourn the meeting, or (c) by declaration of the President that the meeting is adjourned when the agenda has been completed and there is not further business to come before the Board. A regular or special meeting of the Board may be adjourned to a specific day and time (a) by motion made, seconded and approved, (b) by approval of less than a quorum if a quorum is not present, or (c) by the District Secretary if all members are absent from any regular or adjourned regular meeting. (Government Code section 54955.)

2.300 - Conflict of Interest Policy

The public judges its government by the way public officials and employees conduct themselves in the posts to which they are elected or appointed. The people have a right to expect that every official and employee will conduct himself in a manner that will tend to preserve public confidence in and respect for the government he represents. Such confidence and respect can best be promoted if every official and employee, whether paid or unpaid, and whether elected or appointed, will uniformly treat all citizens with courtesy, impartiality, fairness and equality under the laws and avoid both actual and potential conflicts between their private self interests and the public interests.

No employee shall grant or make available to any person any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to residents and landowners within the District at large. No employee shall request, use or permit the use of any District owned or District supported property, vehicle, equipment, labor or service which is not the general practice to make available to residents and landowners within the District at large, or which is provided as a matter of stated policy for the use of employees in the conduct of official business.

2.310 - Contractual Conflicts of Interest

Neither any member of the Board, nor any officer or employee of the District, shall be financially interested in any contract made by them in their official capacity, nor shall they be purchasers at any sale nor vendors at any purchase by them in their official capacity. Members of the Board and officers and employees of the District shall observe and comply with all of the provisions of Article 4 of Chapter 1 of Division 4 (commencing with Section 1090) of the Government Code.

2.320 - Economic Conflicts of Interest

All members of the Board and officers of the District shall observe and comply with all applicable state laws and regulations including but not limited to Section 87100 et al. of the California Government Code.

2.330 - Gifts and Favors

No member of the Board or officer or employee of the District shall accept any gift, whether in the form of money, thing, favor, loan or promise, that would not be offered or given to him or her were not a member of the Board or official or employee of the District

2.340 - Confidential Information

No member of the Board or official or employee of the District, without prior formal authorization from the Board, shall disclose any confidential information concerning any person.

2.350 - Filing

All members of the Board, District legal counsel, District engineer, and the General Manager shall file a Statement of Economic Interest and a Disclosure Statement with the County Clerk Recorder as required pursuant to Sections 87200 and 87500 of the Government Code.

2.400 - Procurement

2.410 - Formal Bidding

All contracts for the construction of any unit of a District work of improvement or purchase of materials or supplies estimated to cost in excess of \$25,000 shall be let by the Board to the lowest responsible bidder after competitive bidding. The Board shall have the right to reject any and all bids in which case the Board may call for new bids. (Public Contract Code section 20682)

2.420 - Force Account

The District may construct or complete any building, structure, or improvement with its own forces or by contract without formal bidding when the cost does not exceed \$25,000. (Public Contract Code section 20682)

2.430 - Emergency Work

Where the work of improvement consists of emergency work necessary in order to protect life and property, the Board may, by Resolution, declare that an emergency exists and direct the work be done, regardless of costs, by force account or contract without first calling for bids. If the nature of the emergency requires that the work be done before a special meeting of the Board can be held, the Manager may arrange for such emergency work to be done by force amount or contract (Public Contract Code section 22050)

2.440 - Board Approval

All contracts for the construction of any unit of a District work of improvement or for the purchase of any unit of a District work of improvement or for the purchase of materials, supplies and services in connection therewith, shall be approved by the Board and signed by the President and Secretary.

2.450 - Purchases not Requiring Bids

The provision of this section shall not apply to the purchase of material, supplies, equipment, and services for use in the construction of any unit of a District work of improvement; the payment of utility bills; insurance premiums for liability, property damage, errors and omission; for repair of vehicles and equipment; for contracted services for water purchases and for the purchase of gasoline and/or diesel fuel for either internal use or for retail sale.

- A. Purchasing Agents: The General Manager, Operations Manager, and Office Supervisor shall act as the purchasing agents for the District in connection with obtaining material, supplies, and service.
- B. Requisitions: Staff shall submit a requisition for any required supplies, equipment, or services on a form approved by the Manager.
- C. Comparative Pricing or Competitive Bidding: If the requisition is approved by the General Manager, the General Manager shall seek the most favorable terms and price for the approved requisition either through comparative pricing or competitive quotes, whichever method the General Manager deems most appropriate in the circumstances.
- D. Purchase Order: Once the General Manager has determined the most advantageous price or quote, as the case may be, for the requisition he shall issue a purchase order which shall constitute the formal offer of the District to purchase the item or procure the service for the price and on the terms indicated therein.
- E. Limitations of the General Managers Authority: The General Manager may issue purchase orders and/or warrants up to \$499 with the countersignature of the Office Supervisor. The General Manager and Office Supervisor may issue purchase orders and/or warrants for \$500 or more with the countersignature of a Board member. The General Manager shall not issue purchase orders without first obtaining Board approval of any requisition for capital items in excess of \$1,000.
- F. Recurring Obligations: Requisitions and purchase order shall not be required for materials, supplies and services of a recurring nature, the cost of which is not subject to negotiation and is fixed by tariff or regulation such as utility service; nevertheless, the Board shall approve all contracts for such material, supplies and services prior to the execution thereof.
- G. Board Approval: If the purchase of materials, supplies, and services requires the execution of a formal contract, such contract shall be approved by Board and executed by the President and Secretary.

TITLE 3 - FEES, ASSESSMENTS AND OTHER CHARGES

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3.000 - Establishment of Fees and Charges

The fees, assessments and other charges established by this chapter and specifically Section 3.900 - Fee Schedule, shall apply to every lot or parcel of land as shown on a proposed or approved tentative map or final map within the boundaries of the District and every person using the services or facilities of the District. All fees and charges may be revised by the Board of Directors.

3.100 - Definitions and Applicability of Fees

This Section defines the terms and phrases as they are used for applying fees in this chapter.

Application. The new application for water and/or sewer service.

Change of ownership. The transfer of a present interest in the property, and a transfer of the right to beneficial use thereof, the value of which is substantially equal to the value of the fee interest, regardless of whether such transfer is voluntary, involuntary, or by operation of law, court order, grant, gift, devise, inheritance, trust, contract of sale, addition or deletion of an owner, property settlement, or any other means.

Capacity Charges. Charges assessed for existing or future capital improvements, for facilities in existence at the time the charge is imposed or charges for new facilities to be constructed and operated in the future which are of benefit to the person or property being charged. Capacity Charges shall apply to the expansion, extension, and/or increased utilization of any service connection where use of the service or demand on the District's system increases.

Hookup Fees. All fees and charges, but not including Capacity Charges, to reimburse the District for its actual costs of connecting a user of water or sewer services to the District's water or sewer system.

Date of presentation. The date upon which a bill of notice is mailed or delivered personally to the customer.

Depositor. A person, firm, corporation or agency paying cash to the District to guarantee payment for water and/or services to be received from the District.

Normal working hours. The normal working hours of the District shall be defined as Monday through Friday 7:30 a.m. to 4:00 p.m. and excluding any observed holidays.

Rate and fee schedules. The effective rates, fees, rentals, charges, and regulations, as set forth by the District.

Retail sales fees. All goods and supplies for resale.

Period. For purposes of assessing charges, a period shall be used to mean a complete period or any fraction thereof. As utilized in Section 3.900, period shall refer to any one of the following:

Day. A day shall be used to mean any twenty-four (24) hour period of time or portion thereof, commencing when the service is first conducted.

Hour. An hour is a sixty-minute period of time billed in fifteen (15) minute increments unless a minimum has been specified in Section 3.900.

Month. A month shall mean any calendar month. For the purposes of calculating prorated daily charges, a month shall be thirty (30) days; a prorated day is the charge divided by thirty.

Year. A year, for purposes of this chapter is intended to be from July 1, to June 30 unless otherwise stated as a calendar year.

3.200 – Billing

Customer fees for water and sewer-services will be combined into one bill and will be rendered monthly.

3.210 - Opening and Closing Bills

Opening bills rendered for periods smaller or greater than one month will be prorated. For opening bills rendered for periods smaller or greater than one month, the minimum will be prorated with the usage charged per HCF. Both opening and closing bills will be for not less than the monthly minimum charge, prorated for the number of days the account was active. Closing bills shall be processed from a final read on the meter at the time service is terminated.

3.220 - Payment of Bills

Bills are due and payable upon delivery to the customer. Payment may be made at the District's office, to an authorized collector, or by US Mail. When bills are delinquent, the District may demand that the full amount of both delinquent and current bills be paid in full. If service is to be discontinued, closing bills are due and payable by the date on the bill.

3.230 - Change of Ownership Bills

It is the premise owner's responsibility to notify the District when a change of ownership occurs. Upon change of premises ownership, the previous user shall be responsible for all District rates, charges, and fees incurred up to the date of transfer of ownership, and the new user shall be responsible for all District rates, charges and fees after that date. If the District is not given notice of the date of the change of ownership, the District shall read the water meter and allocate the service charges to the previous owners from the date notice is given for the service period in question. All charges from that point forward will be allocated to the current owner.

3.240 - Minimum Bills

Upon initial connection of service, each user shall thereafter pay a minimum charge as established in Section 3.900 regardless of the amount of actual usage, except where existing services are connected to property not yet improved in such a manner that it could be immediately used for residential or business. In the latter instances, solid waste fees shall not be assessed except where otherwise approved by the Board.

3.250 - Billing of Separate Meters not Combined

Each water meter on customer's premises will be considered separately and the readings of two or more meters will not be combined, unless the District's operating convenience requires the use of more than one meter, or of a battery of meters. The minimum monthly charge for such combined meters will be based on the diameter of the total combined discharge areas of the meters.

3.260 - Meter Reading

Meters will be read at **monthly** intervals on or around the **1st** day of the month for the preparation of regular bills, and as required for the preparation of opening bills, closing bills and special bills. Billing periods containing less than **thirty** (30) days will be prorated.

- A. It may not always be possible to read meters on the same day of each period.
- B. Where a meter cannot be read without undue difficulty because of an obstruction, the customer will be notified and requested to correct the condition. The District has the right to discontinue the service if the condition is not corrected and/or estimate water usage for billing purposes. Where service is turned off for such cause, the District may require payment of a turn-on charge pursuant to Section 3.900 before restoring service.

3.270 - Disputed Bills

To dispute a bill, a customer must contact the District and provide in writing all available evidence. Should the customer not pay the disputed bill by the due date, the District will notify the customer in writing:

- A. That in lieu of paying the disputed bill he/she may deposit with the District the amount claimed due in cash or check made payable to the Heritage Ranch Community Services District.

- B. That upon receipt of a deposit, the General Manager will investigate the matter, advise the customer of his/her findings, and dispose of the deposit in accordance therewith.
- C. That service will not be discontinued pending the outcome of the General Manager's investigation provided that subsequent bills are paid or deposited with the District.
- D. That failure of the customer to make such deposits within ten days after the date of notification will warrant discontinuance of his service without further notice in accordance with Section 3.820 or 3.830 below.

3.280 – Automatic Payment of Bills

A customer may submit a written application to have their water and sewer bills automatically paid to the District through electronic deductions from their bank account. The automatic payment application must be made to the District in writing on the District's form, by the property owner or his/her authorized agent. Customers shall provide a voided check from the account that automatic payment will be deducted from.

For reference purposes, the District will deliver monthly bills to customers that have elected automatic payment, except that the bills will be marked Do Not Pay – Paid by Automatic Draft. Any customer dispute of the billing amount must be made to the District within 13 days of the billing date. Approximately on the 15th of the month, the District will process the automatic payment and deduct the billing amount from the customer's account. Customers shall notify the District if there are any changes to their account that may affect the electronic payment of bills. If a customer's account has insufficient funds to pay the bill, the District shall notify the customer and may terminate the automatic payment option and collect on the bill pursuant to Section 3.800. Automatic payments of bills may be terminated by the customer for any reason upon 10-day notice to the District.

3.290 – Prepayment of Bills

A customer may submit a written request to prepay water and sewer bills to the District. The District will estimate prepayment amounts for the time period requested. Actual charges may be more or less than the estimate and will depend on actual water usage and rate adjustments. The District shall determine actual charges incurred during the prepayment period and if actual charges incurred exceeds the amount prepaid to the District, the District will bill the customer for the excess. In the event the actual charges are less than the amount prepaid, the District will credit the customer's account for the difference or if the account is closed a refund will be mailed.

3.300 – Standby Assessments

A standby or availability charge will be assessed each year for water and/or sewer service availability for all parcels within the boundaries of the District. The standby charges shall be used to fund debt repayment, maintenance, repair, and replacement of water and sewer facilities. Government Code Section 54984, et. al. provides the authority to impose this charge.

3.310 - Initiate Standby Charges

The Board shall adopt a resolution to initiate proceedings to fix a standby charge. The resolution shall contain all of the following information:

- A. A statement that the report of a qualified engineer is on file with the District and that a standby charge is proposed based upon the report. The report shall include all of the following:
 - (1) A description of the charge and the method by which it will be imposed.
 - (2) A compilation of the amount of the charge proposed for each parcel subject to the charge.
 - (3) A statement of the methodology and rationale followed in determining the degree of benefit conferred by the service for which the charge is made.
 - (4) The other factors listed in Government Code Section 54984.2.

- B. A description of the lands upon which the charge is to be imposed. Assessor parcel numbers shall constitute sufficient description for this purpose.
- C. The amount of the charge for each of the lands so described.
- D. The date, time, and place upon which the Board will hold a public protest hearing regarding the imposition of the charge and notice that the Board will hear and consider all objections or protests, if any, to the proposed charges.

3.320 – not used

3.330 – Hearing

(a) The local agency shall comply with the notice, protest, and hearing procedures in Section 53753.

(b) In the absence of a majority protest, as defined in subdivision (e) of Section 53753, the governing body of the local agency may determine to fix the charge.

If the procedures set forth in Section 54984, et. al. at the time a charge was established were followed, the governing body may, by resolution, continue a charge pursuant to Section 54984.2 in successive years at the same rate. If new, increased, or extended assessments are proposed, the governing body shall comply with the notice, protest, and hearing procedures in Section 53753.

3.340 - Fix Standby Charges

On or before July 1 of each year the Board shall adopt a resolution to fix standby charges.

3.350 – Standby Charges Collection

After the making of a final determination pursuant to Section 54984, et. al. the Board shall cause the standby charges to be collected at the same time, and in the same manner, as is available to it under applicable law.

3.400 – Capacity Charges

All applications requesting a new water and/or sewer connection to the main lines shall pay in advance to the District a Capacity Charge as outlined in Section 3.900. Any relocations of service lines exceeding ten feet in length may be required to pay a new Capacity Charge. Any change in water service size or sewer use are required to pay a new Capacity Charge less a credit for the previously paid Capacity Charge. Capacity Charges shall be used to defray the cost of upgrading District water and sewer facilities.

3.500 – Hookup Fees

Hookup Fees for the installation of water meters and inspection of sewer laterals will be charged for all new service connections as outlined in Section 3.900. Any relocation of a water meter may require additional Hookup Fees. Any change in water service meter size may require both an additional Hookup Fee and Capacity Charge as determined by the General Manager. Hookup Fees shall be used to defray the actual costs of the meters, equipment, inspection, and installation.

3.600 - Service Call Response Fee

Whenever District staff responds to a customer's premises for a service call made by the customer, or an agent or representative acting on behalf of the customer, concerning District water or sewer service, the customer shall pay to the District a service call response fee. For service calls made outside of normal working hours, the labor charge will be multiplied by 1½ as an overtime premium per Section 3.900. The District may collect the service call response fee together with the regular charges for District services and may be billed upon the same bill and collected as one item, or the service call response fee may be collected in any other manner provided by statute or District ordinance.

3.610 - Service Call Response Fee - Exceptions

There shall be no service call response fee for emergency response, for responses concerning facilities owned by the District, or for service calls necessitated by the District's operation of its facilities. For purposes of this Section, an "emergency response" means an unforeseen circumstance or combination of circumstances that calls for immediate action in order to avoid loss of property and/or injury or death to persons.

3.700 - Request for Information

For the purpose of providing copies of specifically identified documents which require no time to locate or research, the charge shall be pursuant to the current Fee Schedule outlined in Section 3.900. For time used in searching for or preparing legal or other documents an hourly labor charge shall be assessed based on total District staff time required in complying with the request. The labor fee is outlined in Section 3.900. If District Counsel or Engineer involvement is required, then the hourly rate established by Counsel or Engineer for such services shall be charged in addition to the aforementioned charges. This Section does not apply to copies of meeting agendas, budgets, or other documents provided free of charge at the direction of the Board.

3.710 - Deposit

Upon receipt of a written request for information or material the General Manager or his designated representative shall determine the estimated time and associated cost to comply with the request and a full deposit shall be made by the applicant prior to the start of any work.

3.720 - Additional Charges and Credits

If during the course of processing the request, it is determined that the cost of processing will be in excess of the amount deposited, the applicant shall be notified and will deposit an additional amount as requested before any further processing work will be done. If upon completion of processing the costs for services are less than the amount deposited, the District shall refund the difference between the amount deposited and the actual costs incurred upon written request by the person or agency making such request.

3.800 – Collections

The General Manager, or his/her designated representatives have the authority to collect assessed charges or fees, interest and penalties in accordance with the provisions of this Code and any resolution adopted pursuant to this Code. Delinquent accounts may be turned over to a collection agency and/or court action may proceed.

3.810 - Accounts Receivable

- A. Account due dates. All water and sewer services are billed in arrears and the accounts are due upon presentation irrespective of whether the bill is received by the user. Accounts are not overdue until the date specified on the bill.
- B. Full payment required. All account balances will be paid in full before the District will authorize transfer of water or sewer permits.
- C. Check handling. No post-dated checks will be accepted, nor will the District hold any checks for future deposit. Returned checks will be charged at the rate established in Section 3.900. If checks of any customer are returned for insufficient funds or closed account more than once in a two-year period, payment in cash or by cashier's check, or money order only may be required unless the customer submits a letter from his or her bank stating that the returned check was as a result of a bank error. Passing a bad check with intent to defraud is a crime. Failure to pay upon demand is considered presumptive evidence of knowledge of the insufficiency of funds. Bad checks may be forwarded to the District Attorney's Office for purposes of prosecution. (California Penal Code Section 476a, 476a(c))
- D. Charges, payment in advance. Payment for new water or sewer connection and/or hookup fees must be made in advance of undergoing procedure or receiving service.

3.820 - Overdue Accounts – Non-residential

- A. Accounts are overdue if not paid in full by 4:00 p.m. on the 25th day following the month or months in which the service was provided.
- B. Accounts will be assessed a 10% penalty on the overdue balance if not paid by the due date.
- C. The following collection procedures will be initiated on all overdue accounts:
 - (1) An overdue bill shall be mailed to the billing address of record. Customer must bring account current within 10 days (Government Code Section 60370 et. seq.).
 - (2) If overdue payment is not received within the ten-day period, a fee pursuant to the current Fee Schedule will be imposed, and a 48-hour notice will be placed at the premises notifying the customer that full payment on account is due within 48 hours of the date of the notice (Government Code Section 60370 et. seq.).
 - (3) The District will disconnect a customer's water service in the event the account is not paid in full within the 48-hour overdue notice and a fee pursuant to the current Fee Schedule will be assessed to all accounts that are disconnected for nonpayment and then reconnected at a later date after payment has been made. The disconnection date will be determined by the District.
 - (4) A fee pursuant to the current Fee Schedule will be assessed for all after normal work hour reconnections. Reconnection will only occur once payment has been received for the overdue bill, penalties and any fees incurred.
 - (5) Accounts may be sent to a collection agency for recovery of all overdue balances and penalties.
 - (6) Impose a 40% account reactivation fee for all accounts that are sent to the collection agencies and are then paid by the user and reconnected for service.
 - (7) Lien procedures on the real property in which service was received may be initiated on all accounts that remain overdue and all other collection procedures fail.

- D. Amortization Agreement. The District will approve an amortization agreement for an overdue account upon the certification of a licensed physician that disconnection of a customer's water supply will be life threatening to the customer and the customer is unable to pay for services within the normal payment period. The amortization agreement must be requested by the customer for charges owed. The amortization agreement shall not exceed a 12-month period. All normal charge must be kept current by the customer during the amortization period.
- E. Court Action. The District may initiate litigation for the collection of overdue accounts if approved by the Board. All court costs and attorney fees that may be approved by the courts will be added to the overdue account balance.
- F. Collection on Tax Roll. The District may elect to have any or all District's rates, charges, and fess, including any overdue fees, collected on the Tax roll in the forthcoming fiscal year as provided in California Government Code Section 61115 et seq.
- G. Partial payment plans for overdue accounts may be authorized by the General Manager or by the Board.

3.830 - Overdue Accounts – Residential

A. Purpose

This policy has been established to comply with Senate Bill 998, known as the "Water Shutoff Protection Act" and approved by the Governor on September 28, 2018.

B. Effective Date

This policy shall be effective on April 1, 2020.

C. Published Languages

This policy and written notices required in this policy shall be available and published in English, the languages listed in Section 1632 of the Civil Code, which includes Spanish, Chinese, Tagalog, Vietnamese, and Korean, and any other language spoken by at least 10 percent of the people residing in the District's water service area.

D. Requirements Precedent to Discontinuing Water Service

- (1) The District shall not discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. No less than seven business days before discontinuation of residential service for nonpayment, the District shall contact the customer named on the account by telephone or written notice.
- (2) When the District contacts the customer named on the account by telephone pursuant to subparagraph (A), staff shall offer to provide in writing to the customer this policy. District staff shall offer to discuss options to avert discontinuation of 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) When the District contacts the customer named on the account by written notice pursuant to subparagraph (A), the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:

- (i) The customer's name and address.
- (ii) The amount of the delinquency.
- (iii) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service, which shall be 60 days from the date that the bill became delinquent unless extended by the discretion of the General Manager.
- (iv) A description of the process to apply for an extension of time to pay the delinquent charges.
- (v) A description of the procedure to petition for bill review and appeal.
- (vi) 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.

E. Good Faith Noticing Requirements

- (1) 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 other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the District's policy for discontinuation of residential service for nonpayment.
- (2) If an adult at the residence appeals the water bill to the District or any other administrative or legal body to which such an appeal may be lawfully taken, the District shall not discontinue residential service while the appeal is pending. Appeal rights are established in District Ordinance Section 3.270.

F. Prohibition Against Discontinuing Residential Water Service

- (1) The District shall not discontinue residential service for nonpayment if all of the following conditions are met:
 - (i) The customer, or a tenant of the customer, submits to the District the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.
 - (ii) The customer demonstrates that he or she is financially unable to pay for residential service within the District's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the District's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.
 - (iii) The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment with respect to all delinquent charges.
- (2) If the conditions listed above are all met, the District shall offer the customer one or more of the following options:
 - (i) Amortization of the unpaid balance.
 - (ii) Participation in an alternative payment schedule.

- (iii) A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.
 - (iv) Temporary deferral of payment.
- (3) The General Manager is authorized to determine which of the payment options described in paragraph (B) the customer undertakes and may set the parameters of that payment option provided that the repayment of any remaining outstanding balance occurs within 12 months, and further provided that the General Manager may only approve a partial or full reduction of the unpaid balance if that reduction can be funded with property tax revenues that the District Board of Directors has approved and transferred into the Water Fund budget explicitly for the purpose of doing so.
- (4) Residential service may be discontinued no sooner than 5 business days after the District posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:
- (i) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.
 - (ii) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.

G. Restoration of Water Service

- (1) An urban and community water system that discontinues residential service for nonpayment shall provide the customer with information on how to restore residential service. For a residential customer who demonstrates to the District that the household income is below 200 percent of the federal poverty line, the District shall do both of the following:
- (i) Set a reconnection of service fee for reconnection during normal operating hours in an amount that does not exceed fifty dollars (\$50), or the actual cost of reconnection if it is less. For the reconnection of residential service during nonoperational hours, the District shall set a reconnection of service fee that does not exceed one hundred fifty dollars (\$150), or the actual cost of reconnection during nonoperational hours if it is less. The maximum amount of \$50 for reconnection during operational hours and \$150 during nonoperational hours shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. The District shall use the average of the Los Angeles area and San Francisco area for determining the increase in the Consumer Price Index.
 - (ii) Waive interest charges on delinquent bills once every 12 months.
- (2) An urban and community water system shall deem a residential customer to have a household income below 200 percent of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

H. Services Involving Landlord-Tenant Relationships

- (1) If the District furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record,

the District shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

- (2) The District shall not make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the District's ordinances, resolutions, rules and regulations. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the District, including requirements which may include but not be limited to payment of a deposit of \$120 and completion of a District application for service so that the General Manager, or designee, can evaluate whether the District is satisfied that the residential applicants can meet the terms and conditions of service, or if there is a physical means legally available for the District to selectively terminate service to those residential occupants who have not met the requirements of the District's, the District shall make service available to those residential occupants who the District is satisfied can meet the terms and conditions of service.
- I. Reporting Requirements – The District shall annually report the number of discontinuations of residential service for inability to pay on the District's Internet Web site and to the State Water Resources Control Board.
 - J. Limitations of this Policy - Nothing in this policy restricts, limits or otherwise impairs the District's ability to terminate service to a customer for reasons other than those explicitly stated in this policy including but not limited to unauthorized actions of the customer.
 - K. Other Actions to Secure Collection of Delinquent Charges –
 - (1) Pursuant to Government Code Section 61115(3)(C) the District penalize a customer for the nonpayment of charges at a rate of ten percent (10%), plus an additional penalty of one percent (1%) per month for the nonpayment of the charges.
 - (2) Pursuant to Government Code Section 61115(b) the District may collect any delinquent charges and penalties on the tax roll in the same manner as property taxes.
 - (3) Pursuant to Government Code Section 61115(c), the Board of Directors authorizes the General Manager or designee to execute a certificate declaring on a form approved by District legal counsel the amount of the delinquent charges and penalties due and the name and last known address of the person liable for the delinquent charges and penalties, and to record said certificate in the office of the San Luis Obispo County Recorder in accordance with procedures established by the General Manager. Said procedures shall include a provision that recording the certificate can only occur after notifying the customer of the District's intent to record the certificate, that the customers has ten business days to inform the District if the customer intends to appeal the recording of the certificate to the Board of Directors, and if the customer appeals, then the certificate can only be recorded after the Board of Directors considers the appeal and only if the Board of Directors directs that the certificate is recorded.

3.900 - Fee Schedule for Heritage Ranch Community Services District

The fees, tariffs and other charges listed in Section 3.900 of this chapter are intended to pay for the actual costs of providing the services herein described.

A. Water	January 1, 2018	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
(1) Fixed Water Charge based on meter size	\$/month	\$/month	\$/month	\$/month	\$/month
¾"	\$20.03	\$21.64	\$23.37	\$25.24	\$27.24
1"	27.27	29.48	31.84	34.41	37.14
1 ½"	44.61	48.23	52.13	56.33	60.85
2"	66.78	72.22	78.07	84.38	91.16
3"	\$137.31	\$148.55	\$160.58	\$173.61	\$187.53
Over 3"	Based on calculation by District Engineer				
(2) Volume Water Charge based on use	\$/Unit	\$/Unit	\$/Unit	\$/Unit	\$/Unit
Per Unit	\$2.58	\$2.80	\$3.03	\$3.29	\$3.56
(3) Fixed Private Fire Line Charge based on size	\$/month	\$/month	\$/month	\$/month	\$/month
1"	\$0.44	\$0.48	\$0.52	\$0.56	\$0.61
1 ½"	1.29	1.40	1.51	1.64	1.77
2"	2.75	2.98	3.23	3.49	3.78
2 ½"	4.95	5.36	5.80	6.27	6.79
3"	8.00	8.66	9.37	10.13	10.97
4"	17.05	18.45	19.96	21.59	23.37
6"	49.51	53.59	57.99	62.73	67.88
8"	105.51	114.19	123.58	133.67	144.66
10"	\$189.75	\$205.36	\$222.24	\$240.39	\$260.15
(4) Water meter hookup fee based on meter size	Per Meter				
¾"	\$500.00				
1"	\$700.00				
1 ½"	\$900.00				
2"	\$1,200.00				
3"	\$2,500.00				
Over 3"	Based on calculation by District Engineer				
(5) Water system capacity charge based on meter size	Per Meter				
¾"	\$6,698				
1"	\$11,185				
1 ½"	\$22,304				
2"	\$35,700				
3"	\$71,467				
4"	\$111,655				
6"	\$267,920				
8"	\$446,555				

B. Sewer	January 1, 2018	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
(1) Fixed Sewer Charge based on use category	\$/month	\$/month	\$/month	\$/month	\$/month
Residential	\$27.79	\$29.59	\$31.52	\$33.56	\$35.75
RV Space	22.23	23.67	25.21	26.85	28.60
Commercial	27.79	29.59	31.52	33.56	35.75
Camp Restroom	58.97	62.79	66.88	71.21	75.86
Dump Facility	234.70	249.90	266.20	283.43	301.92
Holiday Condo.	\$833.70	\$887.70	\$945.60	\$1,006.80	\$1,072.50
(2) Sewer hookup fee based on use category	Charge per Dwelling Unit				
Single family	\$100.00				
Multiple dwelling	\$100.00				
Mobile home	\$100.00				
RV space	\$100.00				
Commercial	Based on calculation by District engineer				
Other	Based on calculation by District engineer				
(3) Sewer system capacity charge based on use category	Charge per Dwelling Unit				
Single family	\$8,212				
Multiple dwelling	\$8,212				
Mobile home	\$8,212				
RV space	\$6,570				
Commercial	Based on calculation by District engineer				
Other	Based on calculation by District engineer				
Other	Based on calculation by District engineer				
C. Solid Waste Fees				Fee	Period
RESIDENTIAL CAN SERVICE					
35 Gallon Cart, Residential – 1 pickup/ week				\$27.29	Monthly
64 Gallon Cart, Residential – 1 pickup/ week				\$35.45	Monthly
96 Gallon Cart, Residential – 1 pickup/ week				\$40.95	Monthly
<i>All can rates based on standard garbage cans 35 gallon or smaller with 50-pound weight limit. Cans must be readily accessible.</i>					
CAN SERVICE MISCELLANEOUS					
Stickers				\$4.66	Monthly
Re-Delivery Cans				\$29.16	Occurrence
Go Back Residential (additional mileage fee per mile)				\$6.20	Occurrence
Walk-In Fee Service (worker must walk in yard)				\$2.70	Occurrence
2 nd Recycle or Green Waste Cart				\$6.03	Monthly
<i>Carts are the property of the garbage company & must be returned when service is stopped or cancelled. If cart is not returned the company may impose the appropriate fee to the customer for each cart not returned.</i>					
Missing Cart – 35 GAL				\$45.86	Occurrence
Missing Cart – 64 GAL				\$60.32	Occurrence
Missing Cart – 96 GAL				\$82.04	Occurrence
COMMERCIAL CONTAINER SERVICE					
1 Yard Bin – 1XWK				\$94.28	Monthly

2XWK	\$127.28	Monthly
1.5 Yard Bin – 1XWK	\$105.38	Monthly
2XWK	\$142.26	Monthly
2 Yard Bin – 1XWK	\$134.65	Monthly
2XWK	\$181.79	Monthly
3 Yard Bin – 1XWK	\$154.90	Monthly
2XWK	\$236.98	Monthly
4 Yard Bin – 1XWK	\$205.11	Monthly
2XWK	\$313.79	Monthly
6 Yard Bin – 1XWK	\$309.50	Monthly
2XWK	\$411.59	Monthly
<i>Every other week rate is the same as 1X WK rate.</i>		
COMMERCIAL EXTRA PICKUP + PER MILE TRIP CHARGE *		
1 Yard Bin	\$26.70	per trip
1.5 Yard Bin	\$29.80	per trip
2 Yard Bin	\$33.09	per trip
3 Yard Bin	\$43.36	per trip
4 Yard Bin	\$65.44	per trip
6 Yard Bin	\$86.98	per trip
COMMERCIAL SERVICE MISCELLANEOUS		
Trip Charge per Mile	\$5.48	Occurrence
Delivery Fee & Re-Delivery Containers	\$29.74	Occurrence
Extra Trash Less Than 1 Yard	\$23.32	Occurrence
Extra Trash Per Yard	\$26.70	Occurrence
Manual Labor Per Yard	\$20.88	Occurrence
Go Back Commercial (add additional mileage fee per mile)	\$10.55	Occurrence
Lock Bar Set Up	\$47.96	Occurrence
Lock Bar Set Up Plus Key & Lock	\$57.92	Occurrence
Unlocking Fee	\$2.56	Occurrence
Container Exchange Fee	\$122.93	Occurrence
DRIVE IN-YARD CHARGES		
<i>Charged to customers that require the waste collection truck to enter customers property</i>		
In-Yard 100'	\$11.02	Monthly
In-Yard ¼ Mile	\$15.46	Monthly
In-Yard 1 Mile	\$17.07	Monthly
In-Yard Over 1 Mile (Multiply "In-Yard 1 Mile rate X total miles)		
ADDITIONAL CHARGES		
<i>Rates below will fluctuate depending on current disposal & handling fees</i>		
Can Pressure Wash Fee	\$29.16	Occurrence
Water Heater	NC	
Fridge	NC	
Washer/Dryer	NC	
Toilet (NC with low flow incentive)	NC	
Mattress or Box Spring Twin	\$21.42	Each
Mattress or Box Spring Q-K	\$37.17	Each
Couches	\$26.54	Each
Truck Tires	\$21.42	Each
Car Tire Only	\$4.23	Each

Car Tire with Rim	\$6.34	Each
T.V (CAN NOT TAKE)		
NSF FEES		
1ST	\$20	Occurrence
2nd	\$30	Occurrence
3rd	\$35	Occurrence
4th	\$40	Occurrence
RENT-A-BIN (ALL AREAS)		
2 Yard- 1 PU 1 Week 60x43x38	\$95.28	Week
3 Yard- 1 PU 1 Week 72x43x52	\$128.09	Week
Daily Rental after 1 Week with no pickup	\$2.69	Per Day
ROLL-OFF RENTALS		
20 Yard Roll-Off (includes 2 tons of trash)	\$492.30	Per Dump
40 Yard Roll-Off (includes 3 tons of trash)	\$558.82	Per Dump
<p><i>Roll-Off Service is for 7 days. Rental after 7 days is \$5.00/day for 20yd and \$7.00/day for 40 yd. Weight in excess of allowed weight will be charged current landfill per ton rate up to 10 tons. Any load that exceeds 10 tons will be charged an additional \$50.00 per ton, in addition to the current land fill rate, after the first 10 tons.</i></p> <p><i>Contracts must be completely filled out and signed, and deposits received before delivery of all containers and roll-offs.</i></p>		

Heritage Ranch Community Services District Customer Service Fee Schedule

Name	Fee
Account Start-up	\$25.00
Returned check charge	
1 st returned check	\$25.00
Each subsequent returned check	\$35.00
Delinquent Penalty <i>Fee can be waived one time each calendar year</i>	10% of unpaid balances over \$30
Intent to Disconnect Notice	\$10.00
Service Disconnection	\$50.00
Reconnection after normal working hours	\$150.00
Cut Lock	\$140.00
Meter pull due to tampering	\$100.00 + actual costs
Account returned from collection agency reactivation	40% of assigned balance
Meter test deposit	< 1" = \$75; > 1" = \$100
Temporary hydrant meter	\$35.00 weekly rental fee + water use at current unit rates
Temporary hydrant meter deposit (may be waived for repeat customers)	\$100.00
Hydrant Pressure Check	\$55.00
Will Serve Letter – No connection fees paid	\$25.00
Will Serve Letter – Connection fees paid	Fee waived
Service call response	Actual cost straight time rate
Service call response after hours	Actual cost overtime (1½) rate 2 hour minimum
Sewer Connection Inspection	\$55.00
Request for information photocopies 8½ x 11 B&W	\$0.30 per page
Drawings & Maps (outsourced)	Actual costs + \$55.00 w/deposit
Request for information production – staff	\$55.00 per hour w/deposit
Request for information production – legal counsel/engineer	Actual cost + 10% w/deposit

Customer Service Fee Schedule_updated September 1, 2020

TITLE 4 - DEVELOPMENT AND NEW CONNECTION REGULATIONS

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4.000 - Title and Purpose

This chapter shall be known and may be cited as the "Development and New Connection Regulations" of the Heritage Ranch Community Services District Code of Ordinances. The provisions of this chapter are hereby adopted to:

- A. Carry out the goals of the Heritage Ranch Water/Sewer Master Plan regarding the development of water and/or sewer facilities on lands under the jurisdiction of the District;
- B. Provide regulations and standards that will promote the orderly and beneficial development of water and/or sewer infrastructure on District lands;
- C. Minimize adverse effects on the public from the improper creation, location, design, use, or development of water and/or sewer facilities, by providing appropriate standards for such use and development;
- D. Support well-informed and methodical decisions to approve or disapprove new water and/or sewer connections on District lands by District staff, the Board of Directors, and the County of San Luis Obispo; and
- E. Assist the public in identifying and understanding applicable regulations and standards affecting the development and use of District lands and facilities.

4.100 - Scope and Applicability

The provisions of this chapter apply to all public water and sewer facilities and any private facilities connected to the public water and sewer system on all lands and facilities under the ownership and jurisdiction of the Heritage Ranch Community Services District. The provisions of this chapter apply in addition to any applicable requirements of the County of San Luis Obispo.

It shall be unlawful and a violation of this chapter for any person to establish, construct, alter, replace, change use or occupancy, or operate or maintain any District water or sewer facility or other District facilities, contrary to or without satisfying all applicable provisions of this chapter, including obtaining any permits and payment of any fees as required by District Ordinances.

4.110 - District Approval Required

Any connection to the existing water or sewer system on District lands requires permission from the District in one of three forms, as determined by this chapter:

- A. Issuance of a will serve letter for water and/or sewer service.
- B. Issuance of approved construction plans for main line improvements.
- C. Approval of a main line Extension Agreement for the purpose of extending or adding on to the District's water and sewer lines when required under section 4.500 of this Code.

It shall be unlawful and a violation of this code for any person to construct, establish, alter, or replace any public water or sewer facilities or other District property, without first obtaining all applicable approvals as required by this chapter and as may be required by San Luis Obispo County.

4.120 - Annexation Charges

The owner or owners of lands within areas that request annexation to the District shall pay to the District, prior to the final hearing on the proposed annexation, an amount to be fixed by the District Board which shall equal the engineering, legal and publication costs and all other charges which may be incurred by the District in preparing and examining maps, legal descriptions and other documents in relation thereto, and other expenses regularly incurred in connection therewith. The Applicant will also be charged an up front application fee for the District's administrative expenses.

4.200 – Definitions

This section defines the terms and phrases as they are used in this chapter.

Annexation fee. The fee imposed as a condition of annexing areas outside present District boundaries, to pay any and all of the District's costs of annexing the property to the District. Such costs include, but are not limited to, professional fees (engineering, legal, accounting, financial consultants, etc.) and the District's administrative costs and overhead.

Applicant. Owners of property petitioning the District for water or sewer service, or both, to their lot, parcel, subdivision or other land designation within the District which is not presently fronting or connected to a District main line.

Developer. A person having the right under the applicable laws and regulations governing land use within the area served by the District to apply for governmental approvals to change the use of or to create improvements on real property served by the District.

Development plan. A development plan as that term is used and defined in the land use ordinance of the County of San Luis Obispo.

Development project. A development project as that term is used and defined in the Planning and Zoning Law, and shall include a development plan, plot plan, site plan, tentative map and final map.

Existing development. The current land uses and new construction, development and land uses on parcels of land in the District located in existing subdivisions for which a final map or parcel map has been recorded with the San Luis Obispo County Recorder's Office on or before March 16, 1995. These subdivisions are also known and referred to as Heritage Ranch Tract Nos. 424, 446, 447, 452, 466, 474, 475, 693, 720, 721, 1063, 1094, and Parcel Map 71-217.

Final map. A final map or parcel map as those terms are used and defined in the Subdivision Map Act and in the subdivision ordinance of the County of San Luis Obispo.

In-tract facilities. All water/sewer system components and appurtenances, including, without limitation, easements, wells, tanks, pumping stations, water treatment and filter plants, storage facilities, mains and other pipelines, pressure enhancement and reduction facilities, connectors, valves, fittings, fire hydrants and service stubs, exclusive of individual service connections and meters, located within the boundaries of a tract and necessary to provide service to the tract in accordance with applicable laws and regulations.

Main extensions. The installation of water and/or sewer line(s) connecting to existing District main lines.

New development. Any new construction, development and land uses on parcels of land in the District recorded with the San Luis Obispo Recorder's Office after March 16, 1995. These subdivisions include any approved tentative maps, any dwelling unit expansion of a current final map, or any other new residential subdivision in Heritage Ranch approved by the County of San Luis Obispo after the date of the ordinance that adopts this section.

Out of tract facilities. All system components and appurtenances necessary to connect in-tract facilities with the District's main system and to provide service to a tract.

Parcel. Any unit of land which qualifies as a parcel or lot under the Subdivision Map Act, and shall include all units of land: (1) which are contiguous to any other parcel (or are separated only by a road or easement), and (2) for which there is unity of ownership, and (3) which have an identical present use. The term "parcel" shall be given the same meaning as the term "site".

Plot plan. A plot plan as that term is used and defined in the land use ordinance of the County of San Luis Obispo.

Site plan. A site plan as that term is used and defined in the land use ordinance of the County of San Luis Obispo.

Subdivision. A subdivision as that word is used and defined in the Subdivision Map Act and the subdivision ordinance of the County of San Luis Obispo.

Tentative map. A tentative map as that term is used and defined in the Subdivision Map Act and the subdivision ordinance of the County of San Luis Obispo, and shall include a vesting tentative map as that term is used and defined in such Act and ordinance.

Tract. Any parcel of land authorized for development by San Luis Obispo County.

4.300 - Will Serve Procedures

4.310 – New Development Projects

Any person desiring written confirmation from the District of water and/or sewer capacity and facilities to serve a proposed New Development project (“Will Serve Letter”) must apply in writing to the District Manager. The application shall be in a form and content as determined by the Manager and shall include, at a minimum, the date of the application; name, address and telephone number of the Applicant; name, address and telephone number of the property owner, if different from the Applicant; a description of the property proposed to be served; explanation of the proposed development project, including number of lots and types and size of water meters to be served, and proposed zoning; and any other information as the District Manager may require.

A will serve letter stating that water and sewer capacity and facilities are available for a proposed New Development project shall not be issued by the District unless the Board finds that all of the following conditions are satisfied.

- A. The Applicant has submitted a full and complete application and all fees have been paid.
- B. The property to be served is within the geographical boundaries of the District.
- C. There is adequate water supply, including water rights, treatment and distribution facilities and capacity to serve the proposed development project, or because of appropriate expansion and/or improvements planned and financed by the District, there will be adequate water supply, treatment and distribution facilities and capacity to serve the proposed development project; or the Applicant has entered into a main line extension or other agreement with the District to ensure that there will be adequate water supply, treatment and distribution facilities and capacity to serve the proposed development project.
- D. There is adequate waste water treatment, disposal and collection capacity within existing District facilities to serve the proposed development project; or because of appropriate expansions and/or improvements planned and financed by the District, there will be adequate waste water treatment, disposal and collection capacity to serve the proposed development project; or the Applicant has entered into a main line extension or other agreement with the District to ensure that the waste water treatment, disposal and collection facilities and capacity will be expanded and/or improved to provide the necessary additional capacity and facilities to serve the proposed development project.
- E. The Applicant has paid in full the then applicable gallery well improvement fee pursuant to section 4.700, and 30% of the water and sewer connection and hook-up fees for all lots within the proposed New Development project.
- F. The Applicant has complied with all other applicable sections of this Ordinance Code and other District ordinances, resolutions, rule and regulations

4.320 – Conditional Will Serve

The District may, at its sole discretion, issue a conditional will serve letter to a New Development Applicant based on the conditions in section 4.310 and any other conditions the District may deem

appropriate. A conditional will serve shall expire in one year. Upon satisfying all of the conditions, the District shall issue a final will serve per section 4.310 of this Code.

4.330 - Parcels in Approved Tracts

If a will serve letter has previously been issued for a development project, and an Applicant applies for a will serve letter from the District concerning the current status of availability of water and/or sewer capacity and facilities to serve a lot within that development project, Applicant must apply in writing to the District Manager requesting a will serve letter for the lot. The application shall be in substantially the same form as required under section 4.310 above except subsection (E) shall not apply. The District Manager shall issue the will serve letter for the lot if (1) the request is consistent with the will serve letter previously issued for the development project, (2) the holder of the initial will serve letter is in compliance with the terms of that will serve letter, applicable sections of this Ordinance Code and other District ordinances, resolutions, rules and regulations, and any applicable main line extension agreement, (3) there is no District moratorium prohibiting new water and/or sewer connections, (4) circumstances have not changed in any way such that the District would be unable to provide services, and (5) the application is proper, complete, and all fees have been paid.

Any will serve letter issued by the District shall terminate and become unenforceable upon written notice from the District to the will serve letter applicant and the property owner that the Applicant and/or owner has failed to comply with any term of condition of the will serve letter, applicable provision of the District Ordinances, resolutions, rules or regulations, or any applicable main line extension or other agreement or Applicant and/or owner has failed to pay the necessary fees and expenses incurred by the District.

4.340 – Expiration

If a will serve letter expires, there shall be no refund of connection and hook-up fees paid for the issuance of a will serve letter. Rather, the connection and hook-up fee payments will be credited to the real property described in the will serve letter application on a per lot basis, or on such other basis as determined fair and equitable by the District Manager. Such credit shall run with the property. Thereafter, whenever any person applies for District water or sewer service, or a new will serve letter, for that real property, the Applicant shall be entitled to a credit of the amount previously paid.

4.350 - Time Limit

A will serve letter issued by the District Board pursuant to section 4.310 or by the District Manager pursuant to section 4.330 will expire after two years from the date of issuance, unless a final map or maps for the development project is (are) recorded, or the subject lot or lots is (are) connected to the District water and sewer system. Upon expiration the will serve letter will cease to have any legal effect. Will serve letters may not be extended. Upon expiration, the property owner or will serve letter applicant must file a new application for a will serve letter, which application will be processed and considered in light of then applicable conditions.

4.360 - Other Issues

A will serve letter issued by the District may be subject to such additional terms and conditions as the Board (or Manager for will serve letters issued by the Manager) finds necessary or appropriate to ensure the availability of water and sewer capacity and facilities for the proposed development project, or to otherwise protect the public health, safety or welfare of the District. If a main line extension agreement or other agreement is entered into as a condition of issuing the will serve letter, all provisions, obligations, and duties of such agreement must be satisfied or the will serve letter will expire. A will serve letter shall be issued for the benefit of the real property described in the application, and shall run with such property. The will serve letter shall not be transferable to any other property.

4.400 - Main Line Extension

The developer of new tracts or subdivisions shall construct the extensions of the District's water distribution system or sewer collection system including, without limitation, mains, storage tanks, pumps and pumping stations, fire hydrants and appurtenances, to serve new consumers whose lands do not have direct access to or do not abut a street or easement containing an adequate distribution main with adequate storage facilities and collection systems. Property with direct access to a street or easement containing an adequate distribution main, but which does not have a major frontage on the street or easement (flag lot or land locked property with access), will be served at such street frontage or easement provided that such property and adjacent properties cannot be further subdivided or developed. All cost of constructing new water and sewer facilities to serve property without adequate in-tract facilities shall be paid for by the Applicant.

4.410 – Application

Owners of property petitioning the District for water or sewer service, or both, to their lot, parcel, subdivision or other land designation within the District which is not presently fronting a District water or sewer main shall make written application for a main line extension to serve their property. The application shall be in a form and content determined by the District Manager and shall include the date of the application; name, address and telephone number of the Applicant; name, address and telephone number of the property owner, if different from the Applicant; description of the property proposed to be served; explanation of the proposed development project, including number of lots and types and size of water meter to be served, and proposed zoning; and any other information as the District Manager may require.

The District is under no obligation to provide water or sewer service, or both, to any new development project necessitating a main line extension until the District and the property owner or developer have entered into a main line extension agreement. The main line extension agreement shall be in a form acceptable to the District and shall set forth each party's respective obligations, including, but not limited to, developer's duty to design, finance and construct the water and sewer system improvements; developer's duty to pay for any and all District services and consultants; developer's duty to dedicate and transfer land, rights of way, and easements to the District; the parties' duty to perform and maintain guarantees; the District's power to inspect, test and accept improvements; and any other term and condition the District finds necessary or appropriate in the public interest. A main line extension agreement must be approved by the District Board of Directors. The agreement shall act as the District's water and/or sewer connection permit and authorizes the construction of the water and/or sewer improvements and the connection to the District's water and/or sewer system. The District is under no obligation to enter into a main line extension agreement.

4.420 - Size and Design

All extensions of the District's water distribution system and sewer collection system shall be designed by a licensed Civil Engineer in accordance with the District's Water Master Plan or under the general direction of the District's Engineer and General Manager. All extensions must be constructed according to the District's plans and specifications. The location, size, type and design of all such extensions shall be sufficient to provide adequate service to the site. The plans, specifications and drawings must satisfy all District ordinances, resolutions, rules, regulations, policies, standards and specifications, as well as all other local and state standards and requirements, whichever are most stringent. The District reserves the right to order the Applicant to oversize the extension for potential future development on District property. Whenever an Applicant is required, as a condition of approval by the District, to construct a water or sewage connection with supplemental size, length, or capacity over that needed to serve the New Development, a reimbursement agreement with the Applicant or a credit against the fee which would otherwise be charged for the construction of the project, shall be offered. The reimbursement amount shall not include the portion of the improvement needed to provide services or mitigate the need for the facility or the burdens created by the new Development.

4.430 - Preliminary Engineering and Planning

When planning and engineering is needed before installation can be accomplished, the Applicant will prepare a written estimate and preliminary plan of extension or modification of water or service systems. The Applicant shall have his engineer prepare a detailed plan, showing the area of proposed service, the proposed water demand and/or sewer flow, the name and address of the owner, developer and engineer of the project or development and other project information as may be required by the District. The cost of preliminary engineering and planning shall be included as part of the cost of extending service. Plans shall be checked and must be approved by District before any work may begin. The District must also be reimbursed for the reasonable expenses of checking and approving Applicant's plans

4.440 - Estimate is Not a Commitment to Serve Water

Preparation of an estimate or any other preliminary engineering and planning work undertaken by the Applicant for a proposed New Development project is not a commitment or agreement by the District, partial or otherwise, for water and/or sewer service. Said commitment will be made only at the time service actually commences and when the District executes a will serve letter, whichever occurs first. In the case of a service extension agreement, the commitment of the District to supply water is limited to the number of connections installed pursuant to the terms of the agreement. The estimate is conducted at Applicant's sole risk and will be held liable for all expenses incurred by the District while reviewing the estimate.

4.500 – Extension Agreements**4.510 – General**

After the preparation of the preliminary cost estimate and plans and at the time Applicant desires to secure a commitment of water or sewer service and proceed with construction, the Applicant shall submit a written application for service according to these regulations. If Applicant meets all requirements, the District may prepare an Extension Agreement. The Agreement shall specify the terms of payment for District services, the estimated cost of extension, requirements for inspection of improvements, easements or rights of way for property, special service conditions, and other details as the District determines relevant.

4.520 – Approval

When the estimated cost of the work to be performed is less than \$2,500 (exclusive of District fees), the General Manager is authorized to prepare an agreement with the Applicant. All such agreements shall be made in writing, and signed by the Applicant and the General Manager. All other Extension Agreements must be approved by the Board of Directors.

4.530 - Reimbursement for District Services

Any person developing a New Development project that requires a main line Extension Agreement pursuant to this section shall reimburse the District for all of the District's actual costs incurred in providing District staff time and materials, District engineering and legal services and materials, in connection with reviewing with the developer the District's ordinances, rules, regulations, fees, main line extension policy, and will serve policy; evaluating the ability of the District water and/or sewer system to serve the proposed development project, conferring with the developer and other affected agencies regarding needed water flows and location and type of water and sewer system improvements; review of development project applications issued to the County of San Luis Obispo; District review of plans and specifications for water and/or sewer facilities prepared by the developer's engineer; review and checking of necessary easements and other property interests; preparation of, and negotiations and conferences with the developer concerning, any will serve letter and/or the main line extension or other agreement for the project; periodic and final inspection of the job site and construction work, and testing; conferences with the developer's contractor; and other costs incurred by the District or its engineer, lawyer or other consultants directly related to providing water and/or sewer service to the project. Prior to commencing any of the foregoing activities, the developer or property owner must enter into a reimbursement agreement with the

District implementing this reimbursement requirement. The District shall not issue any will serve letter or approve any main line extension agreement unless such a reimbursement agreement has been executed between the developer or property owner and the District, and the developer or property owner is in compliance with such Agreement.

4.540 - Easements and Rights of Way

All extensions of the District's water distribution system and sewer collection system shall at all times be the property of, and be controlled by, the District. District facilities may only be located in dedicated and accepted public streets or rights of way or within easements owned by the District. No facilities may be constructed until all rights of way easements and facility sites as required by the District have been conveyed to the District at the sole cost and expense of the Applicant. The District will consider whether to acquire the required property through eminent domain. In the event such rights of way, easements or lands are not conveyed by the Applicant, the Applicant shall pay the District its entire cost of acquisition thereof, including appraiser's fees, escrow charges, title insurance premiums, and legal expenses.

4.550 - Expiration of Extension Agreement

If work under an Extension Agreement is not commenced within six months from the date of issuance thereof, or if after partial completion the work is discontinued for a period of one year, the permit shall thereupon expire and become void, and no further work shall be done until a new agreement is secured. A new fee shall be paid upon the issuance of the Agreement. The Applicant's abandonment of work will not extinguish Applicant's responsibility to reimburse the District for their expenses.

4.600 - Extension Construction

4.610 - Construction Performed by Applicant

Construction by the Applicant shall be subject to each of the following conditions:

- A. Prior to commencement of construction the Applicant shall execute an Extension Agreement;
- B. All work shall be performed by a competent and experienced contractor licensed for underground construction and with experienced laborers;
- C. All work shall be performed in a good, workmanlike and safe manner and in accordance with the plans and specifications approved by the District, under its inspection, and to the satisfaction of the District Engineer. Risk of loss or damage to materials shall be borne by the Applicant until the facilities constructed are accepted by the District;
- D. All facilities shall be maintained by the contractor that installed the same for one year, or such longer period as shall be specified by the District, following the acceptance thereof by the District; pursuant to a warranty in the agreement between the Applicant and the contractor which expressly benefits the District and
- E. The Applicant shall indemnify and hold the District, its officers, employees and agents harmless from any liability arising out of or in any way connected with such work done by or on behalf of the Applicant, his employees, agents or contractors.

4.620 - Construction by District

The District may construct extensions of its water distribution system or sewer collection system when, in its sole discretion, it is in its best interest to do so. Such work may be performed by the District's personnel or by private contract, as determined by the District. Such work shall commence only after the Applicant has executed an Extension Agreement, advanced the total estimated cost of all facilities, paid all charges, and provided all easements as required by these regulations.

The District shall determine its actual costs incurred in any extensions. Costs shall include labor, material, overhead, engineering, legal costs, administrative expenses, overhead allocable to such

work, and any other cost attributable to Applicant's petition and construction. If the actual cost of such work exceeds the amount paid to the District, the District will invoice the Applicant for the excess. If such invoice is not paid promptly, the District may refuse water service through such facilities or to the Applicant. In the event the actual cost of such facilities is less than the amount advanced to the District, the District will promptly refund such difference.

4.630 - Dedication of Facilities

All facilities needed to serve a new tract, including, but not limited to, easements, well sites, and tank sites, must be irrevocably dedicated to the District before acceptance of a development for service. The cost of such necessary in-tract and out-of-tract facilities shall be borne by the developer or owner.

4.640 – Relocation

The District may, at its sole discretion, relocate or reconstruct existing facilities to accommodate construction widening or relocation of streets and roadways and will release easements no longer considered useful to the District on the following conditions:

- A. The entire cost of the relocation or reconstruction shall be paid by the requesting party;
- B. The new location is such that it will not, in the opinion of the District, be subject to future relocation; and
- C. There shall be conveyed to the District without cost, such easements or rights of way for new facilities locations as the District determines beneficial.

4.650 - Areas of Installation

No portion of the installation of any public mains, services, appurtenances or facilities shall be made unless the areas of installation are within dedicated streets, rights-of-way, or easements which have been furnished to and accepted by the District.

4.660 - Fire Hydrants

Applicant's installation of or payment for one or more fire hydrants located in public rights-of-way, and the acceptance thereof by the District, does not give the Applicant any right or interest to such hydrant. The Applicant's rights or interests in said hydrant are the same as though a public fire protection agency or other responsible public or governmental agency had contracted and paid for, or made the installation. On transfer to, and acceptance by the District, the hydrants shall be District property and shall be used for public fire protection.

4.670 - Repair and Replacement

If, within a period of one year after completion of any improvement work authorized by an Extension Agreement, any structure or part of any structure furnished or installed or constructed by Applicant, or any work done pursuant to the Agreement, fails to fulfill any of the District's requirements or the specifications approved by the District, Applicant shall, without delay and without any cost to the District, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. If Applicant fails to act promptly or if the exigencies of the case require repairs or replacements to be made before Applicant can be notified, the District may, at its option, make the necessary repairs or replacements or perform the necessary work, and require the Applicant to reimburse the District for the actual cost of those repairs, plus fifteen percent.

4.680 – Bonds

Applicant shall furnish the District, or if requested by the District, the County, with a labor and materials bond and a bond for faithful performance executed by a surety company permitted to do business in California. These bonds shall be for one hundred percent (100%) of the construction costs for the public water mains, tanks, sanitary sewers, appurtenances, and any other costs that are called for in the project plans approved by the District. These bonds shall remain in force throughout the period required to complete the work. After final acceptance of the work, the

Applicant shall provide the District with a warranty bond equal to ten percent (10%) of the construction costs for a period of one year to cover any defects in workmanship, materials or equipment which develop in that time.

4.700 - Gallery Well and Booster Pump Improvement Fee

4.710 – Background

For the purposes of this section, and for planning and financing water system improvements, the District made a distinction between Existing Development and New Development. The Gallery Well and Booster Pump Improvement Fee (Gallery Well Improvement Fee) is established to finance the costs of gallery well expansion, additional booster pumps and related improvements determined to be beneficial to New Development. In planning for New Development, the District considered only the three subdivision tracts for which tentative maps had been approved by the County in 1990. These subdivisions are referred to as Tracts 1666, 1910 and 1990. Based on the County-approved tentative subdivision maps for these tracts, there were approximately 475 residential dwelling units of New Development along with unspecified commercial development in Tract 1990.

Beginning in 1993, the District began capital infrastructure improvements to increase the capacity of the well and booster stations by phasing the replacement of the single pumps at each location with an expanded and improved tri-plex pump stations at each location to serve both New and Existing Development. The District completed Phase 1 Improvements which included the design and installation of two of the pumps and appurtenances at each station and installation of a new gallery well in 1993. Phase 2 improvements include the third pump at each station, and additional intake piping and appurtenances. Completion of a portion of Phase 2 improvements occurred in October 2003 when two additional gallery wells were added to the system.

Under the Gallery Well Improvement fee established by this ordinance, developers of New Development will eventually pay to the District New Development's share of the initial gallery well improvements. Until New Development's share of the loan repayment is paid by developers in the form of the Gallery Well Improvement Fees, the District will pay and advance New Development's loan repayment share from District water enterprise reserve funds. As Gallery Well Improvement Fees are paid to the District, the District will reimburse the water enterprise reserve funds for this advance.

In October 2002, the developer of Tract 1910 paid Gallery Well Improvement Fees for 150 residential dwelling units. In October 2004, the developer of Tract 1990 paid Gallery Well Improvement Fees for 225 residential dwelling units. The tentative map for Tract 1666 expired in October 2004 before payment of any Gallery Well Improvement Fees was made. The remaining balance, as of the date of this ordinance, for Gallery Well Improvement Fees in New Development is 100 dwelling units.

For the purposes of this section, "New Development" shall mean any new construction, development and land uses on parcels of land in the District including any approved tentative maps, any dwelling unit expansion of a current final map, or any other new residential subdivision in Heritage Ranch approved by the County of San Luis Obispo after the date of the ordinance that adopts this section.

4.720 - New Development Share Phase 1

The cost to complete Phase 1 Improvements, (including planning, design, construction, administration, construction interest and fees) was \$536,112.00. Of this work, the District has determined that seventy-two percent (72%) of the Phase 1 Improvement work improved the water supply for Existing Development and constituted repairs of the existing improvements; whereas, twenty eight percent (28%) of the work constituted expansion of the District's water supply facilities to accommodate the needs of New Development.

The Phase 1 Improvements were financed through a loan from the State of California under the California Safe Drinking Water Bond Law of 1988, payable over a term of 35 years. Under the schedule for repayment of principal and interest, the District must pay the State \$25,580.11 per year. New Development's share (28%) of this repayment is \$7,162.43 per year, or a gross total of

\$250,685 less \$103,000 in proceeds from a 1981 bond for a second gallery well (which was never constructed) for a net total of \$147,685 for the life of the loan ("New Development's Share of the Phase 1 Improvements").

4.730 - New Development Share Phase 2

Phase 2 of the tri-plex pump system requires the installation of a third pump and related distribution, expansion of the gallery well system, and other related improvements.

The 1995 estimated cost of installing the work for the Phase 2 Improvements (including planning, design, construction, administration and fees) is \$150,000.00. The District did not install the Phase 2 Improvements when it considered the Phase 1 Improvements because the Phase 2 Improvements were not necessary to serve the needs of Existing Development and the Phase 2 Improvements benefit only New Development. The installation of the Phase 2 Improvements must be completed or committed to as a condition of any water service extension to serve New Development.

4.740 - Total Fee

The combined total cost of the Phase 2 Improvements and New Development's Share of the Phase 1 Improvements is \$297,685.00. The cost of developing and preparing the 1995 gallery well improvement fee ordinance and related supporting documentation is approximately \$1,400.00. The sum total of these two figures is \$299,085.00. The District intends by this ordinance to spread this amount across New Development on a pro rata basis based on the number of residential dwelling units. Therefore, the gallery well improvement fee imposed on New Development shall be \$630.00 per residential dwelling unit (i.e. \$299,085.00 divided by the 475 dwelling units in the approved Tentative Maps). This fee was established in 1995 by ordinance and shall be adjusted annually pursuant to section 4.750.

4.750 - Fee Adjustment

Commencing January 1, 1996, and each year thereafter, the amount of the gallery well improvement fee shall be adjusted by the District Manager based on the previous year's change in the mean index for 20 U.S. cities in the National Engineering News Record (ENR) Construction Cost Index. The ENR index for January 1, 1996 is 5620. The annual gallery well fee per dwelling unit is presented on the following table:

Year	Fee	Year	Fee	Year	Fee
1995	\$630.00	1996	\$647.16	1997	\$675.51
1998	\$685.71	1999	\$703.05	2000	\$718.28
2001	\$735.98	2002	\$757.19	2003	\$771.13
2004	\$799.72	2005	\$855.03	2006	\$897.56
2007	\$923.34	2008	\$947.95	2009	\$1001.73
2010	\$1014.74	2011	\$1047.31	2012	\$1075.20
2013	\$1105.78	2014	\$1132.38	2015	\$1168.47
2016		2017		2018	

4.760 – Payment of Fee by Developer

Any person who applies for a will serve letter pursuant to section 4.310 or a main line extension pursuant to section 4.400, for any proposed New Development project for or within a New Development shall pay to the District prior to the issuance of the will serve letter or approval of the main line Extension Agreement, whichever is applicable, the current Gallery Well Improvement Fee. The Gallery Well Improvement Fee shall be imposed in addition to all other water connection

and hook-up fees. The total amount of the Gallery Well Improvement Fee is due prior to the time of the will service letter issuance or main line Extension Agreement approval, whichever is applicable, and shall be calculated by multiplying the number of dwelling units (or equivalent water units for a commercial project) for the New Development project as shown on the will serve letter application, or main line extension agreement whichever is applicable, by the amount of the current Gallery Well Improvement Fee as is amended annually per dwelling unit.

The Gallery Well Improvement Fee shall be used by the District to finance the costs of designing and constructing Phase 2 Improvements as referenced in section 4.730 above, and to pay and reimburse the District for New Development's share of the cost of the Phase 1 Improvements which are necessary to enable the District to provide water service to New Development projects.

The Gallery Well Improvement Fee shall be due only once for each development project, and after paid shall not be imposed in connection with subsequent District approvals relating to the same project. If a development project is abandoned after payment of the Gallery Well Improvement Fee, the fees shall not be refunded. Instead, the fees shall run with the real property and applied against Gallery Well Improvement Fee due for any subsequent development project on the property.

4.770 - Fee Waiver

Any person subject to the Gallery Well Improvement Fee may apply to the District Manager for a reduction, adjustment or waiver of that fee based upon the absence of a reasonable relationship between the impact of that person's development project on the demand for gallery well improvements and either the amount of the fee charged or the type of facilities to be developed, or based on some other ground that the levy of the fee in the particular circumstances is illegal or erroneous. The application shall be in writing and shall state in detail the factual basis for the request for reduction, adjustment or waiver. The application must be filed with the Manager no later than 30 days after payment of the fee. The Manager shall consider and render a decision concerning the fee adjustment application. Any aggrieved person may appeal the decision with the District Board of Directors by filing a written request for appeal with the Manager within ten (10) days after the Manager's decision.

4.800 – Lift Station 10 Improvement Fee

The purpose of this ordinance is to establish a fee to reimburse the subdivider of Tract 1990 for the cost of upsizing sewer lift station 10 to handle future growth. Subsequent subdividers that connect to lift station 10 shall pay to the District a fee to reimburse the first subdivider for their share of the cost of the lift station 10 improvements. This reimbursement fee shall be known as the Lift Station 10 Improvement Fee. This ordinance is adopted pursuant to Government Code sections 54343, 54344, 54350, 61060, 61115, and Health and Safety Code section 5471 and other applicable law.

4.810 - Background and Findings

On October 19, 2004, the District issued a will serve letter for water and sewer service for Tract 1990, a new 225 residential home subdivision located along Heritage Loop Road. The subdivider of this tract is Tract 1990 LLC. As a condition of approval the District required Tract 1990 LLC to install water and sewer improvements along Heritage Loop Road. The District required that certain improvements to lift station 10 be upsized in capacity to accommodate future growth within the boundaries on the District. These lift station 10 improvements were dedicated to the public by Tract 1990 LLC on November 16, 2006, and accepted by the District.

4.820 - New Development

For the purposes of this ordinance, "New Development" shall mean any new residential suburban, residential single family and residential multi-family construction, development and land uses on parcels of land in the District that connect to a sewer line that flows into lift station 10. This development includes any approved tentative maps, any dwelling unit expansion of a current final map, or any other new residential subdivision in Heritage Ranch approved by the County of San Luis Obispo after the date of the ordinance that adopts this section. Any other type of development

that applies for a will serve letter to connect to lift station 10 will be assessed a fee as determined by the District Engineer based on its total impact to the capacity of the lift station.

In the planning of this ordinance, the District has considered all proposed New Development as outlined by the owners of vacant parcels in Heritage Ranch and included in the Development Plan Agreement entered into between the Heritage Ranch Owner's Association and various local developers and filed with the San Luis Obispo Superior Court on May 22, 2006. This plan details New Development totaling two hundred and sixty (260) residential dwelling units that are located along Heritage Loop Road and may connect to lift station 10 in either new tracts or expansion of existing tracts. The District is not aware of any other proposed or County approved new subdivisions at Heritage Ranch. The District is not aware of any timeline for completing New Development.

4.830 - Capacity Improvements

In order for lift station 10 to be able to accommodate the New Development, the following modifications were required: (a) Larger pumps were installed, (b) larger generator was installed, and (c) Variable frequency drive were installed

4.840 - New Development Share of Improvement Cost

The cost to complete lift station 10 without the New Development included is estimated at \$69,100. The cost to complete lift station 10 with the New Development included is estimated at \$221,500. The incremental cost to upgrade lift station 10 to accommodate the New Development is \$152,340. Therefore, the total amount of the Lift Station 10 Improvement Fee is \$152,340. The New Development consists of an estimated two hundred and sixty (260) new dwelling units (or equivalent). Therefore, on a pro-rata basis, the Lift Station 10 Improvement Fee shall be \$586 per dwelling unit.

4.850 - Payment of Fee by Developer

Any person who applies for a sewer will serve letter pursuant to section 4.310 or a main line extension pursuant to section 4.400, for any proposed New Development project that will connect to sewer lift station 10 shall pay to the District prior to the issuance of the will serve letter or approval of the main line extension agreement, whichever is applicable, the Lift Station 10 Improvement Fee. The Lift Station 10 Improvement Fee shall be imposed in addition to all other water connection and hook-up fees. The total amount of the Lift Station 10 Improvement Fee is due prior to the time of the will serve letter issuance or main line extension agreement approval, whichever is applicable, and shall be calculated by multiplying the number of dwelling units (or equivalent water units for a commercial project or other type of development) for the New Development project as shown on the will serve letter application, or main line extension agreement whichever is applicable, by the amount of the Lift Station 10 Improvement Fee.

The Lift Station 10 Improvement Fee shall be used by the District to reimburse Tract 1990 LLC for the costs of constructing lift station 10 improvements that benefit New Development which are necessary to enable the District to provide sewer service to new development projects.

The Lift Station 10 Improvement Fee shall be due only once for each development project, and after paid, shall not be imposed in connection with subsequent District approvals relating to the same project. If a development project is abandoned after payment of the Lift Station 10 Improvement Fee, the fees shall not be refunded. Instead, the fees shall run with the real property and applied against the Lift Station 10 Improvement Fee due for any subsequent development project on the property

4.860 - Accounting

When the District receives Lift Station 10 Improvement Fee revenue, the District Manager shall cause the monies to be deposited in a separate account or fund in a manner to avoid combining the monies with other revenues and funds of the District, and shall transfer those monies to Tract 1990 LLC. All Lift Station 10 Improvement Fees collected by the District shall be paid to Tract 1990 LLC in a timely manner until fully reimbursed for the cost of the improvements as outlined in section

4.840 or until the term of this ordinance expires. Any interest income earned by the monies in the Lift Station 10 Improvement Fee account or fund shall be kept by the District for the cost and administrative expense of managing the Lift Station 10 Improvement Fee.

4.870 - Fee Waiver

Any person subject to the Lift Station 10 Improvement Fee may apply to the District Manager for a reduction, adjustment or waiver of that fee based upon the absence of a reasonable relationship between the impact of that person's development project on lift station 10 improvements and either the amount of the fee charged or the type of facilities to be developed, or based on some other grounds that the levy of the fee in the particular circumstance is illegal or erroneous. The application shall be in writing and shall state in detail the factual basis for the request for reduction, adjustment or waiver. The application must be filed with the District Manager no later than 30 days after payment of the fee. The Manager shall consider and render a decision concerning the fee adjustment application. Any aggrieved person may appeal the decision with the District Board of Directors by filing a written request for appeal with the Manager within ten (10) days after the Manager's decision.

4.880 - Time Period

The Lift Station 10 Improvement Fee shall be in effect the effective date of this ordinance, July 2007, and shall remain in effect for fifteen (15) years. This ordinance shall expire fifteen (15) years after the date of its adoption, regardless of the calculated unreimbursed principal balance of the Lift Station 10 Improvement Fee due at the expiration of the fifteen year period (July 2022).

4.900 - Indemnification

Before an application will be considered by the District, the Applicant must execute an agreement, in a form acceptable to the District, to indemnify, defend and hold the District harmless from and against any and all loss or liability arising from our in relation to the processing or approval of the application or the construction of improvements that will be authorized if the application is approved.

TITLE 5 – WATER DEPARTMENT

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5.000 – Scope and Applicability

The water department's service area comprises the area within the boundaries of the Heritage Ranch Community Services District. The provisions of this Code shall apply to all owners of premises, which are connected to the District water system.

5.010 - Penalties; Abatement

Any person violating these regulations shall be guilty of an infraction which shall be punishable by: (a) a fine not exceeding one hundred dollars for the first violation; (b) a fine not exceeding two hundred dollars for a second violation within one year; (c) a fine not exceeding five hundred dollars for a third violation within one year of the second violation; (d) a fine not exceeding five hundred dollars for each subsequent violation of same ordinance within a year of the third violation. A person shall be guilty of a separate offense for each and every day during a portion of which any violation of these regulations is committed or continued by such person, and shall be punished accordingly.

In addition to the penalties hereinabove provided, any condition caused or permitted to exist in violation of the regulations of the District shall be deemed to be a public nuisance and may be abated as such.

The District will prosecute violations of Section 498, 624 & 625 of the Penal Code of California, which make it a misdemeanor to tamper with or by-pass water meters, to take water without payment, or to damage or obstruct the District's facilities.

5.100 – Definitions

This section defines the terms and phrases as they are used in this chapter.

AWWA standard. An official standard developed and approved by the American Water Works Association (AWWA).

Backflow. A flow condition, caused by a differential in pressure, that causes the flow of water or other liquids, gases, mixtures or substances into the distributing pipes of a potable supply of water from any source or sources other than an approved water supply source. Back siphonage and back pressure are the causes of backflow.

Backflow prevention device. A device, which has passed laboratory and field evaluation tests performed by a recognized testing organization, which has demonstrated its competency to perform such tests to the California Department of Health Services.

Commercial water service. The provision of water to premises where the customer is engaged in trade, including any person engaging in business or transient-residential businesses from a service connection. Schools, public or private, nonprofit institutions, and governmental entities shall be considered commercial service.

Contamination. A degradation of the quality of the potable water by any foreign substance which creates a hazard to the public health, or which may impair the usefulness or quality of the water.

Cross-connection. Any un-protected actual or potential connection between a potable water system used to supply water for drinking purposes and any source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome, and potable. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, or other devices through which backflow could occur, shall be considered to be cross-connections.

Curb stop. A water service shutoff valve located in a water service pipe near the curb or property line and between the water main and the premises.

Customer. Any person supplied with water service by the District, also referred to as User.

Customer service valve. A valve independent of the District's facilities located in the customer's piping as close to the meter as practicable, the operation of which will control the entire water supply from the meter.

District water system. The water system works owned by the District used or useful in the production, treatment, and distribution of water to the District's water customer.

Guarantee deposit. A guarantee deposit is for the purpose of ensuring payment upon final termination of service.

Health Agency. The California State Water Resources Control Board, or the San Luis Obispo County local health agency.

Industrial water service. Any user of water engaged in any manufacturing or processing of agricultural products, animals, poultry, goods, wares or other products or materials.

Irrigation water service. Any user of water for the furnishing of potable or non potable water to any irrigation service being used for the sole purpose of irrigation.

Meter. A device for measuring water consumption by an individual customer of the District.

Multiple dwelling structure. Any two or more dwelling units in any single building or structure, or group of buildings or structures, including any apartment house or apartment court, excepting any multiple lodging structure.

Multiple lodging structure. Any two or more lodging units in any single building or structure, or group of buildings or structures, including any rooming house, motel, or trailer court.

Potable water. Water that meets all state and federal requirements for human consumption without threat to health or safety.

Private fire service. Provision of water to fire hydrants or fire suppression systems located on private property.

Public fire protection. Facilities provided for the San Luis Obispo County Fire Department (CDF).

Residential water service. Any user of water for household or residential purposes, including water used for sprinkling lawns, gardens and shrubbery, for incidental stock watering, for washing vehicles, and for similar and customary domestic purposes.

Submeter. A meter or series of meters installed downstream from a master meter in order to determine water consumption in individual buildings and/or units. Such submeters may or may not be under the ownership of the District and subject to District operation and maintenance.

Temporary water service. The furnishing of potable or non potable water to any temporary service for a period not exceeding six months being used for construction, grading, dust control or any other type of use requiring a temporary water connection of less than six months.

Water service. The treatment and delivery of water to a user through facilities of the District.

Water user. Any person obtaining water from the District's public water supply system.

5.200 - Description of Service

- A. Supply. The District will endeavor to deliver a continuous supply of water to the customer at a sufficient pressure at the meter, and to avoid any shortage or interruption in delivery.
- B. Quality. The District will endeavor to supply safe water at all times. The District will also endeavor to provide timely and accurate bills for customers.
- C. Classes of service. All water services installed by the District will be classified as follows:
 - (1) Residential
 - (2) Commercial
 - (3) Industrial
 - (4) Temporary
 - (5) Public fire protection
 - (6) Private fire service

5.210 - Water Loss or Leakage

The customer has sole control of the amount of water drawn from the District's mains through the meter and is responsible for maintenance and repairs of pipes and fixtures beyond the meter. No allowance will be made for loss of water due to faulty fixtures or broken or damaged water pipes beyond the meter; provided, however, when such loss or leakage has occurred without negligence upon the part of the customer, a written request may be made to the Board for an allowance for the extent of such estimated loss.

Adjustments for Water Leaks. The General Manager is authorized to adjust an account for customer reported leaks in an amount not to exceed one half of the amount of water used in the most recent billing period that is above the average consumption for the month at the customer address, up to a maximum of one hundred dollars. If inadequate records are available, the General Manager may calculate a reasonable monthly billing amount, or use neighborhood average customer usage data. Any adjustment to be applied shall not be made more frequently than once in any twenty-four month period. This adjustment procedure shall only apply to domestic accounts.

5.220 - Access to Premises

The District or its duly authorized agents shall at all reasonable times have the right to enter the customer's premises for any purpose properly connected with the service of water to the customer.

5.230 - Interruptions in Service

The District will not be liable for interruption, shortage or insufficiency of supply, or for any loss or damage occasioned thereby. The District reserves the right at any and all times to shut off water delivery for the purpose of maintenance or for making repairs and alterations to its system.

Whenever possible, advance notice of interruption of service will be given to all affected water customers; however, the District cannot guarantee complete freedom from service interruption at all times. Repairs or improvements will be made as rapidly as is practicable and, so far as possible, at such times as will cause the least inconvenience to the customers. Consumers depending upon a continuous supply of water should provide themselves with emergency storage.

5.240 - Resale of Water

Except by special agreement with the District, no customer shall resell any of the water received from the District, nor shall such water be delivered to premises other than those specified in his application for service.

5.250 - Water Waste

No customer shall knowingly permit leaks or waste of water. Where water is wastefully or negligently used at 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 written notice is given by the District.

5.300 - Application for Service

Application for service must be made to the District in writing on the District's form, by the property owner or his/her authorized agent. Applications must be supported by data as required by the District, such as a map and/or legal description of the property to be served, a description or plan showing intended water fixtures. The size of the meter and service connection will be determined by the District.

All applications will be processed in the order of the date the application is deemed complete provided the applicant meets all District requirements within 30 days of the initial application. If District requirements are not met within 30 days, the application shall be null and void and must be resubmitted to the District. The General Manager may extend the 30 day period if the District administrative staff is unable to process the application within that time frame.

Receiving an application shall in no way represent a commitment or agreement by the District to serve water. Said commitment will be made only at the time service actually commences, approval of a will serve letter, or when the District executes a service Extension Agreement, whichever occurs first. In the case of a service Extension Agreement, the commitment of the District to supply water shall be limited to the number of connections to be installed pursuant thereto and in accordance with the terms thereof.

5.310 - Payment for Past Due Amounts

An application for service shall not be approved and service shall not be provided until the applicant has paid to the District in full all of the following that may be applicable:

- A. Connection and hookup fees.
- B. Guarantee deposit.
- C. Past due service charges, including any applicable interest and penalties, attributable to the applicant or the property that is the subject of the application.
- D. Past due standby charges, including any applicable interest and penalties, attributable to the property that is the subject of the application.

5.320 - Guarantee Deposit

A guarantee deposit may be required whenever the District has record or notice of the applicant having had more than one disconnection of service for non payment at any current, or previous service within the District or any other type of record of nonpayment of rent or other utility bills. The amount of the guarantee deposit shall be equal to double the bimonthly minimum charge pursuant to Chapter 3 of this Code. No interest shall be paid on guarantee deposits.

A guarantee deposit with the District made by any customer whose account is not in arrears is returnable upon discontinuance of all water service by the applicant. The guarantee deposit made by any customer shall be applied to the final closing bill. Any remaining surplus after payment of the final closing bill shall be returned to the customer. Any deposit unclaimed for five (5) years from the date of discontinuance shall become the property of and be retained by the District.

5.330 - Conditions Preceding Water Service

Metered water service will be provided subject to:

- A. The existence of a water main of adequate capacity and pressure abutting the property to be served, or the construction of adequate mains, pumps and storage facilities under the provisions of Chapter 4 of this Code.
- B. Advance payment of the District's connection and hook up charge for service as provided in Chapter 3 of this Code or as subsequently amended or adopted by the Board.
- C. Approval by the District or the County of a wastewater disposal system for the property to be served.

5.340 - Location of Service Connection

Water service will be provided at a meter abutting a major frontage of the customer's property at a point determined by the District. The customer may indicate the point on his property where he desires service, but the final location shall be determined by the District.

5.350 - Land Use Established

An application for service to unimproved land shall not be deemed complete by the District unless the applicant presents to the District a document from the County entity having jurisdiction verifying that:

- A. A valid Building Permit has been issued; or
- B. A Tentative Subdivision Map or other Land Use Permit has been approved.

5.360 - Change of Service

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 amend their application accordingly.

5.370 - District Access to Facilities

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

5.380 - Temporary Service

Service which the District determines will be for less than six months and will not require installation of a permanent connection shall be provided upon payment of the total estimated cost of installing the connection and such reasonable deposit for service as may be required by the District.

5.385 - Service through Fire Hydrants

Temporary service for construction or other approved purposes may be provided through hydrant meters upon written application to the District and the payment of fees as provided by District's rate schedules.

5.390 - Multiple Service

Except as otherwise expressly authorized by these regulations, a single service connection shall serve no more than one separate dwelling unit or one separate commercial, agricultural or industrial enterprise on a single parcel or lot.

If separate service connections present substantial mechanical problems as conclusively determined by the District, service through a single connection shall be furnished. Exceptions shall be limited to the following situations:

- A. A duplex, apartment building or residential structure in undivided ownership;
- B. A commercial or industrial building in undivided ownership;
- C. A building or group of buildings owned or exclusively occupied by a public entity or entities; and
- D. A condominium served under a contract between the District and a responsible owners' association as defined in Section 11003.1 of the Business and Professions Code.

If the ownership of a structure receiving service through a single service connection pursuant to this paragraph is subdivided, new service connections shall be installed, and the fees and charges therefore shall be paid, to the extent necessary to provide a separate service connection to each separately owned unit or parcel.

5.400 - Discontinuance of Service

Water service may be discontinued by the District for the following reasons:

- A. Nonpayment. Water service may be discontinued for nonpayment of customer's account fees owed to the District per Chapter 3. The failure of the customer to receive the delinquent notices shall not affect the District's power hereunder. If a customer receives water service at more than one location and the bill for water service at any one location is not paid within the time provided for payment, water service at all locations may be discontinued.
- B. 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 water service to other customers.
- C. Cross Connections. Water service may be refused or discontinued to any premises where there exists a cross connection in violation of District, County, State, or Federal laws.
- D. Fraud or Abuse. Water service may be discontinued if necessary to protect the District against fraud or abuse.
- E. Noncompliance with Regulations. Water service may be discontinued for noncompliance with the provisions of this Code.

5.410 - Request for Permanent Disconnection

Upon written request by the customer for permanent disconnection of a service, the District shall make a determination to approve or deny the request. Approval shall be conditioned upon the receipt by the District of a cash deposit, the amount of which is to be determined by the District, from the customer sufficient to physically remove the service. Upon completion of the work, any remaining deposit shall be returned to said customer or, if the deposit was insufficient, said customer shall pay the difference within thirty days of invoice date for same.

5.500 - Water Meters

All water services except connections to approved separate fire protection service or to authorized fire hydrants will be metered. A sum of money, as set forth in Section 3.900, shall be deposited with the District prior to installation of the meter facilities to pay all of the cost for the installation. The water service connection, whether located on public or private property, shall be the property

of the District, unless specifically otherwise provided, and the District reserves the right to repair, replace, and maintain it, as well as to remove it upon discontinuance of service.

5.510 - Customer Responsibility

The customer's responsibility begins on the customer's side of the meter. 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 using water. The District shall not be responsible for any loss or damage caused by the improper installation of such water equipment, or the negligence, want of proper care or wrongful act of the customer or of any of his tenants, agents, employees, contractors, licensees or permittees in installing, maintaining, using, operating or interfering with such equipment. The District shall not be responsible for damage to property caused by spigots, faucets, valves and other equipment that are open when water is turned on at the meter, either when the water is turned on originally or when turned on after a temporary shutdown.

5.520 - Damage to District Property

Meters and all other 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, repaired or replaced by the District without consent or interference of the owner of the premises. The owner shall use reasonable care in the protection of the facilities. The District shall have no obligation to make payment for the placing or maintaining of the facilities on private property. The customers shall be liable for any damage to any facilities of the District property when such damage is from causes originating on the premises by an act of the customer or his tenants, agents, employees, contractors, licensees or permittee, including the breaking or destruction of locks by the customer or others on or near a meter and any damage to a meter that may result from hot water or steam from a boiler or heater on the customer's premises. The District shall be reimbursed by the customer for any such damage promptly on demand.

5.530 - Service Curb Stop

The customer shall not use the service curb stop to turn water on and off for his convenience. Any damage to the curb stop caused by customer use shall be a violation of this Code. Customers may install a suitable valve, as close to the meter location as practicable, the operation of which will control the entire water supply from the service.

5.540 - Meter Hookup

The District shall furnish and install a water meter of such size and at such location as the applicant requests, provided such request is reasonable. The water meter hookup from an existing curb stop shall consist of the meter(s), and appurtenances required to provide metered water service to the applicant's premises. Only duly authorized employees or agents of the District shall be permitted to install water service connections. Charges for new water meter hookups from existing curb stops are payable in advance as set forth in Section 3.900 of this Code.

5.550 - Meter Installation

Meters will be installed at the curb or at or near the property line and shall be installed and owned by the District. No rent or other charge will be paid by the District for a meter or other facilities, including housing and connections, located on a customer's premises. All meters shall be sealed by the District at the time of installation, and no seal shall be altered or broken except by one of its authorized employees or agents.

5.560 - Meter Relocation

The District will relocate its facilities when requested to do so by the consumer provided such relocation is acceptable to the District and upon payment to the District of the following charges:

- A. Relocation of a service line shall be made upon advance payment of the District's estimate of the cost thereof. If the actual cost of relocation exceeds or is less than the amount prepaid the difference will be paid or refunded upon completion of the work.
- B. Relocation of a meter box shall be made upon advance payment of the District's estimate of the cost thereof. If the actual cost of relocation exceeds or is less than the amount prepaid the difference will be paid or refunded on completion of the work.

5.570 – Meter Enlargement

Enlargement of meter and service connection will be made by the District as follows:

- A. The customer or his authorized agent files application in accordance with Section 5.300 and
- B. The customer shall pay the connection fee difference between the old meter size and the new meter size.
- C. The District shall estimate a cost for the hookup of the new meter. The customer shall pay to the District the estimated cost prior to the scheduling of the actual work. In the event the actual cost is higher than estimated, the owner shall pay the difference prior to the meter being turned on. If the estimated cost is lower than the actual cost, the difference shall be refunded to the applicant.

5.580 - Meter Test and Deposit

All meters will be tested or certified by the manufacturer prior to installation, and no meter will be installed which registers more than five percent (5%) fast. If a customer desires to have the meter servicing his premises tested, he shall first deposit an amount pursuant to the current Fee Schedule. Should the meter register more than five percent (5%) fast, the deposit shall be refunded, but should the meter register less than five percent (5%) fast, the deposit shall be retained by the District.

- A. Adjustments for Meter Errors; Fast Meters: If a meter tested at the request of the customer is found to be more than five percent (5%) fast, the excess charges for the time service was rendered for the customer requesting the test, or for a period of six months, whichever is less, shall be refunded to the customer.
- B. Adjustment for Meter Errors; Slow Meters: If a meter tested at the request of a customer is found to be more than five percent (5%) slow, the District may bill the customer for the amount of the undercharged water service based upon corrected meter readings for the period, not exceeding six (6) months, that the meter was in use.

5.590 - Non Registering Meters

If a meter is found to be not registering, the charges for water service shall be at the minimum monthly rate or based on the estimated consumption, whichever is greater. Such estimates shall be made from previous consumption for a comparable period, with the immediately preceding six (6) months period, or be such other method as is determined by the District and such determination shall be final.

5.600 - Water Pressure

The District assumes no responsibility for loss or damage due to lack of water pressure 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 and maintenance of the District facilities.

5.610 - Low Pressure Service

The District will not normally provide water service to any parcel of land unless a minimum of 20 pounds per square inch (psi) can be achieved at the curb stop. Exceptions to the foregoing, may be made at the discretion of the District upon a written application by a property owner. The

applicant shall apply for low pressure service and enter into a recordable agreement running with the land to be served agreeing to accept service at such low pressure as the District is able to provide; releasing the District from any liability from low pressure water service and from all responsibility to provide water service at normal pressures, and agreeing to install and maintain in good condition and repair without cost to the District, any necessary pumping and storage facilities required to service the property.

5.620 – High Pressure Service

The District will normally provide water service to a parcel of land at a maximum pressure of 90 pounds per square inch (psi). There are some areas of permanent or temporary high pressure within the District's system. In these areas where pressures at the meter exceed 90 psi, it is the responsibility of the consumer at his/her expense to provide, operate and maintain a pressure regulating device. If the District substantially increases pressure at any consumer's meter above 90 psi for improvement of the general water system, or to provide service at higher elevations, the District may cause to be installed without expense to the District a pressure regulator for each consumer whose pressure has been increased. Upon installation, the consumer shall be responsible for its operation and maintenance.

5.700 - Cross Connection

The Heritage Ranch Community Services District operates a public water supply under permit issued by the State of California Department of Health Services. To protect the public water supply against actual or potential contamination through cross-connections customers shall isolate or eliminate sources of contamination that may occur within their premises because of some undiscovered or unauthorized cross-connection between the drinking water systems and other sources of water that are not approved as safe and potable for human consumption. Unprotected cross-connections with the public water supply are prohibited. Whenever backflow protection has been found necessary, the District will require the customer to install an approved backflow prevention device at his expense for continued service or before a new service will be granted. The type of device to be installed will be in accordance with the requirements of this section. Backflow prevention devices installed or upgraded either by the customer or by the District, and paid for by the customer, shall be and remain the property of the customer.

It is a violation of this Code for any person, firm, or corporation at any time to make or maintain or cause to be made or maintained, temporarily or permanently, for any period of time whatsoever, any cross-connection between plumbing pipes or water fixtures being served with water by the District and any other source of water supply or to maintain any sanitary fixture or other appurtenances or fixtures which, by reason of their construction, may cause or allow backflow of water or other substances into the water supply system of the District.

5.710 - Backflow Device Requirements

The following circumstances require backflow protection:

- A. Each service connection from the District's water system for supplying water to premises having an auxiliary water supply shall be protected against backflow of water from the premises into the public water system unless the auxiliary water supply is accepted as an additional source by the District, and is approved by the public health agency.
- B. Each service connection from the District water system for supplying water to any premises on which any substance is handled in such fashion as may allow its entry into the water system shall be protected against backflow of the water from the premises into the public system. This shall include the handling of process waters and waters originating from the District water system which have been subjected to deterioration in sanitary quality.
- C. Backflow prevention devices shall be installed on the service connection to any premises having: (a) internal cross-connections that cannot be permanently corrected and controlled to the satisfaction of the state or local health department and the District, or (b) intricate plumbing and piping arrangements or (c) where entry to all portions of the premises is not readily

accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not cross-connections exist.

5.720 - Protective Devices

The type of protection that shall be provided to prevent backflow into the water supply shall be commensurate with the degree of hazard that exists on the customer's premises. Only backflow prevention devices which have been approved by the District or the Health Agency shall be acceptable for installation by a customer connected to the District's potable water system. Backflow prevention devices approved by AWWA and/or outlined in Table 1 of 17 California Code of Regulations 7604 shall be deemed acceptable for installation. The customer may choose a higher level of protection than required by the District. The types of protective devices that may be required (listed in an increasing level of protection) include:

- A. Double Check Valve Assembly.
- B. Reduced Pressure Principle Backflow Prevention Device.
- C. Air-Gap Separation.

5.730 - Installation

- A. New Service Connection. At the time an application for new water service is made by a potential customer, in accordance with procedures established by the District, the General Manager will review said application to determine the need for a backflow prevention device on the customer's service. If a backflow prevention device is determined to be required it shall be the customer's responsibility at customer's expense to provide for installation of the device in accordance with District standards and at a location approved by the District, by one of the following methods.
 - (1) Installation by Contractor. A backflow prevention device may be installed by a private contractor at customer's expense, provided the location, type and manufacturer of the device are approved by the District in advance.
 - (2) Installation by Customer. A backflow prevention device may be installed by customer provided the location, type and manufacturer of the device are approved by the District in advance.
- B. Existing Service Connections without Backflow Prevention Devices. District will inspect the premises of existing service connections which in the opinion of the General Manager may require backflow prevention. If it is determined by the General Manager that a backflow prevention device is required, the installation of a backflow prevention device shall be a condition of continued water service. Installation shall be accomplished by one of the two methods listed in paragraph A above. If a customer fails to provide for the installation of the backflow prevention device within a reasonable time limit set forth in a written notification to the customer from District, District may suspend water service to the property being served. Alternatively, at its option, and upon notification to the customer, District may install the backflow prevention device and charge the customer the entire cost of the device and its installation.
- C. Upgrading of Existing Backflow Prevention Devices. An existing backflow prevention device which, in the opinion of the General Manager, is a type that does not provide adequate protection for the degree of potential hazard from backflow shall be upgraded at the customer's expense following the procedures in Paragraph A above. Upgrading may include complete replacement and/or relocation of the backflow prevention device, installation of additional devices, and/or correction of any on-site cross-connection hazards.

5.740 - Testing and Maintenance

All backflow prevention devices shall be inspected and tested annually for proper operation. Inspection and testing shall be performed by a certified tester (AWWA Certified), certified to test and repair backflow prevention devices. The results of each test including repairs shall be reported

on a form provided by the District. In the event that the device is found to be defective, the customer shall cause necessary repairs and/or replacement to be made at his expense. The owner shall have an acceptance test performed after repairs and/or replacements have been made to confirm proper operation of the device. District reserves the right to require more frequent testing or to perform additional testing by District personnel when the District determines it to be in the public interest. Customer shall bear the cost of additional tests if its device fails a test. All annual inspections, testing, acceptance tests after installation, repair and/or replacement shall be at the expense of the property owner.

Customers, after advising the District in writing, may use an approved tester to inspect and test a backflow prevention device in accordance with District established procedures. The test shall be performed and results reported to District within 30 days of written notice by District. District personnel or agents may be used to inspect and test backflow prevention devices at the customer's request or shall be used if a customer fails or refuses to test their device in a timely manner.

In order to ensure that testing of backflow prevention devices is performed by technically competent individuals who are personally responsible and, if other than self-employed, are employed by persons and/or organizations which are also responsible, the General Manager is authorized to establish and implement procedures consistent with these regulations for the approval by District of backflow prevention testers. The approval procedures shall require each prospective tester to submit an application to the District providing such information as the General Manager may determine to be reasonably necessary to establish the applicant's technical competence and personal responsibility. At a minimum the applicant must possess a current valid Backflow Testing Certificate issued by the American Water Works Association (AWWA). The General Manager may revoke approval of an individual tester and remove him or her from the list of approved testers if the individual tester, or his/her employer, fails or refuses to comply with District policies and procedures for testing of devices, submits incorrect test reports, engages in dishonest business practices in the District, fails to maintain a valid AWWA certificate, or installs, repairs or tests the devices in a negligent manner.

5.750 - Water Service Termination

When the District encounters water uses that represent clear and immediate hazards to the potable water supply that cannot be immediately abated, the District shall discontinue water service. Conditions or water uses that create a basis for water service termination shall include, but are not limited to the following:

- A. Refusal to install a required backflow prevention device;
- B. Refusal to test a backflow prevention device;
- C. Refusal to repair a faulty backflow prevention device;
- D. Refusal to replace a faulty backflow prevention device;
- E. Direct or indirect connection between the public water system and a sewer line;
- F. Unprotected direct or indirect connection between the public water system and a system or equipment containing contaminants;
- G. Unprotected direct or indirect connection between the public water system and an auxiliary water system; and
- H. A situation which presents an immediate health hazard to the public water system.

The District shall terminate water service and lock the service valve if any of the above conditions exist. The water service will remain inactive until the condition has been corrected to the satisfaction of the District.

5.800 – Fire Protection

Fire Hydrants are for use by the District or by San Luis Obispo County Fire Department (CDF). No person or persons, other than those designated and authorized by CDF's authority, or by the

District, shall open any fire hydrant, attempt to draw water from it or in any manner damage or tamper with it. 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. Unauthorized use of hydrants or damage from any cause to hydrants or to any part of the water system as a result of the unauthorized use of hydrants shall be prosecuted according to law.

5.810 - 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 the size, type or location of the hydrant, he shall bear all costs of such changes, by advance deposit. The cost of changing the size, type, or location of a hydrant due to a property owner's building permit requirements or fire code revision shall be borne by the property owner. Any change in the location of a fire hydrant must be approved by CDF.

5.820 - Private Fire Protection

The installation of facilities to provide water supply to privately owned and maintained fire protection systems, sprinklers, hydrants, stand pipes or other facilities shall be exclusively for fire fighting. Any installation of private fire protection service shall be installed by or under the direction of the District. The applicant for private fire protection system shall pay the total actual cost of installation of the service line from the distribution main to the service location including the cost of the detector check assembly, meter or other equivalent suitable device, valve and meter vault. Said installation from the water main to and including the meter, shall be the property of the District.

There shall be no connections between any private protection system and any other water distribution system on the premises. There shall be no water used through the private fire protection service except to extinguish accidental fires and for testing the firefighting equipment. Any usage recorded on the meter will be charged as provided in this Code except that no charge will be made for water used to extinguish fires where such fires have been reported to the Fire Department.

Each fire protection system shall be installed with a detector check assembly as approved by the District and the Department of Health Services. The assembly shall be tested annually operated and maintained as part of the District's system. The applicant for a private fire protection service shall be responsible for operation and maintenance of facilities beyond the detector check/meter assembly.

If the District does not require a meter, and if water is used through a fire protection system for any other purpose than extinguishing of fire, the District shall have the right to place a meter on the fire service connection at the owner's expense. The annual, monthly or other periodic charges for private fire protection water system service shall be established from time to time by resolution of the Board of Directors. If water is used from a private fire protection system in violation of these regulations, the District may impose a charge.

5.900 - Emergency Water Shortage Regulations and Staged Water Use Reduction Plan

Section 5.900 of Chapter 5 of the District Code shall be known and cited as the Heritage Ranch Community Services District Emergency Water Shortage Regulations and Staged Water Use Reduction Plan

5.905 - Scope and Purpose

It is the purpose and intent of this Ordinance to provide water shortage response procedures to minimize the effect of any existing or threatened water shortage conditions on customers of the District. The rules, regulations and procedures of this Ordinance are intended to significantly reduce the consumption of water over an extended period of time and, thus extend the availability of water for District customers while reducing the hardship on the District and the general public. The provisions of this Ordinance shall be implemented upon a determination by the Board of

Directors that there exists, or there is a threat of, a water shortage that affects the District's ability to supply its customers with potable water. This Ordinance is declared to be an adoption of regulations, restrictions, and penalties concerning water delivery, consumption, and conservation in accordance with Water Code Section 375 et seq.

5.910 – Application and Authorization

The provisions of this Ordinance shall apply to all customers and property served by the District within the District's Water Service Area boundaries. For the purposes of this Ordinance, any use of water on the subject property shall be imputed to the customer, including without limitation any use by a tenant or by an employee, agent, contractor or other entity or individual. The General Manager and his designees are hereby authorized and directed to immediately implement the applicable provisions of this Ordinance upon the effective date hereof.

5.920 - Definitions

The following words and phrases, whenever used in this Ordinance, shall be construed as defined in this Section unless from the context a different meaning is intended, or unless a different meaning is specifically defined within the individual Sections of this Ordinance:

AF means acre feet of water.

Allotment means the amount of water in the base water allocation to a Customer's premises based on the location of the premises in a grouping of subdivisions.

Monthly means occurring once per month.

Billing Unit means the unit used to apply water rates for purposes of calculating commodity charges for Customer water use.

Base year water allocation means the average water used at the premises as outlined in this Ordinance.

Board means Board of Directors of the Heritage Ranch Community Services District.

Conservation Stage means that level of mandatory water conservation presently required from customers pursuant to this Ordinance.

Customer means any person, persons, entity, tenant, association, corporation or governmental agency supplied with water service by the District.

District means the Heritage Ranch Community Services District.

General Manager means the General Manager of the Heritage Ranch Community Services District.

Nacimiento Reservoir Level means Nacimiento Reservoir water level at mean sea level.

Irrigation Use means and includes all uses other than residential use and commercial use and includes water supplied to parks, recreational facilities such as golf courses, landscaping, and water supplied to schools to irrigate turf.

Non-Residential Use means all uses other than residential uses that receive District water. These uses include but are not limited to commercial uses, institutional uses, public facilities, and irrigation uses.

Owner means the person holding the legal title to the real property constituting the premises to which water service is to be provided or is legally authorized to represent the title owner.

Potable Water means any water delivered through the District's water distribution system.

Reservoir means the Lake Nacimiento Reservoir.

Residential means any premise used for or designated as a single family residential dwelling, including each unit of a duplex or triplex in all cases in which there is a separate or individual water meter or a single meter serving a multi-family unit.

Subdivision means a group of homes grouped together as defined in the Subdivision Map Act and the subdivision ordinance of the County of San Luis Obispo.

Unit of water means 100 cubic feet of water or 748 gallons of water.

5.930 - Conservation Goals are Based on Historical Averages

The water conservation goals and water allocation procedures of this Ordinance are based on historical average water use per residential subdivision at Heritage Ranch. The development of Heritage Ranch preceded as a master planned community with construction of individual subdivisions (tracts). Each tract contains similar sized lots and similar water use patterns per residence. Tracts of similar sized lots/water use patterns are grouped together. The existing 15 tracts have been placed in 6 groups with the following average water use per residence:

- A. Group 1 – Tracts 446, 447, 452, 475, 424, 466, 474, 1094, 720, and 1990. The average water use for this group is 249 gpd/meter or 10 units monthly.
- B. Group 2 - Tracts 721 and 693. The average water use for this group is 399 gpd/meter or 16 units monthly.
- C. Group 3 - Tract 1910. The average water use for this group is 549 gpd/meter or 22 units monthly.
- D. Group 4 – Tract 1063. The average water use for this group is 1,049 gpd/meter or 43 units monthly.
- E. Group 5 – Tract 71-217. The average water use for this group is 1,808 gpd/meter or 74 units monthly.
- F. The calculations of the water use for any residential subdivision or premises that is not in existence on the date of this Ordinance shall be estimated by the District Engineer and used as the base year average water allocation until such time as actual average water use can be determined by usage.

5.940 - Staged Implementation

The General Manager shall monitor the Nacimiento Reservoir water elevation and demand for water and shall report in writing to the Board the Reservoir water level as determined to exist or as predicted to occur during the balance of the calendar year, based on the Reservoir water level elevation at the end of the winter season, March 31st. The General Manager shall recommend in the report the appropriate water conservation stage, if any, referenced in Section 5.945, below. The Board shall, no later than four weeks after receipt of such report, consider the General Manager's report at a public hearing. Notice of the time and place of the public hearing shall be published one time at least seven days prior to the date of the hearing in a newspaper of general circulation published within the District. If the Board concurs that any such events have occurred, it shall immediately consider adopting a resolution implementing the appropriate water shortage conservation stage, pursuant to Section 5.945. The conservation stage implementation procedures as detailed in Section 5.945 shall apply to stages, II, III, and IV. Stage I implementation shall follow these procedures except for the public hearing and notice requirements.

5.945 - Trigger Points – Conservation Measures

Water Shortage Conservation Stages I – IV shall be triggered by the following conditions when the Reservoir level is at or below the reset value:

A. Stage I - Education

Trigger Condition: Reservoir level between 730' - 720' mean sea level.

Stage I alerts the District and its customers that the Reservoir is heading in to a drought condition and therefore, water releases may be reduced at the dam outlet works. Upon a determination by the General Manager that a Stage I condition exists, a water conservation education plan will be implemented. In Stage I, the District encourages customers to start

conserving water, but no enforcement actions will occur. The following action shall be taken to educate the public on the potential drought conditions:

- a) District shall increase its level of education and notification to conserve water through various means determined appropriate by District Staff. This may include flyers in water bills, signs at the entry gate, public meetings, etc.
- b) In addition to those measures stated above, the Board of Directors by resolution and/or ordinance may adopt additional water conservation measures.

B. Stage II - Awareness

Trigger Condition: Reservoir level between 720' - 700' mean sea level.

Stage II continues to alert the District and its customers that the Reservoir is heading into a drought condition with the water storage level at 18% of capacity. In addition to the water conservation measures established in Stage I above, upon a determination by the Board of Directors, that the Stage II condition exists, then one or more of the following prohibitions shall be considered and adopted by the Board of Directors, with the goal of achieving a minimum of **fifteen percent (15%)** reduction in water consumption:

- a) In addition to the regular metered water service charges under Section 3.900 of the District Code, every customer shall pay for each billing period an excess charge (fee surcharge) for water delivered in excess of the allotments established below:
 - i. Group 1 – Tracts 446, 447, 452, 475, 424, 466, 474, 1094, 720, and 1990. 212 gpd/meter or 9 units of water monthly.
 - ii. Group 2 – Tracts 721 and 693. 339 gpd/meter or 14 units of water monthly.
 - iii. Group 3 – Tract 1910. 467 gpd/meter or 19 units of water monthly.
 - iv. Group 4 – Tract 1063. 892 gpd/meter or 36 units of water monthly.
 - v. Group 5 – Tract 71-217. 1,537 gpd/meter or 63 units of water monthly.
- b) Non-residential uses shall receive a water allocation using a percent reduction methodology based on the average of the previous two years of water use. Stage II will be a 15% reduction from the average use over the past two years.
- c) A fee surcharge of fifty percent (50%) per unit will be levied on all residential and non-residential water accounts that use in excess of the maximum water allotment referenced in subparagraphs (a) and (b), above.
- d) Any water allotments included with the base water meter fee are eliminated.
- e) Any leak forgiveness policy that may be in effect is eliminated.
- f) All outside irrigation may only occur between the hours of 8:00 pm and 7:00 am.
- g) Potable water use for washing vehicles, boats, trailer or other types of mobile equipment and sidewalks and driveways shall be highly discouraged.
- h) Potable water use that results in excess runoff is discouraged.
- i) District may offer incentives/rebates for the replacement of high water using appliances and plumbing fixtures.
- j) The District may notify customers via mail and signs throughout the District to alert customers of the potential drought conditions.
- k) The District may increase their efforts to inform and educate the public on water conservation methods.
- l) In addition to those measures stated above, the Board of Directors, by resolution and/or ordinance, may adopt additional water conservation measures on an urgency basis.

- m) The General Manager shall provide notice to all District customers regarding the Board of Directors declaration of water awareness condition and activation of Stage II Water Conservation Program. Such notice shall be mailed within fourteen (14) days of the Board's action. However, failure to mail the notice within this fourteen (14) day time period shall not invalidate the Board's action.

C. Stage III - Drought

Trigger Condition: Reservoir level between 700' - 680' mean sea level.

Stage III confirms the Reservoir is in a drought condition with the water storage level at 9% of capacity. In addition to the water conservation measures established in Stage I and Stage II above, upon a determination of the Board of Directors that Stage III conditions exist, then one or more of the following prohibitions shall be considered and may be adopted by the Board of Directors, with a goal of achieving a **thirty percent (30%)** reduction in water consumption:

- a) In addition to the regular metered water service charges under Section 3.900 of the District Code, every customer shall pay for each billing period an excess charge (fee surcharge) for water delivered in excess of the allotments established below:
 - i. Group 1 – Tracts 446, 447, 452, 475, 424, 466, 474, 1094, 720, and 1990. 174 gpd/meter or 7 units of water monthly.
 - ii. Group 2 – Tracts 721 and 693. 279 gpd/meter or 11 units of water monthly.
 - iii. Group 3 – Tract 1910. 384 gpd/meter or 16 units of water monthly.
 - iv. Group 4 – Tract 1063. 734 gpd/meter or 30 units of water monthly.
 - v. Group 5 – Tract 71-217. 1,266 gpd/meter or 51 units of water monthly.
- b) Non-residential uses shall receive a water allocation using a percent reduction methodology based on the average of the previous two years of water use. Stage III will be a minimum 30% reduction from the average use over the past two years.
- c) A fee surcharge of one hundred percent (100%) per unit will be levied on all residential and non-residential water accounts that use in excess of the maximum water allotment referenced in subparagraphs (a) and (b), above.
- d) The use of potable water for washing vehicles, sidewalks, driveways, etc, will be prohibited.
- e) Use of water from fire hydrants shall be limited to fire suppression and/or other activities immediately necessary to maintain health, safety and welfare of residents within the boundaries of the Heritage Ranch Community Services District.
- f) Water main flushing shall be prohibited unless authorized in writing by the District General Manager.
- g) Will Serve Letters shall not be issued. Applications for Will Serve Letters shall be received and placed on a waiting list.
- h) The use of District potable water for dust control and soil compaction for construction projects shall be prohibited.
- i) The District will pursue a vigorous public information program about water supply conditions and the need to reduce water consumption by such means deemed appropriate by the General Manager.
- j) In addition to those measures stated above, the Board of Directors, by resolution and/or ordinance, may adopt additional water conservation measures on an urgency basis.
- k) The General Manager shall provide notice to all District customers regarding the Board of Directors declaration of water drought conditions and activation of Stage III

Water Conservation Program. Such notice shall be mailed within fourteen (14) days of the Board's action. However, failure to mail the notice within this fourteen (14) day time period shall not invalidate the Board's action.

D. Stage IV - Extreme Drought

Trigger Condition: Reservoir level between 680' - 670' mean sea level

Stage IV is a result of the Reservoir level dropping to 4% of capacity. Stage IV reflects that the Reservoir is in an extreme drought. In addition to the water conservation measures established in Stage I, Stage II, and Stage III above, and upon a determination of the Board of Directors, that Stage IV conditions exist, then one or more of the following prohibitions shall be considered and adopted by the Board of Directors, with a goal of achieving a minimum of a **fifty percent (50%)** reduction in water consumption:

- a) In addition to the regular metered water service charges under Section 3.900 of the District Code, every customer shall pay for each billing period an excess charge (fee surcharge) for water delivered in excess of the allotments established below:
 - i. Group 1 – Tracts 446, 447, 452, 475, 424, 466, 474, 1094, 720, and 1990. 125 gpd/meter or 5 units of monthly.
 - ii. Group 2 – Tracts 721 and 693. 200 gpd/meter or 8 units of water monthly.
 - iii. Group 3 – Tract 1910. 275 gpd/meter or 11 units of water monthly.
 - iv. Group 4 – Tract 1063. 525 gpd/meter or 21 units of water monthly.
 - v. Group 5 – Tract 71-217. 904 gpd/meter or 37 units of water monthly.
- b) Non-residential uses shall receive a water allocation using a percent reduction methodology based on the average of the previous two years of water use. Stage IV will be a 50% reduction from the average use over the past two years.
- c) A fee surcharge of two hundred percent (200%) per unit will be levied on all residential and non-residential water accounts that use in excess of the maximum water allotment referenced in subparagraphs (a) and (b), above.
- d) All exterior water features, including pools, spas, and fountains are prohibited.
- e) Water meters will not be set for new customers.
- f) Outside irrigation of any kind will be prohibited, including residential, commercial, institutional, and irrigation meters.
- g) In addition to those measures stated above, the Board of Directors, by resolution and/or ordinance, may adopt additional water conservation measures on an urgency basis.
- h) The General Manager shall provide notice to all District customers regarding the Board of Directors declaration of an extreme drought condition and activation of Stage IV Water Conservation Program. Such notice shall be mailed within fourteen (14) days of the Board's action. However, failure to mail the notice within this fourteen (14) day time period shall not invalidate the Board's action.

Section 5.950 - Increase of Stages

The Board of Directors may advance to a higher water conservation stage based upon a finding that the Nacimiento Reservoir storage level has decreased past the current conservation stage and further water conservation measures are needed to protect the health and welfare of the District and customers. The noticing and public hearing procedures as outlined in Section 5.945 shall be used to increase water conservation stages.

Section 5.955 - Termination of Stages

The Board of Directors may terminate water conservation stages based upon a finding that the Nacimiento Reservoir storage level is at or above the elevation of 740' mean sea level or reduce the water conservation stage to a lower level by Resolution based on findings that the Reservoir water elevation level in storage is capable of providing sufficient water at a reduced stage to meet the demands and requirements of the District's water customers.

Section 5.960 - Enforcement

In addition to the water surcharges referenced in Section 5.945, the following apply to persons violating the water allotment provisions and all other water conservation provisions of this Ordinance:

- A.** Pursuant to Water Code Section 377, violation of any provision or failure to comply with any of the requirements of this Ordinance shall constitute a misdemeanor. Upon conviction thereof such person shall be punished by a fine not exceeding one thousand dollars (\$1,000) or by imprisonment in the County Jail for a period not exceeding 30 days, or by both. In its sole discretion, the District may decide on a case-by-case basis not to pursue its remedies pursuant to Section 5.960(a) for violations of this Ordinance.
- B.** In addition to the water surcharges referenced in Section 5.945 and the remedies available in Section 5.960(a) above, the following applies to persons violating the water allotment provisions and all other water conservation provisions of this Chapter commencing with Stage III:

- a) First Violation. A Notice of Violation shall be mailed to the customer by first class mail, return receipt requested, and posted by door hanger on the affected property.
- b) Second Violation. A one-gallon per minute flow restrictor will be installed at the violator's meter for services up to one and one-half inch (1 ½ ") size and comparatively-sized restrictors for larger services. The flow restrictor shall be left in place until such time as the customer has entered into a written water conservation plan to reduce consumption consistent with the water allotment adopted by the District and payment of all delinquencies, surcharges and penalties owing.

A fee pursuant to the current Fee Schedule based on actual costs shall be charged to the Customer's account for the installation or removal of a flow restrictor.

- c) Third Violation. Water service will be discontinued and the water meter will be removed from the premises of the violator. The District will send notice via certified mail at least forty-eight (48) hours prior to discontinuance of service and will attempt to contact an adult person at the premises by telephone or personal contact at least twenty-four (24) hours prior to discontinuance of service.

The meter will be reinstalled, on conditions set by the District and after the payment of District reconnection charges and the payment of all other charges, surcharges and penalties owing.

The remedies available to the District to enforce this Ordinance are cumulative and may be pursued consecutively by the District. The District's use of any one of the remedies and/or legal actions prescribed herein shall not bar the use of any other remedies provided in this Ordinance, or other District ordinances or by law for the purpose of enforcing the provisions hereof.

Section 5.965 - Enforcement Officer

The General Manager, or designee, shall be the Code Enforcement Officer primarily charged with enforcement of this Ordinance. For new Non-Residential construction, the General Manager has the authority to establish monthly average Base Year water consumption allocation.

Section 5.970 - Collections

Charges, surcharges and penalties authorized by this Ordinance shall constitute a lien on the property, and the District Manager is authorized to record a certificate declaring the amount of the charges, surcharges and penalties due pursuant to Government Code §61115(c).

Any such lien referenced in subparagraph (a), may order that the charges, surcharges and penalties be collected on the tax roll in the same manner as property taxes pursuant to the procedures of Government Code §61115(b).

Section 5.980 – Appeals/Variance

A customer may request relief from mandatory conservation practices or exceptions to the water allotments referenced in Section 5.945 by filing a written appeal for a variance with the District General Manager. The General Manager may grant relief in case of hardship if all feasible means of conserving water have been exercised, including but not limited to, retrofitting non-ULF toilets with ULF toilets, installing low-flow showerheads, implementing recommended conservation measures pursuant to a district water audit, implementing water conservation landscaping, and verifying no observable runoff from the customer's premise. All exceptions granted shall be reported to the Board of Directors at a regularly scheduled meeting.

A customer may appeal a decision or condition of the General Manager on a variance application to the District Board of Directors within 10 consecutive days of the decision by the General Manager. The request shall state all grounds for the appeal and shall include all evidence or documents provided to the General Manager to support the variance request. The failure to appeal the decision, in writing, to the Board of Directors within ten (10) consecutive days of the decision by the General Manager shall bar and waive all further appeals to the Board and result in the decision of the General Manager becoming final and non-appealable. The Board of Directors shall consider the appeal at a public meeting within thirty (30) days of receipt of the request for appeal. The Board of Directors shall act as the approval authority and review the appeal and retains broad discretion in denying, approving or conditionally approving any variance request. Nothing contained in this ordinance shall be construed as requiring the Board of Directors to grant any variance request. The Board of Directors shall have the right to deny any variance request in the sole discretion of the Board of Directors. The decision of the District Board of Directors shall be final.

Section 5.990 - Severability

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, ineffective or in any manner in conflict with the laws of the United States, or the State of California, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of the District hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsection, sentence, clause or phrase be declared unconstitutional, ineffective, or in any manner in conflict with the laws of the United States or the State of California.

If provisions of this Ordinance are in conflict with each other, any other resolution or ordinance of the District, or any State law or regulation, the more restrictive provisions shall apply.

TITLE 6 – SEWER DEPARTMENT

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6.000 – Scope and Applicability

The sewer department's service area comprises the area within the boundaries of the Heritage Ranch Community Services District encompassing the District's sewer works. The provisions of this Code shall apply to all owners of premises which are connected to the District sewer system.

6.010 - Penalties; Abatement

Any person violating these regulations shall be guilty of an infraction which shall be punishable by: (a) a fine not exceeding one hundred dollars for the first violation; (b) a fine not exceeding two hundred dollars for a second violation within one year; (c) a fine not exceeding five hundred dollars

for a third violation within one year of the second violation; (d) a fine not exceeding five hundred dollars for each subsequent violation of same ordinance within a year of the third violation. A person shall be guilty of a separate offense for each and every day during a portion of which any violation of these regulations is committed or continued by such person, and shall be punished accordingly.

In addition to the penalties hereinabove provided, any condition caused or permitted to exist in violation of the regulations of the District shall be deemed to be a public nuisance and may be abated as such.

6.100 - Definitions

This section defines the terms and phrases as they are used in this chapter.

Commercial customer. Any customer other than a domestic customer including but not limited to a motel, hotel, rest home, campground/recreation area, eating establishment, service stations, or car washing facility.

District sewer system. The system of works owned by the District which are used or are useful in the collection, conveyance and treatment of liquid waste generated within the District.

Domestic customer. Any residential customer of the District sewer system whose sewage is generated exclusively from ordinary household activities.

Institutional customer. Any customer, public or private, operating a public or private school, hospital, club, church, fire department, library, swimming pool, or other public or nonprofit activity.

Guarantee deposit. A guarantee deposit is for the purpose of ensuring payment upon final termination of service.

Multiple dwelling structure. Any two or more dwelling units in any single building or structure, or group of buildings or structures, including any apartment house or apartment court, excepting any multiple lodging structure.

Multiple lodging structure. Any two or more lodging units in any single building or structure, or group of buildings or structures, including any rooming house, motel, or trailer court.

Plumbing fixture. Any source of liquid waste entering the District sewer system, including but not limited to toilets, urinals, sinks, bathtubs, showers, lavatories, laundry tubs, slop sinks, floor drains, swimming pools and appliances such as washing machines and dish washers.

Public sewer. A sewer lying within a street, alley, easement or public right-of-way.

Private sewer line. A sewer line connecting the customer's premises to a lateral sewer of the District sewer system or to a private sewage disposal system.

Premises. Any lot, piece or parcel of land or any building or other structure or any part of any building or structure used or useful for human habitation or for carrying on a business or any commercial activity which has a connection with the District sewer system.

RV space. A seasonal recreational vehicle lot located in Tract 447.

Sewer system. The collection, treatment and disposal of sewage by means of the facilities of the District sewer system.

Sanitary sewer. A sewer which carries sewage and to which storm, surface, and ground waters are not intentionally admitted.

Sewage. A combination of water-carried wastes from residences, business buildings, institutions and commercial establishments.

Sewage works. All facilities for collecting, pumping, treating and disposing of sewage.

Sewer. A pipe or conduit for carrying sewage.

Sewer laterals. The horizontal piping extending from a main sewer line to a property line of a lot line and lying within a private, semi public street or public utility easement dedicated to the District and connected at the point of service at the customer's private sewer line.

Sewer service connection. To uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenances thereof from a specified place of service to a parcel of land.

Single family dwelling. A detached building designed for or occupied exclusively by one family as a residence.

6.200 - Sewer Connection Required

The owner of any building situated within the District and abutting on any street in which there is now located or may in the future be located a public sewer of the District, is required at his expense to connect said building directly with the proper public sewer in accordance with the provisions of this Code, within ninety days after date of official notice to do so, provided that said public sewer is within one hundred feet of the building.

6.210 - Permit Required

No person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance, nor install, alter, or repair any public sewer, lateral, plumbing system or other sewage facility, without first obtaining a will serve letter or written permit from the District and paying all fees in accordance with the current fee schedule of Chapter 3 of this Code.

6.220 - Drainage into Sanitary Sewers Prohibited

No leaders from roofs and no surface drains for rainwater shall be connected to any sanitary sewer. No surface or subsurface drainage, rain water, storm water, seepage, cooling water or unpolluted industrial process waters shall be permitted to enter any sanitary sewer by any device or method whatsoever. Storm water and all other unpolluted drainage shall be discharged to such storm drains as are specifically designated as storm sewers, or to a natural outlet.

6.230 - Private Sewer Disposal

Where a public sewer is not available under the provisions of this Code, the private sewer line shall be connected to a private sewage disposal system complying with the provisions of this code and all County codes. The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the District.

The type, capacities, location and layout of a private sewage disposal system shall comply with all recommendations of the Department of Public Health of the State of California, the County of San Luis Obispo, and the District Engineer. No septic tank or cesspool shall be permitted to discharge to any public sewer or any stream or watercourse.

At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in this Code, a direct connection shall be made to the public sewer in compliance with the ordinances, rules and regulations of the District, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned as required by law.

6.240 - Types of Wastes Prohibited

Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:

- A. Any liquid or vapor having a temperature higher than one hundred fifty degrees Fahrenheit;

- B. Any waters or wastes containing emulsified oil and/or grease exceeding an average of 50 parts per million of either soluble matter. The maximum admissible concentration shall be not more than 100 parts per million for a period not to exceed 15 minutes in any one hour;
- C. Any gasoline, benzene, fuel oil, or other flammable or explosive liquid, solid or gas;
- D. Any garbage that has not been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers. All ground garbage shall be capable of passing through a one half inch mesh screen before being introduced into the District sewer system;
- E. Any waters or wastes having a ph lower than 6.0 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works;
- F. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewage treatment plant;
- G. Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant;
- H. Any solid or viscous substance capable of causing an obstruction in the District sewer system or other interference with the proper operation of the District sewer system, including, but not limited to, any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, manure, hair, entrails, lime slurry, residues, chemical residues, paint residues and bulk solids;
- I. Any noxious or malodorous gas such as hydrogen sulfide, sulfur dioxide, or nitrous oxide or other substance which either singly or by interaction with other wastes, is capable of creating a public nuisance or hazard to life or of preventing entry into sewers for their maintenance and repair;
- J. Any cyanide in excess of five parts per million by weight;
- K. Any radioactive isotopes;
- L. Water which has been used as a cooling medium in any cooler, appliance, device or other apparatus;
- M. Any waters from any swimming pool or tank without the special written permission of the District;
- N. Any portable toilet waste or septic tank sludge without the special written permission of the District;
- O. Any waters or wastes which for a duration of more than fifteen minutes in any three hour period has a concentration greater than five times that of "normal" sewage as measured by the suspended solids, B.O.D. or conductivity.

6.250 - Interruptions in Service

The District shall not be liable for damage which may result from any interruption in sewer service. The District shall not be liable for interruption, shortage, or insufficiency of capacity, or for any loss or damage occasioned thereby if caused by accident, act of God, fire, strikes, riots, war or any other cause not within its control.

6.300 - Application for Service

Application for service must be made to the District in writing on the District's form, by the property owner or his/her authorized agent. Applications must be supported by data as required by the District, such as a map and/or legal description of the property to be served, a description or plan showing intended plumbing fixtures.

All applications will be processed in the order of the date the application is deemed complete provided the applicant meets all District requirements within 30 days of the initial application. If District requirements are not met within 30 days, the application shall be null and void and must be resubmitted to the District. The General Manager may extend the 30 day period if the District administrative staff is unable to process the application within that time frame.

Receiving an application shall in no way represent a commitment or agreement by the District to allow connection to the public sewer system. Said commitment will be made only at the time service actually commences, approval of a will serve letter, or when the District executes a service Extension Agreement, whichever occurs first. In the case of a service Extension Agreement, the commitment of the District to allow connection to the sewer works shall be limited to the number of connections to be installed pursuant thereto and in accordance with the terms thereof.

6.310 - Payment for Past Due Amounts

An application for service shall not be approved and service shall not be provided until the applicant has paid to the District in full all of the following that may be applicable:

- A. Connection and hook up fees.
- B. Guarantee deposit.
- C. Past due service charges, including any applicable interest and penalties, attributable to the applicant or the property that is the subject of the application.
- D. Past due standby charges, including any applicable interest and penalties, attributable to the property that is the subject of the application.

6.320 - Guarantee Deposit

A guarantee deposit may be required whenever the District has record or notice of the applicant having had more than one disconnection of service for non payment at any current, or previous service within the District or any other type of record of nonpayment of rent or other utility bills. The amount of the guarantee deposit shall be equal to double the bimonthly charge pursuant to Chapter 3 of this Code. No interest shall be paid on guarantee deposits.

A guarantee deposit with the District made by any Customer whose account is not in arrears is returnable upon discontinuance of all sewer service by the applicant. The guarantee deposit with the District made by any Customer shall be applied to the final closing bill. Any remaining surplus after payment of the final closing bill shall be returned to the Customer. Any deposit unclaimed for five (5) years from the date of discontinuance shall become the property of and be retained by the District.

6.330 - Conditions Preceding Sewer Service

Connection to the District's sewer works will be provided subject to:

- A. The existence of a sewer main collection line of adequate size and capacity abutting the property to be served, or the construction of adequate mains and lift stations facilities under the provisions of Chapter 4 of this Code.
- B. Advance payment of the District's connection and hook up charge for service as provided in Chapter 3 of this Code or as subsequently amended or adopted by the Board.

6.340 - Land Use Established

An application for service to unimproved land shall not be deemed complete by the District unless the applicant presents to the District a document from the County entity having jurisdiction verifying that:

- A. A valid Building Permit has been issued; or
- B. A Tentative Subdivision Map or other Land Use Permit has been approved.

6.350 - Classes of Service

All connections to the sewer system will be classified as follows:

- A. Residential – Single family
- B. Mobile Home
- C. Recreational Vehicle (RV) Space
- D. Commercial
- E. Institutional
- F. Multiple Dwelling
- G. Dump Station

6.360 – Changes in Sewage Loading

Customers making any material changes in the size, character or extent of the equipment or operations utilizing sewer service, or whose change in operations results in a large increase of sewage, shall immediately give the District written notice of the nature of the change and amend their application accordingly.

6.370 - Number and Location of Connections per Premises

The applicant may apply for as many sewer service connections as there are laterals extending from the main sewer line to the property line of the applicant's premises, provided that the pipeline system from each sewer service connection shall be independent of the others and such systems shall not be interconnected. The cost of all sewer service connections shall be borne by the applicant.

6.380 - District Access to Premises

By applying for or connecting to the District's sewer works each customer irrevocably licenses the District and its authorized employees and agents to enter upon the customer's property at reasonable times for purposes reasonably connected with the furnishing of sewer service

6.400 - Connection to Public Sewer

The connection of the customer's private sewer line into the public sewer shall be made at the lateral or "Y" branch available at a suitable location. Every connection made within a sewer lateral shall be made with a Calder Coupling or a glued fitting or its equivalent. Private sewer lines and laterals shall align vertically and horizontally so as not to inhibit the flow of waste water through the laterals. All alignments and connections must be inspected and approved by the District. Any damage to the public sewer shall be repaired at the cost of the applicant to the satisfaction of the District inspector. A connection shall not be approved if inspection thereof reveals any evidence of leakage, substandard construction or materials.

6.410 - Lateral Ownership and Maintenance

Laterals are owned and shall be maintained by the owner of the property served upon connection to the public sewer system. The District shall not maintain, repair, or replace laterals, except when need for such maintenance, repair and replacement is caused by District owned facilities as determined by the District Manager.

6.420 - Lateral Testing and Inspection

All connections to the public sewer work must be inspected and approved by the District before sewer service will be provided. Up to the time of inspection, all work must be and remain uncovered and convenient for the District's examination. The inspection shall be made within forty-eight hours, Sundays and holidays excluded, of the receipt of the notice by the District inspector. The connection work must be completed within sixty (60) days of the date the application was received by the District; if connection work is not completed within sixty (60) days, then the permit to connect shall be null and void and the connection fee returned to the applicant.

A wet test will be required of the private sewer line from the connection at the street lateral to the connection with the structure. The private sewer line shall be plugged at its connection with the street lateral and completely filled with water from its lowest point to finished grade at its highest point. The private sewer line shall be water-tight at all points and no leakage will be allowed. The District shall be notified at least twenty-four hours before the work is to be tested and inspected. No private sewer line shall be covered or put into use until it has been tested and approved as prescribed herein. The contractor shall supply all equipment and materials to complete the test.

The Customer shall comply with the provisions of the San Luis Obispo County Code of Building Regulations and the San Luis Obispo County Plumbing Code pertaining to the design and construction of private sewer lines. The Customer shall at all times keep such private lines in good repair.

6.430 - Minimum Size and Slope

The minimum size private sewer line for a single-family dwelling or duplex under single ownership shall be four inches diameter. The minimum size private sewer line for a multiple-family dwelling, commercial building or building service up to a maximum of five hundred equivalent fixture units shall be six inches diameter. When more than one private sewer line is connected to a single sewer lateral, the sewer lateral from the point of intersection of one or more private sewer lines to the public sewer shall be not less than six inches diameter. The minimum slope of a private sewer line shall be two feet per one hundred feet (two percent slope).

6.440 - Sewer too Low

In all buildings in which any building sewer is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building sewer shall be lifted by artificial means, approved by the General Manager, and discharged to the public sewer at the expense of the owner.

6.450 – Cleanouts

Cleanouts shall be installed in every private sewer line at the plumbing system connection, usually two feet from the foundation, at bends of forty-five degrees or larger, and at the connection to the lateral sewer, usually at the property line. In no case shall the distance between cleanouts measured along the pipeline be greater than one hundred feet. The cleanouts shall be constructed of the same material and size as the private sewer line.

6.460 - Damage to District Property

It shall be a violation of this Code for any person to remove or cause to be removed, to damage or cause to be damaged, any portion of the District sewer system or to open or enter or cause to be opened or entered, any District sewer without first obtaining a permit in writing from the District. The customers shall be liable for any damage to any facilities of the District property when such damage is from causes originating on the premises by an act of the customer or his tenants, agents, employees, contractors, licensees or permittee, The District shall be reimbursed by the customer for any such damage promptly on demand.

6.500 - Discontinuance of Service

Water service may be discontinued at the premises by the District for the following reasons:

- A. Nonpayment. Water service may be discontinued for nonpayment of sewer service bills in accordance with Chapter 3. The failure of the customer to receive the delinquent notices shall not affect the District's power hereunder. If a customer receives sewer service at more than one location and the bill for sewer service at any one location is not paid within the time provided for payment, water service at all locations may be discontinued.
- B. Unsafe Apparatus. Water service may be refused or discontinued to any premises where apparatus or appliances are in use or where sewage is being generated which might endanger or disturb sewer service to other customers.

- C. Cross Connections. Water service may be refused or discontinued to any premises where there exists a cross connection in violation of District, County, State, or Federal laws.
- D. Fraud or Abuse. Water service may be discontinued if necessary to protect the District against fraud or abuse.
- E. Noncompliance with Regulations. Water service may be discontinued for noncompliance with the provisions of this Ordinance Code relating to sewer service.

6.510 - Request for Permanent Disconnection

Upon written request by the customer for permanent disconnection of a service, the District shall make a determination to approve or deny the request. Approval shall be conditioned upon the receipt by the District of a cash deposit, the amount of which is to be determined by the District, from the customer sufficient to physically remove the service. Upon completion of the work, any remaining deposit shall be returned to said customer or, if the deposit was insufficient, said customer shall pay the difference within thirty days of invoice date for same.

6.600 - 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.

6.610 - Maintenance of Interceptors

All grease, oil and sand interceptors shall be maintained by the owner, at his expense, in continuously efficient operation at all times.

6.700 - Preliminary Treatment of Wastes

- A. The General Manager shall review and approve the following waters or wastes before admission into the public sewers:
 - (1) A five-day biochemical oxygen demand greater than three hundred parts per million by weight; or
 - (2) Containing more than three hundred fifty parts per million by weight of suspended solids; or
 - (3) Containing any quantity of substance having the characteristics described in Section 6.240; or
 - (4) Having an average daily sewage flow greater than two percent of the average daily sewage flow of the District.
- B. Where necessary in the opinion of the General Manager, the owner shall provide, at his expense, such preliminary treatment as may be necessary to:
 - (1) Reduce the biochemical oxygen demand to three hundred parts per million and the suspended solids to three hundred fifty parts per million by weight; or
 - (2) Reduce objectionable characteristics or constituents to within the maximum limits provided for in Section 6.240; or
 - (3) Control the quantities and rates of discharge of such waters or wastes.
- C. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the General Manager and of the Water Quality Control Board of the State and no construction of such facilities shall be commenced until said approvals are obtained in writing.

6.710 - Maintenance of Pretreatment Facilities

Where pretreatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense.

6.720 - Measurements and Tests

All measurements, tests, and analysis of the characteristics of waters and wastes to which reference is made in this sections shall be determined in accordance with standard methods and shall be determined at the nearest downstream manhole in the public sewer to the point at which the sewer lateral is connected.

6.730 - Special Agreements

No statement contained in Sections 6.700 through 6.720 shall be construed as preventing any special agreement or arrangement between the District and any commercial, institutional or industrial concern whereby an commercial, institutional or industrial waste of unusual strength or character may be accepted by the District for treatment, subject to payment therefore by the industrial concern and subject to such terms and conditions as might be required by the District.

**AN ORDINANCE OF THE HERITAGE RANCH COMMUNITY SERVICES DISTRICT
TO AMEND TITLE 8 OF THE HERITAGE RANCH COMMUNITY SERVICES
DISTRICT CODE OF ORDINANCES AND ADOPT MANDATORY SOLID WASTE,
ORGANIC WASTE, AND RECYCLING MATERIALS RULES AND REGULATIONS**

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ORDINANCE 21-01

AN ORDINANCE OF THE HERITAGE RANCH COMMUNITY SERVICES DISTRICT TO AMEND TITLE 8 OF THE HERITAGE RANCH COMMUNITY SERVICES DISTRICT CODE OF ORDINANCES AND ADOPT MANDATORY SOLID WASTE, ORGANIC WASTE, AND RECYCLING MATERIALS RULES AND REGULATIONS AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

WHEREAS, the Heritage Ranch Community Services District (“District”) is a community services district duly formed under Government Code Section 61000 et seq. to provide community services within the District’s service area; and

WHEREAS, Government Code Section 61600(c) authorizes Community Services Districts to provide the collection and disposal of solid waste; and

WHEREAS, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires jurisdictions to reduce, reuse, and recycle (including composting) Solid Waste generated to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, Assembly Bill 341 of 2011 places requirements on Commercial Businesses and Multi-Family Premises that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires jurisdictions to implement a mandatory Commercial recycling program; and

WHEREAS, Assembly Bill 1826 of 2014 requires Commercial Businesses and Multi-Family Premises that generate a specified threshold amount of Solid Waste, Recyclable Materials, and Organic Materials per week to arrange for recycling services for that waste, requires jurisdictions to implement a recycling program to divert Organic Materials from Commercial Businesses and Multi-Family Premises subject to the law, and requires jurisdictions to implement a mandatory Commercial Organic Materials recycling program; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce Organic Waste in landfills as a source of methane. The regulations place requirements on multiple entities including jurisdictions, residential households, Multi-Family Premises, Commercial Businesses, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of the SB 1383 statewide Organic Waste disposal reduction targets; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations; and

WHEREAS, this Ordinance amends Title 8 of the Heritage Ranch Community Services District Code of Ordinances and implements rules, regulations, and the requirements of AB 341, AB 1826, and SB 1383.

THE HERITAGE RANCH COMMUNITY SERVICES DISTRICT DOES HEARBY ORDAIN AS FOLLOWS:

SECTION 1.

Title 8 of the District’s Code of Ordinances is hereby amended and superseded as follows:

8.000 GENERAL PROVISIONS

8.010 Title of Ordinance

This chapter shall be entitled “Mandatory Solid Waste, Organic Waste, and Recycling Materials Ordinance.”

8.020 Effective Date

This Ordinance shall be effective commencing on January 1, 2022.

8.030 Purpose of the Ordinance

The Purpose of the Ordinance is to assure the continuance of a collection and disposal of Solid Waste, Recyclable Materials, and Organic Waste for the benefit all citizens of the District. It is necessary that rules, regulations, and procedures be established for the health and safety of all residents and guests of the community. Procedures related to the disposal and collection of Solid Waste, Organic Waste, and Recyclable Materials and are established by the Franchisee and all parties subject to this Ordinance are directed to the Franchisee to access general information and to start, change, or verify service.

8.040 Definitions

The following words, terms, phrases, and their derivations have the meanings given herein. When consistent with the context, words used in the present tense include the future tense, and words in the singular number include the plural number.

- (a) “Alternative Daily Cover (ADC)” has the same meaning as in Section 20690 of Title 27 of the California Code of Regulations.
- (b) “Alternative Intermediate Cover (AIC)” has the same meaning as in Section 20700 of Title 27 of the California Code of Regulations.
- (c) “Bulky Item” means discarded appliances (including refrigerators), furniture, tires, carpets, mattresses, Yard Trimmings and/or wood waste, and similar large items which can be handled by two (2) people, weigh no more than two hundred (200) pounds, and require special collection due to their size or nature, but can be collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky Items must be generated by the customer and at the service address wherein the Bulky Items are collected. Bulky Items do not include abandoned automobiles, large auto parts, trees, construction and demolition debris, or items herein defined as Excluded Waste.

- (d) “CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others).
- (e) “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this Ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
- (f) “Cast Offs” means discarded mattresses, couches, chairs, and other household furniture, but does not include rubble or Solid Waste.
- (g) “District Enforcement Official” means the District General Manager, authorized person(s), or the District Designee(s) who is/are partially or whole responsible for enforcing the Ordinance.
- (h) “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or industrial facility.
- (i) “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in this Section 8.040 or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
- (j) “Community Composting” means any activity that Composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
- (k) “Compliance Review” means a review of records by the District to determine compliance with this Ordinance.
- (l) “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), (or any variation thereof) includes a controlled biological decomposition of Organic Materials yielding a safe and nuisance free Compost product.
- (m) “Contractor” means franchisee, organized and operating under the laws of the State and its officers, directors, employees, agents, companies, related-parties, affiliates, subsidiaries, and subcontractors.

- (n) "County Enforcement Official" means a county agency enforcement official, if so if designated for enforcing the Ordinance in conjunction or consultation with District Enforcement Official.
- (o) "Customer" means the Person whom Contractor submits its billing invoice to and collects payment from for Collection services provided to a Premises. The Customer may be either the Occupant or Owner of the Premises.
- (p) "C&D" means construction and demolition debris.
- (q) "County" means the County of San Luis Obispo, a political subdivision of the State of California.
- (r) "Designated Waste" means non-Hazardous Waste which may pose special Disposal problems because of its potential to contaminate the environment, and which may be Disposed of only in Class II Disposal sites or Class III Disposal sites pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste by the State, in California Code of Regulations Title 23, Section 2522 as may be amended from time to time.
- (s) "Designee" means a person or entity that the District contracts with or otherwise agrees and arranges to carry out any of the District's responsibilities of this Ordinance as authorized in 14 CCR Section 18981.2. A Designee may be an individual person, a government entity, a hauler, a private entity, or a combination of those entities.
- (t) "Discarded Materials" means Recyclable Materials, Organic Materials, and Solid Waste placed by a Generator in a collection container and/or at a location for the purposes of collection excluding Excluded Waste.
- (u) "District" means the Heritage Ranch Community Services District, which is a California Special District, a form of local government created by a local community to meet a specific need or needs, and all the territory lying within its boundaries as presently existing or as such boundaries may be modified from time to time.
- (v) "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this Ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Health and Safety Code, including the California Retail Food Code.
- (w) "Enforcement Action" means an action of District or its Designee to address non-compliance with this Ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

- (x) “Excluded Waste” means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the District and its Generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or Ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in District, or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose District, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.
- (y) “Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
- (z) “Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.
- (aa) “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- (bb) “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
 - (1) A food bank as defined in Section 113783 of the Health and Safety Code;
 - (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
 - (3) A nonprofit charitable temporary Food Facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Ordinance.

- (cc) “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
- (dd) “Food Scraps” means those Discarded Materials that will decompose and/or putrefy including: (i) all kitchen and table Food Waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (iv) vegetable trimmings, houseplant trimmings and other Compostable Organic Waste common to the occupancy of Residential dwellings. Food Scraps are a subset of Food Waste. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
- (ee) “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
- (ff) “Food-Soiled Paper” is compostable paper material that has come in contact with Food Scraps or liquid, such as, but not limited to, compostable paper plates, napkins, and pizza boxes.
- (gg) “Food Waste” means Source Separated Food Scraps and Food-Soiled Paper.
- (hh) “Food Waste Self-Hauler” means a Self-Hauler who generates and hauls, utilizing their own employees and equipment, an average of one cubic yard or more per week, or 6,500 pounds or more per quarter of their own Food Waste to a location or facility that is not owned and operated by that Self-Hauler. Food Waste Self-Haulers are a subset of Self-Haulers.
- (ii) “Franchisee” means the person, entity, or Company with a Franchise Agreement to collect, receive, carry, haul or transport Discarded Materials within the District and shall include the agents or employees of the Franchisee.
- (jj) “Franchise Agreement” means an agreement with a Franchisee.
- (kk) “Generator” means a person or entity that is responsible for the initial creation of one or more types of Discarded Materials.

- (ll) “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).
- (mm) “Hauler Route” means the designated itinerary or sequence of stops for each segment of the District’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).
- (nn) “Hazardous Substance” means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Wastes", "toxic waste", "pollutant", or "toxic substances", or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and, (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other Applicable Law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.
- (oo) “Hazardous Waste” means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as solar panels from residential premises, and Hazardous Waste by the U.S. Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.
- (pp) “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

- (qq) “Infectious Waste” means (a) equipment, instruments, utensils and other fomites of a disposable nature from the rooms of patients who are suspected to have or have been diagnosed as having a communicable disease and must, therefore, be isolated as required by public health agencies; (b) laboratory wastes, including pathological specimens (i.e., all tissues, specimens of blood elements, excreta and secretions obtained from patients or laboratory animals) and disposable fomites (any substance that may harbor or transmit pathogenic organisms) attendant thereto; and/or (c) surgical operating room pathologic specimens - including recognizable anatomical parts, human tissue, anatomical human remains and disposable materials from hospitals, clinics, outpatient areas and emergency rooms, as defined in 14 CCR Section 17225.36.
- (rr) “Inspection” means a site visit where a District reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Recyclable Materials, Organic Waste, Solid Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).
- (ss) “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Ordinance.
- (tt) “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Ordinance.
- (uu) “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of District or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

- (vv) “Multi-Family Residential Dwelling” or “Multi-Family” or “MFD” means of, from, or pertaining to residential Premises with five (5) or more dwelling units including such Premises when combined in the same building with Commercial establishments, that receive centralized, shared, Collection service for all units on the Premises which are billed to one (1) Customer at one (1) address. Customers residing in Townhouses, mobile homes, condominiums, or other structures with five (5) or more dwelling units who receive individual service and are billed separately shall not be considered Multi-Family. Multi-Family Premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- (ww) “Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- (xx) “Occupant” means the Person who occupies a Premises.
- (yy) “Organic Materials” means Yard Trimmings and Food Waste, individually or collectively that are set aside, handled, packaged, or offered for collection in a manner different from Solid Waste for the purpose of processing. No Discarded Material shall be considered to be Organic Materials, however, unless it is separated from Recyclable Material and Solid Waste. Organic Materials are a subset of Organic Waste.
- (zz) “Organic Materials Container” shall be used for the purpose of storage and collection of Source Separated Organic Materials.
- (aaa) “Organic Waste” means wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
- (bbb) “Owner” means the Person(s) holding legal title to real property and/or any improvements thereon and shall include the Person(s) listed on the latest equalized assessment roll of the County Assessor.
- (ccc) “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
- (ddd) “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars,

brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

- (eee) “Premises” means and includes any land, building and/or structure, or portion thereof, in the District where Discarded Materials are produced, generated, or accumulated. All structures on the same legal parcel, which are owned by the same person shall be considered as one Premises.
- (fff) “Prohibited Container Contaminants” means the following: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as acceptable Source Separated Recyclable Materials for the District’s Recyclable Materials Container; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable Source Separated Organic Materials for the the District’s Organic Materials Container; (iii) Discarded Materials placed in the Solid Waste Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organic Materials to be placed in the District’s Organic Materials Container and/or Recyclable Materials Container; and, (iv) Excluded Waste placed in any container.
- (ggg) “Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- (hhh) “Recyclable Materials” means those Discarded Materials that the Generators set out in Recyclables Containers for Collection for the purpose of Recycling by the Service Provider and that exclude Excluded Waste. No Discarded Materials shall be considered Recyclable Materials unless such material is separated from Organic Materials, and Solid Waste. Recyclable Materials shall include, but not be limited to by-products or discards set aside, handled, packaged or offered for Collection from Residential, Commercial, governmental or industrial customers in a manner different from Solid Waste. Including, but not limited to, aluminum, newspaper, clear and colored glass, tin and bi-metal, all plastic containers (except polystyrene), cardboard, chipboard, magazines, mixed paper (including magazines, phone books and junk mail) and motor oil and filters.. For the purpose of collection of Recyclable Materials through contractor’s collection services, recyclable materials shall be limited to those materials identified by the collection contractor as acceptable recyclable materials.
- (iii) “Recyclable Materials Container” shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.
- (jjj) “Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

- (kkk) “Refuse” includes garbage, recyclables, green waste, Cast Offs, and/or Rubble.
- (lll) “Residential” shall mean of, from, or pertaining to a Single-Family Premises or Multi-Family Premises including Single-Family homes, apartments, condominiums, Townhouse complexes, mobile home parks, and cooperative apartments.
- (mmm) “Responsible Party” means the Owner, property manager, tenant, lessee, Occupant, or other designee that subscribes to and pays for Recyclable Materials, Organic Materials, and/or Solid Waste collection services for a Premises in the District, or, if there is no such subscriber, the Owner or property manager of a Single-Family Premises, Multi-Family Premises, or Commercial Premises. In instances of dispute or uncertainty regarding who is the Responsible Party for a Premises, Responsible Party shall mean the Owner of a Single-Family Premises, Multi-Family Premises, or Commercial Premises.
- (nnn) “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-Premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- (ooo) “Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
- (ppp) “Rubble” means and includes all debris from the construction, demolition or alteration of buildings, earth, rocks or incinerator ashes, brick, mortar, concrete and similar solid material.
- (qqq) “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- (rrr) “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this Ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- (sss) “Self-Haul” means to act as a Self-Hauler.
- (ttt) “Self-Hauler” means a person, who hauls Solid Waste, Organic Waste or Recyclable Material they have generated to another person. Self-hauler also

includes a landscaper, or a person who back-hauls waste. Back-haul means generating and transporting Recyclable Materials or Organic Waste to a destination owned and operated by the Generator or Responsible Party using the Generator's or Responsible Party's own employees and equipment.

- (uuu) "Service Level" refers to the size of a Customer's Container and the frequency of Collection service.
- (vvv) "Single-Family" or "SFD" refers to any detached or attached house or residence of four (4) units or less designed or used for occupancy by one (1) family, provided that Collection service feasibly can be provided to such Premises as an independent unit, and the Owner or Occupant of such independent unit is billed directly for the Collection service. Single-Family includes Townhouses, and each independent unit of duplex, tri-plex, or four-plex Residential structures, regardless of whether each unit is separately billed for their specific Service Level.
- (www) "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, Refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:
- (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.
 - (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
 - (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.
 - (4) Recyclable Materials, Organic Materials, and Construction and Demolition Debris when such materials are Source Separated.

Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe

Collection, Recycling, treatment, and Disposal of household hazardous waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time. Solid Waste includes salvageable materials only when such materials are included for Collection in a Solid Waste Container not Source Separated from Solid Waste at the site of generation.

- (xxx) “Solid Waste Container” shall be used for the purpose of storage and collection of Solid Waste.
- (yyy) “Source Separated” or “Source-Separated (materials)” means materials, including commingled Recyclable Materials and Organic Materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the Ordinance, Source Separated shall include separation of materials by the Generator, Responsible Party, or Responsible Party’s employee, into different containers for the purpose of collection such that Source-Separated materials are separated from Solid Waste for the purposes of collection and processing.
- (zzz) “Source Separated Organic Materials” means Organic Materials that are Source Separated and placed in an Organic Materials Container.
- (aaaa) “Source Separated Recyclable Materials” means Recyclable Materials that are Source Separated and placed in a Recyclable Materials Container.
- (bbbb) “Standard Container” means Organic Waste Containers, Recyclable Materials Containers, and Organic Waste Containers approved by the District and/or the Franchisee.
- (cccc) “State” means the State of California.
- (dddd) “Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).
- (eeee) “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:
 - (1) Supermarket.
 - (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
 - (3) Food Service Provider.

- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Ordinance.

(ffff) “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Ordinance.

(gggg) “Ton” or “Tonnage” means a unit of measure for weight equivalent to two thousand (2,000) standard pounds where each pound contains sixteen (16) ounces.

(hhhh) “Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

(iiii) “Yard Trimmings” or “Green Waste” means those Discarded Materials that will decompose and/or putrefy, including, but not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of Organic Materials resulting from normal yard and landscaping maintenance that may be specified in District Legislation for Collection and Processing as Organic Materials under this Agreement. Yard Trimmings does not include

items herein defined as Excluded Waste. Yard Trimmings are a subset of Organic Materials. Yard Trimmings placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit within the Contractor-provided Container. Acceptable Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the District.

8.100 MANDATORY SOLID WASTE, ORGANIC WASTE, AND RECYCLING SERVICE

8.110 Requirements for Single-Family Premises

- (a) Except Responsible Parties of Single-Family Premises that meet the Self-Hauler requirements in Section 8.180 of this Ordinance, Responsible Parties of Single-Family Premises shall comply with the following requirements:
- (1) Subscribe to and pay for District's three-container collection services for weekly collection of Recyclable Materials, Organic Materials, and Solid Waste generated by the Single-Family Premises and comply with requirements of those services as described below in Section 8.110(a)(2). District and its Designee(s) shall have the right to review the number and size of a Generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Parties for Single-Family Premises shall adjust their Service Level for their collection services as requested by the District.
 - (2) Participate in the District's three-container collection service(s) in the manner described below.
 - (i) Place, or, if Responsible Party is not an occupant of the Single-Family Premises, direct its Generators to place, Source Separated Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.
 - (ii) Not place, or, if Responsible Party is not an occupant of the Single-Family Premises, direct its Generators to not place Prohibited Container Contaminants in collection containers and not place materials designated for the Organic Materials Containers or Recyclable Materials Containers in the Solid Waste Containers.
- (b) Nothing in this Section prohibits a Responsible Party or Generator of a Single-Family Premises from preventing or reducing Discarded Materials generation, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

- (c) The requirements of this Section 8.110 may be subject to a low-population waiver pursuant to Article 3 in Title 14 of the California Code of Regulations, Sections 18984 through 18984.13. Please contact the District for verification.

8.120 Requirements for Multi-Family Residential Dwellings

- (a) Responsible Parties of Multi-Family Premises shall provide or arrange for Recyclable Materials, Organic Materials, and Solid Waste collection services consistent with this Ordinance and for employees, contractors, and tenants. Responsible Parties of Multi-Family Premises may receive waivers pursuant to Section 8.140 for some requirements of this Section.
- (b) Except for Responsible Parties of Multi-Family Premises that meet the Self-Hauler requirements in Section 8.180 of this Ordinance, including hauling services arranged through a landscaper, Responsible Parties of Multi-Family Premises shall:
 - (1) Subscribe to and pay for the District's three or more-container collection services and comply with requirements of those services for all Recyclable Materials, Organic Materials, and Solid Waste generated at the Multi-Family Premises as further described below in this Section. The District and its Designee(s) shall have the right to review the number and size of the Multi-Family Premises' collection containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Party of a Multi-Family Premises shall adjust their Service Level for their collection services as requested by the District or its Designee.
 - (2) Participate in the District's three or more-container collection service(s) for at least weekly collection of Recyclable Materials, Organic Materials, and Solid Waste in the manner described below.
- (c) Place and/or direct its Generators to place Source Separated Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.
- (d) Not place and/or direct its Generators to not place Prohibited Container Contaminants in collection containers and to not place materials designated for the Organic Materials Containers or Recyclable Materials Containers in the Solid Waste Containers.
 - (1) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with the District's Recyclable Materials Container, Organic Materials Container, and Solid Waste Container collection service or, if Self-Hauling, consistent with the

Multi-Family Premises' approach to complying with Self-Hauler requirements in Section 8.180 of this Ordinance.

- (2) Annually provide information to employees, contractors, tenants, and customers about Recyclable Materials and Organic Waste Recovery requirements and about proper sorting of Recyclable Materials, Organic Materials, and Solid Waste.
 - (3) Provide education information before or within fourteen (14) days of occupation of the Premises to new tenants that describes requirements to Source Separate Recyclable Materials and Organic Materials and to keep Source Separated Organic Materials and Source Separated Recyclable Materials separate from each other and from Solid Waste (when applicable) and the location of containers and the rules governing their use at each property.
 - (4) Provide or arrange access for the District and/or its Designee(s) to their properties during all Inspections conducted in accordance with this Ordinance to confirm compliance with the requirements of this Ordinance.
- (e) If the Responsible Party of a Multi-Family Premises wants to Self-Haul, meet the Self-Hauler requirements in Section 8.180 of this Ordinance.
- (f) Multi-family Premises that generate two (2) cubic yards or more of total Solid Waste, Recyclable Materials, and Organic Materials per week (or other threshold defined by the State) that arrange for gardening or landscaping services shall require that the contract or work agreement between the Owner, Occupant, or operator of a Multi-Family Premises and a gardening or landscaping service specifies that the designated organic materials generated by those services be managed in compliance with this chapter.
- (g) Nothing in this Section prohibits a Responsible Party or Generator of a Multi-Family Premises from preventing or reducing Discarded Materials generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

8.130 Requirements for Commercial Businesses

- (a) Responsible Parties of Commercial Businesses shall provide or arrange for Recyclable Materials, Organic Materials, and Solid Waste collection services consistent with this Ordinance and for employees, contractors, tenants, and customers. Responsible Parties of Commercial Premises may receive waivers pursuant to Section 8.140 for some requirements of this Section.
- (b) Except Responsible Parties of Commercial Businesses that meet the Self-Hauler requirements in Section 8.180 of this Ordinance, including hauling

services arranged through a landscaper, Responsible Parties of Commercial Premises shall:

- (1) Subscribe to and pay for the District's three or more-container collection services and comply with requirements of those services for all Recyclable Materials, Organic Materials, and Solid Waste generated at the Commercial Premises as further described below in this Section. The District and its Designee(s) shall have the right to review the number and size of a Commercial Premises' containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Party of the Commercial Business shall adjust their Service Level for their collection services as requested by the District or its Designee.
- (2) Participate in the District's three or more-container collection service(s) for at least weekly collection of Recyclable Materials, Organic Materials, and Solid Waste in the manner described below.
 - (i) Place and/or direct its Generators to place Source Separated Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.
 - (ii) Not place and/or direct its Generators to not place Prohibited Container Contaminants in collection containers and to not place materials designated for the Organic Materials Containers or Recyclable Materials Containers in the Solid Waste Containers.
- (3) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 8.130(b)(4)(i)) and 8.130(b)(4)(ii) below) for employees, contractors, tenants, and customers, consistent with the District's Recyclable Materials Container, Organic Materials Container, and Solid Waste Container collection service or, if Self-Hauling, consistent with the Commercial Premises' approach to complying with Self-Hauler requirements in Section 8.180 of this Ordinance.
- (4) Provide containers for customers for the collection of Source Separated Recyclable Materials and Source Separated Organic Materials in all indoor and outdoor areas where Solid Waste containers are provided for customers, for materials generated by that Commercial Business. Such containers shall be visible and easily accessible. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, as demonstrated through an approved de minimis waiver per

Section 8.140(a), then the Responsible Party of the Commercial Business does not have to provide that particular container in all areas where Solid Waste containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the Responsible Party of the Commercial Business shall have either:

- (i) A body or lid that conforms with the container colors provided through the collection service provided by the District, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. The Responsible Party of the Commercial Business is not required to replace functional containers that do not comply with the requirements of this subsection prior to whichever of the following comes first: (i) the end of the useful life of those containers, or (ii) January 1, 2036.
 - (ii) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (5) To the extent practical through education, training, Inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the District's Recyclable Materials Container, Organic Materials Container, and Solid Waste collection service or, if Self-Hauling, per the instructions of the Commercial Business's Responsible Party to support its compliance with Self-Hauler requirements in Section 8.180 of this Ordinance.
 - (6) Periodically inspect Recyclable Materials Containers, Organic Materials Containers, and Solid Waste Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
 - (7) Annually provide information to employees, contractors, tenants, and customers about Recyclable Materials and Organic Waste Recovery requirements and about proper sorting of Recyclable Materials, Organic Materials, and Solid Waste.
 - (8) Provide education information before or within fourteen (14) days of occupation of the Premises to new tenants that describes requirements to Source Separate Recyclable Materials and Organic Materials and to

keep Source Separated Organic Materials and Source Separated Recyclable Materials separate from each other and from other Solid Waste (when applicable) and the location of containers and the rules governing their use at each property.

- (9) Provide or arrange access for the District or its Designee to their properties during all Inspections conducted in accordance with this Ordinance to confirm compliance with the requirements of this Ordinance.
- (c) If the Responsible Party of a Commercial Business wants to Self-Haul, meet the Self-Hauler requirements in Section 8.180 of this Ordinance.
- (d) Nothing in this Section prohibits a Responsible Party or a Generator of a Commercial Business from preventing or reducing Discarded Materials generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (e) Responsible Parties of Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 8.150 of this Ordinance.

8.140 Waivers for Multi-Family Premises and Commercial Premises

- (a) De Minimis Waivers for Multi-Family Premises and Commercial Premises. The District and/or its Designee, may waive a Responsible Party's obligation to comply with some or all Recyclable Materials and Organic Waste requirements of this Ordinance if the Responsible Party of the Commercial Business or Multi-Family Premises provides documentation that the Commercial Business or Multi-Family Premises meets one of the criteria in subsections (1) and (2) below. For the purposes of subsections (1) and (2), the total Solid Waste shall be the sum of weekly container capacity measured in cubic yards for Solid Waste, Recyclable Materials, and Organic Materials collection service. Hauling through paper shredding service providers or other incidental services may be considered in granting a de minimis waiver.
 - (1) The Commercial Business's or Multi-Family Premises' total Solid Waste collection service is two (2) cubic yards or more per week and Recyclable Materials and Organic Materials subject to collection in Recyclable Materials Container(s) or Organic Materials Container(s) comprises less than twenty (20) gallons per week per applicable material stream of the Multi-family Premises' or Commercial Business's total waste (i.e., Recyclable Materials in the Recyclable Materials stream are less than twenty (20) gallons per week or Organic Materials in the Organic Materials stream are less than twenty (20) gallons per week); or,

- (2) The Commercial Business's or Multi-Family Premises' total Solid Waste collection service is less than two (2) cubic yards per week and Recyclable Materials and Organic Materials subject to collection in a Recyclable Materials Container(s) or Organic Materials Container(s) comprises less than ten (10) gallons per week per applicable material stream of the Multi-family Premises' or Commercial Business's total waste (i.e., Recyclable Materials in the Recyclable Materials stream are less than ten (10) gallons per week or Organic Materials in the Organic Materials stream are less than ten (10) gallons per week).
- (b) Physical Space Waivers. The District and/or District's Designee may waive a Commercial Business's or Multi-Family Premises' obligation to comply with some or all of the Recyclable Materials and/or Organic Waste collection service requirements if the District or its Designee has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the Premises lacks adequate space for Recyclable Materials Containers and/or Organic Materials Containers required for compliance with the Recyclable Materials and Organic Materials collection requirements of Section 8.120 or 8.130 as applicable.
 - (c) Review and Approval of Waivers. Waivers shall be granted to Responsible Parties by the District's Designee, or the District if there is no Designee, according to the following process:
 - (1) Responsible Parties of Premises seeking waivers shall submit a completed application form to the District and/or its Designee for a waiver. The waiver shall be considered based upon the following criteria: (1) the waiver type requested; (2) type(s) of collection services for which the party is requesting a waiver; (3) the reason(s) for such waiver; (4) documentation supporting the request for a waiver; (5) any pertinent facts or circumstances; (6) harmony with the intent of this Ordinance; and (7) any other factors deemed relevant by the District and/or its Designee. The District or its Designee shall have sole discretion in determining to grant or not grant a waiver.
 - (2) Upon waiver approval, the District and/or its shall specify that the waiver is valid for the following duration:
 - (i) For Commercial Premises, five (5) years, or if property ownership changes, or if occupancy changes, whichever occurs first.
 - (ii) For Multi-Family Premises, five (5) years, or if property ownership changes, or if the property manager changes, whichever occurs first.
 - (3) Waiver holder shall notify the District's Designee, or the District if there is no Designee, if circumstances change such that Commercial

Business's or Multi-Family Premises' may no longer qualify for the waiver granted, in which case waiver will be rescinded.

- (4) Any waiver holder must cooperate with the District and/or its Designee for any on-site assessment of the appropriateness of the waiver.
- (5) Waiver holder shall reapply to the District's Designee, or the District if there is no Designee, for a waiver upon the expiration of the waiver period and shall submit any required documentation, and/or fees/payments as required by the District and/or its Designee. Failure to submit a completed application shall equate to an automatic denial of said application.
- (6) The District's Designee, or the District if there is no Designee, may revoke a waiver upon a determination that any of the circumstances justifying a waiver are no longer applicable.
- (7) If the District's Designee does not approve a waiver application or revokes a waiver, the applicant may appeal the decision for additional review to the District General Manager. The District may, after meeting and conferring with its Designee, direct the Designee to approve the waiver application and/or repeal the revocation of the waiver.

8.150 Requirements for Commercial Edible Food Generators

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- (c) Commercial Edible Food Generators shall comply with the following requirements:
 - (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed. Food that is donated shall be free from adulteration, spoilage, and meet the food safety standards of the California Health and Safety Code. Food cannot be donated if it is not in compliance with the food safety standards of the California Health and Safety Code, including food that is returned by a customer, has been served or sold and in the possession of a consumer, or is the subject of a recall.

- (2) Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator Self-Hauls to the Food Recovery Organization for Food Recovery.
- (3) Not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
- (4) Allow the District, its agents, or the District's designated enforcement entity or designated third party enforcement entity to access the Premises and review records pursuant to 14 CCR Section 18991.4.
- (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - (i) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (ii) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (iii) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (A) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (B) The types of food that will be collected by or Self-Hauled to the Food Recovery Service or Food Recovery Organization.
 - (C) The established frequency that food will be collected or Self-Hauled.
 - (D) The quantity of food, measured in pounds recovered per month, collected or Self-Hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (6) Maintain records required by this Section for five (5) years.
- (7) No later than January 31 of each year commencing no later than January 31, 2023, for Tier One Commercial Edible Food Generators and January 31, 2025, for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the District or its Designee that includes the following information:

- (i) The amount, in pounds, of edible food donated to a Food Recovery Service or Food Recovery Organization annually; and,
 - (ii) The amount, in pounds of edible food rejected by a Food Recovery Service or Food Recovery Organization annually.
 - (iii) Any additional information required by the District Manager or their Designee.
- (d) Nothing in this Ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

8.160 Requirements for Food Recovery Organizations and Services

- (a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 - (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- (b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

- (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 - (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- (c) Maintain records required by this Section for five years.
- (d) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the District and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the District it is located in and the District's Designee, if applicable, the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b). The annual report shall be submitted to the District and the District's Designee, if applicable, no later than January 31 of each year.
- (e) In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the District that provides Solid Waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the District shall provide information and consultation to the District and District's Designee, if applicable, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the District and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the District and/or its Designee shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the District.
- (f) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the District and contract with or have written agreements with one or more Commercial Edible Food Generators shall include language in all agreements with Tier 1 and Tier 2 edible food generators located in the District identifying and describing the California Good Samaritan Act of 2017.
- (g) Nothing in this chapter prohibits a Food Recovery Organization or Food Recovery Service from refusing to accept Edible Food from a Commercial Edible Food Generator.

8.170 Requirements for Haulers and Facility Operators

- (a) Requirements for Haulers
 - (1) Franchise hauler(s) providing Recyclable Materials, Organic Waste, and/or Solid Waste collection services to Generators within the District's

boundaries shall meet the following requirements and standards as a condition of approval of its contract, agreement, permit, or other authorization with the District to collect Recyclable Materials, Organic Materials, and/or Solid Waste:

- (i) Through written notice to the District annually on or before January 1 of each year, identify the facilities to which they will transport Discarded Materials, including facilities for Source Separated Recyclable Materials, Source Separated Organic Materials, and Solid Waste unless otherwise stated in the franchise agreement, contract, permit, or license, or other authorization with the District.
 - (ii) Transport Source Separated Recyclable Materials to a facility that recovers those materials; transport Source Separated Organic Materials to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2; transport Solid Waste to a disposal facility or transfer facility or operation that processes or disposes of Solid Waste; and transport manure to a facility that manages manure in conformance with 14 CCR Article 12 and such that the manure is not landfilled, used as Alternative Daily Cover (ADC), or used as Alternative Intermediate Cover (AIC).
 - (iii) Obtain approval from the District to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, and Section 8.180 of this Ordinance.
- (2) Franchise hauler(s) authorized to collect Recyclable Materials, Organic Materials, and/or Solid Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, or other agreement entered into with the District.
- (b) Requirements for Facility Operators and Community Composting Operations
- (1) Owners of facilities, operations, and activities located in the District's boundaries that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon District request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the District shall respond within 60 days.

- (2) Community Composting operators with operations located in the District's boundaries, upon District request, shall provide information to the District to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the District shall respond within 60 days.
- (3) Owners of facilities, operations, and activities located in the District's boundaries that receive Recyclable Materials, Organic Materials, and/or Solid Waste shall provide to the District, on a quarterly basis, copies of all reports they are required to report to CalRecycle under 14 CCR.

8.180 Self-Hauler Requirements

- (a) Every Self-Hauler shall Source Separate its Recyclable Materials and Organic Materials (materials that District otherwise requires Generators or Responsible Parties to separate for collection in the District's Recyclable Materials and Organic Materials collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Section 18984.1 and the District's collection program. Self-Haulers shall deliver their materials to facilities described in subsection (b) below. Alternatively, Self-Haulers may or choose not to Source Separate Recyclable Materials and Organic Materials and shall haul its Solid Waste (that includes Recyclable Materials and Organic Materials) to a High Diversion Organic Waste Processing Facility subject to advance written approval by the District.
- (b) Self-Haulers that Source Separate their Recyclable Materials and Organic Materials shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; haul their Source Separated Organic Waste to a facility, operation, activity, or property that processes or recovers Source Separated Organic Waste; and haul their Solid Waste to a disposal facility or transfer facility or operation that processes or disposes of Solid Waste.
- (c) Self-Haulers that are Responsible Parties of Commercial Businesses or Multi-Family Premises shall keep records of the amount of Recyclable Materials, Organic Waste, and Solid Waste delivered to each facility, operation, activity, or property that processes or recovers Recyclable Materials and Organic Waste and processes or disposes of Solid Waste or shall keep records of Solid Waste delivered to High Diversion Organic Waste Processing Facilities. These records shall be subject to review by the District and/or its Designee(s). The records shall include the following information:
 - (1) Delivery receipts and weight tickets from the entity accepting the Recyclable Materials, Organic Materials, and Solid Waste.
 - (2) The amount of material in cubic yards or Tons transported by the Generator or Responsible Party to each entity.

- (3) If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Recyclable Materials, Organic Materials, and Solid Waste.
- (d) Self-Haulers shall retain all records and data required to be maintained by this Section for no less than five (5) years after the Recyclable Materials, Organic Materials, and/or Solid Waste was first delivered to the facility accepting the material.
- (e) Self-Haulers that are Commercial Businesses or Multi-Family Premises shall provide copies of records required by this Section to the District if requested by the District General Manager and shall provide the records at the frequency requested by the District Manager.
- (f) A Single-Family Generator or Single-Family Responsible Party that Self-Hauls Recyclable Materials, Organic Waste, or Solid Waste is not required to record or report information in Section 8.180(c) and (d).
- (g) Pursuant to 14 CCR Section 18815.9, Food Waste Self-Haulers are required to maintain records and report to CalRecycle information on the Tons of Food Waste Self-Hauled and the facilities or each use of such material. Food Waste Self-Haulers shall provide to the District, on a quarterly basis, copies of all reports they are required to report to CalRecycle.

8.200 INSPECTIONS AND INVESTIGATIONS

8.210 Inspections and Investigations

- (a) The District representatives or its Designee(s) are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from Generators, or Source Separated materials to confirm compliance with this Ordinance by Generators, Responsible Parties of Single-Family Premises, Responsible Parties of Commercial Businesses, Responsible Parties of Multi-Family Premises, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow District or its Designee to enter the interior of a private residential property for Inspection.
- (b) Entities regulated by this Ordinance shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the District's representative or its Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, inspection

of Edible Food Recovery activities, review of required records, or other verification or Inspection to confirm compliance with any other requirement of this Ordinance. Failure of a Responsible Party to provide or arrange for: (i) access to an entity's Premises; or (ii) access to records for any Inspection or investigation is a violation of this Ordinance and may result in penalties described in Section 8.510.

- (c) Any records obtained by the District or its Designee during its Inspections, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- (d) The District representatives or their Designee are authorized to conduct any Inspections, or other investigations as reasonably necessary to further the goals of this Ordinance, subject to applicable laws.
- (e) The District or its Designee shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.
- (f) The District representatives and/or their Designee are authorized to provide informational notices to entities regulated by this Ordinance regarding compliance with this Ordinance.

8.300 COLLECTION OF RATES AND CHARGES

8.310 Collection Rates and Collection Of Delinquent Fees And Charges

- (a) Collection rates, fees and charges for solid waste collection and disposal shall be established pursuant to the California Constitution Article XIID and set by the Franchisee.
- (b) Once each year, prior to a date established by the District, the Franchisee shall take the following actions to collect delinquent solid waste collection and disposal accounts:
 - (1) Present to the District a list of Responsible Parties and/or Owners (with corresponding parcel numbers) within the District whose accounts are more than one hundred twenty days past due;
 - (2) Send a certified letter requesting payment to each Responsible Party and/or Owner with a delinquent account;
 - (3) At least thirty days after receiving delivery certification for payment requests, present to the District a list of Responsible Parties and/or Owners (with corresponding parcel numbers) whose accounts are still past due.

- (c) After the Franchisee has completed all of the actions listed in Paragraph (a), the District Board of Directors will adopt a resolution authorizing the County Auditor to place the delinquent accounts upon the tax roll. The Franchisee shall bear the full cost of any fees charged by the County Auditor to place the delinquent accounts on the tax roll.

8.320 Franchise for Collection – Authorization

- (a) A Franchise, exclusive or nonexclusive, for the collection and disposal of solid waste may be granted and/or authorized by the District or its Designee.
- (b) No person shall collect, or enter into an agreement to collect, or provide for the collection or disposal of Discarded Materials, unless such person is authorized by the District to operate within the District by means of a Franchise Agreement.

8.400 RULES AND REGULATIONS

8.410 Regulations For Accumulation Of Solid Waste, Cast Offs, Rubble, And Refuse

- (a) No Responsible Party, Generator, or Owner of property shall allow the following to be accumulated on any property, lot, parcel, or Premises:
 - (1) Solid waste of any kind, unless the same shall be in a Solid Waste Container.
 - (2) Discarded mattresses, couches, chairs, and other household furniture.
 - (3) Construction material, demolition material, Rubble, Refuse, and/or debris.
 - (4) Hazardous Materials of any kind.
 - (5) Bulky Items and Cast Offs.
- (b) No Responsible Party, Generator, or Owner shall dispose of Solid Waste, Recyclable Materials, or Organic Waste by:
 - (1) Causing it to be placed on another's lot, parcel, or Premises.
 - (2) Causing it to be deposited in or near litter receptacles placed by the District in public places for incidental use by pedestrians or vehicular traffic.
 - (3) Causing it to be deposited on any public or private place, street, lane, alley, or drive.
 - (4) Causing it to be placed into any Standard Container other than those in possession of such Responsible Party or Generator unless permission for such use is granted by the Commercial or Residential Customer in possession of the Standard Container(s).

- (c) The Responsible Party and/or Owner of a developed or non-developed (vacant) lot or parcel of land shall be liable for paying the costs, including administrative costs and attorneys' fees for the removal of Solid Waste, Refuse, Cast Offs, and Rubble that accumulates on his/her property in violation of this section, if said waste is not removed after notice, as provided in Section 8.420.

8.420 Clearing Of Accumulated Solid Waste And Rubble

- (a) The accumulation of Solid Waste, Refuse, Cast Offs, and/or Rubble in violation of this Ordinance is hereby declared to be a public nuisance.
- (b) The District or its Designee is authorized and empowered to notify the Owner, his or her agent, or person in control of any lot, parcel, or Premises within the District, and direct them to dispose of Solid Waste, Refuse, Cast Offs, and/or Rubble that has accumulated in violation of this Section 8.420. Such notice shall be given by posting the lot, parcel, or Premises and by certified mail addressed to the Responsible Party and/or Owner, his or her agent, at his or her last known address, or by personal service on the owner, agent, person in control or occupant of the property or Premises.
- (c) The notice shall describe the work to be done and shall state that if the work is not commenced within ten calendar days after receipt of notice and diligently prosecuted to completion without interruption, the District and/or its Designee shall notify the County Environmental Health Department to commence abatement proceedings. Cost of said abatement, including administrative costs and attorneys' fees, shall be a lien on the property. The notice shall be substantially in the following form:

NOTICE TO REMOVE SOLID WASTE REFUSE, CAST OFFS, AND/OR RUBBLE

The owner of the property commonly known as: _____ is hereby ordered to properly dispose of the solid waste matter, refuse, cast offs, and/or rubble located on the property, to wit: (type of waste matter to be disposed of) within ten calendar days from the date hereof. If the disposal of the solid waste matter, cast-offs, and/or rubble herein described is not commenced and diligently prosecuted to completion within the time fixed herein, the District Operations Supervisor will apply to the County of San Luis Obispo Environmental Health Department for an order to abate said nuisance, and the costs of such abatement shall become a charge against the property, and shall be made a special assessment against the property. Said special assessment may be collected at the same time and in the same manner as is provided for the collection of ordinary County taxes, and shall be subject to the same procedures as foreclosure and sale in the case of delinquency as is provided for ordinary County taxes.

If you should have any questions, please contact the undersigned at (805) 481-6730.

Date: _____

District General Manager

cc: San Luis Obispo County Environmental Health Department

- (d) The District shall cause to be kept in his/her office a permanent record containing:
 - (1) a description of each parcel, property, or Premises for which notice to dispose of waste matter has been given;
 - (2) the name of the Owner, if known;
 - (3) the date the matter was referred to the San Luis Obispo County Department of Environmental Health;
 - (4) action taken by the County Department of Environmental Health. Each such entry shall be made as soon as practicable after completion of such act.
- (e) The County of San Luis Obispo Environmental Health Department is hereby authorized to enforce all abatement proceedings authorized by this section.

8.430 Storage And Placement Of Standard Containers For Pick-Up

- (a) All residential Standard Containers shall be placed for collection along the street in front of the premises or the rear alley, when applicable, only on the date established for the collection of solid waste on the particular route, or after 5:30 P.M. on the day immediately prior to such collection, and shall not remain thereon for more than twelve (12) hours after it has been emptied unless special in yard service has been contracted for.
- (b) Any Container placed for collection along a street or roadway shall be placed within three feet of the edge of the street or roadway, without causing a safety hazard. In the event that automated service is provided in the District, Containers shall be placed in accordance with guidelines established by the Franchisee and approved by the District.
- (c) Upon collection, the Franchisee shall place all Standard Containers approximately 3 feet from the edge of the street or roadway, to avoid creating a safety hazard.
- (d) No person other than a Franchisee or Customer shall interfere in any manner

with any Standard Container or the contents thereof, or remove any Discarded Materials from the location where it was placed by the Customer or Franchisee, nor remove the contents of any Standard Container.

8.440 Unlawful Collection

- (a) A Franchisee shall not be required to collect Hazardous Waste, or dangerous materials as part of its regular collection activity. Liquid and dry caustics, acids, biohazardous, flammable, explosive materials, insecticides, and similar substances shall not be deposited in Standard Containers. Any person collecting such substances shall store, handle and dispose of such materials in accordance with local, state and federal law and shall obtain all necessary local, state and federal permits therefor.
- (b) A Franchisee shall not be required to collect Infectious Waste (as defined in California Health and Safety Code Section 7054.4, as amended from time to time, or any successor provision or provisions thereto) as part of its regular collection activity. Anyone producing such wastes shall store, handle and dispose of such materials only in the manner approved by the County health officer or designated deputy, and in accordance with local, state and federal law and with all necessary local, state and federal permits.

8.450 Condition of Collection Trucks

Every truck used by a Franchisee in the collection and removal of Discarded Materials shall be kept well painted, clean, and in good operating condition.

8.460 Exceptions

- (a) Nothing in this Ordinance shall be deemed to prohibit the removal and hauling by a licensed person pursuant to the terms and conditions of this Ordinance.
- (b) Nothing in this Ordinance shall be construed to prohibit any producer of Solid Waste, Cast Offs, Rubble, or Refuse from hauling the same to a permitted disposal site pursuant to the terms and conditions of this Ordinance.
- (c) Nothing in this Ordinance shall be construed to prohibit the collection and removal of Yard Trimmings or Green Waste by individual residents and by individuals doing business as professional landscapers, when the collection is directly related to their work and done pursuant to the terms and conditions of this Ordinance.
- (d) Nothing in this Ordinance shall limit the right of Generator, Responsible Party, Owner, or Commercial Business, or other entity to donate, sell or otherwise dispose of Solid Waste provided that any such disposal is in accordance with the provisions of this Ordinance.

8.500 VIOLATIONS AND PENALTIES

8.510 Enforcement

- (a) Violation of any provision of this Ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the District or its Designee.
- (b) Other remedies allowed by law may be used, including civil action or prosecution as a misdemeanor or infraction. The District may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The District may, at its option, choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of the District's staff and resources.
- (c) Responsible Entity for Enforcement
 - (1) Enforcement pursuant to this Ordinance may be undertaken by the District General Manager or its Designee, agent, legal counsel, or combination thereof.
 - (2) Enforcement may also be undertaken by a County Enforcement Official if so designated by the District.
 - (3) The District General Manager and/or its Designee may issue Notices of Violation(s).
- (d) Process for Enforcement
 - (1) The District General Manager and/or its Designee will monitor compliance with the Ordinance through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. The District General Manager and/or the County Enforcement Officials and/or its designee may also monitor compliance with the Ordinance randomly.
 - (2) The District may issue an official notification to notify regulated entities of its obligations under the Ordinance.
 - (3) For incidences of Prohibited Container Contaminants found in containers, the District or its Designee will issue an informational notice of contamination to any Generator or Responsible Party found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within seven (7) days after determining that a violation has occurred. If the District, the County or their designee observes Prohibited Container

Contaminants in a Responsible Party's containers on more than three (3) consecutive occasion(s), the District/County may assess contamination processing fees or contamination penalties on the Generator.

- (4) With the exception of violations of contamination of container contents addressed under Section 8.510(k), the District shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
- (5) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the District shall commence an action to impose penalties, via an administrative citation and fine, pursuant to Section 8.510(k), Table 1, List of Example Violations.
- (6) Notices shall be sent to "Owner" at the official address of the owner maintained by the tax collector for the County Assessor or if no such address is available, to the owner at the address of the Multi-Family Premises or Commercial Premises or to the Responsible Party for the collection services, depending upon available information.

(e) Penalty Amounts for Types of Violations

The penalty levels are as follows, as prescribed by 14 CCR Section 18997.2 and any other applicable code or regulation:

- (1) For a first violation, the amount of the base penalty shall be \$50 to \$100 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$100 to \$200 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$250 to \$500 per violation.

(f) Factors Considered in Determining Penalty Amount

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

- (1) The nature, circumstances, and severity of the violation(s).
- (2) The violator's ability to pay.
- (3) The willfulness of the violator's misconduct.
- (4) Whether the violator took measures to avoid or mitigate violations of this chapter.

- (5) Evidence of any economic benefit resulting from the violation(s).
- (6) The deterrent effect of the penalty on the violator.
- (7) Whether the violation(s) were due to conditions outside the control of the violator.

(g) Compliance Deadline Extension Considerations

The District may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this Section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City/County is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(h) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with the Districts formal or informal procedures for appeals of administrative citations. Evidence may be presented at the hearing. The District will appoint a hearing officer who shall conduct the hearing and issue a final written order.

(i) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, the District or its Designee will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if the District or its Designee determines that Generator, Responsible Party, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(j) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the District determines that a Generator, Responsible Party, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this Ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this Section, as needed.

(k) Enforcement Table

Table 1. List of Example Violations

Requirement	Description of Violation
Commercial Business Multi-Family Premises Responsibility Requirement Sections 8.120 and 8.130	Responsible Party for a Commercial Business or Multi-Family Premises fails to provide or arrange for Organic Waste collection services consistent with District requirements and as outlined in this Ordinance, for employees, contractors, tenants, and customers, including supplying and allowing access to adequate numbers, size, and location of containers and sufficient signage and container color.
Organic Waste Generator or Responsible Party Requirement Section 8.110, 8.120, and 8.130	Organic Waste Generator or Responsible Party fails to comply with requirements pursuant to this Ordinance.
Hauler Requirement Section 8.170	A hauler providing Single-Family, Multi-Family or Commercial collection service fails to transport Discarded Materials to a facility, operation, activity, or property that recovers Organic Waste, as prescribed by this Ordinance.
Hauler Requirement Section 8.170	A hauler providing Single-Family, Multi-Family or Commercial Recyclable Materials, Organic Materials, or Solid Waste collection service fails to obtain applicable approval issued by the District to haul Recyclable Materials, Organic Materials, or Solid Waste as prescribed by this Ordinance.
Hauler Requirement Section 8.170	A hauler fails to keep a record of the applicable documentation of its approval by the District, as prescribed by this Ordinance.

Requirement	Description of Violation
Self-Hauler Requirement Section 8.180	A Generator or Responsible Party who is a Self-Hauler fails to comply with the requirements of this Ordinance.
Commercial Edible Food Generator Requirement Section 8.150	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and/or fails to comply with other requirements of this Ordinance commencing Jan. 1, 2022.
Commercial Edible Food Generator Requirement Section 8.150	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and/or fails to comply with other requirements of this Ordinance commencing Jan. 1, 2024.
Commercial Business Responsible Party, Multi-Family Premises Responsible Party, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service Sections 8.120, 8.130, 8.150, 8.160, and 8.210	Failure to provide or arrange for access to an entity's Premises for any Inspection or investigation.
Recordkeeping Requirements for Commercial Edible Food Generator Section 8.150	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 8.150 of this Ordinance.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations Section 8.160	A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant

Requirement	Description of Violation
	to 14 CCR Section 18991.3(b) fails to keep records, as prescribed by Section 8.160 of this Ordinance.

SECTION 2. CalRecycle Issued Waivers

Certain provisions of this Ordinance may be subject to a low-population waiver pursuant to Article 3 in Title 14 of the California Code of Regulations, Sections 18984 through 18984.13. Please contact the District for verification.

SECTION 3. CEQA

The District finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced waste disposal regulations, as provided for in this Ordinance will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of waste materials, represent actions by a regulatory agency for the protection of the environment.

SECTION 4. Severability

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The District hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. Effective Date

This Ordinance shall be effective commencing on January 1, 2022.

TITLE 9 - VIOLATIONS AND ENFORCEMENT

<u>Section</u>	<u>Page</u>
9.000 <u>Purpose and applicability</u>	9-1
9.100 <u>Penalties for violations</u>	9-1
9.110 <u>Enforcement authority</u>	9-2
9.200 <u>Enforcement procedures</u>	9-2
9.300 <u>Variances</u>	9-3

9.000 - Purpose and Applicability

The purpose of this chapter is to establish the authority and provide procedures for the enforcement of the provisions of the Heritage Ranch Community Services District Code of Ordinances.

9.100 - Penalties for Violations

- A. General. It is unlawful for any person to alter, repair, move, use, or maintain any equipment or facilities owned by the Heritage Ranch Community Services District, or obtain water without making payment, or befoul the water or watershed of the District or to cause the same to be done contrary to or in violation of any provision of this Code, or any codes, rules or regulations adopted in this Code. No person shall violate any of the provisions, or fail to comply with any of the requirements of this Code.
- B. Infractions. The violation of any provision of this Code, or any other ordinance of the District, or any code is punishable, if an infraction, by a fine of not more than \$100.00 for the first violation; by a fine not exceeding \$200.00 for a second violation of the same ordinance within one year; and by a fine not exceeding \$500.00 for each additional violation of the same ordinance committed by that person within one year.
- C. Misdemeanors. The violation of any provision of this Code, or any other ordinance of the District, or any code is punishable, if a misdemeanor, by prosecution by County authorities in the name of the State of California, or by civil action.
- D. Separate offenses. Each separate day on which a violation of this Code exists shall constitute a separate offense.
- E. Correction of violation required. Paying a fine or serving a jail sentence shall not relieve any person from responsibility for correcting any condition which violates any provision of this Code.
- F. Additional Remedies. The District will prosecute violations of Section 498, 624 & 625 of the Penal Code of California which make it a misdemeanor to tamper with or by-pass water meters, to take water without payment, or to damage or obstruct the District's facilities.

9.110 - Enforcement Authority

The authority to administer and enforce the provisions of this Code is hereby assigned to the General Manager and District employees designated by the General Manager.

9.200 - Enforcement Procedures

The actions and remedies available to the District as listed below may be utilized separately or in combination by the District as it deems appropriate:

- A. Civil penalties. Any person or entity who violates any provision of this Code or who discharges wastewater which causes pollution, or who violates any cease and desist order, prohibition, pretreatment or toxicity standard, or violates any cross connection regulation of this Code shall be liable for costs to the District incurred as a result of such acts.
- B. Criminal penalties. Any person or entity who violates any provision of this Code or who discharges wastewater which causes pollution, or who violates any cease and desist order, prohibition, pretreatment or toxicity standard, or violates any cross connection regulation of this Code shall be subject to the penalties for violations as a result of such acts.
- C. Damage to property or facilities. Any person who willfully or carelessly destroys, damages, disturbs, defaces, or interferes with any equipment, structure, sign, notice, or any other property whatsoever, or discharges wastes causing obstruction, damage or any other impairment to District sewage or water facilities, the District may fine or assess a charge against the person, user, owner, tenant, lessee or licensee for the work required to clean, repair, or otherwise restore the facility to its condition before the damage occurred.
- D. Falsifying of information. Any person or entity who knowingly makes any false statements, representation, record report, plan or other document filed with the District or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required by this Code, shall be guilty of a misdemeanor.
- E. Injunction. Whenever an activity violates a provision of this Code causes or threatens to cause a condition of contamination, pollution or nuisance, the District may petition the Superior Court for the issuance of a preliminary or permanent injunction or both, as may be appropriate to stop such activity.
- F. Public nuisance. Any violation of this chapter or of any order issued by the District as authorized by this Code constitutes a misdemeanor and is hereby also declared to be a public nuisance which may be corrected or abated as directed by the District.
- G. Termination of service. The District may terminate water and/or wastewater service to any premise, structure or site if a violation of any provision of this section is found to exist or threatens to cause contamination, pollution or a nuisance as defined in this Code. This provision is in addition to other statutes, rules or regulations, authorizing termination of service for late payment.

9.300 - Variances

Any person affected by this Code may, at any time, apply in writing for a variance from the strict application of this Code. A written application for the variance shall be filed with the District.

- A. Within five working days after a request for a variance is filed with the District, the General Manager or the General Manager's designee shall make a written determination of the interpretation and application of this Code and recommendation for action on the variance request, and mail the written determination and recommendation to the address supplied by the applicant.
- B. Within ten working days after mailing of the written determination, the applicant may file a written request with the District for a hearing of the variance application by the Board. If no such request is filed, and if the General Manager has recommended granting a variance, the Board will consider the General Manager's determination and recommendation as a consent item at the next regularly scheduled Board meeting. If such request is filed, the application will be heard as a separate item at the next Board meeting. No variance shall be granted except by Board action at a duly called and noticed open and public meeting of the Board.
- C. The Board shall have the power, by resolution, to grant variances from the requirements of this Code if the Board makes the following findings:

- (1) The strict application of the Code would result in unfair or unequal treatment, undue hardship, or an emergency condition exists which requires that the variance be granted; and
 - (2) Granting the variance will not cause a significant adverse effect on the water supply or on service to other persons served by the District; and
 - (3) The variance is in the best interests of the District.
- D. In granting a variance, the Board may impose any conditions in order to ensure that the variance is consistent with the purpose of the requirement from which the variance is granted. The granting of a variance and any conditions imposed upon such variance shall be set forth in writing

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Scott Duffield, General Manager

DATE: April 21, 2022

SUBJECT: Request to receive and file a report on the status of Nacimiento Reservoir for 2022 and provide direction to staff.

Recommendation

It is recommended that the Board of Directors receive and file a report on the status of Nacimiento Reservoir for 2022 and provide direction to staff.

Background

District Code of Ordinances, Section 5.940 states that the General Manager shall monitor the Nacimiento Reservoir water elevation and demand for water and shall report in writing to the Board, the Reservoir water level as determined to exist or as predicted to occur during the balance of the calendar year, based on the reservoir water level elevation at the end of the winter rain season, March 31st.

Discussion

As of April 1st, the reservoir was at approximately 735 feet in elevation, 28% of capacity, or 105,115-acre feet of storage. This winter season provided a net increase of approximately 75,000-acre feet of water.

MCWRA Release Schedule 2022

On March 31, 2022, the MCWRA Reservoir Operations Committee approved recommending to their Board a release schedule for the remainder of 2022. Due to the extended drought conditions and low reservoir elevations, the schedule only provides for minimum releases for fish spawning and rearing habitat.

The MCWRA Reservoir Release Schedule for 2022 dated March 31, 2022 is attached. The schedule shows that on October 1, 2022 it is estimated there will be approximately 63,232-acre feet of water remaining (17%, 717.2' elevation). The approximate elevations on other days of interest are:

Memorial Day	730'
Fourth of July	727'
Labor Day	720'

District Code of Ordinances Section 5.900

This section is known and cited as the District’s Emergency Water Shortage Regulations and Staged Water Use Reduction Plan. The purpose and intent is to provide water shortage response procedures to minimize the effect of any existing or threatened water shortage conditions on customers. Conservation goals are based on historical average and staged conservation measures are triggered by reservoir elevation. Water shortage conservation stages are summarized below:

Stage I	Elevation 730’ – 720’	No mandatory conservation
Stage II	Elevation 720’ – 700’	15% mandatory conservation goal
Stage III	Elevation 700’ – 680’	30% mandatory conservation goal
Stage IV	Elevation 680’ – 670’	50% mandatory conservation goal

The release schedule for 2022 shows maintaining sufficient water in the reservoir to allow river flow and the District’s use of the intake facilities. Use of the emergency intertie project should not be needed.

Fiscal Considerations

There are no direct fiscal considerations for this item today.

Results

At the July 15, 2021 meeting your Board declared a drought and implemented Stage II measures which are still in place at this time. The primary objective of Stage II is the goal of achieving a minimum of fifteen percent (15%) reduction in water consumption by:

- a) Outside irrigation is allowed only on Tuesdays, Thursdays and Saturdays in Zone 1 locations as follows: Tracts 0446, 0447, 0475, 0693, 1063, 1094, 1910.
- b) Outside irrigation is allowed only on Wednesdays, Fridays and Sundays in Zone 2 locations as follows: Tracts 0050, 0424, 0452, 0474, 0720, 0721, 0999, 1990.
- c) Any leak forgiveness policy that may be in effect is eliminated.
- d) All outside irrigation may only occur between the hours of 8:00 pm and 7:00 am.

Your Board may direct staff to present an item to rescind the drought declaration, reduce to Stage I, or to leave Stage II in effect.

Attachments: MCWRA Reservoir Release Schedule for 2022 dated 3/31/2022

FILE: Water_Conversation

DTAC RECOMMENDED - RESERVOIR RELEASE SCHEDULE FOR 2022

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16

Month	Combined Releases (cfs) ¹ Combined Releases (ac-ft)		NACIMIENTO								SAN ANTONIO					
			Evap. Losses (ac-ft)	Reservoir Releases (cfs) ¹	Reservoir Releases (ac-ft)	NWP Orders (ac-ft)	NWP Diversions (ac-ft)	Beginning of Month		Evap. Losses (ac-ft)	Reservoir Releases (cfs) ¹	Reservoir Releases (ac-ft)	Beginning of Month			
								Storage (ac-ft)	Elev. (ft)				Storage (ac-ft)	Elev. (ft)		
Jan	78	4,806	424	68	4,191	483	353	106,350	28%	735.4	151	10	615	33,045	10%	676.9
Feb	78	4,481	364	68	3,905	653	448	110,750	29%	737.0	158	10	575	37,557	11%	681.1
Mar	76	4,676	580	66	4,061	905		108,138	29%	736.1	244	10	615	38,190	11%	681.6
Apr	70	4,165	820	60	3,570	1,242		103,994	28%	734.5	357	10	595	38,011	11%	681.4
May	70	4,304	1,170	60	3,689	1,481		98,345	26%	732.4	511	10	615	37,053	11%	680.6
Jun	70	4,165	1,546	60	3,570	2,043		91,972	24%	729.9	697	10	595	35,920	11%	679.6
Jul	70	4,304	1,589	60	3,689	2,131		84,794	22%	727.0	729	10	615	34,617	10%	678.4
Aug	70	4,304	1,455	60	3,689	2,181		77,383	20%	723.8	649	10	615	33,270	10%	677.1
Sep	70	4,165	1,142	60	3,570	2,143		70,062	19%	720.5	520	10	595	32,005	10%	675.9
Oct	70	4,304	774	60	3,689	1,535		63,232	17%	717.2	370	10	615	30,889	9%	674.8
Nov	70	4,165	378	60	3,570	1,115		57,256	15%	714.0	192	10	595	29,908	9%	673.7
Dec	70	4,304	222	60	3,689	496		52,219	14%	711.2	119	10	615	29,124	9%	672.9
Jan 2023								47,954	13%	708.7				28,414	8%	672.1
Totals		52,145	10,465		44,885	16,408	802				4,698		7,260			



HERITAGE RANCH COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Scott Duffield, General Manager
Mike Wilcox, Operations Manager

DATE: April 21, 2022

SUBJECT: Request to approve the purchase of a utility vehicle for a not to exceed price of \$20,000 and authorize a corresponding budget adjustment from reserves.

Recommendation

It is recommended that the Board of Directors

1. Approve the purchase of a utility vehicle for a not to exceed price of \$20,000; and
2. Authorize a corresponding budget adjustment from reserves.

Background

The District's purchasing policy requires Board approval of any requisition for capital items in excess of \$1,000.

Discussion

The District had a utility vehicle (Kubota) that was primarily used for maintenance activities out at the wastewater discharge site. The Kubota was stolen last month. We filed a report with the sheriff as well as a claim with our insurance company.

This equipment is needed on a regular basis to maintain the wastewater discharge site. Staff has researched utility vehicles but has not determined which specific make and model that best meets our needs; therefore, if the recommended action is approved staff will report back to your Board as appropriate. A summary of vehicle cost comparisons is attached.

Fiscal Considerations

The replacement of this equipment is not budgeted for this Fiscal Year. If approved a corresponding Budget Adjustment from reserves is necessary. The insurance company determined the value of the Kubota claim to be \$9,182 which will partially offset the cost of the replacement.

Results

Approval of the recommended action will replace the stolen equipment and allow for staff to continue providing the highest level of customer service.

Attachment: Utility Vehicle comparison table

File: Vehicles and Equipment

Utility Vehicle Comparison April 2022

Make / Model	Location	Condition	Price
Can-Am Defender DPS HD10	Paso Robles	New	\$20,500.00
BMS Colt 700 2S	Paso Robles	New	\$11,299.99
BMS Stallion 600 RX-EFI	Paso Robles	New	\$11,499.99
Kubota RTV-1140	Paso Robles	Used/Rebuilt	\$14,500.00
Kubota RTV-1140	Paso Robles	Used/Rebuilt	\$8,500.00
Kubota RTV-1140	Paso Robles	Used/Rebuilt	\$8,500.00
Kubota RTV-X900G-H	out of stock	New	\$15,215.96
Kubota RTV-1120G-H	out of stock	New	\$15,717.89
Gator HXP615E (gas)	out of stock	New	\$13,500.00
Gator HXP615E (diesel)	out of stock	New	\$15,000.00

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Scott Duffield, General Manager
Dylan Wade, Water Systems Consulting

DATE: April 21, 2022

SUBJECT: Receive and file the Water Resource Recovery Facility Upgrade Project progress report.

Recommendation

It is recommended that the Board of Directors receive and file the Water Resource Recovery Facility Upgrade Project progress report.

Background

Your Board selected Water Systems Consulting (WSC) as our consultant for a design phase contract for the Water Resource Recovery Facility Upgrade Project (Project) at the Board Special Meeting of August 12, 2021. The contract was executed September 16, 2021.

Project Design Phase Updates

Project Scope

- Design Confirmation. WSC is analyzing flows and loads testing efforts. WSC recommends that additional testing be performed during high summertime occupancy periods.
- Preliminary Design. WSC surveying subcontractor performed a land survey of the property and has prepared a base map of the Wastewater Treatment Plant site.
- NPDES Permitting. WSC and staff are working on the preparation and coordination of the Report of Waste Discharge (ROWD). The ROWD is due by June 04, 2022.
- USDA Coordination. WSC and staff received an outline prepared by the USDA of their Project Engineering Report (PER) requirements. WSC and District staff have reviewed the PER requirements and WSC has started work on a preliminary draft of the report.

Project Schedule

The Project Design Phase is currently on schedule. There are currently no known unexpected impacts.

Project Budget

The Project Design Phase is currently within budget. There are currently no known unexpected impacts or needed modifications. Staff has submitted for grant funding for a portion of the design phase costs via a community project funding program through Salud Carbajal's office. As part of the grant application process, the District reached out to stakeholders and received letters of support for the project from County District 1 Supervisor John Peschong, County District 2 Supervisor Bruce Gibson, the Heritage Ranch Owners Association, and the Heritage Village Seniors.

Look Ahead

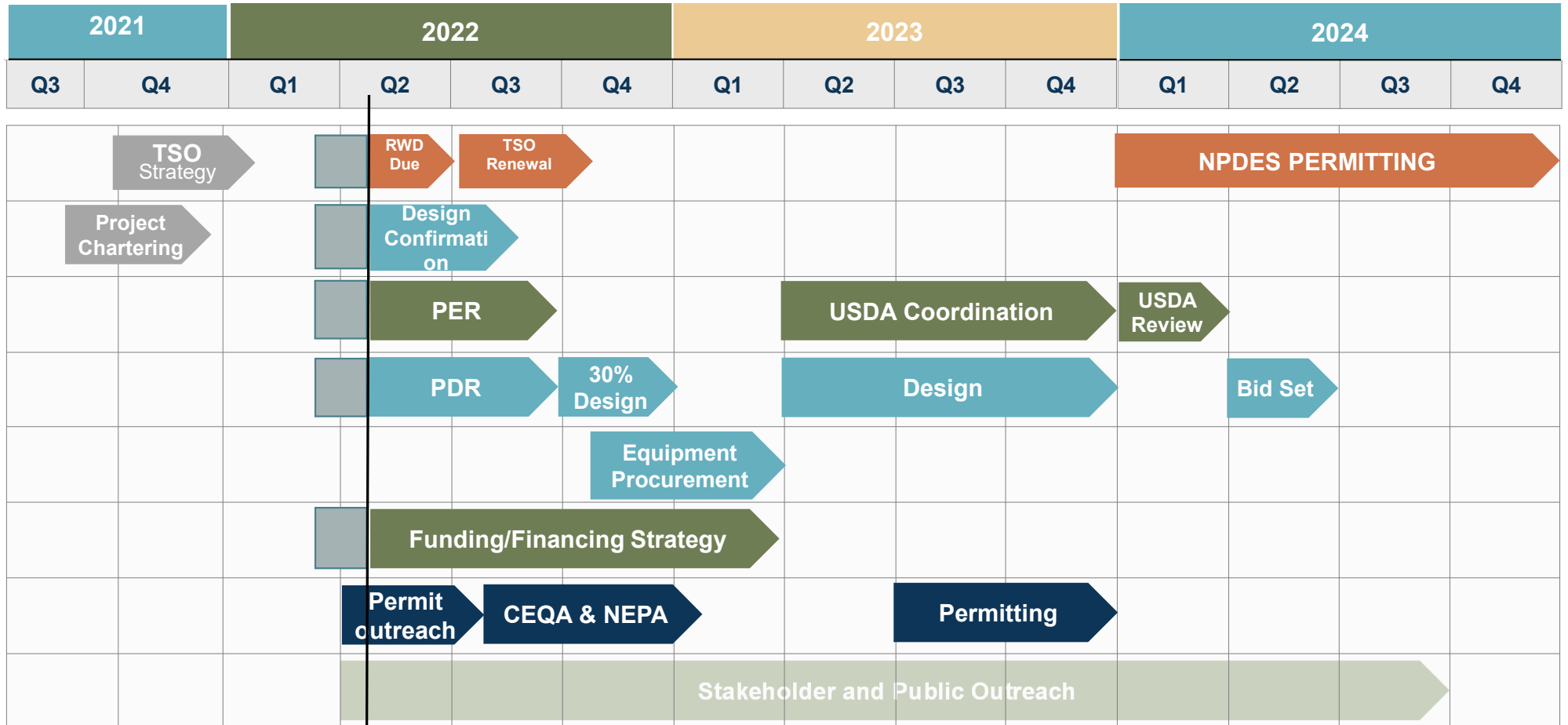
In the coming month WSC will be working on a preliminary draft of the PER. Data collection and development of the PER is a high priority task for the project as the PER is a prerequisite to securing project funding. This effort will be ongoing and a focus for the first half of 2022.

WSC is reviewing the flow and load data collected by District staff and will be developing the initial flow and load projections. This effort leads to preliminary treatment train sizing and then to initial site layouts which will be ongoing efforts for the month of April and May.

Attachments: Summary Schedule

File: Projects_WRRF

April 2022 Schedule



HERITAGE RANCH COMMUNITY SERVICES DISTRICT

Manager Report For the Month of April 2022

In addition to normal operations and administrative duties, below are updates for several areas of work:

Administration

- The Manager attended the monthly CSDA SLO Chapter General Managers meeting.
- The Manager attended a Special Districts virtual roundtable with staff from the Office of Congressman Jimmy Panetta.

Operations

- Submitted the monthly Wastewater Treatment Plant Self-Monitoring Report.
- Prepared and submitted the monthly Disinfection Byproduct Report.
- Additional updates regarding operations can be found in the Operations Report and the District Engineer Report.

Solid Waste

- The Manager attended an IWMA Board meeting.
- The Manager attended an IWMA Executive Committee meeting.
- The Manager attended an IWMA Local Task Force meeting.

Reservoir Status

- The Manager attended the MCWRA Reservoir Operations Committee meeting.
- See also separate agenda item.

Public Relations and Community

- Nothing significant to report.

Human Resources

- Nothing significant to report.

Board Member & Staff Information and Learning Opportunities

- Conflict of Interest filings (Form 700) are due in April. Kristen has reached out to each Director and Staff with instructions.

* * *

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

District Engineer Report For the Month of April 2022

In addition to normal engineering and administrative duties, below are updates for several areas of work:

Administration

- Engineering staff continues the review of the files from Wallace Group as time allows, working backward from the most recent projects. Working on Capital Improvement Program and Projects planning/budgets, etc. Received a file box of hard files from Wallace Group as well.

Operations Support

- Working with Staff re: SCADA integration and coordinating with SCADA consultant.
- Working with Staff for water system flushing.
- Additional updates regarding operations can be found in the Operations Report.

Capital Improvement Program and Projects

Projects / equipment replacement planned for this fiscal year and their status include:

- Vertical Intake: Integration by Tough Automation has been completed. Minor electrical issues have been addressed by the project electrical contractor and the system is operational. The new pump comes on (with PS-1) when there is a call for water from the raw water tank. Water from the vertical intake supplements the flow from either of the other two pumps at PS-1.
- Water Resource Reclamation Facility Upgrade: Staff and WSC are working on the initial design phase tasks. Engineering staff completed the analysis of current flow data and is working with WSC for sizing the plant, future sizing projections, etc.
- Water Treatment Plant Filters Renovation: Operations completed the first filter and it is back in operation.
- Lift Station 1-5 rehabilitation design phase: District Engineer is continuing with the review of the existing reports and documentation for this project.

- Water and Wastewater Rate Study: On Hold.
- Rebuild Treated Water Pumps at PS 3 & 4: On Hold.
- Pump Station Covers: On Hold.

Development Review

- Engineer has returned drawings for Snug Harbor to the owner and his team with comments. Met with design team to discuss comments and proposed revisions to plans.

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

Operations Report For the Month of April 2022

In addition to normal operations duties, below are other tasks / updates for several areas of work:

Water treatment

- Staff has completed renovation of the first of four filters. Six of the 9 control valves were replaced three of these also have new actuators. A total 653 bags of filter media were carefully placed by hand. Each layer was backwashed and leveled repeatedly until clean before adding the next layer. Following this report are few pictures demonstrating these activities.
- Filter #3 is back online and performing very well. The first run lasted 42 hours before a backwash cycle. The previous run times varied between 6-8 hours. Staff is sourcing the media required to renovate the remaining three filters. If all goes as planned, we should be able to renovate the second filter before summer demand pushes the project out into Fall.
- Staff is continuing to work through issues associated with the functionality of the Water Treatment Plant (WTP) electronic controls or SCADA system (Supervisory Control And Data Acquisition).

Water distribution

- Annual flushing of the distribution system is complete and the quarterly DBP samples were drawn and submitted following this maintenance.

Wastewater collection

- Tri-annual hydro flushing of sewer mains and cleaning of lift station wet wells is in the scheduling process. This years' service will focus on tracts 1094 & 1990 but also include several hot spots (locations that require annual service).
- Staff plans to utilize the same contractor to facilitate sludge removal in the drying beds at the WTP.

Wastewater treatment

- Sand filter maintenance is proving difficult with the absence of equipment to till and aerate the filter beds. This lack of maintenance is causing poor percolation and higher than desired BOD discharge results.

Vehicles and equipment

- There is still not a confirmation date for building the new F550 service truck, but the service body and crane will be in inventory soon if not already. Staff will inspect this for quality and functionality before the two components are bolted together.

New Valve and Actuator at Filter Waste Location



Loading Media One Bag at a Time



Leveling and Screeding Layers



One of Many Backwash Cycles



Filter Ready for Service

