

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS' REGULAR MEETING**
Minutes of November 18, 2021

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

President Capps called the meeting to order at 4:05 pm and led the flag salute.

2. ROLL CALL

Secretary Gelos called the roll. Director Burgess was absent. All other 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

Manager Duffield introduced the Districts' newly hired District Engineer, Doug Groshart.

Director Burgess arrived at 4:07 pm.

4. CONSENT ITEMS

- a. **Meeting Minutes:** Receive/approve minutes of special meeting of November 4, 2021.
- b. **Meeting Minutes:** Receive/approve minutes of regular meeting of October 21, 2021.
- c. **Warrant Register:** Receive/approve October 2021 warrants.
- d. **Treasurer's Report:** Receive/file October 2021 reports.
- e. **Fiscal Report:** Receive/file October 2021 status reports.
- f. **Office Report:** Receive/file October 2021 reports.

There were no public comments.

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

Ayes: Barker, Burgess, Capps, Cousineau, Rowley

5. PUBLIC HEARINGS

- a. **Submittal to consider approval of Resolution 21-12 implementing Stage III of the Emergency Water Shortage Regulations and Staged Water Use Reduction Plan.**

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

There were no public comments.

Director Cousineau made a motion to refuse Resolution 21-12 implementing Stage III of the Emergency Water Shortage Regulations and Staged Water Use Reduction Plan. Director Capps seconded the motion. The motion passed by the following roll call vote:

Ayes: Barker, Burgess, Capps, Cousineau, Rowley

6. DISCUSSION ITEMS

a. Introduction of Ordinance No. 21-1 Amending Chapter 8 Solid Waste Department, and adopt the Recycled-content Paper Product Procurement Policy to be in compliance with SB 1383.

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

Sam Poppin, a Heritage Ranch resident asked if it was possible to get some compost and keep somewhere within the ranch to be available to all residents of the community. Manager Duffield stated he would talk with San Miguel Garbage to see if they could work something out.

Director Rowley made a motion to adopt the Recycled-content Paper Product Procurement Policy to be in compliance with SB 1383. Director Barker seconded the motion. The motion passed by the following roll call vote:

Ayes: Barker, Burgess, Capps, Cousineau, Rowley

b. Request to adopt a Charter document for the Water Resource Recovery Facility upgrade project.

Manager Duffield provided a brief summary of the item and answered any questions the board had. Dylan Wade of WSC was present and went over the Charter document with the board.

There were no public comments.

Director Cousineau made a motion to adopt a Charter document for the Water Resource Recovery Facility upgrade project. Director Burgess seconded the motion. The motion passed by the following roll call vote:

Ayes: Barker, Burgess, Capps, Cousineau, Rowley

7. MANAGER REPORT

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

There were no public comments.

The November 2021 report was received and filed.

8. OPERATIONS REPORT

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

There were no public comments.

The November 2021 report was received and filed.

9. COMMITTEE AND DIRECTOR REPORTS

There were no reports.

10. ADJOURNMENT

On a motion by Director Cousineau and seconded by Director Rowley the meeting adjourned at 5:53 pm to the next scheduled regular meeting on Thursday, December 16, 2021.

APPROVED:

Devin Capps, President
Board of Directors

ATTEST:

Kristen Gelos, Secretary
Board of Directors

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
OCTOBER 2021
WARRANT REGISTER**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
11/2/2021	STAPLES CREDIT PLAN		
	OFFICE SUPPLIES	\$ (38.04)	
	OFFICE SUPPLIES	\$ 100.72	
	OFFICE SUPPLIES	\$ 85.11	
	OFFICE SUPPLIES	\$ 41.78	
	COMPUTER/SOFTWARE	\$ 911.61	1,101.18
11/2/2021	GREAT WESTERN ALARM		
	ALARM & ANSWERING SERVICE	\$ 288.95	288.95
11/2/2021	WALLACE GROUP		
	WRF UPGRADE PROJECT	\$ 3,368.67	3,368.67
11/2/2021	ADAMSKI, MOROSKI, MADDEN, CUMBERLAND & GREEN		
	LEGAL & ATTORNEY	\$ 1,450.00	1,450.00
11/2/2021	BRENNTAG PACIFIC, INC		
	CHEMICALS	\$ 4,217.00	4,217.00
11/2/2021	CAL COAST IRRIGATION, INC.		
	MAINTENANCE FIXED EQUIPMENT	\$ 222.23	
	MAINTENANCE FIXED EQUIPMENT	\$ 6.48	
	MAINTENANCE FIXED EQUIPMENT	\$ 86.54	315.25
11/2/2021	J.H. SMITH CONSULTING		
	PROFESSIONAL SERVICES	\$ 488.95	488.95
11/2/2021	DELTA LIQUID ENERGY		
	PROPANE	\$ (239.64)	
	PROPANE	\$ 242.65	3.01
11/2/2021	ALL WAYS CLEAN		
	STRUCTURES & GROUNDS	\$ 425.00	425.00
11/2/2021	TOSTE CONSTRUCTION, INC.		
	STRUCTURES & GROUNDS	\$ 10,750.00	
	MAINTENANCE FIXED EQUIPMENT	\$ 19,220.00	29,970.00
11/2/2021	TRUE TUBE, INC.		
	MAINTENANCE FIXED EQUIPMENT	\$ 306.31	306.31

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
OCTOBER 2021
WARRANT REGISTER**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
11/2/2021	HAMON OVERHEAD DOOR COMPANY, INC STRUCTURES & GROUNDS	\$ 490.81	490.81
11/2/2021	U.S. BANK		
	UNIFORMS	\$ (16.37)	
	MAINTENANCE FIXED EQUIPMENT	\$ 10.86	
	COMPUTER/SOFTWARE	\$ 82.57	
	UNIFORMS	\$ 52.36	
	COMPTUER/SOFTWARE	\$ 1,476.22	
	MAINTENANCE FIXED EQUIPMENT	\$ 299.06	
	SUPPLIES	\$ 11.13	
	MAINTENANCE FIXED EQUIPMENT	\$ 282.46	
	MAINTENANCE FIXED EQUIPMENT	\$ 21.72	2,220.01
	UNIFORMS	\$ 81.00	
	UNIFORMS	\$ 401.03	482.03
	SMALL TOOLS & EQUIPMENT	\$ 591.94	
	MAINTENANCE FIXED EQUIPMENT	\$ 50.19	642.13
11/2/2021	FOOS, GAIL		
	US REFUND	\$ 72.66	72.66
11/3/2021	CALPERS HEALTH BENEFITS		
	CALPERS HEALTH BENEFITS	\$ 11,759.29	
	EMPLOYEE PAID HEALTH BENEFIT	\$ 705.70	
	EMPLOYEE PAID HEALTH BENEFIT	\$ 705.70	13,170.69
11/5/2021	R. ARNOLD		
	NET PAYROLL	2,427.33	2,427.33
11/5/2021	J. PRITCHETT		
	NET PAYROLL	2,314.83	2,314.83
11/5/2021	M. HUMPHREY		
	NET PAYROLL	1,998.80	1,998.80
11/5/2021	B. VOGEL		
	NET PAYROLL	2,233.38	2,233.38
11/5/2021	T. SHOGREN		
	NET PAYROLL	1,943.27	1,943.27

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
OCTOBER 2021
WARRANT REGISTER**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
11/5/2021	K. GELOS NET PAYROLL	2,453.29	2,453.29
11/5/2021	D. BURGESS NET PAYROLL	92.35	92.35
11/5/2021	B. BARKER NET PAYROLL	92.35	92.35
11/5/2021	M. ROWLEY NET PAYROLL	92.35	92.35
11/5/2021	R. COUSINEAU NET PAYROLL	92.35	92.35
11/5/2021	S. DUFFIELD NET PAYROLL	3,918.02	3,918.02
11/5/2021	D. CAPPS NET PAYROLL	92.35	92.35
11/5/2021	M. WILCOX NET PAYROLL	1,988.48	1,988.48
11/5/2021	CALPERS 457 DEFFERED COMP PROGRAM PERS 457- DEFFERED COMP.	\$ 2,220.00	2,220.00
11/5/2021	INTERNAL REVENUE SERVICE FEDERAL WITHHOLDING TAXES FICA WITHIHOLDING MEDICARE	\$ 2,070.00 \$ 62.00 \$ 814.64	2,946.64
11/5/2021	EMPLOYMENT DEVELOPMENT DEPARTMENT SDI STATE WITHHOLDING	\$ 250.56 \$ 753.15	1,003.71
11/5/2021	CALPERS RETIREMENT SYSTEM PERS RETIREMENT PERS RETIREMENT TIER 2 PERS RETIREMENT PEPRA SURVIVOR BENEFIT	\$ 1,836.10 \$ 1,538.26 \$ 1,186.55 \$ 7.44	4,568.35

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
OCTOBER 2021
WARRANT REGISTER**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
11/5/2021	CALPERS RETIREMENT SYSTEM EMPLOYER UNIFORM CONTRIBUTION	\$ 14.69	14.69
11/6/2021	J.B. DEWAR. INC. FUEL & OIL	\$ 475.83	475.83
11/16/2021	FERGUSON ENTERPRISES INC MAINTENANCE FIXED EQUIPMENT MAINTENANCE FIXED EQUIPMENT	\$ 81.15 \$ 118.53	199.68
11/16/2021	WALLACE GROUP CONSULTING & ENGINEERING PLAN CHECK VERTICAL INTAKE PROJECT	\$ 222.50 \$ 1,005.25 \$ 2,610.75	3,838.50
11/16/2021	MOSS, LEVY & HARTZHEIM LLP AUDIT FY 2020-21	\$ 500.00	500.00
11/16/2021	BRENNTAG PACIFIC, INC CHEMICALS	\$ 2,649.24	2,649.24
11/16/2021	THE BLUEPRINTER CONSULTING & ENGINEERING	\$ 28.33	28.33
11/16/2021	FGL ENVIRONMENTAL LAB TESTING	\$ 195.00	195.00
11/16/2021	ASSOCIATED BACKFLOW SERVICES PROFESSIONAL SERVICES	\$ 874.00	874.00
11/16/2021	CALIFORNIA RURAL WATER ASSOCIA DUES & SUBSCRIPTIONS	\$ 816.00	816.00
11/16/2021	SAN MIGUEL ROLL OFF COMPANY, INC MAINTENANCE FIXED EQUIPMENT MAINTENANCE FIXED EQUIPMENT MAINTENANCE FIXED EQUIPMENT	\$ 868.44 \$ 524.21 \$ 667.24	2,059.89
11/16/2021	ANTHONY'S TIRE STORE VEHICLES	\$ 2,180.01	2,180.01

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
OCTOBER 2021
WARRANT REGISTER**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
11/16/2021	ABALONE COAST ANALYTICAL, INC. LAB TESTING	\$ 2,399.00	2,399.00
11/16/2021	CORE & MAIN LP MAINTENANCE FIXED EQUIPMENT MAINTENANCE FIXED EQUIPMENT MAINTENANCE FIXED EQUIPMENT	\$ (1,444.87) \$ 1,466.38 \$ 1,418.99	1,440.50
11/16/2021	WATER SYSTEMS CONSULTING, INC. WRF UPGRADE PROJECT	\$16,157.50	16,157.50
11/16/2021	BURT INDUSTRIAL SUPPLY WTP FILTERS RENOVATION PROJECT	\$ 178.70	178.70
11/16/2021	DATA PROSE LLC OCTOBER BILLING	\$ 1,206.78	1,206.78
11/16/2021	WESTERN EXTERMINATOR COMPANY STRUCTURES & GROUNDS	\$ 92.00	92.00
11/16/2021	RIVAL TECHNOLOGY INC. PROFESSIONAL SERVICES COMPUTER/SOFTWARE COMPUTER/SOFTWARE	\$ 739.68 \$ 130.00 \$ 184.25	1,053.93
11/16/2021	KENWOOD ENERGY PVS PROJECT	\$ 2,157.50	2,157.50
11/16/2021	TABORDA SOLUTIONS COMPUTER/SOFTWARE	\$ 25.00	25.00
11/16/2021	SPRAGUE'S LAWN SERVICES STRUCTURES & GROUNDS	\$ 150.00	150.00
11/16/2021	JAMES R. GREEN PROFESSIONAL SERVICES	\$ 4,000.00	4,000.00
11/16/2021	DEZURIK, INC. WTP FILTERS RENOVATION PROJECT	\$12,665.03	12,665.03

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
OCTOBER 2021
WARRANT REGISTER**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
11/16/2021	CRAFCO, INC. EQUIPMENT REPLACEMENT SMALL TOOLS & EQUIPMENT	\$ 3,316.27 \$ 489.38	3,805.65
11/16/2021	GEO SOLUTIONS VERTICAL INTAKE PROJECT	\$ 1,128.00	1,128.00
11/16/2021	PUMPING EFFICIENCY TESTING SERVICES PROFESSIONAL SERVICES	\$ 2,400.00	2,400.00
11/18/2021	KIRK CONSTRUCTION VERTICAL INTAKE PROJECT	\$ 75,862.16	75,862.16
11/18/2021	PG&E ELECTRICITY	\$ 21,747.93	21,747.93
11/19/2021	R. ARNOLD NET PAYROLL	2,227.11	2,227.11
11/19/2021	J. PRITCHETT NET PAYROLL	2,491.96	2,491.96
11/19/2021	M. HUMPHREY NET PAYROLL	2,209.29	2,209.29
11/19/2021	B. VOGEL NET PAYROLL	2,186.44	2,186.44
11/19/2021	T. SHOGREN NET PAYROLL	1,943.27	1,943.27
11/19/2021	K. GELOS NET PAYROLL	2,453.29	2,453.29
11/19/2021	S. DUFFIELD NET PAYROLL	3,751.76	3,751.76
11/19/2021	M. WILCOX NET PAYROLL	1,988.48	1,988.48

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
OCTOBER 2021
WARRANT REGISTER**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
11/19/2021	CALPERS 457 DEFFERED COMP PROGRAM PERS 457- DEFFERED COMP.	\$ 2,220.00	2,220.00
11/19/2021	INTERNAL REVENUE SERVICE FEDERAL WITHHOLDING TAXES MEDICARE	\$ 2,073.32 \$ 799.86	2,873.18
11/19/2021	EMPLOYMENT DEVELOPMENT DEPARTMENT SDI STATE WITHHOLDING	\$ 253.45 \$ 739.58	993.03
11/19/2021	CALPERS RETIREMENT SYSTEM PERS RETIREMENT PERS RETIREMENT TIER 2 PERS RETIREMENT PEPRA SURVIVOR BENEFIT	\$ 1,836.10 \$ 1,538.26 \$ 1,235.99 \$ 7.44	4,617.79
11/22/2021	J.B. DEWAR. INC. FUEL & OIL	\$ 515.87	515.87
11/22/2021	SWRCB REGIONAL BOARD EXPEDITED PYMT	\$18,000.00	18,000.00
11/23/2021	SAN MIGUEL GARBAGE DLEINQUENT SOLID WASTE FEES	\$ 103.00	103.00
11/23/2021	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
11/28/2021	CHARTER COMMUNICATIONS INTERNET	\$ 89.99	89.99
11/29/2021	FERGUSON ENTERPRISES INC MAINTENANCE FIXED EQUIPMENT MAINTENANCE FIXED EQUIPMENT	\$ (37.00) \$ 67.99	30.99
11/29/2021	AT&T TELEPHONE	\$ 357.36	357.36

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
OCTOBER 2021
WARRANT REGISTER**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
11/29/2021	FGL ENVIRONMENTAL LAB TESTING	\$ 741.00	741.00
11/29/2021	COUNTY OF SAN LUIS OBISPO PROFESSIONAL SVCS X-CONNECT LICENSES & PERMITS LICENSES & PERMITS	\$ 306.70 \$ 512.00 \$ 859.00	1,677.70
11/29/2021	FLUID RESOURCE MANAGEMENT PROFESSIONAL SERVICES	\$ 520.00	520.00
11/29/2021	CORE & MAIN LP MAINTENANCE FIXED EQUIPMENT	\$ 185.29	185.29
11/29/2021	BRIAN VOGEL UNIFORM ALLOWANCE CELL & INTERNET ALLOWANCE	\$ 225.23 \$ 80.00	305.23
11/29/2021	JAMES A. PRITCHETT CELL & INTERNET ALLOWANCE	\$ 80.00	80.00
11/29/2021	KRISTEN GELOS CELL & INTERNET ALLOWANCE	\$ 40.00	40.00
11/29/2021	MARK HUMPHREY CELL & INTERNET ALLOWANCE	\$ 80.00	80.00
11/29/2021	MEDPOST URGENT CARE PROFESSIONAL SERVICES	\$ 140.00	140.00
11/29/2021	MIKE WILCOX CELL & INTERNET ALLOWANCE	\$ 80.00	80.00
11/29/2021	NAPA AUTO PARTS VEHICLES	\$ 28.24	28.24
11/29/2021	PERRY'S ELECTRICT MOTORS MAINTENANCE FIXED EQUIPMENT	\$ 332.50	332.50
11/29/2021	RIVAL TECHNOLOGY INC. COMPUTER/SOFWARE	\$ 152.85	152.85

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
OCTOBER 2021
WARRANT REGISTER**

DATE	NAME OF PAYEE	ITEM AMOUNT	WARRANT AMOUNT
11/29/2021	ROY ARNOLD MEDICAL REIMBURSEMENT CELL & INTERNET ALLOWANCE	\$ 658.06 \$ 80.00	738.06
11/29/2021	SAN MIGUEL ROLL OFF COMPANY, INC MAINTENANCE FIXED EQUIPMENT MAINTENANCE FIXED EQUIPMENT	\$ 505.52 \$ 587.62	1,093.14
11/29/2021	SCOTT DUFFIELD CELL & INTERNET ALLOWANCE	\$ 40.00	40.00
11/29/2021	SPECIAL DISTRICT RISK MANAGEMENT PROPERTY/LIABILITY ADD 21-22	\$ 891.86	891.86
11/29/2021	SHORE-TEK INC SMALL TOOLS & EQUIPMENT	\$ 25.00	25.00
11/29/2021	SPRING STREET AUTO, INC. VEHICLES	\$ 88.00	88.00
11/29/2021	STAPLES CREDIT PLAN OFFICE SUPPLIES	\$ 117.69	117.69
GRAND TOTAL FOR ALL WARRANTS			\$314,168.14

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
TREASURER'S REPORT
NOVEMBER 2021**

SUMMARY REPORT OF ALL ACCOUNTS

Beginning Balance:	\$ 4,845,409.62
Ending Balance:	\$ 4,766,061.37
Variance:	\$ (79,348.25)
Interest Earnings for the Month Reported:	\$ 2,838.29
Interest Earnings Fiscal Year-to-Date:	\$ 6,652.47

ANALYSIS OF REVENUES

Total operating income for water and sewer was:	\$179,321
Non-operating income was:	\$65,587
Franchise fees paid to the District by San Miguel Garbage was:	\$ 6,868.88
Interest earnings for the P.P.B. checking account was:	\$ 1.32
Interest earnings for the P.P.B. DWR Loan Services account was:	\$ -
Interest earnings for the P.P.B. DWR Reserve account was:	\$ -
Interest earnings for the P.P.B. SRF Loan Services account was:	\$ -
Interest earnings for the Western Alliance account was:	\$ -
Interest earnings for the LAIF account was:	\$ -

ANALYSIS OF EXPENSES

Pacific Premier Bank checking account total warrants, fees, and Electronic Fund Transfers was:	\$315,310.45
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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
NOVEMBER 2021**

BEGINNING BALANCE ALL ACCOUNTS **\$ 4,845,409.62**

OPERATING CASH IN DRAWER **\$300.00**

PACIFIC PREMIER BANK - CHECKING

BEGINNING BALANCE 10/31/2021	\$91,969.03	
DEPOSIT REVENUE & MISCELLANEOUS INCOME	\$235,960.85	
INTEREST EARNED	\$1.32	
TOTAL CHECKS, FEES AND EFT'S	-\$315,310.45	
TRANSFER TO LAIF ACCOUNT	\$0.00	
TRANSFER FROM LAIF ACCOUNT	\$80,000.00	
ENDING BALANCE 11/30/2021		\$92,620.75

PACIFIC PREMIER BANK DWR LOAN REPAYMENT (1994-2029):

LOAN SERVICES ACCOUNT

BEGINNING BALANCE 10/31/2021	\$144.37	
QUARTERLY DEPOSIT	\$0.00	
INTEREST EARNED	\$0.00	
SEMI-ANNUAL PAYMENT	\$0.00	
ENDING BALANCE 11/30/2021		\$144.37

PACIFIC PREMIER BANK DWR RESERVE ACCOUNT

BEGINNING BALANCE 10/31/2021	\$113,467.56	
INTEREST EARNED	\$0.00	
ENDING BALANCE 11/30/2021		\$113,467.56

PACIFIC PREMIER BANK SDWSRF LOAN SERVICES ACCOUNT

BEGINNING BALANCE 10/31/2021	\$44,310.91	
QUARTERLY DEPOSIT	\$0.00	
INTEREST EARNED	\$0.00	
SEMI-ANNUAL PAYMENT	\$0.00	
ENDING BALANCE 11/30/2021		\$44,310.91

WESTERN ALLIANCE

PVS PROJECT CAPITALIZED INTEREST FUND

BEGINNING BALANCE 10/31/2021	\$18.34	
INTEREST EARNED	\$0.00	
INTEREST PAYMENT	\$0.00	
ENDING BALANCE 11/30/2021		\$18.34

LOCAL AGENCY INVESTMENT FUND (LAIF)

BEGINNING BALANCE 10/31/2021	\$4,595,499.44	
INTEREST EARNED	\$0.00	
TRANSFER FROM PACIFIC PREMIER CHECKING	\$0.00	
TRANSFER TO PACIFIC PREMIER CHECKING	(\$80,000.00)	
ENDING BALANCE 11/30/2021		\$4,515,499.44

ENDING BALANCE ALL ACCOUNTS		\$4,766,061.37
DIFFERENCE FROM LAST MONTH	Decrease	(\$79,348.25)

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

OPERATING REVENUE	Budget FY 21/22	Actual November	Actual Year to Date	Percentage Year to Date	Variance Explanation
Water Fees	1,107,981	100,062	572,221	52%	
Sewer Fees	704,110	59,412	294,993	42%	
Hook-Up Fees	3,000	0	1,900	63%	
Turn on Fees	3,500	475	1,525	44%	
Late Fees	18,500	1,899	10,717	58%	
Plan Check & Inspection	10,000	1,005	1,005	10%	
Miscellaneous Income	500	0	33	7%	
TOTAL OPERATING	\$1,847,591	\$162,854	\$882,394	48%	

FRANCHISE REVENUE					
Solid Waste Franchise Fees	77,220	6,283	32,447	42%	
TOTAL FRANCHISE	\$77,220	\$6,283	\$32,447	42%	

TOTAL OPERATING \$1,924,811 \$169,137 \$914,840 48%

NON-OPERATING REVENUE					
Standby Charges	242,144	25,598	44,527	18%	
Property Tax	404,308	46,267	88,193	22%	
Interest	50,000	1	6,654	13%	
Connection Fees	70,580	0	40,211	57%	
TOTAL NON-OPERATING	\$767,032	\$71,867	\$179,585	23%	

RESERVE REVENUE					
Capital Reserves	656,000	888	43,463	7%	
Operating Reserves	1,833,986	30,652	185,424	10%	
TOTAL RESERVE	\$2,489,986	\$31,539	\$228,886	9%	

TOTAL NON-OPERATING \$3,257,018 \$103,406 \$408,471 13%

TOTAL ALL INCOME	\$5,181,829	\$272,543	\$1,323,312	26%	
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**HERITAGE RANCH COMMUNITY SERVICES DISTRICT - CONSOLIDATED BUDGET
2021/22 Budget**

OPERATING EXPENSES

SALARIES AND BENEFITS	Budget FY 21/22	Actual November	Actual Year to Date	Percentage Year to Date	Variance Explanation
Salaries	810,774	53,422	277,490	34%	
Health Insurance	149,611	8,783	38,403	26%	
Health Insurance - Retirees	44,584	3,602	18,040	40%	
PERS	146,225	13,317	67,287	46%	
Standby	13,100	989	5,357	41%	
Overtime	15,600	511	5,779	37%	
Workers Comp. Ins.	18,355	0	16,185	88%	Paid Annually
Directors' Fees	9,000	500	2,800	31%	
Medicare/FICA	11,953	838	4,415	37%	
Car Allowance	3,000	250	1,250	42%	
SUI/ETT	1,500	0	0	0%	
Uniforms	5,000	225	2,518	50%	
TOTAL SALARIES & BENEFITS	\$1,228,702	\$82,437	\$439,523	36%	

UTILITIES

Electricity	121,527	21,748	88,994	73%	
Propane	1,025	0	3	0%	
Water Purchase	23,114	0	11,557	50%	Paid Semiannually
Telephone/Internet	10,800	927	4,914	45%	
TOTAL UTILITIES	\$156,466	\$22,675	\$105,468	67%	

MAINTENANCE & SUPPLIES

Chemicals	87,000	0	30,397	35%	
Computer/Software	29,450	492	11,969	41%	
Equip. Rental/Lease	2,500	0	1,007	40%	
Fixed Equip.	172,000	5,446	56,562	33%	
Fuel & Oil	10,000	0	3,994	40%	
Lab Testing	38,400	3,335	18,193	47%	
Office Supplies	1,500	235	1,323	88%	
Parks & Recreation	0	0	0	0%	
Struct./Grnds.	8,140	575	3,709	46%	
Small Tools/Equip.	3,000	25	2,390	80%	
Supplies	2,500	0	846	34%	
Meters/Equip.	12,000	0	262	2%	
Vehicles	6,000	3,158	6,365	106%	
TOTAL MAINT. & SUP.	\$372,490	\$13,267	\$137,016	37%	

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

GENERAL & ADMINISTRATION	Budget FY 21/22	Actual November	Actual Year to Date	Percentage Year to Date	Variance Explanation
Ads./Advertising	1,500	0	904	60%	
Alarm/Answering Service	4,000	289	1,426	36%	
Audit	10,000	0	3,500	35%	
Bank Charges/Fees	8,000	542	3,019	38%	
Consulting/Engineering	20,000	223	6,714	34%	
Dues/Subscription	9,850	0	8,693	88%	
Elections	0	0	0	0%	
Insurance	36,590	892	36,935	101%	Paid Annually
LAFCO	6,600	0	6,269	95%	Paid Annually
Legal/Attorney	15,000	0	4,509	30%	
Licenses/Permits	32,100	1,371	1,466	5%	
Plan Check & Inspection	10,000	1,005	1,005	10%	
Postage/Billing	15,000	0	5,646	38%	
Professional Service	44,300	4,180	29,418	66%	
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	\$8,502	\$110,014	48%	

CAPITAL PROJECTS & EQUIPMENT

Structures/Improvements	2,259,986	31,539	145,168	6%	
Equipment	230,000	0	83,488	36%	
TOTAL CAPITAL EXPENSE	\$2,489,986	31,539	228,655	9%	

DEBT

State Loan Payment	103,629	0	51,814	50%	paid semiannually
State Loan Payment Phase II	58,740	0	0	0%	paid semiannually
Western Alliance Lease-PVS	152,849	0	76,824	50%	paid semiannually
TOTAL DEBT	\$315,218	\$0	\$128,638		

FUNDED DEPRECIATION	\$288,000	\$24,000	\$120,000	42%	
UNFUNDED DEPRECIATION	\$0	\$0	\$0	0%	

TOTAL EXPENSE	\$5,078,802	\$182,420	\$1,269,314	25%	
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CAPACITY CHARGES TRANSFER \$70,580 \$0 \$40,211 57%

SOLID WASTE FEES TRANSFER \$30,783 \$3,241 \$11,108 36%

FUND TOTAL	\$1,664	\$86,882	\$2,678		
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**HERITAGE RANCH COMMUNITY SERVICES DISTRICT
NOVEMBER 2021 OFFICE REPORT**

Water & Sewer

On December 1st, we processed 1,930 bills for a total dollar amount of \$154,344 for water and sewer user fees for the month of November. The number of Automatic Drafts processed was 622 for a total dollar amount of \$49,903.

San Miguel Garbage Franchise Fees

Each month, the District receives franchise fees from the previous month. The breakdown is as follows:

Month of October

Garbage Collection (10%) - \$ 5,662.21

Roll-Off Collection (10%) - \$ 620.36

Total Franchise Fees Collected - \$ 6,282.57

Service Orders Completed

Staff completed a total of 23 service orders for the month of November. Below is a breakdown by job code.

OCCUPANT CHANGE	13	USA	4
MISC.	1	PRESSURE CHECK	2
CALL OUT	2	SEWER INSPECTION	1
DIRTY WATER COMPLAINT	1		

HRCSD Board of Directors 2022 Calendar of Activities

<p>JAN MTG – Jan 20th at 4:00 pm Solid Waste fees PH?</p>	<p>FEB MTG – Feb 17th at 4:00 pm</p>	<p>MAR MTG – Mar 17th at 4:00 pm Standby Charges set PH</p>
<p>APR MTG – Apr 21st at 4:00 pm Reservoir Report (set PH?)</p>	<p>MAY MTG – May 19th at 4:00 pm Confirm Standby Charges PH Budget 1st draft</p>	<p>JUN MTG – Jun 16th at 4:00 pm Elections even year HRCSEA MOU due? Adopt Pre Budget and set PH GM agreement (closed/open)</p>
<p>JUL MTG – Jul 21st at 4:00 pm Annual Treasury Rept. Adopt Final Budget PH Adopt Salary Schedule PH Solid Waste liens PH Water/Sewer liens PH</p>	<p>AUG MTG – Aug 18th at 4:00 pm Fix employer contribution</p>	<p>SEP MTG – Sep 15th at 4:00 pm</p>
<p>OCT MTG – Oct 20th at 4:00 pm</p>	<p>NOV MTG – Nov 17th at 4:00 pm Solid Waste fees set PH?</p>	<p>DEC MTG – Dec 15th at 4:00 pm Audit receive/file Board Officers Board Committees even year Director Oaths even year</p>

**ADAMSKI MOROSKI MADDEN
CUMBERLAND & GREEN LLP**

ATTORNEYS AT LAW

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T 805-543-0990 • F 805-543-0980 • www.ammcglaw.com

December 9, 2021

Heritage Ranch Community Services District
Attn: Board of Directors
4870 Heritage Road
Paso Robles CA 93446

Re: Conflict Waiver

Dear Directors of the Board:

As you are aware, the San Luis Obispo County Integrated Waste Management Authority (“IWMA”) has prioritized the amending of the Joint Powers Agreement (“JPA”) and issues related to SB 1383 compliance and implementation. As you are also aware, our office represents the IWMA and a number of other local government agencies, including the California Valley Community Services District, San Simeon Community Services District, Los Osos Community Services District, and Oceano Community Services District, which are all participants in the IWMA alongside Heritage Ranch Community Services District (“HRCSD”).

While the efforts of the HRCSD and the IWMA are cooperative in nature, there is a close enough connection between the agencies that I find it prudent to draw your attention to even an appearance of conflict. For example, the IWMA is currently proposing amendments to the JPA. These amendments will be considered and ultimately approved by both HRCSD and the IWMA. In addition, HRCSD is in the process of adopting an ordinance related to SB 1383. Although the ordinance is necessary to comply with SB 1383, I have worked with the IWMA and its consultants to assist HRCSD with this ordinance to ensure compliance with CalRecycle requirements. In both instances, HRCSD and the IWMA are working toward a common objective, yet even where no actual conflict exists, there may be an appearance of conflict which I would rather address than avoid.

The California Rules of Professional Conduct prevent an attorney from representing a party in one matter where that attorney represents a different client in the same matter adverse to the first client *unless* both clients provide informed written consent. The following are the pertinent Rules of Professional Conduct related to this engagement:

RULES OF PROFESSIONAL CONDUCT

Rule 1.7 of the California Rules of Professional Conduct provides in pertinent part:

(a) A lawyer shall not, without informed written consent* from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.

(b) A lawyer shall not, without informed written consent* from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person,* or by the lawyer's own interests.

(c) Even when a significant risk requiring a lawyer to comply with paragraph (b) is not present, a lawyer shall not represent a client without written disclosure of the relationship to the client and compliance with paragraph (d) where:

- (1) the lawyer has, or knows that another lawyer in the lawyer's firm has, a legal, business, financial, professional, or personal relationship with or responsibility to a party or witness in the same matter; or
- (2) the lawyer knows or reasonably should know that another party's lawyer is a spouse, parent, child, or sibling of the lawyer, lives with the lawyer, is a client of the lawyer or another lawyer in the lawyer's firm, or has an intimate personal relationship with the lawyer. *See Exhibit A* (a complete copy of Rule 1.7 of the California Rules of Professional Conduct)

Here, because the matters are cooperative in nature, I am confident that I am able to provide you competent and diligent representation in all matters even if I simultaneously represent the IWMA regarding the same matters. Nevertheless, I am obliged to inform you of any actual or reasonably foreseeable adverse effects of this representation. At this time, it is foreseeable that the Your Board could perceive my representation of the IWMA as a breach of loyalty.

YOUR CONSENT

It is understood that this consent will not waive any protection that you may have with regard to attorney-client communications with me in this matter. Those communications will remain confidential and will not be disclosed to any third party without your consent.

I believe that the HRCSD Board is familiar with the factual background relevant to the content of this letter, and that I have given you a sufficiently detailed description for obtaining informed written consent. However, if you believe that there is any other information that you or I need to have before such consent can be granted, please let me know immediately or such matters

Heritage Ranch Community Services District
December 9, 2021
Page 3

can be discussed at the December 16, 2021 meeting of the Board. You are advised of your right to seek independent legal advice related to the conflict represented by this waiver.

In the event that circumstances change or I become aware of new information that may affect your consent, you will be notified of that fact immediately, and continued representation will be subject to the informed written consent of involved parties.

Your execution of this consent form will constitute an acknowledgment of full disclosure in compliance with the requirements of Rule 1.7 of the California Rules of Professional Conduct previously quoted in this letter.

Very truly yours,

ADAMSKI MOROSKI MADDEN
CUMBERLAND & GREEN LLP



JEFFREY A. MINNERY

JAM:jbg

Heritage Ranch Community Services District

Devin Capps, President

Date: _____



The State Bar of California

Rule 1.7 Conflict of Interest: Current Clients (Rule Approved by the Supreme Court, Effective November 1, 2018)

- (a) A lawyer shall not, without informed written consent* from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.
- (b) A lawyer shall not, without informed written consent* from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person,* or by the lawyer's own interests.
- (c) Even when a significant risk requiring a lawyer to comply with paragraph (b) is not present, a lawyer shall not represent a client without written* disclosure of the relationship to the client and compliance with paragraph (d) where:
 - (1) the lawyer has, or knows* that another lawyer in the lawyer's firm* has, a legal, business, financial, professional, or personal relationship with or responsibility to a party or witness in the same matter; or
 - (2) the lawyer knows* or reasonably should know* that another party's lawyer is a spouse, parent, child, or sibling of the lawyer, lives with the lawyer, is a client of the lawyer or another lawyer in the lawyer's firm,* or has an intimate personal relationship with the lawyer.
- (d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), and (c), and:
 - (1) the lawyer reasonably believes* that the lawyer will be able to provide competent and diligent representation to each affected client;
 - (2) the representation is not prohibited by law; and
 - (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.
- (e) For purposes of this rule, "matter" includes any judicial or other proceeding, application, request for a ruling or other determination, contract, transaction, claim, controversy, investigation, charge, accusation, arrest, or other deliberation, decision, or action that is focused on the interests of specific persons,* or a discrete and identifiable class of persons.*

Comment

[1] Loyalty and independent judgment are essential elements in the lawyer's relationship to a client. The duty of undivided loyalty to a current client prohibits

undertaking representation directly adverse to that client without that client's informed written consent.* Thus, absent consent, a lawyer may not act as an advocate in one matter against a person* the lawyer represents in some other matter, even when the matters are wholly unrelated. (See *Flatt v. Superior Court* (1994) 9 Cal.4th 275 [36 Cal.Rptr.2d 537].) A directly adverse conflict under paragraph (a) can arise in a number of ways, for example, when: (i) a lawyer accepts representation of more than one client in a matter in which the interests of the clients actually conflict; (ii) a lawyer, while representing a client, accepts in another matter the representation of a person* who, in the first matter, is directly adverse to the lawyer's client; or (iii) a lawyer accepts representation of a person* in a matter in which an opposing party is a client of the lawyer or the lawyer's law firm.* Similarly, direct adversity can arise when a lawyer cross-examines a non-party witness who is the lawyer's client in another matter, if the examination is likely to harm or embarrass the witness. On the other hand, simultaneous representation in unrelated matters of clients whose interests are only economically adverse, such as representation of competing economic enterprises in unrelated litigation, does not ordinarily constitute a conflict of interest and thus may not require informed written consent* of the respective clients.

[2] Paragraphs (a) and (b) apply to all types of legal representations, including the concurrent representation of multiple parties in litigation or in a single transaction or in some other common enterprise or legal relationship. Examples of the latter include the formation of a partnership for several partners* or a corporation for several shareholders, the preparation of a pre-nuptial agreement, or joint or reciprocal wills for a husband and wife, or the resolution of an "uncontested" marital dissolution. If a lawyer initially represents multiple clients with the informed written consent* as required under paragraph (b), and circumstances later develop indicating that direct adversity exists between the clients, the lawyer must obtain further informed written consent* of the clients under paragraph (a).

[3] In *State Farm Mutual Automobile Insurance Company v. Federal Insurance Company* (1999) 72 Cal.App.4th 1422 [86 Cal.Rptr.2d 20], the court held that paragraph (C)(3) of predecessor rule 3-310 was violated when a lawyer, retained by an insurer to defend one suit, and while that suit was still pending, filed a direct action against the same insurer in an unrelated action without securing the insurer's consent. Notwithstanding *State Farm*, paragraph (a) does not apply with respect to the relationship between an insurer and a lawyer when, in each matter, the insurer's interest is only as an indemnity provider and not as a direct party to the action.

[4] Even where there is no direct adversity, a conflict of interest requiring informed written consent* under paragraph (b) exists if there is a significant risk that a lawyer's ability to consider, recommend or carry out an appropriate course of action for the client will be materially limited as a result of the lawyer's other responsibilities, interests, or relationships, whether legal, business, financial, professional, or personal. For example, a lawyer's obligations to two or more clients in the same matter, such as several individuals seeking to form a joint venture, may materially limit the lawyer's ability to recommend or advocate all possible positions that each might take because of the lawyer's duty of loyalty to the other clients. The risk is that the lawyer may not be

able to offer alternatives that would otherwise be available to each of the clients. The mere possibility of subsequent harm does not itself require disclosure and informed written consent.* The critical questions are the likelihood that a difference in interests exists or will eventuate and, if it does, whether it will materially interfere with the lawyer's independent professional judgment in considering alternatives or foreclose courses of action that reasonably* should be pursued on behalf of each client. The risk that the lawyer's representation may be materially limited may also arise from present or past relationships between the lawyer, or another member of the lawyer's firm*, with a party, a witness, or another person* who may be affected substantially by the resolution of the matter.

[5] Paragraph (c) requires written* disclosure of any of the specified relationships even if there is not a significant risk the relationship will materially limit the lawyer's representation of the client. However, if the particular circumstances present a significant risk the relationship will materially limit the lawyer's representation of the client, informed written consent* is required under paragraph (b).

[6] Ordinarily paragraphs (a) and (b) will not require informed written consent* simply because a lawyer takes inconsistent legal positions in different tribunals* at different times on behalf of different clients. Advocating a legal position on behalf of a client that might create precedent adverse to the interests of another client represented by a lawyer in an unrelated matter is not sufficient, standing alone, to create a conflict of interest requiring informed written consent.* Informed written consent* may be required, however, if there is a significant risk that: (i) the lawyer may temper the lawyer's advocacy on behalf of one client out of concern about creating precedent adverse to the interest of another client; or (ii) the lawyer's action on behalf of one client will materially limit the lawyer's effectiveness in representing another client in a different case, for example, when a decision favoring one client will create a precedent likely to seriously weaken the position taken on behalf of the other client. Factors relevant in determining whether the clients' informed written consent* is required include: the courts and jurisdictions where the different cases are pending, whether a ruling in one case would have a precedential effect on the other case, whether the legal question is substantive or procedural, the temporal relationship between the matters, the significance of the legal question to the immediate and long-term interests of the clients involved, and the clients' reasonable* expectations in retaining the lawyer.

[7] Other rules and laws may preclude the disclosures necessary to obtain the informed written consent* or provide the information required to permit representation under this rule. (See, e.g., Bus. & Prof. Code, § 6068, subd. (e)(1) and rule 1.6.) If such disclosure is precluded, representation subject to paragraph (a), (b), or (c) of this rule is likewise precluded.

[8] Paragraph (d) imposes conditions that must be satisfied even if informed written consent* is obtained as required by paragraphs (a) or (b) or the lawyer has informed the client in writing* as required by paragraph (c). There are some matters in which the conflicts are such that even informed written consent* may not suffice to permit representation. (See *Woods v. Superior Court* (1983) 149 Cal.App.3d 931 [197 Cal.Rptr.

185]; *Klemm v. Superior Court* (1977) 75 Cal.App.3d 893 [142 Cal.Rptr. 509]; *Ishmael v. Millington* (1966) 241 Cal.App.2d 520 [50 Cal.Rptr. 592].)

[9] This rule does not preclude an informed written consent* to a future conflict in compliance with applicable case law. The effectiveness of an advance consent is generally determined by the extent to which the client reasonably* understands the material risks that the consent entails. The more comprehensive the explanation of the types of future representations that might arise and the actual and reasonably* foreseeable adverse consequences to the client of those representations, the greater the likelihood that the client will have the requisite understanding. The experience and sophistication of the client giving consent, as well as whether the client is independently represented in connection with giving consent, are also relevant in determining whether the client reasonably* understands the risks involved in giving consent. An advance consent cannot be effective if the circumstances that materialize in the future make the conflict nonconsentable under paragraph (d). A lawyer who obtains from a client an advance consent that complies with this rule will have all the duties of a lawyer to that client except as expressly limited by the consent. A lawyer cannot obtain an advance consent to incompetent representation. (See rule 1.8.8.)

[10] A material change in circumstances relevant to application of this rule may trigger a requirement to make new disclosures and, where applicable, obtain new informed written consents.* In the absence of such consents, depending on the circumstances, the lawyer may have the option to withdraw from one or more of the representations in order to avoid the conflict. The lawyer must seek court approval where necessary and take steps to minimize harm to the clients. See rule 1.16. The lawyer must continue to protect the confidences of the clients from whose representation the lawyer has withdrawn. (See rule 1.9(c).)

[11] For special rules governing membership in a legal service organization, see rule 6.3; and for work in conjunction with certain limited legal services programs, see rule 6.5.

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Scott Duffield, General Manager

DATE: December 16, 2021

SUBJECT: Adoption of Ordinance No. 21-01 amending Chapter 8 Solid Waste Department.

Recommendation

It is recommended that the Board of Directors:

1. Receive public testimony on Ordinance No. 21-01.
2. Waive full reading and adopt Ordinance No. 21-01 by title:

ORDINANCE NO. 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

3. Authorize the General Manager to sign a letter designating IWMA to act as a delegate on behalf of the District for the responsibilities of compliance with Senate Bill 1383 and the corresponding regulations in Title 14 of the California Code of Regulations, Division 7, Chapter 12 to the extent allowed by law .

Background and Discussion

Senate Bill No. 1383 (SB 1383) was signed into law on September 19, 2016, to reduce organic waste disposal by 75% and increase edible food recovery by 20%, by 2025. SB 1383 is the most significant waste reduction mandate to be adopted in the State of California in the last 30 years and requires all jurisdictions to implement a mandatory organic recycling ordinance by January 1, 2022. This Legislation requires all businesses, residents, and multi-family apartments to have access to recycling programs that capture food scraps, landscaping waste, among other organic waste materials.

As a result of SB 1383, the California Department of Resources Recycling and Recovery (CalRecycle), which is the State department tasked with administering California's waste and recycling programs, developed prescriptive regulations to achieve the State's outlined organic waste disposal goals by 2025. Over the last two years, CalRecycle conducted informal hearings with local governments and stakeholders to develop regulations to achieve the State's organic waste reduction mandates. In November 2020, CalRecycle released the final regulations for SB 1383.

The adoption of Ordinance 21-01 will meet the requirements of SB 1383 and provide necessary rules and regulations for the disposal and collection of waste materials within the District. Single family residences 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. The General Manager intends to apply for a low-population waiver for the District; however, CalRecycle's determination will not be known prior to the January 1, 2022 deadline for the adoption of the ordinance.

The attached ordinance includes the following required provisions:

- 8.010 Title of Ordinance
- 8.020 Effective Date
- 8.030 Purpose of the Ordinance
- 8.040 Definitions
- 8.110 Requirements for Single-Family Premises
- 8.120 Requirements for Multi-Family Residential Dwellings
- 8.130 Requirements for Commercial Businesses
- 8.140 Waivers for Multi-Family Premises and Commercial Premises
- 8.150 Requirements for Commercial Edible Food Generators
- 8.160 Requirements for Food Recovery Organizations and Services
- 8.170 Requirements for Haulers and Facility Operators
- 8.180 Self-Hauler Requirements
- 8.210 Inspections and Investigations
- 8.310 Collection Rates and Collection Of Delinquent Fees And Charges
- 8.320 Franchise for Collection – Authorization
- 8.410 Regulations For Accumulation Of Solid Waste, Cast Offs, Rubble, And Refuse
- 8.420 Clearing Of Accumulated Solid Waste And Rubble
- 8.430 Storage And Placement Of Standard Containers For Pick-Up
- 8.440 Unlawful Collection
- 8.450 Condition of Collection Trucks
- 8.460 Exceptions
- 8.510 Enforcement

Fiscal Considerations

Public Resources Code Section 42652.5 authorizes local jurisdictions to collect reasonable and necessary fees to recover the costs of implementing SB 1383 regulations. Regarding fee adjustments, there are 3 different fee increases, or new fees, that may

need to be identified and approved for inclusion in the franchise hauler's rate structure, all of which the final amounts and scheduling for implementation are not known at this time as each is still being identified and finalized:

1. Garbage rates may need to be increased to add the cost of SB 1383 activities undertaken by the franchise hauler to comply with the regulation.
2. IWMA fee that is on the garbage bill as a separate line item (currently 2%, may need to increase for the IWMA costs associated with implementing SB 1383). The IWMA Board approved a 1.25% fee increase in June 2021, but due to subsequent actions taken by the SLO County Board of Supervisors regarding the IWMA JPA membership, that previous fee increase action is under review and is expected to change.
3. A District SB 1383 fee may need to be added to the franchise hauler agreement during negotiations for District staff time associated with SB 1383 implementation and compliance.

Once these fees are fully identified, there will be a Prop 218 process for any rate adjustments resulting from SB 1383 implementation.

Results

Adoption of Ordinance 21-01, and designation of IWMA to act as a delegate on behalf of the District for certain responsibilities will meet the requirements of SB 1383.

These items have been reviewed by District Counsel and recommended for Board approval and adoption.

Attachments: Draft Ordinance 21-01 Mandatory Solid Waste, Organic Waste, and Recycling Materials Ordinance
Letter of Designation – Senate Bill 1383 Compliance

File: Solid Waste_SB 1383

**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

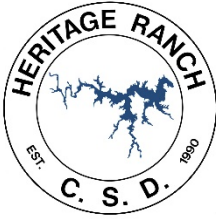
The District finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced waste disposal regulations, as provided for in this Ordinance will 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.



Heritage Ranch Community Services District

4870 Heritage Road, Paso Robles, CA 93446

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

www.heritageranchcsd.ca.gov

Letter of Designation – Senate Bill 1383 Compliance

December 16, 2021

On December 16, 2021 the Heritage Ranch Community Services District (District) Board of Directors adopted Ordinance 21-01, which implements the relevant provisions of Senate Bill 1383 (Public Resources Code section 42652-42654) and the corresponding regulations in Title 14 of the California Code of Regulations, Division 7, Chapter 12, and enables the District to delegate authority for the implementation of Senate Bill 1383 and Ordinance 21-01 requirements to the extent allowed by law.

I am the designated Signature Authority for the Heritage Ranch Community Services District. Accordingly, I hereby authorize the San Luis Obispo County Integrated Waste Management Authority (IWMA) to act as a delegate on behalf of the Heritage Ranch Community Services District for the responsibilities of compliance with Senate Bill 1383 and the corresponding regulations in Title 14 of the California Code of Regulations, Division 7, Chapter 12 to the extent allowed by law. These delegated responsibilities, include, but are not limited to:

- 1) Establishing, administering, implementing, educating, and/or operating all state mandated Senate Bill 1383 programs. Such programs include, but are not limited to organic waste management, education and outreach, monitoring, inspection, and record keeping programs.
- 2) Establishing, administering, and implementing the edible food recovery requirements of Senate Bill 1383 regulations. Such duties shall include but are not limited to assessment of existing capacity for edible food recovery, establishing a food recovery program, inspection of commercial generators for compliance, and education and outreach to all businesses, residents, commercial edible food generators, and any other entities or parties required by law.
- 3) Coordinating with CalRecycle and any other state or federal entities in assessing and ensuring compliance with the CalRecycle procurement and pollution reduction targets for each party.
- 4) Monitoring and education related to Ordinance 21-01 including but not limited to monitoring compliance through route reviews and evaluations, determining the applicability of waivers, and issuing educational notices where necessary and/or appropriate.
- 5) Reporting to CalRecycle on behalf of the Heritage Ranch Community Services District related to its compliance with SB 1383, consistent with the requirements prescribed by CalRecycle.

This designation will remain effective until rescinded by my authority, or my successor's authority.

Sincerely,

Scott B. Duffield
General Manager

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Scott Duffield, General Manager

DATE: December 16, 2021

SUBJECT: Request to accept and direct staff to file the Independent Auditor's Report and Financial Statements for the Year Ended June 30, 2021, prepared by Moss, Levy & Hartzheim LLP.

Recommendation

It is recommended that the Board of Directors accept and direct staff to file the Independent Auditor's Report and Financial Statements for the Year Ended June 30, 2021, (audit) prepared by Moss, Levy & Hartzheim LLP.

Background

Government Code Section 61118 requires that the Board of Directors shall provide for regular audits of the district's accounts and records and shall provide for the annual financial reports to the State Controller.

Discussion

The annual audit was performed by Adam Guise, Certified Public Accountant, with information provided from staff. Mr. Guise will present the audit and answer any questions from your Board.

Fiscal Considerations

The cost for preparation of the audit is included in the FY 2021/22 Budget.

Results

By providing for the annual financial reports to be filed with the State Controller, the District continues to provide municipal services in a fiscally responsible manner and in accordance with applicable law.

File: Audit FY2020/21

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Scott Duffield, General Manager

DATE: December 16, 2021

SUBJECT: Request to receive and file the Photovoltaic System Project final report.

Recommendation

It is recommended that the Board of Directors receive and file the Photovoltaic System Project final report.

Background

Your Board approved the Photovoltaic System Project (Project) at the January 16, 2020 meeting and selected Stockman's Energy, Inc. as the most qualified proposer. The Notice to Proceed was issued March 3, 2020.

Project Final Report

Project Scope

All work is complete.

Project Schedule

The original Contract Time for Substantial Completion was October 13, 2020 (224 Days). Due mostly to the time taken by PG&E, it was extended to August 31, 2021 (546 Days).

- January 16, 2020 – Board approved the Project
- March 3, 2020 – District issued the Notice to Proceed
- April 13, 2021 – PG&E Permission to Operate WWTP site
- August 23, 2021 – PG&E Permission to Operate WTP site
- October 18, 2021 – Final Completion of the Project

Project Budget

The original Project Budget was \$1,660,000. A detailed breakdown of the Project Budget as of November 1, 2021 is shown below.

Construction Contract	
Original Contract Price	\$ 1,225,535.38
Change Order 1	\$ (9,647.80)
Change Order 2	\$ 9,057.73
Final Contract Price	\$ 1,224,945.31
PG&E Direct Costs	
WWTP Site	\$ 23,262.55
WTP Site	\$ 40,221.66
	\$ 63,484.21
Administration	
	\$ 12,401.39
Engineering, Environmental, & Consulting	
	\$ 96,639.56
Funding Cost of Issuance	
	\$ 54,913.21
TOTAL FINAL PROJECT COST (preliminary)	\$ 1,452,383.68

Post Construction

Both sites are operating at or above as expected. Attached is a status report from our consultant Kenwood Energy.

Staff anticipates entering into a maintenance agreement with Stockman's or similar company for ongoing electrical maintenance and module cleaning services.

Both sites have been added to our insurance coverage.

Attachments

Solar System Performance Summary October 2021

File: Projects_PVS

Memo

To: Scott Duffield
CC:
From: Tim Holmes
Date: Nov 4, 2021
Subject: Solar System Performance Summary
October 2021

This report evaluates the performance of Heritage Ranch Community Service District's PV systems. Table 1 compares the most recent month's actual energy (kWh) output to the design kWh output for the same month.

October - Table 1

	Design kWh	Actual kWh	Design \$ Saved	Calculated \$ Saved	% of Projection
WWTP	16,830	20,619	\$3,365	\$4,123	122.5%
WTP	39,765	45,047	\$9,120	\$10,331	113.3%
Total	56,596	65,666	\$12,485	\$14,454	116.0%

Items of Note from Table 1 include:

- Solar irradiance was 115% for the month.
- Panels were cleaned at the end of Aug.

Table 2 provides the cumulative results for the past 12 months.

Table 2

	Design kWh	Actual kWh	Design \$ Saved	Calculated \$ Saved	% of Projection
WWTP	162,500	167,240	\$36,527	\$37,186	102.9%
WTP	165,580	118,204	\$41,403	\$29,071	71.4%
Total	328,080	285,444	\$77,930	\$66,256	87.0%

Items of Note from Table 2 include:

- The first two months of data for the WTP is low because the first month was a partial month and the second month had 1/5th of the system down due to a breaker that needed replacement. The breaker has been repaired, but the low output will linger.
- Output to date is in line with expectations considering the breaker issue at the WTP.

Equipment Overview

	WWTP	WTP
kW DC	162.4	385.6
Annual kWh Projected	253,972	651,127
Panel	Q Cells Q.Peak Duo I-G5.2	Q Cells Q.Peak Duo I-G5.2
# of Panels	408	964
Inverter	SMA Tripower Core 50-US-41	SMA Tripower Core 62-US-41
# of Inverters	3	6
Commissioned Date	May 1, 2021	TBD

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

Manager Report For the Month of December 2021

In addition to normal operations and administrative duties, below are updates for several areas of work:

Administration

- Nothing significant to report

Operations

- Prepared and submitted the Water Treatment Plant Monthly Report.
- Submitted the Wastewater Treatment Plant Self-Monitoring Report.
- Prepared and submitted the Disinfection Byproduct Monthly Report.
- Staff met with a local engineering firm regarding opportunities to provide SCADA services.
- Additional updates regarding operations can be found in the Operations Report and the District Engineer Report.

Solid Waste

- The Manager attended the IWMA Board meeting.
- The Manager completed and submitted a Low Population Waiver Application to CalRecycle for certain SB 1383 requirements.
- See also separate agenda item.

Reservoir Status

- As reported by Monterey County Water Resources Agency (MCWRA), as of December 6, 2021, the reservoir was at approximately 699.1 feet in elevation, 9% of capacity, or 34,345-acre feet of storage. MCWRA water releases were shown as 67 cfs.

Public Relations and Community

- Nothing significant to report.

Human Resources

- Currently recruiting for one Treatment Operator I/II/III.

Board Member & Staff Information and Learning Opportunities

- Nothing significant to report.

* * *

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

District Engineer Report For the Month of December 2021

In addition to normal engineering and administrative duties, below are updates for several areas of work:

Administration

- Working with Wallace Group for transmittal of project files from the duration of their services for HRCSD. Received a large amount of files on 12/8/21. Engineering staff is currently reviewing the files as time allows, working backward from the most recent projects.

Operations Support

- Staff met with another local firm regarding opportunities to provide SCADA services.
- Preparing to monitor flows from LS 2, 3 and 10 as well as effluent pumps for WRF project and effluent meter verification/calibration.
- 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: The contractor has provided notice that they have completed punch list items. Final review by Wallace Group and District Engineer scheduled for 12/12. Update from District Engineer re: review and SCADA integration.
- Lift Station 1-5 rehabilitation design phase: Development of contract documents by the District Engineer is on hold.
- PVS: Presentation by GM Duffield under separate item.
- Water and Wastewater Rate Study: Not commenced.
- Rebuild Treated Water Pumps at PS 3 & 4: Not commenced.
- Pump Station Covers: Not commenced.

- Vehicle / Equipment replacement: The Vac Trailer has been delivered and is now in service. The Service Truck and Body have been ordered.
- Water Treatment Plant Filters Renovation: Staff is in the process of procuring materials to renovate one filter. The other three filters will be completed in phases and be based on lessons learned from experience with the first filter.
- Water Resource Reclamation Facility Upgrade: Staff and WSC are working on the initial design phase tasks. Engineering/Operations Staff is working to verify current influent and effluent flows using external flow meters. Loads to be assessed via additional sampling per the request of WSC. Sampling to be performed by Operations Staff.

Development Review

- Nothing significant to report.

* * *

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

Operations Report For the Month of December 2021

In addition to normal operations duties, below are other tasks / updates for several areas of work:

Water treatment

- Staff is beginning to install valves associated with the water filter renovation project. Staff has installed freeze protection bags on all sensitive equipment.

Water distribution

- One distribution leak on Moccasin to report.

Wastewater collection

- PG&E has completed the electricity quality evaluation at lift station #3 and found no significant anomalies that would have attributed to the voltage imbalance incidents that we experienced in July and September.

Wastewater treatment

- Staffed is working to develop a short term detailed effluent sampling plan as part of the MBR design process.

Vehicles and equipment

- All vehicles have passed smog for the current cycles and the annual reporting transmittal (Government Fleet Smog Check Program) has been submitted.

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Scott Duffield, General Manager

DATE: December 16, 2021

SUBJECT: Request to elect a Board President and Vice President for 2022.

Recommendation

It is recommended that the Board of Directors:

1. Nominate and elect a Director to the position of Board President for 2022; and
2. Nominate and elect a Vice President for 2022.

Background

District Code of Ordinance states:

2.110 – Officer Election and Term of Officer

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 December meeting.

Discussion

The above Code reflects your Board's desire to have one-year terms for all Board Officers during their four-year term in office with a customary arrangement during the nomination period that provides for any serving Board member to be offered the president position based on seniority. Thus, the Board will normally rotate the presidency and vice presidency amongst the Directors. The rotation policy is not a written policy but has been only a customary practice.

Traditionally the next senior Board member has been offered the office of Vice President before their turn as President.

The District's current Board officers and projected 2022 officers pursuant to the rotation policy are shown in Attachment A.

Attachments: Attachment A – Board of Directors and Officers

File: BOD

**Heritage Ranch Community Services District
Board of Directors and Officers**

Officers	2013	2014	2015	2016	2017
President	Bill Barker	Bill Barker	Tony Foti	Dan Burgess	Reg Cousineau
VP	Ralph Allison	Tony Foti	Dan Burgess	Reg Cousineau	Martin Rowley
					Bill Barker
					Dan Burgess
					Devin Capps
Officers	2018	2019	2020	2021	2022
President	Martin Rowley	Bill Barker	Dan Burgess	Devin Capps	Reg Cousineau
VP	Bill Barker	Dan Burgess	Devin Capps	Reg Cousineau	Martin Rowley
	Dan Burgess	Devin Capps	Reg Cousineau	Martin Rowley	Bill Barker
	Devin Capps	Reg Cousineau	Martin Rowley	Bill Barker	Dan Burgess
	Reg Cousineau	Martin Rowley	Bill Barker	Dan Burgess	Devin Capps