



# Agenda

## San Miguel Community Services District

### BOARD OF DIRECTORS

John Green, President  
Anthony Kalvans, Director

Ashley Sangster, Vice-President  
Hector Palafox, Director

Joseph Parent, Director

**THURSDAY, AUGUST 22<sup>nd</sup>, 2019**  
**6:30 P.M. Closed Session 7:00 P.M. Opened Session**  
**BOARD OF DIRECTORS REGULAR MEETING AGENDA**

**SMCSD Boardroom**  
**1150 Mission St.**  
**San Miguel, CA 93451**

**Cell Phones:** As a courtesy to others, please silence your cell phone or pager during the meeting and engage in conversations outside the Boardroom.

**Americans with Disabilities Act:** If you need special assistance to participate in this meeting, please contact the CSD Clerk at (805) 467-3388. Notification 48 hours in advance will enable the CSD to make reasonable arrangements to ensure accessibility to this meeting. Assisted listening devices are available for the hearing impaired.

**Public Comment:** Please complete a "Request to Speak" form located at the podium in the boardroom in order to address the Board of Directors on any agenda item. Comments are limited to three minutes, unless you have registered your organization with CSD Clerk prior to the meeting. If you wish to speak on an item not on the agenda, you may do so under "Oral Communications." Any member of the public may address the Board of Directors on items on the Consent Calendar. Please complete a "Request to Speak" form as noted above and mark which item number you wish to address.

**Meeting Schedule:** Regular Board of Director meetings are generally held in the SMCSD Boardroom on the fourth Thursday of each month at 7:00 P.M. Agendas are also posted at: [www.sanmiguelcsd.org](http://www.sanmiguelcsd.org)

**Agendas:** Agenda packets are available for public inspection 72 hours prior to the scheduled meeting at the Counter/ San Miguel CSD office located at 1150 Mission St., San Miguel, during normal business hours. Any agenda-related writings or documents provided to a majority of the Board of Directors after distribution of the agenda packet are available for public inspection at the same time at the counter/ San Miguel CSD office at 1150 Mission St., San Miguel, during normal business hours.

- I. Call to Order: 6:30 PM**  
**II. Pledge of Allegiance:**  
**III. Roll Call: Green\_\_\_ Parent\_\_\_ Palafox\_\_\_ Kalvans\_\_\_ Sangster\_\_\_**  
**IV. Approval of Regular Meeting Agenda:**

M\_\_\_\_\_ S\_\_\_\_\_ V\_\_\_\_\_

- V. ADJOURN TO CLOSED SESSION:** Public Comment for items on closed session agenda  
**Time:**\_\_\_\_\_

**A. CLOSED SESSION AGENDA:**

- 1. CONFERENCE WITH DISTRICT GENERAL COUNSEL – Existing Litigation** Pursuant to Government Code Section 54956.9 (d)(1) Case: *Steinbeck v. City of Paso Robles, Santa Clara County Superior Court Case No. 1-14-CV-265039* and Case: *Eidemiller v. City of Paso Robles, Santa Clara County Superior Court Case No. 1-14-CV-269212*
- 2. CONFERENCE WITH LABOR NEGOTIATORS** (Pursuant to Government Code Section 54954.5(f) and Government Code Section 54957.6)  
 Unrepresented Bargaining Units: Non-Management Non-Confidential Unit and Non-Management Confidential Unit
- 3. CONFERENCE WITH DISTRICT GENERAL COUNSEL-ANTICIPATED LITIGATION**  
 Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

- VI. Call to Order for Regular Board Meeting/Report out of Closed Session 7:00 PM**  
**Time:**\_\_\_\_\_

1. Report out of closed session by District General Counsel Seikaly

**VII. Public Comment and Communications for items not on the Agenda:**

Persons wishing to speak on a matter not on the agenda may be heard at this time; however, no action will be taken until placed on a future agenda. Speakers are limited to three minutes. Please complete a "Request to Speak" form and place in basket provided.

**VIII. Special Presentations/Public Hearings/Other:**

- 1. Public Hearing** to consider approving an Ordinance 03-2019 of the San Miguel Community Services District board of directors adopting the San Miguel Community Service District ("District") Sewer Code.

**IX. Staff & Committee Reports – Receive & File:**

**Non-District Reports:**

- |    |   |           |
|----|---|-----------|
| 1. | San Luis Obispo County Sheriff (Commander K. Scott)   | No Report |
| 2. | San Luis Obispo County Board of Supervisors           | No Report |
| 3. | San Luis Obispo County Planning and/or Public Works   | No Report |
| 4. | San Miguel Area Advisory Council                      | No Report |
| 5. | Camp Roberts—Army National Guard (LTC Robert Horvath) | Verbal    |

**District Staff & Committee Reports:**

- |     |                          |                  |                 |
|-----|--------------------------|------------------|-----------------|
| 6.  | Interim General Manager  | (Mr. Roberson)   | Verbal          |
| 7.  | District General Counsel | (Mr. White)      | Verbal          |
| 8.  | District Engineer        | (Dr. Reely)      | Report Attached |
| 9.  | Director of Utilities    | (Mr. Dodds)      | Report Attached |
| 10. | Fire Chief               | (Chief Roberson) | Report Attached |

**X. CONSENT CALENDAR:**

The items listed below are scheduled for consideration as a group and one vote. Any Director or a member of the public may request an item be withdrawn from the Consent Agenda to discuss or to change the recommended course of action. Unless an item is pulled for separate consideration by the Board, the following items are recommended for approval without further discussion.

**1. Review and Approve Board Meeting Minutes**

- a) 7-25-2019 Regular Board Meeting
- b) 8-01-2019 Special Board Meeting

**XI. BOARD ACTION ITEMS:**

**1. Review, Discuss, Receive and File the Enumeration of Financial Report for July 2019 (Freeman)**

- A. Claims Detail Report
- B. Statement of Revenue Budget vs Actuals
- C. Rev Budget vs Actual Summary
- D. Statement of Expenditures Budget vs Actual
- E. Cash Report

**Public Comments:** (Hear public comments prior to Board Action)

M\_\_\_\_\_ S\_\_\_\_\_ V\_\_\_\_\_

**2. Approve Resolution 2019-29 authorizing an Interfund Loan of \$200,000 from Lighting (Fund 30) to Water (Fund 50) to correct a negative balance in Water (Fund 50) and authorizing the Interim General Manager to execute a promissory note on behalf of the District.**

**Recommendation:** Discuss and Approve Resolution 2019-29

**Public Comments:** (Hear public comments prior to Board Action)

M\_\_\_\_\_ S\_\_\_\_\_ V\_\_\_\_\_

3. **Discuss and approve ORDINANCE 03-2019 of the San Miguel Community Services District Board of Directors adopting the San Miguel Community Service District (“District”) Wastewater Code (Dodds)**

**Recommendation:** Approve Ordinance 03-2019 adopting a Wastewater Code for the San Miguel Community Service District Code

**Public Comments:** (Hear public comments prior to Board Action VIII-1)

M\_\_\_\_\_ S\_\_\_\_\_ V\_\_\_\_\_

4. **Continue discussion on assuming landscaping obligations as part of the lighting department as well as current and planned projects in the lighting department. (Dodds)**

**Recommendation:** Discuss and provide direction

**Public Comments:** (Hear public comments prior to Board Action)

5. **Discuss and Approve Resolution 2019-30 approving amendments to the Memorandum of Understanding (MOU) between San Miguel C.S.D and SDRMA.**

**Recommendation:** Approve Resolution 2019-30 approving amendments to MOU between SMCS D & SDRMA in order to participate in their Health Benefits Program for vision and dental.

**Public Comments:** (Hear public comments)

M\_\_\_\_\_ S\_\_\_\_\_ V\_\_\_\_\_

6. **Discuss options regarding office space for the administrative offices of the San Miguel CSD (Dodds)**

**Recommendation:** Provide comments to staff

**Public Comments:** (Hear public comments prior to Board Action)

7. **Discussion on status of Machado Wastewater Treatment Facility expansion and aeration upgrade project (Dodds)**

**Recommendation:** Discuss the status and next steps of the Machado Wastewater Treatment Facility expansion and aeration upgrade projects.

**Public Comments:** (Hear public comments)

8. **Review and approve a Memorandum of Agreement (MOA) between the San Miguel Community Services District and Wilson Creek Communication for use of District property to install a repeater tower for wireless internet (Dodds)**

**Recommendation:** Review and approve a MOA between the District and Wilson Creek Communication.

**Public Comments:** (Hear public comments prior to Board Action)

M \_\_\_\_\_ S \_\_\_\_\_ V \_\_\_\_\_

**XII. BOARD COMMENT:**

This section is intended as an opportunity for Board members to make brief announcements, request information from staff request future agenda item(s) and/or report on their own activities related to District business. No action is to be taken until an item is placed on a future agenda.

**XIII. ADJOURNMENT TO NEXT REGULAR MEETING OF 09-26-2019**

ATTEST:

STATE OF CALIFORNIA            )  
 COUNTY OF SAN LUIS OBISPO   ) ss.  
 COMMUNITY OF SAN MIGUEL    )

I, Tamara Parent, Board Clerk/Accounts Manager of San Miguel Community Services District, hereby certify that I caused the posting of this agenda at the SMCS D office on August 16, 2019

Date: August 16, 2019

Rob Roberson Rob Roberson, Fire Chief/Interim General Manager Approved 8-14-2019

John Green President Green, SMCS D Approved 8-12-2019

Tamara Parent Board Clerk/ Accounts Manager



## San Miguel Community Services District

### Board of Directors Staff Report

July 25<sup>th</sup> 2019

**AGENDA ITEM: VIII-1**

**SUBJECT:** Second reading of Ordinance 03-2019, an ordinance of the San Miguel Community Services District (“District”) establishing a District Wastewater Code.

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**RECOMMENDATION:**

Second reading of Ordinance 03-2019, establishing a District Wastewater Code.

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**DISCUSSION:**

Since the formation of the San Miguel Community Services District (“District”) in 2001 the District has not had a comprehensive wastewater code, establishing procedures and practices for managing the District’s wastewater treatment system. Ordinance 03-2019 adopts a wastewater code to govern the District’s operations related to wastewater treatment. The wastewater code will provide clarity for District customers and staff by outlining the procedures and practices regarding wastewater treatment services within the District. Additionally, the wastewater code will enable the District to comply with the administrative provisions of the clean water regulations, water quality requirements set by the Regional Water Quality Control Board and the applicable effluent limitations, national standards of performance, pretreatment effluent standards, and any other discharge criteria that are required or authorized by state and federal law.

Beyond the clarity for District customers and staff, and compliance with state and federal law, adoption of the wastewater code through Ordinance 03-2019 will enable the District to more effectively administer the use of the District’s wastewater treatment system and enforce requirements for construction of public sewers. Currently, the District relies on Best Management Practices (“BMPs”) to enforce the requirements for operating the District’s wastewater treatment system. The wastewater code proposed for adoption under Ordinance 03-2019 will codify the BMPs and establish other procedures, allowing the District to require specific design for construction of all sewers and appurtenances. It will also allow the District to regulate what can be discharged into the sewer system. This will allow the District to protect the health of District customers, the public generally, and the District as a whole.

The proposed sewer code addresses several topics in the District’s sewer system, including: (1) the regulation of sewer use in the district; (2) the construction of public sewers; (3) the discharge of waste into the District’s sewer system; (4) the District’s ability to provide new developments

sewer service through the will serve commitment process; (5) District fees and charges related to the sewer system; and (6) provides the mechanisms to enforce the provisions of the sewer code. Uniting these topics into a single code as proposed under Ordinance 03-2019 will allow for a single reference for the District, increasing the operational efficiency of District staff. This operational efficiency will result in better customer service and in clear procedures for District staff into the future.

**FISCAL IMPACT:**

There is no cost to review this Ordinance, aside from Staff and the Attorneys time.

**PREPARED BY:**

Kelly Dodds, Director of Utilities

**Attachments:**

San Miguel Community Services District Wastewater Code

Public Hearing Notice published- Paso Robles Press

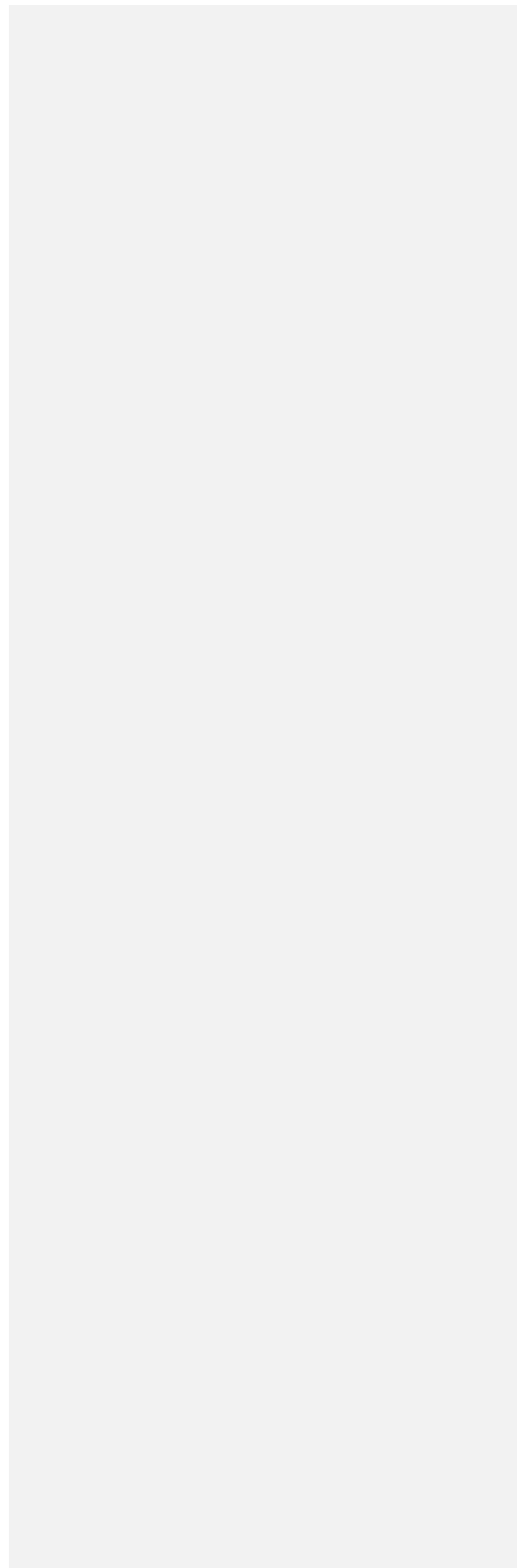
Ordinance No. 03-2019 – An ordinance of the San Miguel Community Services District adopting a sewer code.



# San Miguel Community Services District Wastewater Code

Adopted per Ordinance 03-2019  
*Updated July 2019*

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## SECTION 1: GENERAL PROVISIONS.

- 1.1. Title
- 1.2. Authority
- 1.3. Purpose and Policy
- 1.4. Definitions
- 1.5. Abbreviations
- 1.6. General Regulations Applicable to All Users
- 1.7. District Access onto Private Property
- 1.8. Enforcement of this Code

## SECTION 2: REGULATION OF SEWER USE

- 2.1. Use of Public Sewers Required.
- 2.2. Private Sewage Disposal

## SECTION 3: CONSTRUCTION OF PUBLIC SEWERS

- 3.1. General Provisions
- 3.2. Sewer Permits
- 3.3. Outside Sewer Connection Permit
- 3.4. Financial Responsibility for Construction of Sewer Line
- 3.5. Size of New Facilities
- 3.6. District's Option to Construct Facilities
- 3.7. Dedication Requirements

## SECTION 4: INSPECTION

- 4.1. Inspection Required
- 4.2. Notification When Ready for Inspection
- 4.3. Reinspection Fee
- 4.4. Work Shall Be Uncovered and Convenient
- 4.5. Correction of Defective Work
- 4.6. Materials and Construction to Meet Standard Specifications
- 4.7. Certificate of Final Inspection

## SECTION 5: [RESERVED]

## SECTION 6: DISCHARGE OF WASTE TO PUBLIC SEWERS

- 6.1. Application, Purpose, and Scope
- 6.2. General Discharge Prohibitions
- 6.3. Violation of Discharge Limitation
- 6.4. Federal Categorical Pretreatment Standards
- 6.5. State Requirements

- 6.6. Specific Discharge Limitations
- 6.7. District's Right of Revision
- 6.8. Excessive Discharge
- 6.9. Hauled Waste
- 6.10. Wastewater Dischargers
  - 6.10.1. Transferability of Wastewater Discharge Permit
- 6.11. Pretreatment
  - 6.11.1 Grease Oil, and Sand Inceptors
- 6.12. Inspection, Sampling and Reporting Requirements for the Permittee
- 6.13. Inspection to Ensure Compliance
  - 6.13.1 Pollutant Analyses
  - 6.13.2 Industrial User Monitoring Facilities
- 6.14. Confidential Information
- 6.15. Enforcement
  - 6.15.1 Administering, Implementing and Enforcing the Provisions of Chapter 6
  - 6.15.2 Suspension of Wastewater Treatment Service
  - 6.15.3 Revocation of Wastewater Discharge Permit
  - 6.15.4 Enforcement Mechanisms for Industrial Users
- 6.16. Accidental Discharges

SECTION 7: [RESERVED]

#### SECTION 8: SEWER AVAILABILITY & WILL SERVE COMMITMENTS

- 8.1. No Service Outside District Boundaries
- 8.2. Sewer Availability Letter
- 8.3. Application for a Will Serve Commitment
  - 8.3.1 Information Required of the Applicant
  - 8.3.2 Determination of Sewer Availability
  - 8.3.3 Deposits
  - 8.3.4 Issuance of Will Serve Commitment
  - 8.3.5 Public Interest Variance Applicant Dedication of Additional Sewage Treatment Capacity
  - 8.3.6 Public Interest Variance, Service to Public Agencies
  - 8.3.7 Highest Priority Sewer Service for Low Income Housing
  - 8.3.8 Will Serve Commitments and Applications for Sewer Service for Guesthouses and Secondary Dwellings
  - 8.3.9 Refunds of Hook Up Fees
  - 8.3.10 Request for More Units of Use
  - 8.3.11 Non-Transferability of Will Serve Commitments
- 8.4. Applications for Sewer Service
  - 8.4.1 Information Required
  - 8.4.2 Service to Premises for Which Hook-Up Fees Have Already Been Paid

- 8.4.3 Service to Premises for Which a Will Serve Commitment is Not Outstanding and Effective
- 8.4.4 Refunds
- 8.4.5 Property Owner's Liability
- 8.4.6 Individual Liability for Joint Service
- 8.4.7 Change in Applicant's Equipment
- 8.4.8 Sewer Service Only When No Water Supply and/or Facility Capacity Available
- 8.4.9 Unauthorized Use of Sewer Permits
- 8.5. Sewer Allocation System
  - 8.5.1 Introduction
  - 8.5.2 Sewer Service Waiting List for Applicants Who Require District Sewer Service
  - 8.5.3 Allocation of Sewer Capacity
  - 8.5.4 Allocation of Units of Use When a Lot Split Occurs and Payment of Increased Hook-Up Fees Related Thereto

## SECTION 9: FEES AND CHARGES

- 9.1. Purpose of Sewer Connection and Hook-up Fees and Charges
  - 9.1.1 Sewer Connection Fees
  - 9.1.2 Residential Sewer Hook-up Fees
  - 9.1.3 Commercial, Industrial and Other Similar Sewer Hook-up Fees
- 9.2. Application Fees
- 9.3. Wastewater Contribution Fees
  - 9.3.1 Applicable Charges and Fees
- 9.4. Sewer Service Charges
- 9.5. Returned Check Charge
- 9.6. Administrative and Inspection Fees

## SECTION 10: ENFORCEMENT OF SEWER FEES & DISCONTINUATION OF SEWER SERVICE

- 10.1. Collection and Enforcement of Sewer Service Rates and Charges
- 10.2. Established as a Means of Enforcement
- 10.3. Property Owner Responsibility and Basis of Billing
- 10.4. Penalties
- 10.5. Judicial Relief and Attorney's Fees
- 10.6. Lien
- 10.7. Discontinuance of Service
  - 10.7.1 Service Related Reasons for Discontinuance of Service
  - 10.7.2 Discontinuance of Residential Service for Nonpayment
  - 10.7.3 Discontinuance of Residential Service to Customers on Master Meters
  - 10.7.4 Discontinuance of Service Other than a Discontinuance of Residential Service for Nonpayment

- 10.7.5 No Discontinuance of Service on Weekends, Holidays or After Hours
- 10.8. Amortization of Delinquent Bill for Residential Service
- 10.9. Authority to Settle Controversies Relating to Discontinuance of Service
- 10.10. Procedure on Appeal to Board
- 10.11. Reconnection
- 10.12. Unsafe Apparatus
- 10.13. Fraud or Abuse
- 10.14. Collection of Delinquent Charges with Taxes
- 10.15. Public Nuisance
- 10.16. Enforcement Remedies Cumulative

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## SAN MIGUEL COMMUNITY SERVICES DISTRICT SEWER CODE

### SECTION 1: GENERAL PROVISIONS

#### 1.1 Title.

This document shall be known as the "San Miguel Community Services District Wastewater Code" and may be cited as such.

#### 1.2 Authority.

The San Miguel Community Services District ("District") was formed in 2001, in part, for the purpose of providing sanitary sewer services to residents of the District. The District is organized pursuant to the California Community Services District Law, Title 6, Division 3 of the California Government Code, commencing with section 61000. The District is responsible for planning, constructing, and operating its sewer system, the use of which it intends to regulate by the San Miguel Community Services District Wastewater Code ("Code").

#### 1.3 Purpose and Policy.

- (a) The wastewater discharge standards and regulations in these provisions set uniform requirements for discharges of domestic and industrial waste in the District sewer system to enable the District to comply with the administrative provisions of the clean water regulations, water quality requirements set by the Regional Water Quality Control Board and the applicable effluent limitations, national standards of performance, pretreatment effluent standards, and any other discharge criteria that are required or authorized by state and federal law, and to derive the maximum public benefit by regulating the quality and quantity of wastewater discharged into those systems.
- (b) Except as otherwise provided, the District General Manager shall administer, implement, and enforce the provisions of this Code. The General Manager is hereby authorized to establish any rules and regulations necessary for the enforcement of this Code and may delegate and appoint employees of the District to act on his or her behalf.
- (c) If any provision of this Code or the application thereof to any person or circumstance is held invalid, the remainder of the Code or application of such provision to other persons or circumstances shall not be affected.
- (d) Any provision in this Code that conflicts with any California state and/or federal law and/or regulation shall be automatically superseded by the provisions in said law and/or regulation until such time as this Code can be revised.

#### 1.4 Definitions.

Unless the context specifically indicates otherwise, the following terms and phrases, as used in this Code, shall have the meanings hereinafter designated:

- (a) “Act or the Act” means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq.
- (b) “Agent” means the person, firm, corporation, partnership or other entity duly authorized by the applicant to act for the applicant.
- (c) “Applicant” means the person, firm, corporation, partnership, public entity, or other entity applying to receive a commitment of sewer service or applying to receive sewer service for property owned by the applicant or applying for any permit under this Code.
- (d) “Authorized Representative of User or Applicant” means an authorized representative of a User or Applicant may be: (1) a president, secretary, treasurer or vice-president of the corporation in charge of a principal business function; (2) a general partner or proprietor if the User or applicant is a partnership or sole proprietorship, respectively; and (3) a duly authorized representative of the individual designated above if the authorization is made in writing, the authorization specifies either an individual or position having responsibility for the overall operation of the facility from which discharge originates, such as the position of plant manager or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the District.
- (e) “Available Sewage Treatment Capacity” means available sewage treatment capacity which is or becomes available to serve new or additional sewer service connections over and above that capacity required to serve Users of existing sewer service and development for which will serve commitment letters have been issued.
- (f) “Beneficial Uses” means uses of the waters of the State that may be protected against quality degradation including, but not limited to, domestic, municipal, agricultural and industrial supply, power generation, recreation, navigation and the preservation and enhancement of fish, wildlife and other aquatic resources or reserves and other uses, both tangible or intangible, as specified by Federal or State law.
- (g) “Best Management Practices or BMPs” means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in 40 C.F.R., 403.5(a)(1) and (b). BMPs also include treatment

requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

- (h) “Biochemical Oxygen Demand (BOD)” means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five days at 20 degrees centigrade expressed in terms of weight and concentration (milligrams per liter (mg/l)).
- (i) “Board” means the Board of Directors of the San Miguel Community Services District.
- (j) “Building” means any structure used for human habitation or a place of business, recreation or other purpose containing sanitary facilities.
- (k) “Building Sewer” means that portion of any sewer beginning at the plumbing or drainage outlet of any building or facility and running to the property line, or to a public right of way or easement.
- (l) “Clean Out” means a capped pipe that provides access to a sewer line, which is required to clean out and/or remove blockages and obstructions.
- (m) “Code” means the San Miguel Community Services District Wastewater Code.
- (n) “Commercial User” means contributors to the District’s sewer system from any buildings used for conducting private or public wholesale or retail transactions involving the exchange of services, commodities or financial business. Such facilities normally produce domestic wastes, but waste streams from commercial facilities also may contain some industrial wastes.
- (o) “Composite Sample” means the sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time.
- (p) “Connector” means any owner or renter of any premises that connects to or proposes to connect to the District sewer system.
- (q) “Construction Purposes” means purposes that are limited to building construction, dust control, and irrigation for erosion control (including re-vegetation).
- (r) “Contractor” means any individual firm, corporation, partnership or association duly licensed by the California Contractor State License Board to perform the type of work to be done under the permit.

- (s) "Cooling Water" means water discharged from any use such as air conditioning, cooling or refrigeration which does not come into direct contact with any raw material, intermediate product, waste product, or finished product. The only pollutant added to cooling water is heat.
- (t) "County" means the County of San Luis Obispo, California.
- (u) "Developer" means any person who installs or causes to be installed one or more structures which will become or be connected to the District's public sewer system.
- (v) "Development Plan" has the same meaning as that term is used within San Luis Obispo County's land use ordinance, which is found at Title 22 of the County Code.
- (w) "District" means the San Miguel Community Services District.
- (x) "District Board" means the Board of Directors of the District.
- (y) "District Engineer" means the Engineer appointed by and acting for the District Board, whom shall be a Registered Civil Engineer.
- (z) "District Standard Specifications and Drawings" means design and construction standards applicable to all construction within the District, which were heretofore or are hereafter adopted by the District. Copies of District Standard Specifications and Drawings are on file in the District office.
- (aa) "Domestic Wastes" means liquid wastes: (a) from the non-commercial preparation, cooking and handling of food; or (b) containing solely human excrement and similar matter, which are introduced to the District's sewer system from the sanitary conveniences of dwellings, commercial buildings, industrial facilities and institutions.
- (bb) "Environmental Protection Agency, or EPA" means the U.S. Environmental Protection Agency or, where appropriate, the term also may be used as a designation for the Administrator or other duly authorized official of said Agency.
- (cc) "Existing Source or Existing User" is related to when the construction of an Industrial or Significant User's facility was commenced. An Existing User or Existing Source is any Industrial or Significant User, the construction or operation of whose facility commenced prior to the publication by EPA of proposed categorical pretreatment standards, which would be applicable to such source if and when the standard is thereafter promulgated in accordance with Section 307 of the Act.



- (dd) “Final Map” means a final map or parcel map which is recorded for a subdivision pursuant to California Government Code sections 66464, et.seq.
- (ee) “General Manager” means the manager employed by the District acting under the direction of the District Board.
- (ff) “Guesthouse” has the same meaning as such word is used in section 22.80.030 of Title 22 of the San Luis Obispo County Code, as such may be amended from time to time.
- (gg) “Holding Tank Waste” means any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks and vacuum-pump tank trucks.
- (hh) “Indirect Discharge or Discharge” means the introduction of pollutants into the POTW from any non-domestic source regulated under Section 307(b), (c), or (d) of the Act. The discharge into the POTW is normally by means of pipes, conduits, pumping stations, force mains, constructed drainage ditches, surface water intercepting ditches, and all constructed devices and appliances appurtenant thereto. The discharge is indirect because it is to the POTW, which in turn discharges pollutants under the terms of its Waste Discharge Requirements (“WDR”) with the Regional Water Quality Control Board.
- (ii) “Industrial User” means any nondomestic source of indirect discharge including, but not limited to, industrial establishment or buildings that discharge, in addition to domestic wastes, wastewater containing any of the constituents referenced in section 6.6 of this Code.
- (jj) "Industrial wastewater" means the liquid waste resulting from the process employed in industrial, manufacturing, trade or business establishments, as distinct from domestic wastes. This includes wastewater from a source other than an industrial plant or facility which introduces toxic pollutants as defined in 40 CFR 122.2, into publicly owned treatment works, including, without limitation: medical offices; dental offices; hospitals; schools; restaurants; research, education and commercial laboratories; warehouses; shopping centers; beauty salons; spa treatment salons; car washes; print stores; residential, commercial and public users of pesticides and fertilizers; gas stations; and sewage collection and disposal.
- (kk) “Infectious Waste” means waste which contains pathogenic organisms that can invade the tissues of the body and cause disease.
- (ll) “Installer” means any person who installs sewer mains or lateral sewers within the District service area for connection to the District sewer system.

- (mm) “Interference” means the inhibition or disruption of the POTW treatment processes or operations which contribute to a violation of any requirements of this Code, any other District ordinance, rule or regulation or of the waste discharge requirements imposed upon the District by the Regional Water Quality Control Board.
- (nn) “Lateral Sewer” means the portion of sewer lying within a public right of way or easement connecting a building sewer to the District's sewer system.
- (oo) “Lot” means any piece or parcel of land bounded, defined, or shown upon a final map or deed recorded or filed in the Office of the County Recorder of San Luis Obispo County; provided, however, that in the event any building or structure covers more area than a lot as defined above, the term "lot" shall include all such pieces or parcels of land upon which said building or structure is wholly or partly located, together with the yards, courts or other unoccupied spaces legally required for the building or structure.
- (pp) “Medical Waste” means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.
- (qq) “National Categorical Pretreatment Standard, Categorical Standard, or Pretreatment Standard” means any regulation containing pollutant discharge limits promulgated by the EPA in accordance with section 307(b) and (c) of the Act, which applies to Industrial Users. This term includes prohibitive discharge limits established pursuant to section 40 C.F.R section 403.5.
- (rr) “New Source” is related to when the construction of an Industrial or Significant User's facility was commenced. The term "New Source" refers to any building, structure, facility or installation of an Industrial or Significant User from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under section 307(c) of the Act which will be applicable to such source, if such Standards are thereafter promulgated in accordance with that section, provided that: (i) the building, structure, facility or installation is constructed at a site at which no other source is located; or (ii) the building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or (iii) the production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered. Construction of a new source as defined under this paragraph has commenced if the owner or operator has: (a) begun, or caused to begin as part of a

continuous on-site construction program (i) any placement, assembly, or installation of facilities or equipment; or (ii) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or (b) entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

- (ss) “Pass Through” means any discharge which exits the POTW into water of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirements of this Code, any other District ordinance, rule or regulation or of the waste discharge requirements imposed upon the District by a Regional Water Quality Control Board, the EPA and/or any other local, state and/or federal law, regulation or agency.
- (tt) “Pathogenic Organisms” means bacteria and viruses which cause disease, and which may be contained in specimens.
- (uu) “Permittee” means the person to whom a permit has been issued pursuant to the provisions of this Code.
- (vv) “Person” means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine and the singular shall include the plural where indicated by the context. A Person may or may not be an Industrial or Significant user.
- (ww) “pH.” means the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution.
- (xx) “Plot Plan” has the same meaning as that term is used within the San Luis Obispo County's Costal Zone Land Use ordinance, which is found at Title 23 of the County Code
- (yy) “Plumbing System” means all plumbing fixtures and traps, or soil, waste, special waste and vent pipes, and all sanitary sewer pipes within a building and extending to the lateral sewer connection three feet outside the building wall.
- (zz) “Pollutant” includes but is not limited to any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes,

biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, agricultural and industrial wastes, and the characteristics of the wastewater (i.e., pH, temperature, TSS, turbidity, color, BOD, Chemical Oxygen Demand (“COD”), toxicity, or odor) discharged into water.

- (aaa) “Pollution” means the man-made or man-induced alteration of the chemical, physical, biological or radiological integrity of water.
- (bbb) “Premises” means any lot, or any piece or parcel of land comprising two or more lots of record in one ownership, or any building or other structure or any part of any building or structure used or useful for human habitation or gathering or for carrying on a business or occupation or any commercial or industrial activity.
- (ccc) “Pretreatment or Treatment” means the reduction of the amount of pollutants, the elimination of pollutants or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration may be obtained by physical, chemical or biological processes, process changes, or by other means, except as prohibited by 40 C.F.R. section 403.6(d).
- (ddd) “Pretreatment Requirements” means any substantive or procedural requirement related to pretreatment, including a National Pretreatment Standard, local limits and/or BMPs established by the District and imposed on Industrial Users.
- (eee) “Property Profile” means a document issued by a title company containing the property owner’s name and address, assessor’s parcel number and map, and a copy of the deed of the property described in the application.
- (fff) “Publicly Owned Treatment Works (“POTW”)” means a treatment works as defined by section 212 of the Act (33 U.S.C. 1292(2)(a)), which is owned by the District. This definition includes any sewers, pipes, ponds, pumps or other devices that connect to, or convey wastewater to the wastewater treatment plant. POTW also includes any sewers, pipes, ponds, pumps or other devices that convey wastewater to the POTW from persons outside the District boundaries, who are users of the POTW.
- (ggg) “POTW Treatment Plant” means that portion of the POTW designed to provide treatment to wastewater.
- (hhh) “Sanitary Sewer” means a sewer that carries sewage and to which storm, surface and ground water are not intentionally admitted.

- (iii) "Secondary Dwelling" has the same meaning as such word is used in section 22.80.030(S)(8) of Title 22 of the San Luis Obispo County Code, as such may be amended from time to time.
- (jjj) "Senior Housing Project" means an apartment, condominium or mobile home complex, or other similar complex whose residents are solely persons who are over 55 years of age and where the project does not utilize District water for any outside uses, such as landscaping, swimming pools and fountains.
- (kkk) "Sewage" means a combination of water-carried wastes from buildings and industrial establishments connected to the District sewer system or from any private sewer.
- (lll) "Sewer System" means all District facilities for the collection, pumping, conveyance, treatment and disposal of sewage.
- (mmm) "Sewer" means a pipe or conduit that transports wastewater, into which storm, surface and groundwaters are not intentionally admitted.
- (nnn) "Sewer Lateral Appurtenances" include, but are not limited to, grease traps, grease interceptors, cleanouts, and other such items.
- (ooo) "Sewer Main" means a public sewer designated to accommodate more than one lateral sewer and is controlled by public authority.
- (ppp) "Significant Industrial User or Significant User" means any industrial user subject to Categorical Pretreatment Standards under 40 C.F.R. 403.6 and 40 C.F.R. chapter I, subchapter N; and Any Industrial User of the District wastewater treatment and disposal system who (i) has a discharge flow of 25,000 gallons or more per average work day, or (ii) has a flow greater than 5% of the flow in the District wastewater treatment system, or (iii) has in its wastes Toxic Pollutants as defined pursuant to this Code, or (iv) is found by the District, the Regional Water Quality Control Board, or the State Water Resources Board to have significant impact either singly or in combination with other contributing industries, on the wastewater treatment system, the quality of sludge, the system's effluent quality or air emissions generated by the system. A Significant User is either an Existing Source or a New Source, depending on the time of commencement of construction of that Significant User's facility from which the Significant User has Discharged, is Discharging or will Discharge.
- (qqq) "Site Plan" shall have the same meaning as that term is used in San Luis Obispo County's land use ordinance, which is found at Title 22 of the County Code.

- (rrr) “Slug Load” means any Discharge at a flow rate or concentration that could cause a violation of the Discharge standards of this Code, or any discharge of a nonroutine, episodic nature, including but not limited to, an accidental spill or a noncustomary batch Discharge.
- (sss) “State” means the State of California.
- (ttt) “Standard Industrial Classification (SIC)” is a United States Government classification system for categorizing industries by using a corresponding four-digit number that represents an industry classification, pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972.
- (uuu) “Street” means any public highway, road, street, avenue, alley, way, easement or right of-way.
- (vvv) “Subdivision” means a subdivision as defined in Section 66424 of the California Government Code.
- (www) “Suspended Solids” means the total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids, and which is removable by laboratory filtering.
- (xxx) “Toxic Pollutant” means any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the Environmental Protection Agency under section 307(a) of the Act (33 U.S.C. 1317) or any other act.
- (yyy) “Unit of Use” means a unit of use is equivalent to 575 gallons of water per day.
- (zzz) “User” means any person who contributes, causes or permits the contribution of wastewater into a POTW.
- (aaaa) “Wastewater” means the liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities and institutions, whether treated or untreated, which is contributed into or permitted to enter the POTW.
- (bbbb) “Water Quality Control Board” means the Central Coast Regional Water Quality Control Board.

(cccc) “Waters of the State” means all streams, lakes, ponds, marshes, water-courses, waterways, springs, and all other bodies or accumulations of water, which are contained within, flow through or border upon the State or any portion thereof.

#### 1.5 Abbreviations.

The following abbreviations shall have the designated meanings:

BOD means Biochemical Oxygen Demand.

CFR means Code of Federal Regulations.

COD means Chemical Oxygen Demand.

EPA means Environmental Protection Agency.

gpd means gallons of water per day

L means Liter.

mg means Milligrams.

POTW means Publicly Owned Treatment Works.

SIC means Standard Industrial Classification.

USC means United States Code.

TDS means Total Dissolved Solids.

TSS means Total Suspended Solids.

#### 1.6 General Regulations Applicable to All Users.

- (a) It is unlawful for any person to place, deposit or permit to be deposited in an unsanitary manner upon public or private property within the District, or in any area under the jurisdiction of the District, any domestic or industrial sewage.
- (b) It is unlawful to discharge to any waters of the state any sewage, industrial wastes or other polluted waters, except where suitable treatment has been provided in accordance with provisions of this Code and local, state and federal laws and regulations.

- (c) It is unlawful for any person to dump or discharge into the District sewer system any raw or chemically treated wastewater from septic tanks or chemically treated wastewater from portable toilets, or any raw or chemically treated sewage from any industrial User or unidentified liquid waste or any hazardous waste except as provided by Chapter 6 of this Code.
- (d) Except as hereinafter provided, it is unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, seepage pit or other facility intended or used for the disposal of sewage.
- (e) No building, industrial facility or other structure shall be occupied until the owner of the premises has complied with all rules and regulations of the District. Any industrial or commercial facility is prohibited from discharging pollutants which may: (1) pass through an individual disposal system and is untreated or partially treated; (2) interfere with any individual disposal system treatment works; and/or (3) contaminate any individual disposal system's sludge.
- (f) All privately owned building laterals and private sewage disposal systems and appurtenances from all points of the property to the District sewer, shall be maintained by the property owner in a safe and proper operating condition; and all devices or safeguards which are required by this Code for the operation thereof shall be maintained in good working order.
- i. To determine compliance with this Code the District may require any new or existing plumbing system to be re-inspected.
  - ii. The General Manager may require a property owner to submit to the District a video of the private lateral and appurtenances. The videotaping must be done by a business approved by the District. If the District determines that the private lateral or any portion thereof, has become unsanitary or constitutes a threat to health or property, the District shall order in writing that the lateral or any portion thereof be removed and replaced or otherwise placed in a safe and sanitary condition. Any such written order shall include a reasonable time limit for compliance. Each person who receives and complies with such notice shall be required to continue to maintain all private lateral sewers and appurtenances in a safe and working order.
- (g) All Users of the sewer system shall prevent the discharge of prohibited substances, as described in Sections 6.2 - 6.5 of this Code or exceed the discharge limitations in Section 6.6 of this Code, into the laterals or other sewer lines connected with the District sewer and sewer treatment system and all Users shall take such reasonable and necessary measures



as may from time to time be prescribed by the District to make effective enforcement of this prohibition. Notwithstanding any provision of this Code, if the Regional Water Quality Control Board adopts more stringent requirements than what are included in this Code, those requirements shall be controlling until such time as this Code is amended.

- (h) Any person(s) who discharges or causes to be discharged into the District's sewer facilities either directly or indirectly, any waste or wastewater that is prohibited, creates a blockage, breakage, permanent reductions to sewer capacity, causes excessive maintenance expenses, creates detrimental effects to the POTW, causes the violation of a discharge requirement or regulation imposed by a regulatory agency, or causes any other damage to District facilities, shall be liable for all damages and costs occasioned thereby, including any penalty assessed by a regulatory agency. The damages, cost, or penalty assessed shall be deemed a debt to the District and shall be charged to the User.

#### 1.7 District Access onto Private Property.

- (a) District agents, employees and representatives shall have the right of access, ingress and egress to the premises of customers of the District sewer system at all reasonable hours for any purposes reasonably connected with the furnishing of sewer service, including, but not limited to, inspecting and closing such laterals as necessary to protect the public health and District operations and facilities, and inspecting, maintaining, improving, replacing and operating District sewer system facilities, equipment and apparatus located on such premises. District agents, employees and representatives also shall have the right of access, ingress and egress to install and construct on the customer's dwelling or building an automatic meter reading system, including necessary connections to the telephone utility line, and the installation of necessary cable lines, equipment and apparatus.
- (b) District employees, agents and representatives shall identify themselves upon request when entering upon the premises of any customer for the purposes allowed by this Section 1.7.
- (c) No person shall install, construct, place or locate any structure, building, or facility of any kind, whether permanent or temporary, or any other object which is difficult to remove, on any District sewer line easement, or in such manner as to interfere with the District's ready and easy access to any District sewer system equipment, facility or apparatus, unless and until the District executes an encroachment agreement. Any such unauthorized obstruction, upon request of the General Manager, shall be removed immediately by the violator at no expense to District, and shall not be replaced.

#### 1.8 Enforcement of this Code.

**Commented [HS1]:** Does the District have easements to do this?

**Commented [KD2R1]:** Under the state we have right of entry for water but that is because we have meters on private property. I don't think it extends to sewer unless its for public health. The property owner is responsible for the sewer lateral from the main to the dwelling/ structure, so we wouldn't have anything on private property.

**Commented [KF3R1]:** The District has the right to inspect and maintain their sewer facilities. (Government Code section 61100; Health and Safety Code section 6523.2.) Consequently, this reservation is allowed.

**Commented [KD4R1]:** So this section should be eliminated or reworded?

**Commented [KF5R1]:** This is fine as is.

- (a) The District General Manager and his or her designees are authorized to cite violators of District ordinances, including all provisions of this Code, and they shall perform the aforementioned task in a professional manner without malice or personal bias.
- (b) Any person found to be violating the Code, may be served by the District General Manager or other authorized person with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. All persons shall be held responsible for any and all acts of agents or employees done under the provision of this Code or any other ordinance, rule or regulation of the District. Upon being notified by the District General Manager of his or her designee of any defect arising in any sewer or of any violation of this Code, the person or persons having charge of the work shall immediately correct the same.
- (c) Continued habitation of any building or continued operation of any industrial facility in violation of the provisions of this Code or any other ordinance, rule or regulation of the District is declared to be a public nuisance. The District may cause proceedings to be brought for the abatement of the occupancy of the building or industrial facility during the period of such violation.
- (d) As an alternative method of enforcing the provisions of this Code or any other ordinance, rule or regulation of the District, the General Manager of his or her designee shall have the power, after providing written notice and a hearing, to disconnect the user or subdivision sewer system from the sewer mains of the district. The General Manager or his or her designee shall also have the right to discontinue water service to the property where the violation is occurring, after written notice and a hearing regarding the disconnection in accordance with Health and Safety Code section 6523.2. Upon disconnection, the General Manager or his or her designee shall estimate the cost of disconnection and reconnection to the system, and such User shall deposit the cost as estimated, of disconnection and reconnection before such User is reconnected after payment of all costs of disconnection and reconnection.
- (e) During the period of such disconnection, habitation of such premises by human beings shall constitute a public nuisance, whereupon the District shall cause proceedings to be brought for the abatement of the occupancy of the premises by human beings during the period of such disconnection. In such event, and as a condition of reconnection, there is to be paid to the District a reasonable attorney's fee and cost of suit arising in the action.
- (f) The District declares that the foregoing procedures are established as a means of enforcement of the terms and conditions of the Code and the District's ordinances, and rules and regulations and not as a penalty.

- (g) Pursuant to Section 6523 of the Health and Safety Code, the violation of any of the provisions of this Code, or the rules or regulations of the District by any person shall be punishable by a fine not to exceed one thousand dollars (\$1,000.00), imprisonment not to exceed one month, or both. Each and every connection or occupancy in violation of the Code, or rules and regulations of the District shall be deemed a separate violation and each and every day or part of a day a violation of this Code, or the District's rules or regulations continues shall be deemed a separate offense hereunder and shall be punishable as such.
- (h) Any person violating any of the provisions of this Code, or rules or regulations of the District shall become liable to the District for any expense, loss or damage occasioned by the District by reason of such violation.

## SECTION 2: REGULATION OF SEWER USE

### 2.1 Use of Public Sewers Required.

- (a) No building, industrial facility or other structure shall be occupied unless and until the owner of the premises has complied with all District rules and regulations.
- (b) All new buildings shall connect to the District sewer system and all land development projects shall include provisions for the connection of future buildings to the District sewer system.
- i. Exceptions will be allowed only when the County approves a private wastewater disposal system complying with the rules, regulations and ordinances of County Building and Health Departments and when the District provides a Sewer Release Letter.
  - ii. The owner of any building situated within the District requiring sewage disposal and abutting on any street, public right of way, or easement in which there is now located, or may in the future be located, a public sewer of the District is hereby required at that owner's expense to connect said building directly with the public sewer in accordance with the provisions of this Code, within ninety (90) days after the date on which the District provides the owner written notice to do so, provided that the District's public sewer is within four hundred (400) feet of the owner's property for new buildings and within two hundred (200) feet of the owner's property for existing buildings. For single family residential purposes, only gravity sewer within any street, public right-of-way, or easement shall be considered as available sewer.

- iii. An individual lateral sewer shall be provided for each building that connects to the District's public sewer system. If a building is located in the rear of another building on an interior lot, the District shall have discretion to permit the owner to connect that building to a lateral sewer that is connected to another building on the same lot, provided the buildings are under the same control and the lot is not divisible or ownership to assure compliance by each building with the provisions of this Code.
- (c) All plumbing systems or building sewers shall be maintained with clean outs installed, pursuant to the applicable provisions of this Code. The plumbing system or building sewer of each building within the District shall include a Test-Y clean-out, which shall be installed at the public right of way or easement abutting the building, and at 100-foot intervals between the public right of way or easement and the building. All clean-outs shall be the responsibility of the property which it serves, meet the standard specifications of the District and shall be maintained to be water tight.

**Commented [KD6]:** Lot must not be dividable if they connect together. Otherwise need to be in an easement and connected separately

**Commented [KF7R6]:** I added the reservation that the lot must not be divisible. The second portion of your note can be addressed where those situation occur.

## 2.2 Private Sewage Disposal.

- (a) It shall be the goal of the District to provide the District's sewer system to all premises within the boundaries of the District. Permission to construct a septic tank and leach line or other private sewage disposal system may be granted only when the provisions of this Section 2.2 have been met.
- (b) The owner of any house, building or property used for human occupancy, employment, recreation, or other purposes, situated within the District, adjacent to which there is located a public sanitary sewer, is required, at that owner's sole cost and expense, to install suitable toilet facilities therein and to connect such toilet facilities directly to the public sewer in accordance with the provisions of Section 2.1.
- (c) If a public sewer is not available under the provisions of Section 2.1, the lateral sewer shall be connected to a private sewage disposal system complying with the rules, regulations and ordinances of the County Building and Health Departments.
- (d) At such time as a public sewer becomes available to a house, building or property that is served by a private sewage disposal system, as provided in Section 2.2, a direct connection shall be made to the public sewer upon failure of the private sewage disposal system or before any modification of, or addition to the building, which will require the private sewage disposal system to be enlarged. Connection is to be made in compliance with the ordinances, rules and regulations of District, and any septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned and filled with suitable material as determined by the District, in accordance with all applicable local, state and federal laws, rules and regulations.

- (e) The owner of the house, building or property that is served by a private sewage disposal system is responsible for maintaining that system in an operational manner. The owner shall be responsible for operating, maintaining, repairing and replacing the private sewage disposal system at no expense to the District.
- (f) No statement contained in this Section 2 shall be construed to interfere with any additional requirements that may be imposed by any law, ordinance, rule or regulation or by the Health Officer of the County or any other local, state and/or federal agency.

### SECTION 3: CONSTRUCTION OF PUBLIC SEWERS

#### 3.1 General Provisions.

- (a) The District has adopted Standard Specifications and Drawings, which may be amended from time to time, for all construction of sewers and appurtenances, which are on file at the District Office. Said Standard Specifications and Drawings are hereby referred to and made a part of this Code by reference. Sewer facilities within the District shall be designed and constructed in accordance with the District's Standard Specifications and Drawings and any applicable County and/or State minimum standards for construction of sewers and appurtenances. If no current standard exists, or if conflicting standards exist, then the District shall determine appropriate specifications for the facilities. The Director of Utilities shall have discretion to permit reasonable modifications to any Standard Specification and Drawing or to require a more stringent standard than is required by any Standard Specification and Drawing.
- (b) No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the District's sewer systems. Any person violating this provision shall be subject to the penalties provided by law and shall be liable for any damages or expenses suffered by the District as a result of such violation.
  - (i.) An unauthorized person shall not remove or cause to be removed, or injure or cause to be injured, any portion of any public sewer, sewage pumping plant, or any appurtenances thereto.
  - (ii.) An unauthorized person shall not open or enter, or cause to be opened or entered, for any purpose whatsoever, any manhole or sewer appurtenance in any public sewer.

- (c) Any person and/or that person's contractor or agent intending to excavate in a public street for the purposes of installing sewer facilities or making sewer connections pursuant to this Code shall obtain approval from the State, the County and/or any other public agency or person that has jurisdiction over that public street. The person on whose behalf the contractor is operating shall assume all responsibility for construction stormwater site erosion control measures.
- (d) Prior to commencing any excavation within a County public easement in order to perform any work under the provisions of this Code, a person and/or that person's contractor or agent shall obtain a duly executed County encroachment permit. The person shall submit a copy of the County encroachment permit to the District upon request.
- (e) Any person who undertakes to pave, resurface, regrade or do any work on any street that contains District sewers shall not cover up or conceal any manholes or sewer structures, or their covers. Every care must be used to protect them. In the event said work results in damage to or a change of grade in the area of the manhole or structure, the person performing the work shall be responsible, at that person's sole cost and expense, for repairing or modifying the manhole or structure to meet the new grade. Before any work is performed on District manholes or structures, the District shall be contacted, and all work shall be done under a connection permit at the direction of the District, and in accordance with District Standard Specifications and Drawings. Streets and other property disturbed in the course of the work shall be restored in a manner satisfactory to the District and the County or any other public entity having jurisdiction thereover.
- (f) All OSHA and CAL/OSHA safety requirements shall be met at all times. The contractor shall assume responsibility for all job site safety during construction. All work performed shall conform to the requirements of the State of California Construction Safety Orders, or the Federal Safety Codes, whichever is more stringent.
- (g) All costs and expenses incident to the installation and connection of any sewer or other work for which there is a completed application shall be borne by the applicant. The applicant shall protect, defend, indemnify and hold the District harmless from any liability, claim, cause of action, demand, expense, cost, fine, penalty, attorney's fees, judgments, loss or damage that may directly or indirectly be occasioned by the work, except where caused by the sole or active negligence or willful misconduct of the District.

### 3.2 Sewer Permits.

- (a) No person shall commence or cause to commence, do or cause to be done, construct or cause to be constructed, use or cause to be used, alter or cause to be altered, or connect or cause to be connected to any public sewer, sewer main, lateral sewer, sewage pumping plant or other similar appurtenance within the District without first obtaining a sewer connection permit and plan approval from the District and paying all applicable District fees.
- (b) Persons required to obtain a connection permit shall complete and file with the District an application in the form prescribed by the District and accompanied by any applicable fees. After evaluation and acceptance of the data furnished, the District may issue a connection permit subject to terms and conditions provided herein.
  - (i.) Connection permits shall be expressly subject to all provisions of this Code, all other applicable regulations and all user charges and fees established by the District. Connection permits also may include, but are not limited to, the following requirements:
    1. Construction of sewers in accordance with approved Plans and Specifications.
    2. Obtaining the necessary rights-of-way and easements and granting same to District.
    3. Payment for all costs involved due to said construction.
    4. Official acceptance into District sewer system of all sewers and appurtenances.
    5. Indemnification of the District per this Code.
    6. Bonds in accordance with this Code.
    7. Payment of all fees including plan checking and inspection.
    8. Other requirements that individual conditions may dictate.
- (c) Upon receiving the application, the District shall make an investigation and survey of the proposed development and determine whether there is facility capacity and sewer treatment capacity available to serve the subdivision or other development, and the sewer facilities

required and their estimated cost. To assist the Director of Utilities in making said investigation and report, the Director of Utilities may engage the services of a consulting engineer. All costs of outside consultants for a development will be charged to the subject development.

- (d) The provisions of this Code requiring connection permits shall not apply to contractors constructing public sewers and appurtenances under contracts with the District.
- (e) Prior to the issuance of a connection permit or plan approval the applicant shall submit two sets of plans to the District for plan check. The plans shall be checked for compliance with all District specifications, rules and regulations. Prior to the District performing the plan check, the applicant shall pay any applicable fee to the District. Such a plan check is not an assurance of sewer service nor a sewer connection permit for the particular project. The submittal of plans and/or documents for plan check shall not constitute nor be considered an application for a connection permit or a sewer connection permit.
- (f) After approval of the application, evidenced by the issuance of a connection permit, no change shall be made to the private sewer, the grade, materials or other details described in the connection permit or as shown on the plans and specifications for which the connection permit was issued except with written permission from the District. One complete set of "as-built" drawings showing the actual location of all mains, valves, fire hydrants, house services, meters, if any, collecting lines, lateral sewers, manholes, cleanouts, public sewers and appurtenances, as applicable, shall be filed with the District before final acceptance of the work.
- (g) In order to maintain a connection permit in full force and effect, those portions of the private sewer system which are to be constructed by the applicant shall be installed by the applicant and inspected and approved by the District within two years after the date of the permit's issuance. A permit shall become null and void if the applicant fails to comply with the above provisions, except as provided in Section (h).
- (h) An applicant who needs an additional period of time in which to complete the project for which a connection permit was issued may apply for a renewal of the existing permit and receive a credit of funds already paid subject to the provisions of this Section. To renew an existing permit, the applicant shall follow all District procedures applicable at the time of renewal to a person initially applying for a new permit including, but not limited to, the payment of all fees specified in Section 9.2. To be valid, the request for renewal shall be in writing and delivered to the District or postmarked by the United States Postal Service on or before the date of the permit's expiration. A permit shall not be eligible for renewal, and no credit of any funds paid shall be granted, if the request for the renewal is not in



writing and delivered to the District or postmarked by the United States Postal Service on or before the date of the permit's expiration.

- (i.) A person receiving a renewal of an existing permit shall be entitled to a credit towards the cost of renewing the permit of 50% of the fees actually paid pursuant to Section 9.2. All fees, rates and charges are subject to modification. An applicant applying for renewal is subject to District fees, rates and charges existing at the time the renewal request is received by the District.
- (ii.) A request for renewal shall be granted if the request is made and all fees required by this Section (h) are paid on or before the date of the permit's expiration. A renewed permit shall not be eligible for subsequent renewal pursuant to this Section.
- (i) Any contractor performing construction work of the District sewer system and its appurtenances shall obtain a construction permit from the County Building Department or Public Works Department as required by the County.
- (j) Any contractor performing work within the County right of way shall obtain a County encroachment permit, which may include requirements beyond the scope of this Code and District ordinances, regulations, rules and Standard Specifications and Drawings.
- (k) Any contractor that intends to excavate 5 feet or more in depth shall possess a current CAL/OSHA permit. A copy of such permit shall be presented to the District upon request.
- (l) Any contractor performing work under this Code may be required to prepare a SWPPP and obtain proper permits from the Regional Water Quality Control Board.
- (m) Only qualified contractors that possess an appropriate valid license issued by the California Contractor State License Board may install a lateral sewer or sewer main extension and connect it to District sewer lines. Every such licensed contractor, prior to commencement of work, shall provide the District with a copy of its license and any insurance, bonding or other information requested by the District. The contractor shall agree to indemnify and hold the District harmless from any damage to the District sewer system caused by or indirectly related to the connection to the sewer. If any damage directly or indirectly results from any connection made to the District's sewer, then the contractor at its sole cost and expense shall promptly make any necessary repairs, replace any damaged facilities and return the District's sewer system to the condition it was in prior to the damage.

### 3.3 Outside Sewer Connection Permit.

- (a) Permission shall not be granted to connect any lot or parcel of land outside the District to any public sewer in or under the jurisdiction of the District, unless a permit is obtained pursuant to this Code. The applicant desiring to obtain an outside sewer connection permit shall first enter into a written contract with the District, whereby the applicant binds itself, its heirs, successors and assigns to abide by this Code in regard to the manner in which such sewer shall be used, the manner of connecting therewith and the plumbing and drainage required for that connection. It shall be the policy of the District to not grant outside sewer connection permits except where exceptional circumstances warrant and when granting such a permit will benefit the District.
- (b) Notwithstanding any other provision of this Code, the District Board shall have discretion to grant or deny an application for an outside sewer connection permit.

### 3.4 Financial Responsibility for Construction of Sewer Line.

Any person who installs, and/or causes to be installed, a connection to, or any part of, the District's public sewer system shall be financially responsible for the installation of that portion of the public sewer system, and all incidents thereof. Such person shall be required to obtain a connection permit from the District and shall comply with all of the terms and conditions of that connection permit.

### 3.5 Size of New Facilities.

The District General Manager or his or her designee may require an applicant to install a public sewer system with a capacity greater than what is immediately required by the applicant to adequately satisfy all demands on the District's sewer system that will be, or may at some point be, attributable to the applicant's proposed construction.

### 3.6 District's Option to Construct Facilities.

- (a) Whenever an applicant applies for an assurance of sewer service that involves the expansion or extension of the District's sewer system, the District, at its sole option, may install any facilities required by the expansion or extension. The District may require the applicant to deposit with the District funds sufficient to cover the District's estimated construction costs and other expenses related to the installation of said sewer facilities.
- (b) Upon the completion of the installation of any sewer facilities for which a deposit was made, pursuant to subdivision (a), the District shall refund to the applicant any funds deposited by the applicant in excess of those costs actually incurred by the District.

### 3.7 Dedication Requirements.

- (a) Any agreement concerning the construction, expansion and/or extension of the District's public sewer system shall include an offer of dedication of that portion of the public sewer system to be constructed, expanded and/or extended, excluding any private sewer lines appurtenant thereto.
- (b) No portion of the public sewer system shall be accepted by the District for dedication unless that portion to be accepted has been constructed in conformity with the requirements of the District. When the construction of the public sewer system has been completed and accepted by the District, it shall become the property of the District.

## SECTION 4: INSPECTION

### 4.1 Inspection Required.

- (a) All work done under the provisions of this Code shall be subject to District inspection and approval. No sewer or other facilities constructed under this Code shall be operated prior to complying with this Section 4.
- (b) After the required fees have been paid and the connection permit issued, and upon the applicant's request submitted pursuant to Section 4.2, the District shall inspect the applicant's work to ensure that it complies with the requirements of this Code and any other applicable local, state and/or federal statute, regulation and/or uniform code.
- (c) The District's inspection and/or approval of any work performed under this Code shall not constitute a waiver of any provision of this Code, and the applicant shall continue to be responsible for compliance with the provisions of this Code.

### 4.2 Notification When Ready for Inspection.

The applicant shall schedule an inspection with the District at least two working days prior to the time the inspection is to be made.

### 4.3 Reinspection Fee.

In the event that the District's authorized personnel is required to make more than one visit to the site, a reinspection fee of \$50.00 for each additional visit, payable in advance by the applicant, will be required to reimburse the District for its additional costs in inspecting the connection.

#### 4.4 Work Shall Be Uncovered and Convenient.

At the time of the inspection, the applicant shall have all work uncovered and convenient, and shall give the inspector access to every facility to make a thorough inspection. If work is covered prior to inspection, the District may require that the work be uncovered at the contractors' sole expense prior to re-inspection.

#### 4.5 Correction of Defective Work.

If the applicant's work does not conform to the provisions of this Code, the District shall notify the applicant that the work is non-compliant and include a description of the reasons for non-compliance with reference to the specific section(s) of this Code with which the applicant is non-compliant. If the applicant fails to comply within 30 days after the written notice, sewer service will not be made available to the subject premises and the District permit under which construction was carried out shall be subject to suspension or revocation consistent with this Code.

#### 4.6 Materials and Construction to Meet Standard Specifications.

All material used in any work pursuant to this Code shall be new, first-class material and shall conform to approved plans and specifications, and the manner of construction shall meet all the requirements prescribed by this Code, District Standard Specifications and Drawings, and any applicable state or local statute, regulation and/or uniform code. The District shall approve all such work prior to issuing a certificate of final inspection.

#### 4.7 Certificate of Final Inspection.

(a) If the District conducts an inspecting of the work pursuant to this Section 4 and determines that the work complies with this Code and all District, local, state and/or federal statutes, regulations and/or uniform code, then the District shall approve the work and issue the applicant a certificate of final inspection. The applicant shall be responsible for retaining a copy of this certificate of final inspection.

(b) No sewer or other facility constructed under the provisions of this Code shall be placed in use until the District approves that work and issues a certificate of final inspection to the applicant.

### SECTION 5: RESERVED

## SECTION 6: DISCHARGE OF WASTE TO PUBLIC SEWERS

### 6.1 Application, Purpose, and Scope.

- (a) This Code sets forth uniform requirements for users of the District sewer system and POTW and enables the District to comply with all applicable State and Federal laws, including the Clean Water Act, the General Pretreatment Regulations (40 CFR Part 403) and waste discharge requirements established by the Regional Water Quality Control Board, and other applicable state and federal statutes and regulations.
- (b) The objective of these provisions are:
- (i.) To prevent the introduction of pollutants into the District sewer system and POTW which will interfere with the operation of the system, including contamination of the resulting sludge or interference with the use or disposal of sludge;
  - (ii.) To prevent the introduction of pollutants into the District sewer system and POTW which will pass through the system, inadequately treated, into the receiving waters or the atmosphere or otherwise be incompatible with the system;
  - (iii.) To improve the opportunity to recycle and reclaim wastewater and sludge from the system;
  - (iv.) To ensure that the quality of the wastewater treatment plant sludge is maintained at a level that allows its use and disposal in compliance with applicable statutes and regulations;
  - (v.) To protect the District personnel who may be affected by wastewater and sludge in the course of their employment and to protect the general public; and
  - (vi.) To provide for equitable distribution of the cost of the District sewer system.
- (c) If any provision of this Section 6 or the application thereof to any person or circumstance is held invalid, the remainder of this Section 6 or application of such provision to other persons or circumstances shall not be affected and shall remain in full force and effect.
- (d) The pretreatment requirements set forth in this Section 6 shall apply to all Users of the POTW. This Section 6 authorizes the issuance of wastewater discharge permits; authorizes monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires Industrial User and Significant User reporting; and provides for the

setting of fees for the equitable distribution of costs resulting from the program established herein.

## 6.2 General Discharge Prohibitions.

- (a) No User shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater to the POTW without a permit. No User shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater which will interfere with the operation or performance of the POTW. These general prohibitions apply to all such users of a POTW whether or not the User is subject to National Categorical Pretreatment Standards or any other federal, state and/or local Pretreatment Requirements.
- (b) No User, domestic or industrial, shall contribute or cause to be contributed the following substances to any POTW:
  - (i.) Any liquids, solids or gases which by reason of their nature or quantity are or may be sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. At no time shall two successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system), be more than 5% nor any single reading over 10% of the Lower Explosive Limit (LEL) of the meter. Prohibited materials include, but are not limited to: gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides and any other substances which the District, the State or EPA has notified the user is a fire hazard or a hazard to the system.
  - (ii.) Solid or viscous wastes in amounts which will, or may, obstruct the flow in the District sewer or POTW resulting in interference with the proper operation of the District's wastewater treatment system. Prohibited materials include, but are not limited to, fats, oils or grease of animal or vegetable origin, debris, garbage with particles greater than one-half inch in any dimension, animal guts or tissues, paunch, manure, bones, hair, hides or fleshing's, entrails, whole blood and/or components, feathers, ashes, cinders, sand, spent lime, concrete or concrete slurry, stone or marble, dust, metal, glass, straw, shavings, grass clippings, cut roots, rags, spent grains, spent hops, waste paper, wood, plastics, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud and glass grinding or polishing wastes.
  - (iii.) Any wastewater having a pH less than 6.5, or more than 8.5, or wastewater having any other corrosive property capable of causing damage or hazard to structures,

equipment and/or personnel of the POTW. Prohibited materials include, but are not limited to, acids, caustics, sulfides, concentrated chloride and fluoride compounds, and substances that will react with water to form acidic products.

- (iv.) Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other substances, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the POTW, or to exceed the limitation set forth in a Categorical Pretreatment Standard, or of this section. A toxic pollutant shall include but not be limited to any pollutant identified pursuant to Section 307(a) of the Act (33 U.S.C., 13 17).
- (v.) Any noxious or malodorous liquids, gases or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.
- (vi.) Any wastewater which is capable of causing, either alone or by interaction with other substances, the POTW's effluent or any other product of the POTW, such as residuals, sludges, scums, or biosolids, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the POTW cause the POTW to be in non-compliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act (33 U.S.C., 1345); any criteria, guidelines or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act (42 U.S.C. 6901, *et. seq.*), the Clean Air Act, the Toxic Substances Control Act or State criteria applicable to the sludge management method being used.
- (vii.) Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.
- (viii.) Any wastewater having a temperature which will inhibit biological activity in the POTW treatment plant resulting in interference, but in no case wastewater with a temperature at its introduction into the POTW which exceeds one hundred four degrees Fahrenheit (104 F). Any pollutants, including oxygen demanding pollutants (BOD, etc.) released at a flow rate and/or pollutant concentration which a user knows or has reason to know will cause Interference to the POTW. In no case shall a slug load have a flow rate or contain concentration or quantities of pollutants that exceed for any time period longer than 15 minutes more than five times the average 24-hour concentration, quantities or flow during normal operation.

- (ix.) Any wastewater containing any radioactive wastes or isotopes of such half-life or concentrations as which may exceed any applicable State or Federal regulations.
- (x.) Any wastewater that causes a hazard to human life or creates a public nuisance.
- (xi.) Any trucked or hauled pollutants, except at discharge points designated by the District and having District pre-approval.
- (xii.) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;
- (xiii.) Oils and grease in excess of one hundred (100) mg/L, whether emulsified or not, shall not be discharged into the public sewer system. Oils and greases may be from living or nonliving sources or contain substances that may solidify or become viscous at temperatures between thirty-two degrees and one hundred fifty degrees Fahrenheit at the point of discharge into the system or in amounts that will cause interference or pass through.
  1. Grease Traps or Interceptors Required. Grease, oil and sand interceptors or gravity separating devices shall be installed when, in the opinion of the District, they are necessary for the proper handling of liquid wastes containing grease and oil or sand in excessive amounts, or any flammable wastes, sand and other harmful ingredients; except that such interceptors shall not be required for buildings used for residential purposes. All interceptors shall be of a type and capacity approved by the District in accordance with the California Plumbing Code and shall be of a type and capacity sufficient to provide the appropriate quality of effluent per this Code and shall be located as to be readily and easily accessible for cleaning and inspection.
- (xiv.) Pollutants that result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
- (xv.) Hazardous Waste. All Users are prohibited from discharging hazardous waste.
- (xvi.) Infectious wastes from hospitals, clinics, out-patient clinics, medical and dental offices, mortuaries, etc.; pathologic specimens; disposable hypodermic needles, syringes and associated articles (whether ground or not); recognizable portions of the human anatomy; solid wastes generated in the rooms of patients who are isolated because of a suspected or diagnosed communicable disease; wastes excluded by other provisions of this Section 6 except as specifically permitted for;



or any other waste defined by the health officer of San Luis Obispo County as being infectious.

(xvii.) Detergents, surface-active agents, or other substances which might cause excessive foaming in the POTW.

(xviii.) Draining of swimming pools and spas.

1. The contents of a salt water swimming pool (including electrolytic cell backwash) shall not be discharged to the sanitary sewer, storm drain system or natural water way.
2. The contents of chlorinated swimming pools and/or spas (including filter backwash from swimming pools and/or spas) shall not be discharged into the sewer system without first applying for and receiving written permission from the District. Such approved discharge must be accomplished in the manner specified herein.
3. The size of the pipe carrying the discharge shall not be larger than 2 inches and the rate of flow shall not exceed 100 gpm, nor exceed the capacity of the line.
4. Each swimming pool discharging to a sewer system pursuant to a permit shall be equipped with an indirect waste connection to preclude any possibility of a backflow of sewage into the swimming pool or piping system.

(xix.) Discharges from water softening. Portable exchange water softening systems should be used instead of on-site regeneration water softening units. Discharges from commercial, industrial, and residential on-site regeneration water softening units must comply with the following:

1. High-efficiency reverse osmosis units do not generate salt and are the best technology available for water softening and are recommended for use in the District.
2. Commercial and/or Industrial Users are prohibited from using self-generating water softeners that discharge to the District POTW.
3. New residential housing and replacement water softener units shall meet the following requirements:

- a. On-site regeneration water softener units must be equipped with salt efficiency controls to regenerate on hardness demand or other approved techniques.
  - b. Salt efficiency control units shall be a sealed tamper-proof type that controls the most efficient regeneration setting or a portable exchange unit.
- (xx.) Shredded garbage. Discharges containing improperly shredded garbage that has not been ground or comminuted to such a degree that all particles will be carried freely in suspension under normal flow conditions in the public sewers or with any particle greater than one-half inch in any dimension are not allowed. Acceptable discharges from garbage grinders are as follows:
1. Wastes generated in preparation of food in a residence
  2. Where an Industrial User has an existing garbage grinder or a proposed new grinder and has approval for that specific use from the District. Such grinders must be kept in proper working order. Prohibited discharges from garbage grinders are as follows:
    - a. Garbage grinders shall not be used for grinding plastic, paper products, inert materials, garden refuse or waste products resulting from the handling, storage and sale of fruit and vegetables in wholesale and retail produce establishments and wastes from entities engaged in the preparation, processing or preserving of food not intended primarily for immediate consumption. Discharges from commercial grinders must be pretreated at the owner's expense, as necessary, to reduce the suspended solids' daily flow, or objectionable characteristics or constituents to comply with the limits contained in this Code. Discharges from commercial grinders must be treated independently of any grease interceptor.
    - b. The District reserves the right to prohibit the use of garbage grinders in commercial applications if this waste creates excessive problems in the sewer system.

- (xxi.) Rain, storm water, surface water, ground water, seepage, roof runoff, street or yard drainage, subsurface drainage, ponds or lawn sprays or water added for the purpose of diluting wastes which exceed maximum concentration limitations.
- (xxii.) It shall be unlawful to discharge to any storm drain or natural outlet any wastewater derived from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, including domestic sewage, and industrial wastewater petroleum products, or otherwise polluted water.
- (xxiii.) Outdoor connections, drains and/or wash racks connected to the District sewer shall be covered and bermed to prevent the inflow of storm water and shall be equipped with a sand and/or oil interceptor approved by the District.
- (xxiv.) Any substance that will cause the POTW to violate its waste discharge requirements as imposed by the Central Coast Regional Water Quality Control Board or the receiving water quality standards.

#### 6.3 Violation of Discharge Limitation.

In addition to any enforcement options available to the District under this Code and/or any state and/or federal law and/or regulation, if the District determines that a user is contributing to the POTW any of the above enumerated substances in such amounts as to interfere with the operation of the POTW, the District shall:

- (a) Advise the user of the impact of the contribution on the POTW; and
- (b) Develop effluent limitation(s) for such user to correct the interference with the POTW.

#### 6.4 Federal Categorical Pretreatment Standards.

Upon the promulgation of the Federal Categorical Pretreatment Standards for a particular industrial subcategory, the Federal Standard, if more stringent than limitations imposed under this Code for sources in that subcategory, shall immediately supersede the limitations imposed under this Code.

#### 6.5 State Requirements.

State requirements and limitations on discharges shall apply in any case where they are more stringent than Federal requirements and limitations and/or more stringent than the requirements of this Code.

## 6.6 Specific Discharge Limitations.

- (a) In addition to the general discharge prohibitions, the maximum concentrations of certain pollutants allowable in wastewater discharges to the District sewer system are found in Table A, below. The general discharge prohibitions contained in Table A may be amended from time to time by regulatory agencies or regulatory order, the amended discharge prohibitions and requirements shall be controlling until such time as a Table A is amended. Dilution of any wastewater discharge for the purpose of satisfying these requirements shall be considered a violation of this Code.
- (b) Any user who does not comply with Federal Pretreatment Standards as required under Section 307(b) and (c) of the Act, and any regulations promulgated thereunder, including those regulations contained in 40 CFR 403.12, violates this Code.

Constituent	<u>Table A</u>	
	Concentration (mg/l)	Recommended EPA Method*
Ammonia	20.0	350.2
Aluminum	8.0	200,202
Arsenic	0.30	200,206
Beryllium	0.25	200,210
Boron	2.50	200
Cadmium	0.25	200,213
Chromium	0.05	200,218
Cobalt	0.075	200,219
Copper	0.30	200,220
Cyanide	0.20	335
Fluoride	1.50	300
Iron	7.50	200,236
Lead	0.05	200,239
Lithium	0.115	200
Mercury	0.005	245
Nickel	0.30	249
Selenium	0.01	270
Vanadium	2.00	200,286
Zinc	2.00	200,289
M.B.A.S.	0.20	425.1
Phenol	0.001	420,604
Sulfate	200.0	300

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Any wastewater, other than residential water-softening regeneration brine, containing in excess of:

TDS	1000	160
Sodium	200	200,303
Chloride	150	300
BOD	250	405.1
Suspended Solids	25	160.2

These limits are subject to a specific permit or enforcement action as set forth in this Code. These limits will be reviewed periodically and revised as needed.

\*Any request for variation from this recommended EPA Method must be approved before analysis is performed.

#### 6.7 District's Right of Revision.

The District reserves the right to establish by ordinance more stringent limitations or requirements on discharges to the District sewer system if deemed necessary to comply with the objectives presented in Section 6.1 of this Code.

#### 6.8 Excessive Discharge.

No user shall ever increase the use of process water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the Federal Categorical Pretreatment Standards, or in any other pollutant-specific limitation developed by the District.

#### 6.9 Hauled Waste.

- (a) Hauled waste may be introduced into the POTW only at locations designated by the District, with the District's prior consent, and at such times as established by the District. Such waste shall not violate Sections 6.2, 6.5 or 6.6 of this Code or any other requirements established by the District. The District may require haulers of industrial waste to obtain wastewater discharge permits. The District may prohibit the disposal of hauled industrial waste.
- (b) The hauler shall provide the District with waste analysis of any load prior to discharge. The District may collect samples of each hauled load to ensure compliance with applicable standards. Industrial waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler,

permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste.

- (c) The District may permit operators of "Cesspool" pump trucks to dispose of septic tank, seepage pit or cesspool effluent which does not contain harmful concentrations of industrial liquid waste, oils, greases or other deleterious substances into certain designated manholes, upon payment of a fee to be specified by the District. No person shall dump such effluent in any manhole other than those designated by the District. The District may refuse to accept such effluent if it fails to meet the requirements of this Code, or if existing facilities cannot accommodate the effluent.
- (d) When septic tank, seepage pit or cesspool effluent is dumped into a specified manhole under permission from the District, it shall be discharged through a pipe or hose in a manner such that none of the effluent shall be left adhering to the sides or shelf of the manhole, and if any such effluent is inadvertently allowed to adhere to the sides or shelf of the manhole, the manhole shall be thoroughly cleaned with clear water.

#### 6.10 Wastewater Dischargers.

It shall be unlawful to discharge to the District sewer system without a permit any wastewater except as authorized by the District in accordance with these provisions. All new Industrial or Significant Users proposing to connect to or to contribute to the POTW shall obtain a wastewater discharge permit before connecting to or contributing to the POTW. All existing Industrial Users connected to or contributing to the POTW shall obtain a wastewater discharge permit within thirty (30) days of receiving a notice to apply. Any commercial or Industrial User may be required to obtain a wastewater discharge permit if, in the opinion of the Director of Utilities, the composition and/or the manner of its discharge may adversely impact District facilities. The wastewater discharge permit requirement imposed by Section 6.10 shall be in addition to any other requirements of this Code, including but not limited to requirements for connecting to the District's sewer system and requirements to obtaining sewer service and an allocation of sewer capacity.

- (a) Users required to obtain a wastewater discharge permit shall complete and file with the District an application in the form prescribed by the District, and accompanied by a fee, which shall be determined by the District on an individual basis according to the amount of discharge, the strength and character of the discharge and any other factors pertinent to the treatment and disposal of the discharge. After evaluation and acceptance of the data furnished, the District may issue a wastewater discharge permit subject to terms and conditions provided herein. The applicant's signature on an application for any permit shall constitute an agreement to comply with all of the provisions, terms and requirements of this Code, as such may be amended from time to time, and with the plans and specifications

which the applicant has filed with the application, if any, together with such corrections and/or modification as may be made or permitted by the District, if any.

- (b) Wastewater discharge permits shall be subject to all provisions of this Code and all other applicable regulations, user charges and fees established by the District. Additionally, the District may subject Wastewater discharge permits to additional requirements. Additional requirements may include, but are not limited to, the following:
- (i.) The per-unit charge or schedule of user charges and fees for the wastewater to be discharged to a District sewer;
  - (ii.) Limits on the average and maximum concentrations of wastewater constituents and/or limits on other wastewater characteristics;
  - (iii.) Limits on rate and time of discharge or requirements for flow regulations and equalization;
  - (iv.) Requirements for installation and maintenance of inspection and sampling facilities;
  - (v.) Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule;
  - (vi.) Compliance schedules;
  - (vii.) Requirements for submission of technical reports or discharge reports;
  - (viii.) Requirements for maintaining and retaining plant records relating to wastewater discharge, as specified by the District, and affording District access thereto;
  - (ix.) Requirements for notification of the District of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the District sewer system; and/or
  - (x.) Other conditions as deemed appropriate by the District to ensure compliance with this Code and any applicable state and/or federal statutes and/or regulations.
- (c) Permits shall be issued for a specified period not to exceed five years. Any Industrial User holding a time-limited permit shall apply for a permit reissuance a minimum of 180 days prior to the expiration of the Industrial User's existing Permit. The terms and conditions of the permit may be subject to modification by the District during the term of the permit as limitations or requirements are modified or other just cause exists. The Industrial User shall

be informed of any proposed changes in the permit at least 30 days prior to the effective date of the changes. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

- (d) The terms and conditions of wastewater discharge permits shall be subject to modification by the District during the term of the permit. The District shall notify the permittee in writing at least 30 days prior to the effective date of any changed term. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

#### 6.10.1 Transferability of Wastewater Discharge Permit.

- (a) A wastewater discharge permit is issued to a specific user for a specific operation at a specific location. A wastewater discharge permit shall not be reassigned, transferred and/or sold to a new or different operation and/or premises without first obtaining the prior written consent of the District.
- (b) Any succeeding owner or user to an operation for which a wastewater discharge permit has been issued shall continue to comply with the terms and conditions of that permit.

#### 6.11 Pretreatment.

- (a) Industrial Users shall provide necessary wastewater pretreatment as required to comply with this Code and to protect the District's POTW and the proper and efficient operation thereof, the health and safety of District employees and the environment. Industrial Users shall achieve compliance with all applicable Categorical Pretreatment Standards, local limits, and the prohibitions set out in this Code within the time limits specified by the EPA, the State, or the District, whichever is more stringent. Any facilities required to pretreat wastewater to a level acceptable to the District shall be provided, operated, and maintained in good working order and at the Industrial User's expense.
- (b) In the construction of new facilities, all domestic wastewater from restrooms, showers, drinking fountains, etc., shall be kept separate from all industrial wastewater until the industrial wastewater has passed through any required pretreatment system or device and the industrial wastewater monitoring facility or stations.
- (c) Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the District for review and shall be deemed acceptable to the District prior to initiation of construction and/or installation of those facilities. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facilities as necessary to produce an effluent acceptable to the District under the provisions of this Code. Any subsequent changes in the pretreatment facilities or



methods of operation shall be reported to and be deemed acceptable to the District prior to the Industrial User's initiation of those changes.

#### 6.11.1 Grease, Oil, and Sand Inceptors

- (a) Grease, oil and sand interceptors or gravity separating devices shall be installed when, in the opinion of the District, they are necessary for the proper handling of wastewater containing excessive amounts of grease, oil and/or sand, except that such interceptors shall not be required for residential dwelling units.
- (b) All interception units shall be of a type and capacity approved by the District in accordance with the California Plumbing Code and shall be of a capacity sufficient to provide the appropriate quality of effluent per this Chapter 6 and shall be located where it would be easily accessible for cleaning and inspection.
- (c) Interceptors shall be maintained at the owner's expense, in continuous efficient operating condition, and shall provide for the periodic removal of the accumulated grease. No such collected grease shall be introduced into any drainage piping or public or private sewer.
- (d) Food establishments shall install an approved grease interceptor. Requirements for the installation of a grease interceptor shall be determined by the District using the California Plumbing Code as a guide.
- (e) Each business establishment for which a grease interceptor is required shall implement grease reducing practices and have an interceptor which shall serve only that business establishment.
- (f) All car washes, vehicle/equipment wash areas, service stations, and garages shall be required to install a gravity separating device designed to prevent the discharge of sand, silt, oil, and grease to the municipal sewer.
- (g) Gravity separating devices located outdoors shall be covered and bermed to prevent the inflow of storm water.
- (h) If the District finds that a grease interceptor or gravity separating device installed prior to the effective date of this Code is incapable of adequately capturing and retaining the grease, sand and/or oil in the wastewater effluent, then the District may require the user to install an adequate grease interceptor or gravity separating device. The District shall provide at written notice to the user that an adequate grease interceptor or gravity separating device is required, which shall be installed

at the user's sole cost and expense and within a time period specified in the written notice from the District.

- (i) Discharges from commercial grinders must be treated independently of any grease interceptor, at the owner's expense, to reduce the suspended solids daily flow and/or objectionable characteristics or constituents in order to comply with the limits contained in this Chapter 6.

#### 6.12 Inspection, Sampling and Reporting Requirements for the Permittee.

- (a) Within 180 days after the effective date of an EPA pretreatment Categorical Standard, or within 180 days after the final administrative decision made upon a category determination pursuant to 40 C.F.R. section 403.6(a)(4), whichever is later, Existing Users subject to such Categorical Standards and currently discharging to the POTW shall submit to the District a baseline monitoring report that contains all of the information detailed in Section 6.12.2. At least 90 days prior to the commencement of Discharge, New Sources, and sources that become Categorical Users subsequent to the promulgation of an applicable Categorical Standard, shall be required to submit to the District a baseline monitoring report which contains all of the information detailed in Section 6.12.2. New Sources also shall be required to include in this report information on the method of pretreatment that the New Source intends to use to meet Pretreatment Standards.
- (b) Each baseline monitoring report shall include the following information:
  - (i.) **Identifying Information.** The name and address of the facility, including the name(s) of the owner(s) and operator(s).
  - (ii.) **Environmental Permits.** A list of any environmental control permits held by or for the facility.
  - (iii.) **Description of Operations.** A brief description of the nature of the operations, average rate of production of goods (if applicable), and Standard Industrial Classifications of the operation(s) carried out by the Existing Source, New Source, or source that becomes a Categorical User subsequent to the promulgation of an applicable Categorical Standard. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.
  - (iv.) **Flow Management.** Information showing the measured average daily and maximum flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary to allow use of the combined waste stream formula

set forth in 40 CFR section 403.6(e). New Sources, and sources that become Categorical Users subsequent to the promulgation of an applicable Categorical Standard, may estimate this information

- (v.) Measurement of Pollutants. The report shall contain the following information:
  - (vi.) The Categorical Standard applicable to each regulated process; and
    - 1. The results of sampling and analysis identifying the nature and concentration of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long-term average concentrations shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set forth in this Code. Existing Users shall take at least one representative sample to comply with these requirements. The sample shall be taken directly downstream from the POTW. New Sources, and sources that become Categorical Users subsequent to the promulgation of an applicable Categorical Standard, may estimate this information if operations have not yet commenced.
  - (vii.) Certification. A statement reviewed and certified by the Industrial User's responsible officer or other authorized representative that indicates whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operations and maintenance and/or pretreatment is required to meet the pretreatment standards and requirements.
  - (viii.) Compliance Schedule. If additional pretreatment and/or O&M is required, the shortest schedule, designed in accordance with Section 6.12.5 of this Code, by which the Industrial User will provide such additional pretreatment and/or operations and maintenance. The completion date in the schedule shall not be later than the compliance date established for the applicable pretreatment standard.
- (c) Any Industrial User that is required to obtain a permit under this Code and performs self-monitoring shall comply with all applicable requirements in 40 C.F.R. section 403.12 and submit to the District during the months of June and December, unless required more frequently by the District, a report indicating the nature of the effluent over the previous reporting period. The frequency of monitoring shall be prescribed in the permit issued by the District, but in no case shall monitoring be required less than twice each year. The Director of Utilities may modify the months during which these reports are to be submitted.
- (d) The report submitted pursuant to Section 6.12.3 shall include a record of the concentrations of the pollutants listed in the permit, actual or estimated maximum and average daily flow

measurements taken at sampling locations, and any additional information required by the permit or by the Director of Utilities. If an Industrial User sampled more frequently than what was required, the Industrial User must include all results of sampling during the reporting period.

- (i.) If the Industrial User is subject to a Categorical Standard that requires implementation of BMPs, the Industrial User shall include with its report all documentation required by the Director of Utilities to determine compliance with the applicable BMP.
  - (ii.) Any Industrial User subject to equivalent mass or concentration limitations established by the District, or by unit production limits specified in the applicable Categorical Standard, shall report production data as required by Section 6.12.2, which shall include the Industrial User's actual average production rate for the reporting period.
  - (iii.) If the District calculated limits to factor out dilution flows or nonregulated flows, the Industrial User shall be responsible for providing flow measurements from the regulated process flows, dilution flows, and non-regulated flows.
  - (iv.) Flows shall be reported on the basis of actual measurement, provided, however, the District may accept reports of average and maximum flows estimated by verifiable techniques if the District determines an actual measurement is not feasible.
  - (v.) Discharges sampled shall be representative of the Industrial User's daily operations, and samples shall be taken in accordance with the requirements specified in Section 6.13.2 of this Code.
- (e) Where a compliance schedule is required under Section 6.12.2 (g), the schedule shall be designed in accordance with 40 CFR section 403.12(c) as follows:
- (i.) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the Industrial User to meet the applicable Categorical Standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contracts for major components, commencing construction, completing construction, etc.);
  - (ii.) No increment referred to in subparagraph (a) shall exceed nine (9) months; and

- (iii.) Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the Industrial User shall submit a progress report to the District including, at a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with the increment of progress, the reason for the delay, and the steps being taken by the Industrial User to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports.
  
- (f) Within ninety (90) days following the date for final compliance by an Existing User with the applicable Pretreatment Standards and Requirements set forth in this Code, in Federal Categorical Standards, or in a permit, or in the case of a New Source or New User considered by the District to fit the definition of a Industrial User, within ninety (90) days following the commencement of the introduction of wastewater into the POTW, the Industrial User shall submit to the District a final compliance report.
  - (i.) Flow Measurement.  
For Industrial Users, this may include the average daily and maximum daily flow, in gallons per day, to the POTW from the total process flow, wastewater plant flow, total plant flow, individual manufacturing process flow, manufacturing process flow and/or any other flow as required by the Director of Utilities.
  
  - (ii.) Measurement of Pollutants  
Industrial User shall identify the applicable Pretreatment Standard for each regulated or manufacturing process, and report the results of sampling, and provide an analysis identifying the nature and concentration of regulated pollutants set forth in this Chapter 6 in the Discharge from each regulated or manufacturing process, including daily maximum and average concentrations. The sampling shall be representative of daily operations and shall conform to the sampling and analytical procedures outlined in Sections 6.13.2 and 6.13.3 of this Code. The Industrial User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this subparagraph. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR section 403.6(e) for a Categorical Industrial User, this adjusted limit along with supporting data shall be submitted as part of the final compliance report.
  
  - (iii.) Certification.  
The Industrial User shall indicate whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operations and maintenance and/or additional pretreatment is required for the Industrial User to meet the applicable Pretreatment Standards and Requirements. This information shall be

accompanied by the following statement and shall be signed by an Industrial User's authorized representative:

"I certify under penalty of perjury under the laws of the State of California that this document and all its attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, if not myself, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

- (iv.) For an Industrial User subject to equivalent mass or concentration limits established by the District in accordance with procedures established in 40 CFR section 403.6(c), this final compliance report shall contain a reasonable measure of the Industrial User's long-term production rate. For all other Industrial Users subject to Categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), the final compliance report shall include the Industrial User's actual production during the appropriate sampling period.
- (g) Any Industrial User operating under a permit incorporating equivalent mass or concentration limits shall notify the District within two business days after the Industrial User has a reasonable basis to know that the production level will significantly change within the next calendar month. Any Industrial User not providing a notice of such anticipated change will be required to comply with the existing limits contained in its permit.
- (h) Any Industrial User or person operating under a permit shall notify the District and Regional Water Quality Control Board immediately of all discharges that could cause problems to the POTW, including any Slug Loads, as defined in this Code. The notification shall include the concentration and volume and corrective action. Steps being taken to reduce any adverse impact also should be noted during the notification. Any Industrial User or person operating under a permit who discharges a Slug Load of pollutants shall be liable for any expenses, losses, or damages to the District, in addition to the amount of any fines imposed on the District under state or federal law.
- (i.) If sampling performed by the Industrial User indicates a violation, the Industrial User shall notify the District and the Regional Water Quality Control Board within 24 hours of becoming aware of the violation. The Industrial User also shall repeat

the sampling within 5 days and submit the results of the repeat analysis to the District and the Regional Water Quality Control Board within 30 days after becoming aware of the violation.

- (ii.) If sampling performed by the District or the Regional Water Quality Control Board indicates a violation, it shall perform repeat sampling and analysis within 5 days, unless it notifies the Industrial User of the violation and requires the Industrial User to perform the repeat sampling and analysis.
- (iii.) Repeat sampling shall not be required if:
  1. The District or the Regional Water Quality Control Board performs the periodic sampling at the Industrial User at a frequency of at least once per month; or
  2. The District or the Regional Water Quality Control Board performs sampling at the Industrial User after the initial sampling but before the Industrial User or the District or the Regional Water Quality Control Board receives the results of this initial sampling.
- (i) All Industrial Users shall promptly notify the District or Regional Water Quality Control Board in advance of any substantial change in the volume or character of pollutants in their discharge, including significant manufacturing process changes, pretreatment modifications, or in the listed or characteristic hazardous wastes for which the Industrial User has submitted initial notification under 40 CFR section 403.12(p).
- (j) The District reserves the right to require any User that discharges to the POTW to provide appropriate reports, even though the User may not be required to obtain a permit under this Code.
- (k) Industrial Users subject to the reporting requirements of this Section 6.12 shall retain and make available for inspection and copying all records of information obtained pursuant to any monitoring activities required by this Section 6.12 and any additional records of information obtained pursuant to the monitoring activities undertaken by the Industrial User independent of such requirements. Records shall include: the date, exact place, method and time of sampling and the name of the person(s) taking the samples; the dates that analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses including documentation associated with BMPs. These records shall be retained for a period of at least three years. This period shall be automatically extended for the duration of any litigation concerning the Industrial User or the District, or where the Industrial user has been specifically notified of a longer retention period by the District, the Regional Water Quality Control Board, or the EPA.

6.13. Inspection to Ensure Compliance.

- (a) The District shall be permitted to inspect the facilities of any Industrial User to ascertain whether the purpose of this Chapter 6 is being met and all requirements are being met. Persons or occupants of the premises where wastewater is created or where a discharge occurs shall allow the District or its representatives access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, record examination, or in the performance of any of their duties. The District, Regional Water Quality Control Board and EPA shall have the right to set up on the Industrial User's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations. Where an Industrial User's security measure is in force which would require proper identification and clearance before entry on the premises, the Industrial User shall make necessary arrangements with its security staff so that, upon presentation of suitable identification, personnel from the District, Regional Water Quality Control Board and/or EPA, will be permitted to enter, without delay, for the purposes of performing their specific duties.
- (b) If the District has been refused access to a building, structure or property, or any part thereof and is able to demonstrate probable cause to believe there may be a violation of this Chapter 6, or that there is a need to inspect as part of a routine inspection program of the Agency designed to verify compliance with this Chapter 6, or any Permit or order issued hereunder, or to protect the overall public health, safety and welfare, then the District shall seek issuance of an inspection warrant from the San Luis Obispo County Superior Court. Such warrant shall be served at reasonable hours by the District, pursuant to applicable state law.
- (c) No person shall willfully or negligently break, damage, destroy, uncover, deface, tamper with, or prevent access to any structure, appurtenance or equipment, or other part of the POTW. Any person found in violation of this requirement shall be subject to the sanctions set forth in this Code.

6.13.1 Pollutant Analyses.

- (a) All pollutant analyses, including sampling techniques, shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable Categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by the EPA.



- (b) Grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds. For all other pollutants, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques, unless time proportional composite sampling or grab sampling is authorized by the District. The samples must be representative of the discharge and the decision to allow the alternative sampling must be documented in the Industrial User file for that facility or facilities. Using protocols specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during the 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides, the samples may be composited in the laboratory; composite samples for other parameters unaffected by compositing procedures, as documented in approved EPA methodologies, may be authorized by the District or the Regional Water Quality Control Board, as appropriate.
- (c) For sampling required in support of baseline monitoring and 90 day compliance reports, a minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the District may authorize a lower minimum. For reports required by 40 CFR section 403.12(e) and (h), the District shall require the number of grab samples necessary to assess and assure compliance by the Industrial Users with applicable Pretreatment Standards and Requirements.
- (d) Samples shall be taken immediately downstream from pretreatment facilities, if such exist, immediately downstream of regulated or manufacturing processes if no pretreatment exists, or at a location determined by the District and specified in the Industrial User's permit. If other wastewater is mixed with the regulated wastewater prior to pretreatment, the Industrial User shall measure the flows and concentrations necessary to allow the use of the combined waste stream formula in 40 CFR section 403.6(e) in order to evaluate compliance with the applicable categorical Pretreatment Standards. For other Industrial Users for which the District has adjusted its local limits to factor out dilution flows, the Industrial User shall measure the flows and concentrations necessary to evaluate compliance with the adjusted Pretreatment Standard(s). All sample results shall indicate the time, date and place of sampling, and methods of analyses and shall certify that the waste stream sampled is representative of normal work cycles and expected pollutant discharges from the Industrial User. If an Industrial User sampled and analyzed more frequently than what was required in its permit, using methodologies in 40 CFR Part 136, it must submit all results of sampling and analysis of the discharge as part of its self-monitoring report.

#### 6.13.2 Industrial User Monitoring Facilities.

- (a) Industrial Users shall, at their own expense, provide and operate monitoring facilities to allow inspection, sampling and flow measurement of the building sewer and/or internal drainage systems. The monitoring facility should normally be situated on the Industrial User's premises, but the District may, when such a location would be impractical or cause undue hardship on the Industrial User, allow the facility to be constructed in the public street or sidewalk, provided it is located so that it will not be obstructed by landscaping or parked vehicles and provided the Industrial User applies for and obtains all required permits.
- (b) There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, and sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition at the Industrial User's expense.
- (c) Where constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the District's requirements and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the District.

#### 6.14 Confidential Information.

- (a) Information and data on an Industrial User obtained from reports, surveys, permit applications, permits, and monitoring programs, and from the District inspection and sampling activities shall be available to the public without restriction, unless the Industrial User specifically requests and is able to demonstrate to the satisfaction of the District that the release of such information would divulge information, processes or methods of production entitled to protection as a trade secret under applicable state law.
- (b) When requested and demonstrated by the Industrial User furnishing the report that such information should be held confidential, the portions of the report which might disclose trade secrets or secret processes shall not be made available to the public, but shall be made available immediately, upon request to governmental agencies for uses related to the District's waste discharge requirements or this Chapter 6, or in enforcement proceedings involving the Industrial User furnishing the report.
- (c) Notwithstanding subparagraphs 6.14.2 and 6.14.3, wastewater constituents and characteristics and other "effluent data" do not constitute confidential information and will be available to the public without restriction.

6.15 Enforcement.

6.15.1 Administering, Implementing and Enforcing the Provisions of Chapter 6.

- (a) The General Manager shall administer, implement and enforce the provisions of this Chapter 6. Any ministerial authorities granted to or duties imposed upon the General Manager may be delegated by him to person(s) acting in the employment of or under contract to the District.
- (b) The District may enter upon the private property of any person within the jurisdiction of the District in order to investigate possible violations of this Code. As authorized by law, District representatives shall carry evidence establishing their position as authorized representatives of the District, and, upon presentation and exhibiting these proper credentials and identification, be permitted to enter in and upon all buildings and premises within the District for the purpose of inspection, observation, measurement, sampling, testing, or otherwise performing such duties as may be necessary in carrying out this Chapter 6.
- (c) A violation of any provision of this Chapter 6 is a misdemeanor pursuant to Health and Safety Code section 6523. The remedies that the District may seek for violation of its pretreatment requirements and this Chapter 6 include, but are not limited to, the following:
  - (i.) The District may seek an injunction and/or civil penalties of up to \$25,000 per violation, per day of violation by filing a petition in the San Luis Obispo County Superior Court pursuant to Government Code section 54740, or the District may issue its own administrative complaint and impose civil penalties of up to \$5,000 per violation, per day of violation by following the procedures set forth in Government Code section 54740.5.
  - (ii.) The District may discontinue sewer service to a user violating this Chapter 6, as set forth in Section 6.15.3, or revoke a Permit pursuant to Section 6.15.4.
  - (iv.) The District may file a criminal complaint with the San Luis Obispo County District Attorney or other appropriate law enforcement official.
- (d) In order to enforce the provisions of this Chapter 6, the District may correct any violation hereof. The cost of such correction (including but not limited to any fines or other costs imposed on the District by any Federal or State agency or court) shall be payable by the person violating this Chapter 6 or by the owner or tenant of the property upon which the violation occurred, and such cost may be added to any sewer service charge payable in connection with the property. The District shall have such remedies for the collection of

such costs as it has for the collection of user charges, in addition to any other remedies provided by this Code or by law.

- (e) Each of the enforcement remedies available to the District as specified herein shall be non-exclusive and may be asserted cumulatively and in addition to, or in lieu of, any other remedy available to the District under law.

#### 6.15.2 Suspension of Wastewater Treatment Service.

- (a) The District may suspend the wastewater treatment service and/or a Wastewater Discharge Permit when such suspension is necessary, in the opinion of the District, in order to stop an actual threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment, cause interference to the POTW, or cause a violation of any waste discharge requirements prescribed by the Regional Water Quality Control Board.
- (b) Any person notified of a suspension of its wastewater treatment service and/or the Wastewater Discharge permit shall immediately stop or eliminate the contribution. In the event of a failure of the person to comply voluntarily with the suspension order, the District shall take such steps as deemed necessary including, but not limited to, immediate severance of the sewer connection, to prevent or minimize damage to the POTW system or endangerment to any individuals. The District shall reinstate the Wastewater Discharge permit and/or the wastewater treatment service upon proof of the elimination of the non-complying discharge. A detailed written statement submitted by the Industrial User describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the District within 15 days after the date of occurrence.

#### 6.15.3 Revocation of Wastewater Discharge Permit.

- (a) The District has sole and complete discretion to revoke the permit of any User who violates this Code and/or any applicable state and/or federal laws and/or regulations. Violations that may result in revocation of a permit issued under this Code include, but are not limited to, the following:
  - (i) Misrepresentation or failure of an Industrial User to factually report the wastewater constituents and characteristics of his discharge;
  - (ii) Failure of the Industrial User to report significant changes in operations, systems, or wastewater constituents and characteristics prior to the changed discharge;

- (iii) Falsifying self-monitoring reports and certification statements;
- (iv) Refusal of reasonable access to the Industrial User's premises and records for the purpose of inspection or monitoring;
- (v) Violation of any Pretreatment Standard or Requirement, or of any terms of the industrial wastewater discharge permit or of this Code;
- (vi) Tampering with monitoring equipment;
- (vii) Failure to provide advance notice of the transfer of business ownership of a permitted facility;
- (viii) Failure to pay fines; or
- (ix) Violation of any Pretreatment Standard or Requirement, any term of the Wastewater Discharge permit issued by the District, or any provision of this Code.

- (b) A Wastewater Discharge permit is voidable upon cessation of operations. Any Wastewater Discharge permit issued for a particular Industrial User is void upon the issuance of a new permit to that Industrial User.

#### 6.15.4 Enforcement Mechanisms for Industrial Users

- (a) Whenever the District finds that any Industrial User has violated or is violating this Chapter 6, the District may serve upon such person a written notice of violation. The written notice of violation shall state the nature of the violation and provide a reasonable time for the satisfactory correction thereof. The notice of violation may set forth a compliance schedule with specific actions the Industrial User shall take in order correct the violation and/or prevent the recurrence of the violation. In addition, the notice may require inspections or sampling and may impose other requirements the General Manager deems necessary.
- (b) In the event that an Industrial User discharges wastewater in violation of this Chapter 6, the District may assess a charge against the responsible person for the work required to clean and/or repair facilities owned or used by the District, additional operating and maintenance costs and all direct and indirect costs the District associated with the Industrial User's violation. Such a charge may be collected in any manner authorized by this Code or by law.

#### 6.16 Accidental Discharges.

Each Industrial User shall provide protection from accidental discharge of prohibited materials or other substances regulated by this Code. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the Industrial User's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the District for review and shall be approved by the District before construction of the facility. No Industrial User who commences contribution to the POTW after the effective date of this Code shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the District. Review and approval of such plans and operating procedures shall not relieve the Industrial User from the responsibility to modify the Industrial User's facility as necessary to meet the requirements of this Code. In the case of an accidental discharge, it is the responsibility of the User to immediately telephone and notify the POTW of the incident. The notification shall include location of discharge, type of waste, concentration and volume and corrective actions.

- (a) Within five days following an accidental discharge, the Industrial User shall submit to the District a written report describing the cause of the discharge and the measures to be taken by the Industrial User to prevent similar future occurrences. Such notification shall not relieve the Industrial User of any expense, loss, damage or other liability which may be incurred as a result of damage to the POTW, fish kills or any other damage to person or property; nor shall such notification relieve the Industrial User of any fines, civil penalties or other liability which may be imposed by this Code or other applicable law.
- (b) A notice shall be permanently posted on the User's bulletin board or other prominent place advising employees whom to call in the event of a dangerous discharge. Employers shall insure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.

#### SECTION 7: RESERVED

## SECTION 8: SEWER AVAILABILITY & WILL SERVE COMMITMENTS

### 8.1 No Service Outside District Boundaries.

The District shall not accept applications for sewer will serve commitments or applications for sewer service outside its boundaries, unless there is an Annexation of that territory into the District's jurisdiction. When Annexation has begun, commitments may be issued, and service may be provided pursuant to Section 8.3.4 and as otherwise may be decided by the Board.

### 8.2 Sewer Availability Letter.

Upon receiving a written request, the District shall issue a letter giving the current status of sewer availability to a project or parcel of land. This letter will state, in general terms and without making a commitment to serve the project or parcel, whether the project or parcel is within the boundaries of the District, if sewage treatment capacity is currently available to serve the project or parcel, and under what conditions service would be made available. The District will attempt to identify potential problems that may be associated with making sewer service available to the project or parcel.

### 8.3 Application for a Will Serve Commitment.

#### 8.3.1 Information Required of the Applicant.

- (a) Any person desiring a will serve commitment for sewer service for a subdivision, final map, development plan, site plan, plot plan or premises shall submit an application to the District on a form and in such manner as determined by the District. At a minimum, said application shall include the following information:
- (i) Date of application;
  - (ii) Name, address, and telephone number of owner and agent of the subject premises;
  - (iii) Location and legal description of the subject premises, number of lots to be served, and proposed zoning;
  - (iv) Number of expected sewer units of use for each expected lot, and size and number of water meters for needed water service;
  - (v) Date that water and/or sewer service is expected for all or any part of the subject premises;

- (vi) Purpose for which sewer service will be used;
  - (vii) Such other information as District may reasonably require.
- (b) The District shall be notified by the applicant of any change in the information provided above within thirty (30) days after such change.
- (c) If an agent will act for the owner of the subject premises in matters concerning the application, the agent shall submit to the District written evidence of such agency and authority, having a notarized signature of the owner of the subject premises.

### 8.3.2 Determination of Sewer Availability.

Upon the furnishing of the information required in Section 8.3.1 above, the District shall determine within sixty (60) days whether or not there is available sewage treatment capacity to serve the subject premises at the time of application.

- (a) If the determination is affirmative, then the District will so notify the applicant.
- (b) If the District determines there is not available sewage treatment capacity to serve the premises at the time of application, then the application shall be denied without prejudice and placed on the District's waiting list. At the time sewage treatment capacity becomes available to serve the subject premises on the waiting list, the applicant and his/her successor shall be so notified and, if the applicant or his/her successor still desires sewer service, the application that was denied without prejudice shall be reconsidered and the District shall follow the procedures set forth in Sections 8.3.3 to 8.3.11.

### 8.3.3 Deposits.

- (a) **Deposits Required for Non-Discretionary Projects.** For any application for a will serve commitment which is not required by the County in connection with any discretionary approval of a project for the subject premises, such as a tentative map, development plan, use permit, site plan or plot plan, the applicant shall deposit with the District within thirty (30) days after the date of the notice referenced in Section 8.3.2, the full amount of the sewer hook-up fees in effect at the time of the notice. On the date of such payment, the application for a will serve commitment shall be deemed complete.
- (b) **Deposit Reunited for Discretionary Projects.** With respect to applications for will serve commitments that will be submitted to the County in connection with the discretionary approval of a project for the subject premises, such as a tentative map, site plan, use permit,



development plan or plot plan, the applicant, within thirty (30) days after the date of the notice provided in Section 8.3.2, shall submit proof from the County that the County has accepted the applicant's application for a tentative map, development plan, site plan, use permit, plot plan or other project approval application for the subject premises ("County Accepted Application") and shall deposit one hundred percent (100%) of the sewer hook-up fees due for the units of use applied for consistent with the County Accepted Application. The amount of the hook-up fees due shall be based on those in effect at the time of the payment. As of the date of such submission and deposit with the District, the application for a will serve commitment shall be deemed complete. The deposit is nonrefundable, except as provided in Section 8.3.9 below.

#### 8.3.4 Issuance of Will Serve Commitment.

- (a) Issuance of Will Serve Commitments for Non-Discretionary Projects. With respect to an application for a will serve commitment which is not required by the County in connection with any discretionary approval of a project for the subject premises, the District shall issue to the applicant a will serve commitment for the subject premises upon receipt of the deposit submitted pursuant to Section 8.3.3(a) and compliance with any other requirements of the District. The will serve commitment shall obligate the District to provide sewer service to the premises to the extent that sewer service applications for such premises propose no more units of water use than are stated for such premises in the application for the will serve commitment. There shall be no time limit on the commitment.
- (b) Issuance of Will Serve Commitments for Discretionary Projects.
  - (i) With respect to applications for will serve commitments that will be submitted to the County in connection with the discretionary approval of a project for the subject premises, the District shall issue the applicant a will serve commitment for such premises upon payment of the deposit, submission of proof of the County Accepted Application and compliance with any other requirements of the District. The will serve commitment shall be effective for four years from the date of its issuance and its continued validity shall be subject to County approval of the project for the subject premises within said four-year period. If County approval of the project, such as a final or parcel map, site plan, use permit, development plan or plot plan, for the subject premises does not occur within the said four-year period, then the will serve commitment shall be forfeited. The applicant shall be entitled to request a refund of deposited hook-up fees pursuant to the provisions of Section 8.3.9. If County approval of the project occurs within said four-year period, then the will serve commitment shall remain in effect consistent with the County approval.

- (ii) If the County Accepted Application is withdrawn, expires, is denied or fails for any reason in whole or in part, then the units of use in the will serve commitment no longer required for the project, as described in said County Accepted Application, because of the withdrawal, expiration, denial or other failure, shall be deemed forfeited and relinquished to the District as of the date of such withdrawal, expiration, denial or other failure. Refunds of money deposited on units of use so forfeited and relinquished shall be refunded in accordance with Section 8.3.9 below.
- (iii) If County approval of the project reduces the number of units of use required for the subject premises from that stated in the County Accepted Application, then those units not so approved shall be forfeited and relinquished to the District as of the date of the County approval. Refunds of money deposited on units of use so forfeited and relinquished shall be refunded in accordance with Section 8.3.9 below.
- (iv) Upon forfeiture of a will serve commitment, the applicant must apply for a new will serve commitment for the subject premises in accordance with District rules, regulations and ordinances.
- (v) The will serve commitment issued pursuant to this Section 8.3.4 shall obligate the District to provide sewer service to the subject premises. to the extent that applications for sewer service to any portion or all of the subject premises propose no more units of use than such are stated for such premises in the application for the will serve commitment consistent with the County approval.

#### 8.3.5 Public Interest Variance Applicant Dedication of Additional Sewage Treatment Capacity.

The Board may consider and allow exceptions to Section 8.5's allocation scheme and priorities at times when the District does not have available sewage treatment capacity, if the Board finds that an applicant can provide the District with sewage treatment capacity sufficient to meet the sewer service demands of the applicant's development. A will serve commitment for new or additional sewer service connections under this Section 8.3.5 will be issued by the District only after the District and the applicant have executed a contract in a form acceptable to the District whereby the applicant firmly commits and binds itself to provide and dedicate to the District the additional sewage treatment capacity, such capacity is constructed and can be utilized by the District, and the applicant complies with all other provisions of this Code concerning issuance of will serve commitments, unless the District determines otherwise.

### 8.3.6 Public Interest Variance, Service to Public Agencies.

- (a) If, at any time, a public agency applies for sewer service for one of its facilities when the District does not have sewage treatment capacity available, then the application of such public agency shall be placed at the top of the District's then existing waiting list. If more than one public agency applies for sewer service when the District does not have sewage treatment capacity available, then those applicants shall be considered in accordance with the priority date of each completed application; and when sewage treatment capacity becomes available, it shall be allocated in accordance with such priorities. This subdivision shall apply to any need of the District for sewer service to one of its facilities.
- (b) The Board finds that the above provisions serve valid public purposes and are necessary in order to provide assistance to other governmental entities to allow the carrying out of public services and functions within the District and to make such services more available, responsible, efficient and effective for the inhabitants of the District.

### 8.3.7 Highest Priority Sewer Service for Low Income Housing.

- (a) If, at any time, a proposed development that includes housing units affordable to lower income households, as defined in Government Code Section 65589.5, subdivision (h)(3), applies for sewer service when the District has insufficient sewer treatment or collection capacity, as demonstrated by a written engineering analysis and report on the condition of the treatment or collection works, or when the District is subject to a Water Quality Control Board order prohibiting new sewer connections, then the application of such proposed low income housing shall be placed at the top of the District's then existing waiting list. If more than one proposed development that includes housing units affordable to lower income households applies for sewer service when such service cannot be provided for the aforementioned reasons, then those applicants shall be considered in accordance with the priority date of each completed application; when sewer capacity becomes available, it shall be allocated in accordance with such priorities.
- (b) This priority shall take precedent over any other public interest variance.

### 8.3.8 Will Serve Commitments and Applications for Sewer Service for Guesthouses and Secondary Dwellings.

- (a) A secondary dwelling shall be subject to the provisions respecting will serve commitments and applications for service and to all other provisions of this Code.
- (b) Upon application to the District in the forms provided for in Section 8.3, a guesthouse shall be entitled to a will serve commitment and sewer service from the District without payment

of any hook-up fees or the need for a sewer unit of use and shall not otherwise be subject to the provisions of this Code, on condition that the primary residence, through whose meter the guesthouse will receive water service, has allocated to it a valid sewer unit of use. Except as otherwise specifically provided for herein, a guesthouse shall be subject to District rules, regulations, resolutions and ordinances governing sewer and water service.

### 8.3.9 Refunds of Hook-up Fees.

No refunds on sewer hook-up fees paid shall be allowed, except under the following circumstances:

- (a) With respect to hook-up fees paid pursuant to Section 8.3.3(a) above, an applicant shall be entitled to a refund of hook-up fees paid for any unit of use no longer required, less five percent (5%) of the hook-up fees in effect at the time of the request; provided that in no event shall the total amount deducted from any refund request exceed \$2,000. The applicant shall make such request in writing prior to commencement of service with respect to any unit of use no longer required. The District shall make the refund in accordance with subdivision (c) below. The District finds that it incurs certain administrative costs with respect to the processing of applications for will serve commitments and requests for refunds, and that five percent (5%) of the total hook-up fees for each unit of use applied for and for which a refund request is made reasonably covers the District's costs incurred in such processing.
- (b) With respect to hook-up fees paid pursuant to Section 8.3.3(b) above, the applicant may request a refund of the hook-up fees paid for any unit of use no longer required by the applicant, as long as a written request therefore is made prior to County approval of the County Accepted Application. If the total amount of the hook-up fees due on the units of use no longer needed has not been fully paid, then the amount of the refund shall be equal to the amount of hook-up fees paid on the units of use no longer required less five percent (5%) of the total amount of hook-up fees which would be due on those units of use as of the date of the request; provided that in no event shall the total amount deducted from the refund request exceed \$2,000. If the total amount of the hook-up fees due on the units of use no longer needed has been paid, then the amount of the refund shall be equal to ninety-five percent (95%) of the paid hook-up fees for those units of use; provided that in no event shall the total amount deducted from the refund request exceed \$2,000. All refunds shall be made in accordance with subdivision (c) below. The District finds that it incurs certain administrative costs with respect to the processing of applications for will serve commitments and requests for refunds, and that five percent (5%) of the total hook-up fees for each unit of use applied for and for which a refund request is made reasonably covers the District's costs incurred in such processing.

- (c) Upon the timely submittal of a request for refund, the District shall make the units of use no longer required available to the next applicant for a will serve commitment consistent with such applicant's application. Within five (5) business days after the date of the District's notice of availability of such units, the next applicant shall provide the District with written notice as to the acceptance of all or any portion of the units made available. The applicant shall pay one hundred percent (100%) of the hook-up fees due on the accepted units within fifteen (15) business days after the date of the District' notice referenced above. The amount of the hook-up fees due shall be based on the sewer hook-up fees in effect at the time of the payment for the accepted units. Upon payment of the hook-up fees due, the District shall make the refund due, as provided in (a) and (b) above, within ten (10) business days after the date of receipt of the payment.
- (d) If the next applicant does not accept all or any portion of the units made available to him or her pursuant to subdivision (c), then the applicant shall retain his or her position on the waiting list with respect to any units covered by his or her application and not accepted pursuant to the notice if availability.
- (e) If the next applicant's application for a will serve commitment will be submitted to the County in connection with the discretionary approval of a project for the subject premises, as specified in Section 8.3.3(b), and the applicant has deposited the required amount of the hook-up fees for all of the units of use requested in the applicant's application, then the applicant shall have six (6) months from the date of the applicant's last deposit of hook-up fees to submit proof of submission of a County Accepted Application. As of the date of such submission, the application for a will serve commitment shall be deemed complete. Thereafter, the District shall issue a will serve commitment consistent with the provisions of Section 8.3.4(b). If the applicant fails to timely submit proof of submission of the County Accepted Application, then the District shall refund the amount deposited pursuant to Section 8.3.9(c) without interest and the applicant will be removed from the waiting list and will have to reapply for a will serve commitment in accordance with District rules, regulations and ordinances. Further, any units of use previously accepted and paid for by the applicant shall be forfeited and shall revert to the District as of the date of the deadline for submission of proof of submittal of a County Accepted Application. Refunds of money paid on such forfeited units of use shall be refunded in accordance with Section 8.3.9(b).

#### 8.3.10 Request for More Units of Use.

If an applicant for a will serve commitment for any premises requests additional units of use for such premises over that amount stated in the initial application after the will serve commitment has been issued, then the applicant shall reapply for such additionally requested units of use in accordance with the provisions of this Section 8.3.

### 8.3.11 Non-Transferability of Will Serve Commitments.

The sewer units of use set forth in a will serve commitment issued to premises described in an application for a will serve commitment shall not be transferable to any other premises; provided, however, that if adjacent lots under one legal ownership are combined into one legal lot by virtue of a lot line adjustment or other means, units of use committed to any one of said adjacent lots can be used anywhere on the newly created combined legal lot.

## 8.4 Applications for Sewer Service.

### 8.4.1 Information Required.

- (a) Each applicant for sewer service shall be required to sign an application form, provided by the District, which, at a minimum, will set forth:
- (i) Date of application;
  - (ii) Names, addresses and telephone numbers of the owner, agent, and the customer, who is the person to whom District bills shall be mailed;
  - (iii) Legal description (Assessor's Parcel No.(s)) of premises to be served;
  - (iv) The number and size of meters required for requested services;
  - (v) Date applicant will be ready for service;
  - (vi) Whether the premises have been previously served by the District;
  - (vii) Purpose for which sewer service is to be used;
  - (viii) Whether sewer hook-up fees have been previously paid for such premises, and, if so, the amount of such fees, and the date that they were paid;
  - (ix) Number of sewer units of use required for the subject premises, as determined by the District upon information provided by the applicant; and
  - (x) Such other information as the District may reasonably require.
- (b) The District shall be notified by the applicant of any change in the information provided above within thirty (30) days after such change.

- (c) If an agent will act for the owner of the subject premises in matters concerning the application, the application shall so provide, and the agent shall submit to the District written evidence of such agency and authority, having a notarized signature of the owner of the subject premises.

#### 8.4.2 Service to Premises for Which Hook-Up Fees Have Already Been Paid.

If the application is for service to premises for which a will serve commitment is outstanding and effective, and the number of units of use applied for such premises do not exceed that stated in the will serve commitment, then a sewer service permit shall be issued for the premises upon submission of the information required in Section 8.4.1, payment of any applicable charges and compliance with other District rules and regulations governing sewer service. The permit shall not be transferable to other property. There shall be no time limit on the permit.

#### 8.4.3 Service to Premises for Which a Will Serve Commitment is Not Outstanding and Effective.

- (a) **Determination of Sewer Availability.** Once the applicant has supplied the information required in Section 8.4.1, the District shall determine within sixty (60) days whether there is sewer treatment capacity available to provide the requested service. If the determination is affirmative, then within sixty (60) days after such determination, the District shall notify the applicant to pay all applicable charges, including the requisite sewer hook-up fees in effect at the time of the notice, which shall be paid within sixty (60) days after the date of the request.
- (b) **Determination of Non-Availability.** If the District determines there is not available sewage treatment capacity to provide the required service at the time of application, then the application shall be denied without prejudice and placed on the District's waiting list. At the time sewage treatment capacity becomes available to serve the applicant on the waiting list, the applicant shall be so notified and, if the applicant still desires service, the application that was denied without prejudice shall be reconsidered, and the District shall proceed in accordance with the provisions of subdivision (a) above.
- (c) Once the applicant has supplied all of the information required pursuant to Section 8.4.1, has paid all applicable fees, and has otherwise complied with other District rules and regulations governing sewer service, then the application shall be deemed complete. The date of such completion shall be stated on the application. As of that date, the applicant shall be entitled to a sewer service permit for the service provided to the subject premises. There shall be no time limit on such permits. The permit shall not be transferable to other property.

#### 8.4.4 Refunds.

The applicant shall not be entitled to any refund of monies paid pursuant to this Section 8.4, except that the applicant shall be entitled to a refund of ninety-five percent (95%) of the hook-up fees paid for any unit of use no longer required by the applicant, if a request therefore is made in writing and is received by the District prior to commencement of service; provided that in no event shall the total amount deducted from any refund request exceed \$2,000. The District shall make the refund in accordance with Section 8.3.9(c). The Board finds that it incurs certain administrative costs with respect to the processing of applications for service and requests for refunds, and that five percent (5%) of the total hook-up fee for each unit of use applied for and for which a refund request is made reasonably covers the District's costs incurred in such processing.

#### 8.4.5 Property Owner's Liability.

Applicants for service to rental units may be the lessee or renter of the premises for which service is requested or may be the owner of said premises. Bills shall be mailed to the person designated as the customer on the application who shall be liable for payment of all District rates and charges, and shall otherwise be subject to the District ordinances, rules and regulations. In any situation where the lessee or renter is the designated customer for the premises to be served by the District, the owner of the premises so leased or rented shall guarantee payment of all District rates and charges incurred for service to his/her premises, shall otherwise be subject to District ordinances, rules and regulations, and shall be responsible jointly and severally with the designated customer for payment of any delinquent bill.

#### 8.4.6 Individual Liability for Joint Service.

Two or more parties who join in one application for service shall be jointly and severally liable for payment of bills. One person shall be designated on the application for receipt of the bills.

#### 8.4.7 Change in Applicant's Equipment.

Applicants desiring to make any material change in the size, character or extent of the equipment utilized in receiving District service, as such equipment is stated in the completed application for service, shall give the District advance written notice of the extent and nature of the change. If the proposed change requires more sewer units of use, then the applicant shall submit a new application for service and shall be subject to the availability of sewage treatment capacity at the time of such application, the payment of all applicable charges then in effect, and the District ordinances, rules and regulations then in effect.



#### 8.4.8 Sewer Service Only When No Water Supply and/or Facility Capacity Available.

- (a) Request for Sewer Service Only. An applicant may apply for a will serve sewer commitment or apply for sewer service only, and the District shall provide such commitment or service upon compliance with the applicable provisions for obtaining such commitments or service as provided in this Code, if the following conditions apply:
- (i.) The new construction or development on the subject premises does not require District water service; and
  - (ii.) The District has available sewage treatment capacity to serve the new construction or development.
- (b) Conditions of Will Serve Commitment Issuance.
- (i.) The issuance of a will serve commitment pursuant to this Section 8.4.8 shall be made notwithstanding a waiting list established for applicants who require both water and sewer service when water supply and/or facility capacity is not available, but sewage treatment capacity is available.
  - (ii.) Notwithstanding Section 8.3.4, a will serve commitment issued pursuant to this Section 8.4.8 shall be valid for ten (10) years. Upon the expiration of such period, the applicant may request renewal of such commitment. Such request shall be in the form of a new application for a will serve commitment. The application shall be treated the same as any other new application for a will serve commitment. For instance, it will be subject to any then existing waiting list established, shall be subject to the availability of sewage treatment capacity at the time of the application, and shall otherwise be subject to District ordinances, rules and regulations then in effect. However, with respect to hook-up fees, the applicant shall pay the difference between the hook-up fees in effect at the time of the notice given pursuant to Section 8.3.2 and the fees already paid.
- (c) Conditions for Providing Sewer Service.
- (i) The provision of sewage treatment service pursuant to this Section 8.4.8 shall be provided notwithstanding a waiting list established for applicants who require both water and sewer service when water supply and/or facility capacity is not available, but sewage treatment capacity is available.
  - (ii) Notwithstanding Sections 8.4.2 and 8.4.3 hereof, any permit issued on an application for sewer service shall be valid for two (2) years from the date of

issuance. Service shall commence to the subject premises within that two (2) year period. The applicant may request renewal of the permit. Such request shall be in the form of a new application for sewer service. The application shall be treated the same as any other new application for sewer service. For instance, it will be subject to any then existing waiting list established pursuant to Section 8.5 hereof, shall be subject to the availability of sewage treatment capacity at the time of the application, and shall otherwise be subject to District ordinances, rules and regulations then in effect. However, with respect to hook-up fees, the applicant shall pay the difference between hookup fees in effect at the time of the notice given pursuant to Section 8.3.2 and the fees already paid.

(d) Subsequent Need for Water Service.

If subsequent to the issuance of a will serve commitment or permit pursuant to this Section 8.4.8, an applicant requests water service before sewer service commences, then the will serve commitment or permit shall no longer be effective, as of the date of the request. The applicant shall be required to reapply for both water and sewer service in accordance with the provisions of this Code and the San Miguel Community Services District Water Code; provided, however, the applicant shall be credited for any hook-up fees paid.

8.4.9 Unauthorized Use of Sewer Permits.

- (a) The use of a permit for a lot or premises other than the lot or premises for which the permit was issued shall be considered an unauthorized usage and is prohibited.
  - (b) The use of a permit for a lot or premises which has more or different construction or an increased number of units of use than that for which the permit was issued shall be considered an unauthorized usage and is prohibited.
  - (c) The use of a permit for a lot or premises which has more shall be considered an unauthorized usage and is prohibited.
  - (d) The use of a permit for any lot or premises which has a different design as to its private sewer system, fixture units or facilities from that shown on the plans for which the permit was issued shall be an unauthorized usage and is prohibited.
- (e) District Remedies for the Unauthorized Use of Sewer Permits
1. The unauthorized use of a permit in a manner prohibited by subdivision (a) above imposes a different or greater demand upon the District's sewer system. Therefore, the owner must apply to the District for a new permit prior to the use of a lot or

premises for other than that specified in an existing permit, and/or to authorize more construction or an increase in the number of units of use specified in the existing permit. A person applying for a new permit must comply with all of the District's then existing rules and regulations concerning sewer service, including but not limited to, the availability of sewer treatment capacity and payment of any applicable fees and charges then in effect. Such compliance shall occur within 60 days of written notice from the District of the unauthorized usage. In the event that the owner fails to timely comply, the District may revoke the permit and the permittee shall be subject to the provisions of subdivision (c) below.

2. When the District determines that an unauthorized usage of a permit has occurred, the District may, in addition to all other enforcement devices set forth in this Code, demand that the unauthorized acts cease until such time as appropriate permits have been applied for and obtained, if available, and/or all appropriate fees and charges have been paid.

## 8.5 Sewer Allocation System.

### 8.5.1 Introduction.

Unless otherwise provided in this Chapter, the available sewage treatment capacity of the District shall be allocated and regulated in accordance with the policies, priorities and procedures set forth in this Section 8.5.

### 8.5.2 Sewer Service Waiting List for Applicants Who Require District Sewer Service.

The potential water users on the District's water service waiting list in existence at the time of adoption of this Code who also require sewer service shall also be included on a similar sewer service waiting list. The inclusion on the sewer list shall be in the same order as on the water service waiting list with the first on the water list becoming the first on the respective sewer list. The quantity of sewer service capacity needed to serve those developments on the water service waiting list included on the sewer list shall be that quantity required to provide adequate sewer service to the number of units of use in the proposed development, as determined by the District.

### 8.5.3 Allocation of Sewer Capacity.

When any newly developed sewage treatment capacity can be made available to new users, it shall be allocated first to those applicants on the waiting list who already have secured from the District all of the water units of use applied for by such applicants or have applied for a sewer will serve commitment only or sewer service only. Such allocation shall be based on the

applicant's priority on the waiting list and in accordance with the same procedures as a newly developed water supply source is allocated, except as otherwise provided in this Chapter. The District shall provide such applicants with a written notice of availability of units of use. If an applicant receives such a notice of availability, then, within ten (10) business days after the date of such notice, the applicant shall notify the District in writing whether the applicant will accept the units of use offered in the notice. The applicant shall pay one hundred percent (100%) of the hook-up fees due on the accepted units within 30 calendar days after the date of the District's written notice of availability. The amount of the hookup fees due shall be based on the sewer hook-up fees in effect at the time of the payment for the accepted units. If there is any remaining sewer capacity after completion of the allocation process addressed above, then such remaining capacity shall be allocated to all other applicants on the District waiting list based on their priority on that waiting list and pursuant to the above procedures.

- (a) If the applicant's application is for a sewer will serve commitment only which will be submitted to the County in connection with the discretionary approval of a project for the subject premises, as specified in Section 8.3.3(b), and the applicant has timely deposited the required amount of the hook-up fees for all of the sewer units of use requested in the applicant's application, then the applicant shall submit proof of submission of a County Accepted Application within ninety (90) days from the date that the applicant deposited the hook-up fees as required in Section 8.3.3(b) above. As of the date of such submission, the applicant's application for a will serve commitment shall be deemed complete. Thereafter, the District shall issue a will serve commitment consistent with the provisions of Section 8.3.4(b). If the applicant fails to timely submit proof of submission of the County Accepted Application, then the District shall refund the amount deposited pursuant to Section 8.3.9(c) without interest and the applicant will be removed from the waiting list and will have to reapply for a will serve commitment in accordance with District rules, regulations and ordinances. Further, any units of use previously accepted and paid for by the applicant shall be forfeited and shall revert to the District as of the date of the deadline for submission of proof of a County Accepted Application. Refunds of money paid on such forfeited units of use shall be refunded in accordance with Section 8.3.9(c).
- (b) If the applicant's application is for sewer service only or for a sewer will serve commitment only and the applicant is offered all of the sewer units of use requested or the balance needed by the applicant to complete his application but the applicant declines such offer or fails to timely deposit the required amount of the hook-up fees, the applicant shall be removed from the waiting list and will have to reapply for sewer service or a will serve commitment in accordance with District rules, regulations and ordinances. Any units of use previously accepted and paid for by the applicant shall be forfeited and shall revert to the District as of the date that the applicant declines the offer or fails to timely make the required deposit. Refunds of money paid on such forfeited units of use shall be refunded in accordance with Section 8.3.9(c).

- (c) After any waiting list is exhausted, then any remaining sewage treatment capacity shall be allocated on a first-come, first-served basis with the date of a completed application establishing the applicant's priority. If the District exhausts any newly developed sewage treatment capacity, then it shall reestablish a waiting list for all applicants.

#### 8.5.4 Allocation of Units of Use When a Lot Split Occurs and Payment of Increased Hook-Up Fees Related Thereto.

Upon the subdivision of a lot to which sewer units of use have been committed by the District, units of use so committed in excess of those required to serve any existing buildings or other structures on any of the newly created lots may be used on any of the other newly created lots; provided that upon application for service to such lots where such application is based on utilization of all or any portion of the excess units, the applicant shall pay the difference between the hook-up fees previously paid for such units of use and the hook-up fees in effect at the time of application for service.

### SECTION 9: FEES AND CHARGES.

#### 9.1 Purpose of Sewer Connection / Hook-up Fees and Charges

The sewer hook-up fees collected pursuant to this Section 9.1 shall be used and are needed to finance the District sewer capital facilities and will not be used for general revenue purposes.

##### 9.1.1 Sewer Connection Fees.

Each connector may be required to pay at time of application for service, at a rate established by District ordinance, fees for the following:

- (a) Fees for the inspection of the connection of the sewer line from the sewer lateral to the sewer main.
- (b) Additional fees for the inspection of the connection of the sewer line to any sewer lateral appurtenances including but not limited to clean-outs, grease traps, and backflow prevention devices.

##### 9.1.2 Residential Sewer Hook-up Fees. The sewer hook-up fee shall be set by board resolution.

### 9.1.3 Commercial, Industrial and Other Similar Sewer Hook-up Fees.

- (a) The sewer hook-up fee shall be per unit served and set by board resolution.
- (b) To determine the equivalent number of units of use for District commercial, industrial and other similarly situated customers, for purposes of calculating the amount of hook-up fees for such customers, the District shall establish a standard measure, using gallons (i.e. Metcalf & Eddy, Inc., Wastewater Engineering Treatment and Reuse (Fourth Edition).)

### 9.2 Application Fees.

When a person applies for a District sewer service permit, the applicant may be required to pay, at a rate established by District ordinance or resolution, fees for the following:

- (a) Application fee for the administrative costs involved in processing each application.
- (b) Inspection fees to cover the cost of field and structure inspection of the proposed construction.
- (c) Plan checking fees to cover the cost of reviewing all plans for compliance with District Standard Specifications and Drawings.
- (d) Any other necessary administrative, engineering and legal fees incurred by the District for work performed.
- (e) Any person who pays these fees and whose application expires or is canceled, withdrawn, voided, terminated or abandoned, whether voluntarily or involuntarily, shall not be entitled to a refund or credit of these fees.

### 9.3 Wastewater Contribution Fees.

It is the purpose of this Section 9.3 to provide for the recovery of costs from users of the District's sewer system for the implementation of the Wastewater Discharge permitting program described in Chapter 6.

### 9.3.1 Applicable Charges and Fees.

The District may adopt charges and fees that may include:

- (a) Fees for reimbursement of costs of setting up and operating the District's pretreatment program.
- (b) Fees for monitoring, inspection and surveillance procedures.
- (c) Fees for reviewing accidental discharge procedures and construction.
- (d) Fees for permit applications.
- (e) Fees for filing appeals.
- (f) Fees for consistent removal by the District of pollutants otherwise subject to Federal pretreatment standards.
- (g) Other fees as the District may deem necessary to carry out the wastewater discharge permit requirements contained herein.

These fees relate solely to the Wastewater Discharge permit program detailed in Chapter 6 and are separate from all other charges and fees chargeable by the District.

### 9.4 Sewer Service Charges.

- (a) Rates. The monthly sewer rate shall be in accordance with Resolution No. 2018-19, as may be amended, which presently sets the following monthly sewer rates:
  - 3. Single Family Residential: \$89.77 per EDU.
  - 4. Multi Family Residential: \$56.10 per EDU.
  - 5. Commercial/Industrial: \$67.55
- (b) All accounts are due upon receipt and payable at the District office. Bills are sent as a courtesy and failure to receive a bill does not relieve owner of responsibility to pay, or of penalties levied for non-payment, pursuant to Chapter 10 of this Code. A bill is delinquent as provided in Section 10.3.

### 9.5 Returned Check Charge.

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For any check which has been received by the District for payment of rates, charges, fees or other costs of the District as set forth in District ordinances, regulations and this Code, which check has been deposited twice and returned to the District unpaid by the bank upon which it is drawn, a charge of \$30.00 for the returned check shall be imposed upon the account to which the payment was originally applied.

9.6 Administrative and Inspection Fees.

- (a) Plan Checking and Inspection for New Subdivision. A fee of five percent (5%) of the estimated cost of water and sewer improvements in a new subdivision will be charged to cover the cost of plan checking and inspection. The estimated costs of improvements must be verified by the Director of Utilities.
- (b) Copying Fees. A copy fee of 10 cents per page will be charged.

SECTION 10: ENFORCEMENT OF SEWER FEES & DISCONTINUATION OF SEWER SERVICE

10.1 Collection and Enforcement of Sewer Service Rates and Charges.

The provisions in this Chapter 10 shall apply to the collection and enforcement of District sewer service charges and rates, and of drainage facilities maintenance fees.

10.2 Established as a Means of Enforcement.

The District hereby declares that the procedures set forth herein are established as a means of enforcement of the terms and conditions of its Code, ordinances, rules and regulations, and not as a penalty.

10.3 Property Owner Responsibility and Basis of Billing.

Whether or not the owner of a property is the customer, the owner of property that is furnished sewer service shall be responsible for all rates, charges or fees, including penalties and interest thereon, respecting such furnished services. Water and sewer service shall be billed together on a monthly basis. The billing statement will be for service rendered during the preceding month. A statement shall become delinquent on the 14<sup>th</sup> day of the month following the month in which service is rendered.

10.4 Late Payment Charge.



A one-time charge of ten percent (10%) of the rate or fee (hereinafter in this Chapter 10, charge, rate and fee shall be collectively referred to as "charge," unless otherwise specifically noted) for a month shall be added to each delinquent charge for the first month that the charge is delinquent. Thereafter, an additional penalty of one percent (1%) per month shall be added to all delinquent charges and basic penalties until such time as the delinquent charges and penalties have been paid. Monies paid when any portion of an account is delinquent shall first be credited to the delinquent portion and then to the current billing.

#### 10.5 Judicial Relief and Attorney's Fees.

- (a) In the event that any customer fails to timely pay a billing statement, the customer shall be deemed to be in default and in such case, the District may declare the balance or remaining balance due and payable.
- (b) The General Manager is authorized and directed to file any and all necessary legal actions in the appropriate small claims court within the County of San Luis Obispo and to appear in court thereon on behalf of District to collect and all unpaid sewer bills and charges thereon that may be due.
- (c) In the event that the District is required to bring an action to collect any sum in default, the customer shall pay any attorneys' fees, court costs or other costs incurred by the District to bring such action.

#### 10.6 Lien.

In case any charge becomes delinquent, the amount of the delinquency may in the discretion of the District be secured by filing for record in the office of any county recorder, a certificate specifying the amount of such charge and the name and address of the person liable therefore. The District may from time to time compile lists of such delinquent charges and record them with the county recorder as liens.

#### 10.7 Discontinuance of Service.

- (a) Generally, in the event of a violation of any ordinance of the District or of its rules and regulations, or of a failure to timely pay applicable charges, rates or fees, the District shall notify the person or persons causing, allowing or committing such violation, in writing, specifying the violation and that upon the failure of such person or persons to cease or prevent further violation within the time specified in the notice and following a hearing, the District will disconnect service to the property in question.

- (b) Residential customers who are 65 years of age or older, or who are dependent adults as defined in section 15610.23 of the Welfare and Institutions Code, shall be notified that they may request that the District notify a designated third person when the customer's account is past due and subject to termination.

#### 10.7.1 Service Related Reasons for Discontinuance of Service.

Sewer service may be discontinued for any of the following reasons:

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

#### 10.7.2 Discontinuance of Residential Service for Nonpayment.

- (a) At least ten (10) days before any proposed discontinuance of residential sewer service for nonpayment of a delinquent account respecting such service, the District shall mail a notice, postage pre-paid, to the customer to whom the service is billed of the proposed-

discontinuance. Such notice shall be given not earlier than nineteen (19) days from the date of mailing the District's bill for such service and the ten (10) day period shall not commence until five (5) days after the mailing of the notice. In addition to the ten day notice provided for in the preceding sentence, the District shall make a reasonable attempt to contact an adult person residing at the premises of the customer by telephone or personal contact at least twenty-four (24) hours prior to any discontinuance of service, except that, whenever telephone or personal contact cannot be accomplished, the District shall give, by mail, in person, or by posting in a conspicuous location at the premises, a notice of discontinuation of service, at least forty-eight (48) hours prior to disconnection.

- (b) The notice described in subdivision (a) shall include the following information:
- (i) The name and address of the customer whose account is delinquent;
  - (ii) The amount of the delinquency;
  - (iii) The date by which payment or arrangements for payment is required in order to avoid discontinuance;
  - (iv) The procedure by which the customer may initiate a complaint or request an investigation concerning service or charges, unless the District's bill for service contains a description of that procedure;
  - (v) The procedure by which the customer may request amortization of the unpaid charges;
  - (vi) The procedure for the customer to obtain information on the availability of financial assistance, including private, local, state or federal sources, if applicable; and
  - (vii) The telephone number and name of a representative of the District who can provide additional information or institute arrangements for payment.

#### 10.7.3 Discontinuance of Residential Service to Customers on Master Meters.

Whenever the District furnishes residential service to a master meter or furnishes individually metered service to a multi-unit residential structure, where the owner or manager is listed by the District as the customer of record, the District shall make every good faith effort to inform the actual users of the service, by means of a notice, when the account is in arrears, that service will be discontinued within 10 days. Such notice shall also inform the actual users that they have the right to become District customers without being required to pay the amount due under the delinquent account. Nothing in this Section 10.7. shall require the District to make

service available to actual users unless each actual user agrees to the District's terms and conditions of service and meets the requirements of the District relative to sewer service. If one or more actual users are willing and able to assume responsibility for the entire account to the satisfaction of the District, or if there is a physical means, legally available to the District, of selectively terminating service to those actual users who have not met the requirements of the District, the District shall make service available to the actual users who have met those requirements.

#### 10.7.4 Discontinuance of Service Other than a Discontinuance of Residential Service for Nonpayment.

At least ten (10) days before discontinuing sewer service, other than the discontinuance of residential service for nonpayment of a delinquent account, which is provided for in Section 10.7.2, the District shall provide a written notice which shall specify the reason for the proposed discontinuance and inform the customer of the procedure for and the availability of the opportunity to discuss the reason for the proposed discontinuance with the District General Manager, or his or her designee, who is empowered to review disputes and rectify errors and settle controversies pertaining to such proposed discontinuance of service. The name and phone number of the District General Manager, or his or her designee, shall be included in any such notice of proposed discontinuance given to a customer.

#### 10.7.5 No Discontinuance of Service on Weekends, Holidays or After Hours.

No service shall be discontinued to any customer or user because of any delinquency in payment on any Saturday, Sunday, legal holiday or at any time during which the business offices of the District are not open to the public.

#### 10.8 Amortization of Delinquent Bill for Residential Service.

Every complaint or request for investigation by a residential customer that is made within five (5) days after receiving the disputed bill for sewer service, and every request by a residential customer that is made within thirteen (13) days after the mailing of the notice required by Section 10.7. I for an extension of the payment period of such a bill asserted to be beyond the means of the customer to pay in full during the normal period for payment shall be reviewed by the District General Manager, or his or her designee. The review shall include consideration of whether the customer shall be permitted to amortize the unpaid balance of the account over a reasonable period of time, not to exceed twelve (12) months. Any customer whose complaint or request for an investigation has resulted in an adverse determination by the District General Manager, or his or her designee, may appeal the determination to the Board of Directors.

- (a) **Discontinuance of Service for Failure to Comply with Amortization Agreement.** If an amortization agreement is authorized, no discontinuance of service shall be effected for any residential customer complying with such agreement, if the customer also keeps the account current as charges accrue in each subsequent billing period. If a residential customer fails to comply with an amortization agreement, the District shall not discontinue service without giving notice to the customer at least 48 hours prior to discontinuance of the conditions the customer is required to meet to avoid discontinuance, but the notice does not entitle the customer to further investigation by the District.

10.9 Authority to Settle Controversies Relating to Discontinuance of Service.

The District General Manager, or his or her designee, is hereby authorized to investigate complaints and review disputes pertaining to any matters for which sewer service may be discontinued and to rectify errors and settle controversies pertaining to such matters and disputes concerning payment of drainage facilities maintenance fees. The District General Manager, or his or her designee, is also authorized, upon a proper showing by a residential customer, to grant permission to amortize the unpaid balance of a bill over a reasonable period of time, not to exceed twelve (12) months. At his or her discretion, the District General Manager may bring any such controversies and disputes to the Board of Directors for settlement by the Board.

10.10 Procedure on Appeal to Board.

- (a) If a customer timely files an appeal of a decision of the General Manager on discontinuance of service, the Board shall set a hearing not sooner than 10 nor more than 40 days after receipt of such appeal. Upon setting of such hearing, the District shall forthwith give written notice of the time and place thereof to the customer by either first-class mail or personal delivery.
- (b) The appeal hearing shall be held before the Board. The customer or his representative shall be permitted to present witnesses, documents or other evidence to show good cause why service should not be discontinued. The Board also may examine District records, documents, witnesses or other evidence tending to show that service should be discontinued for one or more of the grounds stated in the notice of disconnection.

10.11 Reconnection.

When sewer service has been disconnected as provided in this Code, the customer shall pay the unpaid account balance in full, plus a reconnect charge of seventy-five dollars (\$75.00), before any disconnected service will be reconnected.

#### 10.12 Unsafe Apparatus.

District services may be refused or discontinued to any premises where apparatus or appliances are in use which might endanger or disturb the service to other customers.

#### 10.13 Fraud or Abuse.

Service may be discontinued if necessary to protect the District against fraud or abuse.

#### 10.14 Collection of Delinquent Charges with Taxes.

(a) Pursuant to Government Code section 61115, subdivision (b), all delinquent charges, penalties and interest may be collected in the same manner as the general taxes for the District for the forthcoming fiscal year, as follows:

1. The District General Manager shall prepare a written report, which shall be filed with the District secretary. The report shall describe each parcel of real property and the amount of the delinquent charges and interest associated with each such parcel;
2. The District General Manager shall publish notice of the report's filing and of the time and place of hearing on the report, prior to the date set for the hearing. The notice shall be published at least once a week for two weeks. The District General Manager also shall mail written notice of the report's filing to each affected property owner. The notice shall state that the delinquencies, charges and interest will be collected on the County tax roll rather than through billing procedures;
3. At the time stated in the notice, the Board of Directors shall hear and consider all objections or protests, if any, to the report. Thereafter, the Board may adopt, revise, change, or modify the report and overrule any or all objections thereto. The Board's determination on each delinquency identified in the report shall be final; and
4. Following the Board's hearing, on or before August 10 of each year, the District Secretary shall file with the County Auditor a copy of the report, signed by the Secretary, stating the Board has adopted the report. The District General Manager shall request the County Auditor to include the amount of delinquencies, penalties and interest on the bills for taxes levied against the properties identified in the report. Once the transfer of delinquent amounts has been made to the County Auditor's office for collection, no payment shall be

accepted by the District on said delinquent amounts except as collected by the County Auditor's office.

- (b) A fee of \$50.00 for each assessment, charge or penalty that is referred for collection to the County Auditor which is revised or removed from such tax roll after submitted by the District shall be imposed on the owner of the property to which such revised or removed item relates.

10.15 Public Nuisance.

During any period of disconnection, habitation of such premises by human beings shall constitute a public nuisance, whereupon the District may cause proceedings to be brought for the abatement of the occupancy of said premises by human beings during the period of such disconnection. In such event, and as a condition of reconnection, there is to be paid to the District reasonable attorney's fees and costs of suit arising in said action.

10.16 Enforcement Remedies Cumulative.

Each of the enforcement remedies available to the District as specified in this Code shall be non-exclusive and may be asserted cumulatively and in addition to, or in lieu of, any other remedy available to the District under law.



## **SAN MIGUEL COMMUNITY SERVICES DISTRICT NOTICE OF PUBLIC HEARING**

### **AN ORDINANCE OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS ADOPTING THE SAN MIGUEL COMMUNITY SERVICE DISTRICT WASTEWATER CODE**

**NOTICE IS HEREBY GIVEN THAT THE**, San Miguel Community Services District (“District”) Board of Directors will hold a public hearing on:

**Thursday, August 22, 2019, at 7:00 P.M.**, or soon thereafter, **in the Board of Directors’ Chambers located at 1150 Mission Street, San Miguel, CA**, to consider the adoption of an ordinance, which adopts the District’s Water Code.

Since its formation in 2001, the District has not had a comprehensive wastewater code, which establishes procedures and practices for managing the District’s water system. The proposed ordinance will provide clarity for District customers and staff as it pertains to the administration of connections to the District’s wastewater system. The proposed wastewater code addresses several topics in the District’s water system, including: (1) the regulation of sewer use in the District; (2) the construction of public sewers; (3) the discharge of wastewater into the District’s wastewater treatment system; (4) the District’s ability to provide new developments sewer service through the will serve commitment process; (5) the fees and charges related to the District’s wastewater treatment system; and (6) provisions to enforce the District’s Wastewater Code. Uniting these topics into a single code as proposed under Ordinance 03-2019 will allow for a single reference for the District, increasing the operational efficiency of District staff.

**ALL INTERESTED PARTIES** are invited to attend the August 22, 2019, public hearing to express opinions or submit evidence for or against the approval of the ordinance. At the above noted time and place, testimony from interested persons will be heard and considered by the San Miguel Community Services District Board of Directors before taking action or making any recommendation on the proposed ordinance. On request, the agenda and the documents in the hearing agenda packet can be made available to persons with a disability. In compliance with the Americans with Disabilities Act, the San Miguel Community Services District encourages those with disabilities to participate fully in the public hearing process. Any person requiring special assistance to participate in the meeting should notify the Board Clerk by calling 805-467-3388 or



in person at 1150 Mission Street, San Miguel, CA, at least forty-eight (48) hours before the meeting.

Interested individuals will be given an opportunity to speak in favor or opposition to the above proposed action. Written comments are also acceptable, if submitted or delivered to the Board Clerk at the District's Office (1150 Mission Street, San Miguel, CA) prior to the public hearing. If a challenge to the above proposed action is made in court, persons may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the District before the meeting.

Copies of the proposed ordinance are available for public review at the District Office (1150 Mission Street, San Miguel, CA) or may be found on the district website, [www.sanmiguelcsd.org](http://www.sanmiguelcsd.org). Any additional questions should be directed to the Board Clerk at 805-467-3388, or stop by the office at 1150 Mission Street, San Miguel, CA.

District Contact information: [www.sanmiguelcsd.org](http://www.sanmiguelcsd.org) or 805-467-3388

**BY THE ORDER OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT  
BOARD OF DIRECTORS.**

Date: \_\_\_\_\_

Published on: \_\_\_\_\_



MONSOON CONSULTANTS

P.O. Box 151 San Luis Obispo, CA 93406  
 (805) 476-6168 [www.monsoonconsultants.com](http://www.monsoonconsultants.com)

**SAN MIGUEL COMMUNITY SERVICES DISTRICT**

Rob Roberson, Interim General Manager  
 Post Office Box 180  
 San Miguel, CA 93451  
 (805) 467-3300

**BOARD OF DIRECTORS**

John Green, President  
 Ashley Sangster, Vice President  
 Anthony Kalvans  
 Joseph Parent  
 Hector Palafox

**Re: DISTRICT ENGINEER REPORT - AUGUST 2019**

Gentlemen:

The following is a summary of the activities performed and the status of relevant issues which pertain to the duties and responsibilities of this position:

**OVERVIEW**

The District produced approximately 10.8 MGAL (14,498 CCF) of water during the month of July 2019. This represents an increase of approximately 9% from the prior month. No major failures or unexpected major expenditures were encountered within the water, wastewater or street lighting systems during the month.

**MEETING PARTICIPATION**

A brief summary of relevant issues that were discussed during meetings attended by the DE during the previous month are summarized below. (Note that routine meetings with SMCS staff are not included):

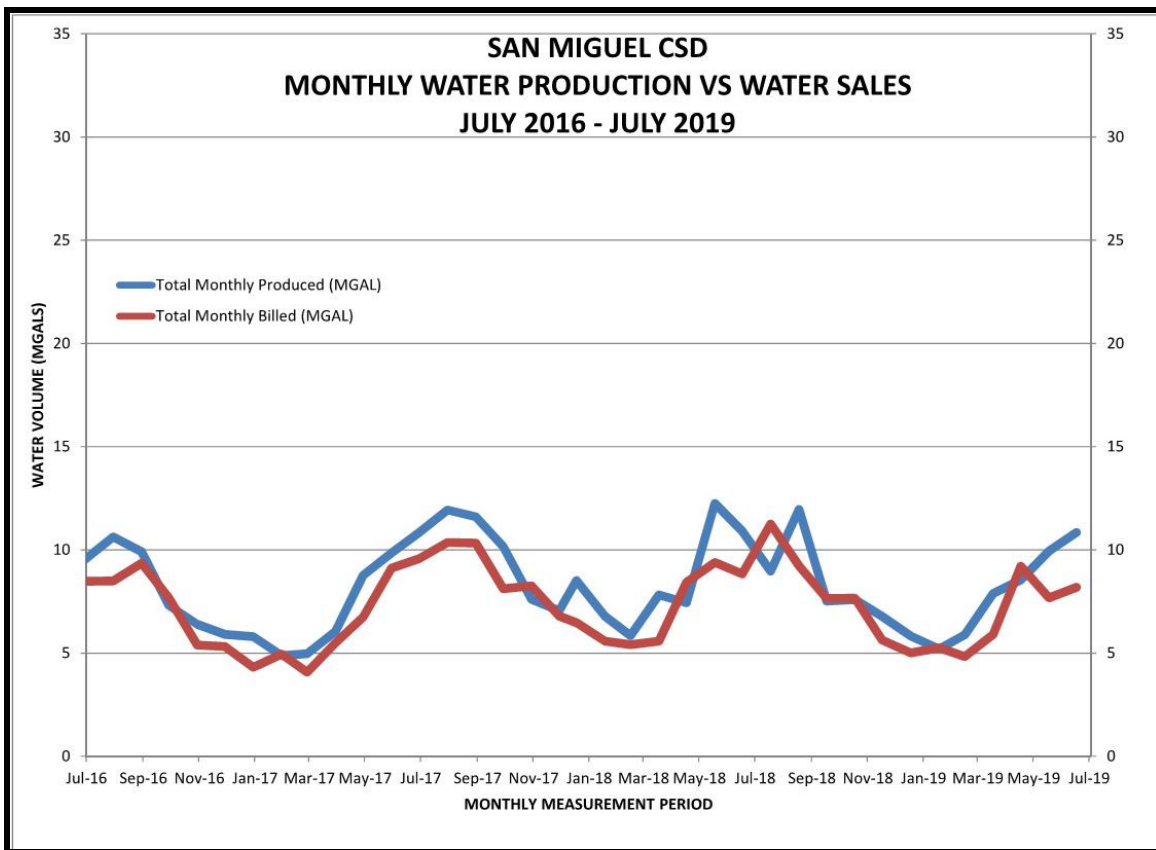
1. July 23, 2019: The DE attended a meeting between all Paso Robles Groundwater Basin GSP Cooperative Committee staff in which the participants reviewed and discussed proposed revisions to DRAFT GSP Chapter Nos. 9 & 10.
2. August 1, 2019: The DE attended a meeting between SLO County staff to prepare and discuss a DRAFT Scope of Work for an RFP to be used to solicit the services of a consultant for the preparation of the first GSP Annual Report. The GSP Annual Report must be submitted to the DWR by April 1, 2020.

**CIVIL ENGINEERING / HYDROLOGY**

3. August 13, 2019: The DE participated in a meeting between all Paso Robles Groundwater Basin GSP Cooperative Committee staff in which the participants reviewed and discussed proposed revisions to the FINAL DRAFT of the GSP.

**WATER PRODUCTION HISTORY**

The following graph depicts the water production and sales for the proceeding 36-months.



**CAPITAL IMPROVEMENT PROGRAM**

The following is a summary of the principal activities that were related to the Capital Improvements Program during the previous month:

1. WWTP Aeration System Upgrade: Under the terms of an agreement between the District and the County, their consultant has completed a study to evaluate design alternatives for improvements to the WWTP aeration system. As part of the project, four (4) different aeration systems were evaluated with considerations given to treatment & energy efficiency, installation & operational costs, and compatibility with the existing WWTP. In addition, the consultant evaluated various headworks alternatives for the facility. The engineering phase of this project has been completed at no cost to the District. The County's consultants have issued the Final Technical Memorandum outlining some of the options for the replacement of the existing surface aerators with bubbler aeration in the ponds. This project is on hold pending completion of the WWTP expansion / upgrade engineering report at which time a decision will be made regarding further pursuit of this project. Recent conversations with the County and PG&E indicate that the program may be modified to allow for the funding to be used to partially fund the proposed WWTP expansion / upgrade project.

2. Wastewater Treatment Plant Renovation / Upgrade & Recharge Basin Engineering Study: The District was notified in early 2018 that the District is the recipient of \$177,750 Prop 1 IRWM DAC Involvement Grant Funds which will be used to fund a Wastewater Treatment Plant Upgrade and Recharge Basin Study. The DE has initiated work on this project. The following milestones have been completed to date:

- Complete Data Collection / Document Review
- Identify and Assess WWTP upgrade / expansion alternatives
- Prepare Final of WWTP Upgrade / Expansion Engineering Report
- Initiate hydro-geologic analysis of potential recharge basin locations

The Board authorized the DE to proceed with the engineering studies at the September 2018 regular meeting. All work to be performed in conjunction with the subject engineering study will be reimbursable from the \$177,750 Prop 1 IRWM DAC Involvement Grant Funds. Because of the DAC status, no matching funds are required. The DE made a presentation to the Board to summarize the results of the study to date and solicit input from the Board at the November 2108 Board meeting. The Board approved the Final WWTP Engineering Study at their regular January 2019 Board meeting.

The DE delivered the initial DRAFT of the Preliminary Groundwater Recharge Study Report and the CEQA "Initial Study" Report at the May 2019 Regular Board Meeting. The Preliminary Groundwater Recharge Study Report has been completed. The DRAFT CEQA "Initial Study" Report has been completed and can be finalized after a biological assessment and archeological assessment are completed. The District is currently awaiting award of grant funds from the DWR to complete these studies.

The District received the Sub-Recipient Agreement from the County of San Luis Obispo in February 2019 and the agreement was approved by the Board at the February meeting. Now that the agreement has been approved, the District will receive reimbursement for expenditures made to date which are associated with the WWTP Renovation / Upgrade & Recharge Basin Engineering Study. Based on the most recent information from the County, it appears that the reimbursement payments will be made in the Fall 2019.

Regarding additional funding, we have submitted a grant application to the DWR for funding in the amount of \$250,000 for Planning & Design for the Wastewater Treatment Plant renovation. We have been assigned a project manager at the DWR and the DWR has reviewed our submittal and found it to be complete. We are currently in the process of investigating other grant funding opportunities for the permitting and construction phases of the plant expansion.

## **DEVELOPMENT**

The following is a summary of private development projects that are either in-progress or planned that staff is currently reviewing or inspecting during construction:

- a) People's Self Help (Tract 2527, formerly Mission Garden Estates): The developer has completed the installation of all infra-structure and home construction has begun with approximately 30 homes currently underway. In addition, construction of 12 new homes has been started in the portion of the development that was acquired by Nino Development.

- b) Tract 2779 (Nino - 34 lots) – All underground utilities have been installed and paving operations have been completed. New home construction is anticipated to begin in the summer of 2019.
- c) Tract 2647 Hastings The Bluffs - The developer has started construction on the initial three (3) residences.

### **GROUNDWATER SUSTAINABILITY AGENCY**

The Montgomery & Associates GSP Consultant Team has completed the FINAL DRAFT of the complete Paso Robles Groundwater Basin GSP. The document has been posted on the County of San Luis Obispo GSP website:

[https://www.slocounty.ca.gov/Departments/Public-Works/Committees-Programs/Sustainable-Groundwater-Management-Act-\(SGMA\)/Paso-Robles-Groundwater-Basin/GSP-Development.aspx](https://www.slocounty.ca.gov/Departments/Public-Works/Committees-Programs/Sustainable-Groundwater-Management-Act-(SGMA)/Paso-Robles-Groundwater-Basin/GSP-Development.aspx)

In addition, the document has been posted on the Paso Robles Communication Portal (<https://www.pasogcp.com>) The public comment period on the Draft GSP is open until September 29, 2019. Comments from the public are being collected using a comment form. The form can be found online at (<https://www.pasogcp.com>).

I would like to take this opportunity to thank each of you and District staff that will review the information contained in this report. If there are any questions or you wish to discuss, please do not hesitate to contact me.

Respectfully Submitted,  
**MONSOON CONSULTANTS**

*Blaine T. Reely*

Blaine T. Reely, Ph.D., P.E.  
 President, Monsoon Consultants

August 15, 2019  
 Date



## San Miguel Community Services District

### UTILITY STATUS REPORT

7-20-19 Thru 8-16-19

AGENDA ITEM# IX.9

#### Well Status:

- Well 4 is fully operational - Well Level 67.2' 5-3-19
- Well 3 is fully operational - Well Level 76.26' 5-3-19
- SLT well is in service – Well Level 149.8' 5-3-19  
Running hours in June
- Well 3 ran an average of 7.42 hours per day
- Well 4 ran an average of 3.43 hours per day

#### Water System status:

Water leaks this month: 1 This year: 14

Water related calls through the alarm company after hours this month: 3 this Year: 6

#### Sewer System status:

Sewer overflows this month: 0 this year: 0

Sewer related calls through the alarm company this month: 0 this Year: 0

#### WWTF status:

- Staff is working on cleaning up the plant in preparation for the expansion.

#### State Water Resources Control Board (SWRCB):

- Nothing new to report

#### Ongoing Billing Audits: (27 units in White Oak Mobile Home Park are under 1 account)

- 15 water accounts were identified that do not have sewer service where it is available.
- 80 water accounts were identified that do not have sewer service where it is not available

#### Billing related activity:

##### **Total active accounts**

- 885 water accounts
- 764 wastewater accounts
- **Overdue accounts**
  - 162 accounts 30 days past due for June billing period
    - (18.31% of total accounts, this is UP from prior billing period)
  - 60 door hangers issued after attempting to contact the past due account holders
    - (37.04% of total past due accounts, this is up from prior billing period)
  - 0 account shut off for non-payment
    - (0% of total past due accounts, this is the SAME from prior billing period)
- **Meter changeouts**
  - 30 Meters changed since July 1<sup>st</sup>

- Meters changed for age, mechanical defects, radio operability issues

### **Lighting status:**

- Working with PGE Rep to get remainder of the PGE owned street lights converted to LED.
- Also working on potential of PGE changing out Decorative Street lights on Mission with LED at a reduced cost to the District.

### **Solid Waste:**

- Staff is continuing to work on options to provide additional recycling options to the community.
- E-Waste is now available to be dropped off at the WWTF. All drop offs are by appointment and or through San Miguel Garbage pickup.
- Mattress recycling council has provided informational brochures in English and Spanish which are available in our office and at San Miguel Garbage. A flyer was also sent out in the utility billing for August. English will be sent this month and Spanish will be sent next month.
- Working with IWMA on specifics for the HHW site and IWMA funding for the site.
- Gathering information on a \$10,000 Micro Grant from the Mattress Council to improve mattress collection efforts by the District.

### **Project status:**

- Working with PGE and Energy Watch to look at potential options to upgrade well pumps and controls to be more energy efficient.
- Working with Wilson Creek Communications to install Wireless internet at SM Reservoir radio tower.
- Working with San Miguel Chamber to get repairs made to the irrigation along Mission street.
- Tree at Well 4 is scheduled to be removed on Sept 2<sup>nd</sup>, and fencing repaired between our well yard and the neighbor's yard.
- SLO County Water conservation provided a flyer to be included in our bills providing information on conservation programs provided by the county.

### **Board requested information:**

- Currently working on updating the inventory of tools and materials at the WWTF and Wells. Once complete we will be auditing the existing inventory and updating our photographic records of all inventoried items.
- An updated Organizational chart was provided to the General Manager.
- Currently updating SOPs for Water and Wastewater field operations

### **Community Development Block Grant (CDBG)**

- Working with the County on preliminary paperwork for CDBG funding to replace water lines on 10<sup>th</sup> and 11<sup>th</sup> streets (initial meeting 7/18/19)
- Met with the County regarding the FY 19-20 grant cycle to apply for funding for the WWTF expansion.

### **WWTP expansion and Aerator Upgrade**

- See additional agenda item(s) for ongoing information

**“N” St Property Acquisition:**

- The County is currently going through the process to sell the N street properties through their real property surplus process. I spoke with the County and Supervisor Peschong’s office and they are going to see what can be done to assist the District in purchasing the property. There isn’t currently a price associated with the property, but the District will be able to acquire the property before a private party has the option. As information is available it will be passed on to the Board. (3/2019)

**SLO County in San Miguel:**

- County provided their 5 year overlay and sealing plan. The District will be working on making known repairs in the effected areas ahead of the scheduled overlays and sealing.
- The County has a contract to repair and replace sections of the sidewalk between 11<sup>th</sup> and 14<sup>th</sup> on Mission Street

**Caltrans in San Miguel:**

- Caltrans is underway on improvements to the HWY 101 corridor, for what will be a 2-year project. There are numerous on/off ramp closures (7-2019)

**Rain in San Miguel:**

2018	9”
1/5-6/19	.75”
1/7-17/19	1.75”
1/31-2/3/19	2”
2/4-17/19	.5”
2/18-3/20-19	3.25”

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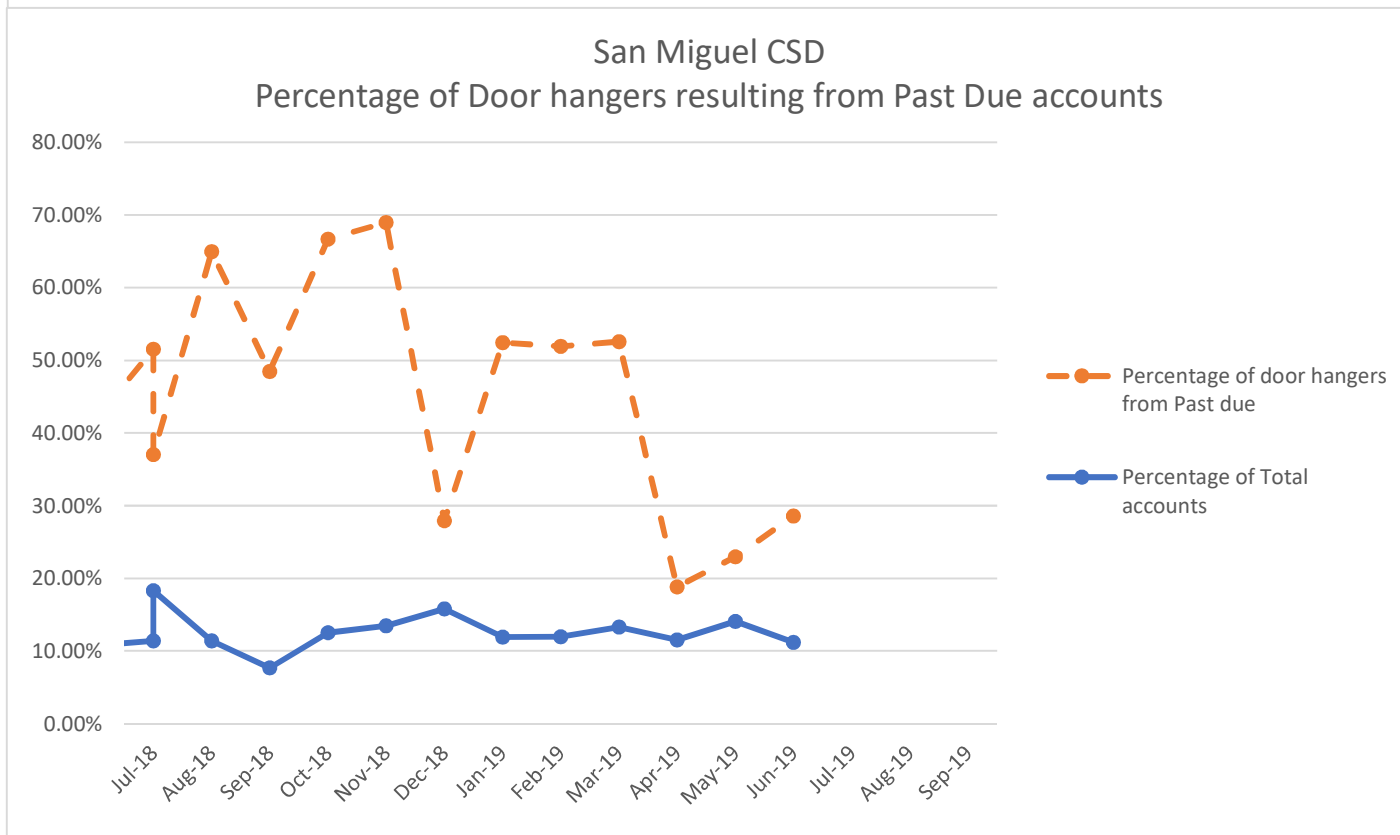
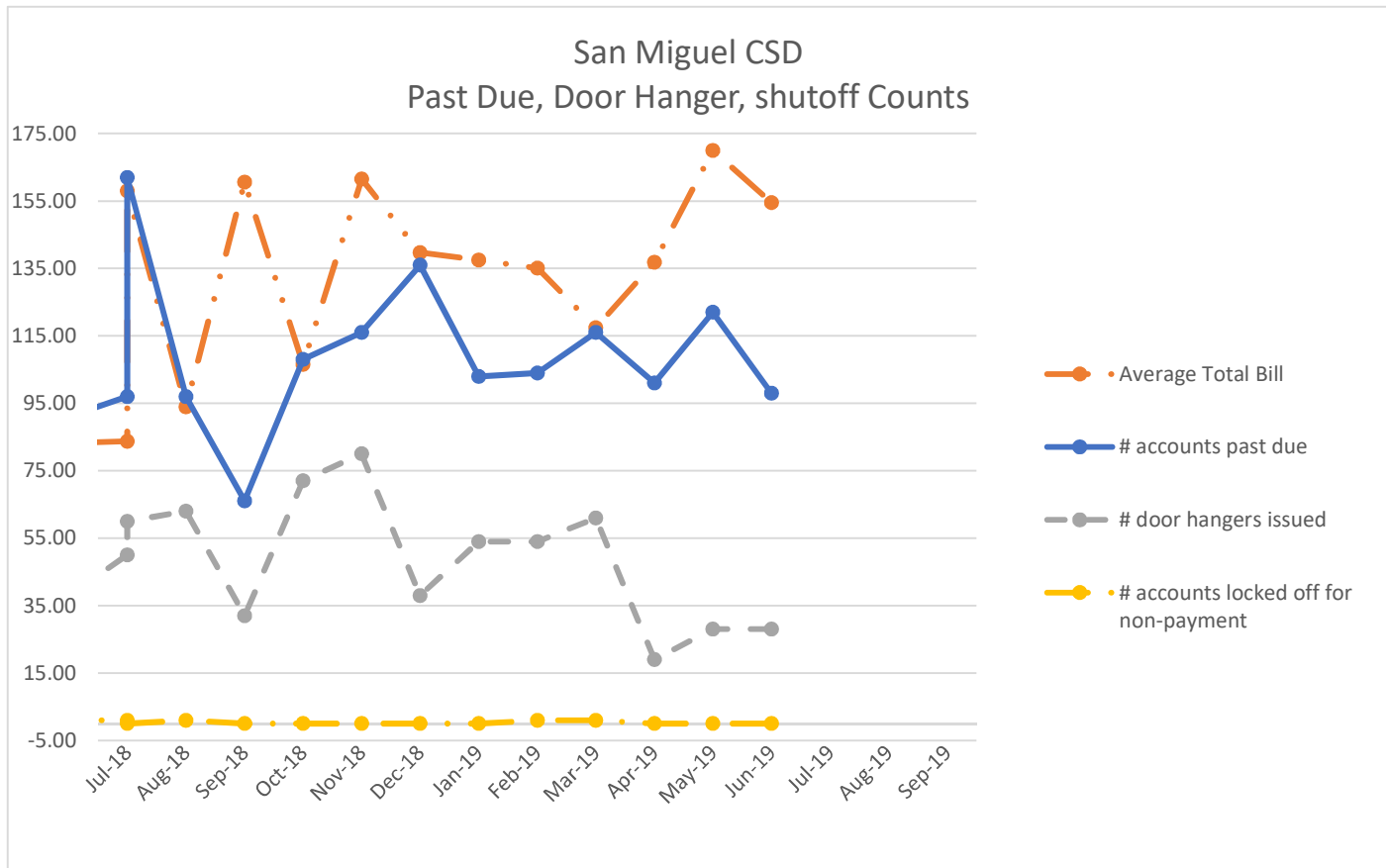
*Kelly Dodds*

Kelly Dodds

Director of Utilities

Date: August 16<sup>th</sup>, 2019





## San Miguel Community Services District Board of Directors Meeting



### Staff Report

August 22<sup>nd</sup>, 2019

AGENDA ITEM: IX 10

**SUBJECT: Fire Chief Report for July 2019**

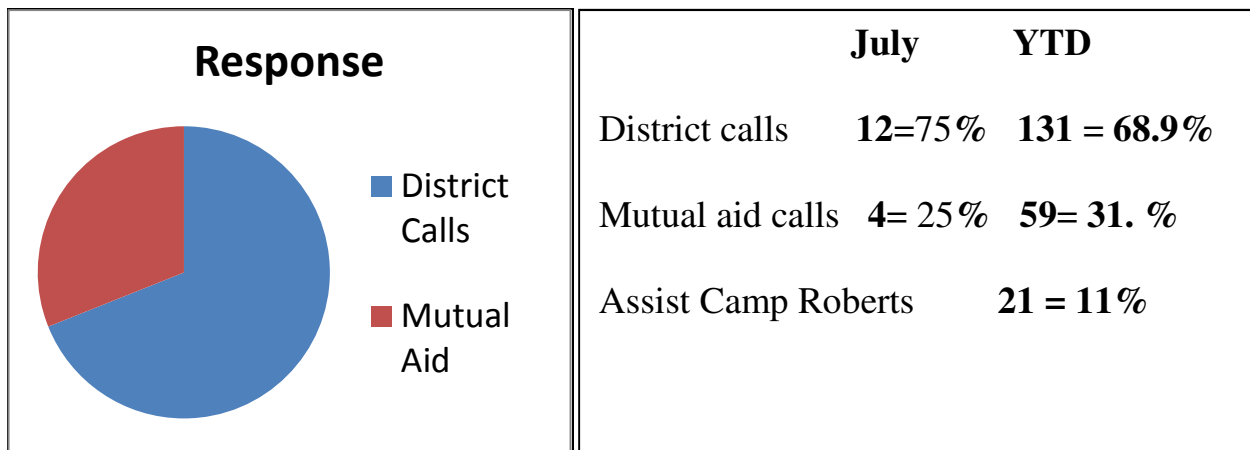
**STAFF RECOMMENDATION:** Receive and File Monthly Reports for the Fire Department

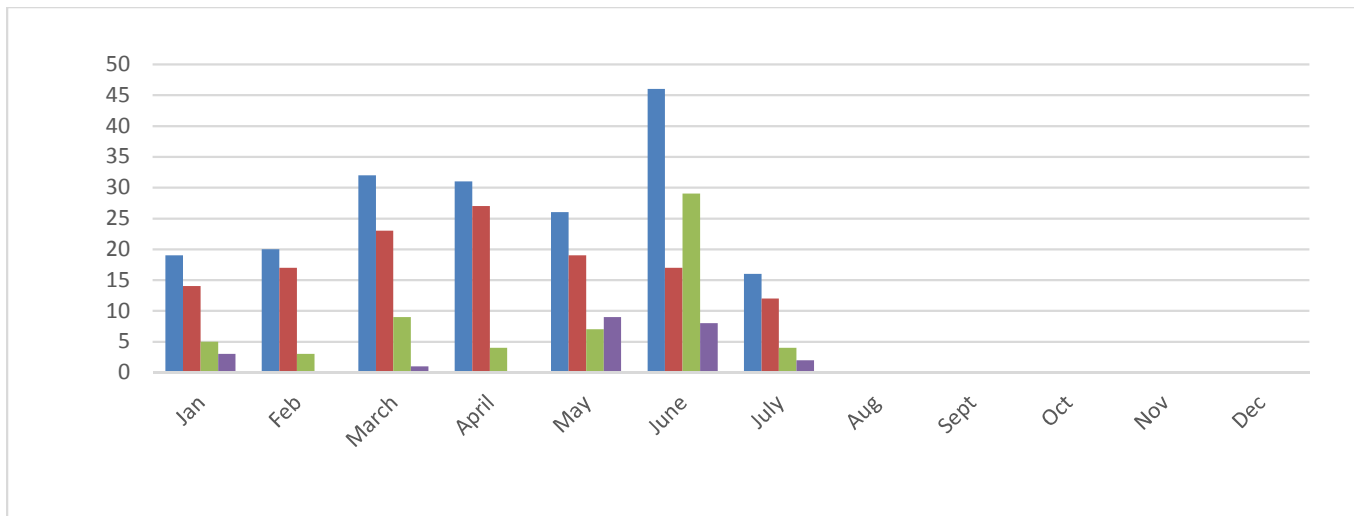
**INCIDENT RESPONSE:**

- Total Incidents for July 2019 **16**
- Average Calls for per 7 Months in 2019 **27**
- Total calls for the year to date **190**

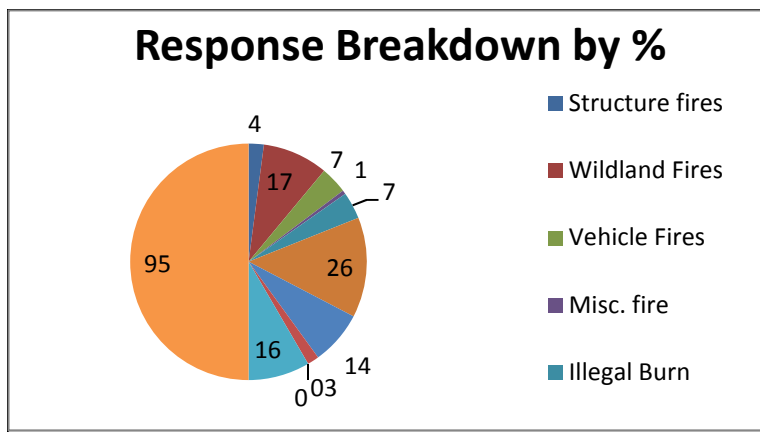
Emergency Response Man Hours in March = <b>45</b>	total	478
Stand-By Man Hours for March = 22		<u>163</u>
	<b>Total hr.</b>	<b>641</b>

Emergency Response Man Hours = <b>2.8 hr.</b> Per call for June	<b>1.4</b> Per call for the year
Stand-By Average per Call = <b>1.3</b> Per call for, March	<b>.85</b> Per call for the year





- Total calls
- District
- Mutual Aid
- Camp Roberts



For 190 calls for 7 Months in 2019

District Calls	131	69%
Mutual Aid	59	31%
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		
Structure fires	4	2. %
Wildland Fires	17	9%
Vehicle Fires	7	4%
Misc. fire	1	.5%
Illegal Burn	7	4%
Vehicle Accidents	26	14%
False Alarms	14	7%
Haz Condition	3	1.5%
Haz Mat	0	0%
Stand by	0	0%
PSA	16	8%
Medical Aids	95	50%

**Personnel:**

We currently have 17 active members.

- 1 Chief
- 1 Asst. Chief/ Prevention Officer
- 2 Fire Captains
- 2 Engineers
- 8 Firefighters

2 new firefighters have applied for positions and are currently being trained. One has past wildland fire experience.

**Finances:****Equipment:** All Engines and Equipment in Service**Activities:****July**

<u>Date</u>	<u>Subject matter</u>
2	4th of July Coverage
9	Medical Heat Related Injuries, Patient Assessment
16	ICS Operations / Fire Response
23	Association Meeting
30	No Drill

<u>Date</u>	<u>Other activities</u>	<u>Time</u>
	Cleanup	0800-1200
1-4	July 4 <sup>th</sup> coverage	

**August**

<u>Date</u>	<u>Subject matter</u>
6	Engine Company Operations, Structure Fire Scene set up
13	Ladder Operations
20	RIC Team Ops
27	Association Meeting

**Information:**

- A 5 year Auto Aid Agreement has been signed and returned to San Luis County Fire

**Prepared By:***Rob Roberson*


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**Rob Roberson, Fire Chief**

# FIRE EQUIPMENT

## 2019 MILEAGE / FUEL REPORT

IX-10

Mileage/ Fuel	January		February		March		April		May		June		Total		Avg. MPG
Diesel	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
E-8696	119	18.9	58	12.8	94	16.8	50	12.2	68	17	99	24.3	488	102	4.8
E-8687	60	10.6	37	18.5	16	0	18	0	86	34.6	352	74.8	569	138.5	4.1
E-8668	36	0	40	14.2	32	8.2	41	0	84.2	19.9	70.5	16.8	303.7	59.1	5.1
<b>6 Month Total</b>												<b>1361</b>	<b>299.6</b>	<b>4.5</b>	
Gas	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	0	0	129	0	115	0	192	27.5	115	10	22.3	0	573.3	37.5	15.3
C-8601	532	33	502	31	434	24	360	22	1386	80.1	403	67.6	3617	257.7	14.0
C-8600	341	35.5	378	15.2	306	17.8	701	50.3	554.5	56.62	730.2	49.17	3011	224.6	13.4
<b>6 Month Total</b>												<b>7201</b>	<b>519.8</b>	<b>13.9</b>	

Mileage / Fuel	July		August		September		October		November		December		Total		Avg. MPG
Diesel	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
E-8696	53	0											541	102	5.0
E-8687	73	14											642	152.5	4.2
E-8668	15	0											318.7	59.1	5.3
<b>6 Month Total</b>												<b>1502</b>	<b>313.6</b>	<b>4.8</b>	
Gas	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	407	26											980.3	63.5	15.4
C-8601	720	25.1											4337	282.8	14.7
C-8600	361	39.8											3372	264.4	12.8
<b>6 Month Total</b>												<b>8689</b>	<b>610.7</b>	<b>14.2</b>	

YTD 2016 Total	mi.	gal.	Avg. MPG
<b>Diesel</b>	<b>2862</b>	<b>313.6</b>	<b>9.1</b>
<b>Gas</b>	<b>8689</b>	<b>610.7</b>	<b>14.2</b>

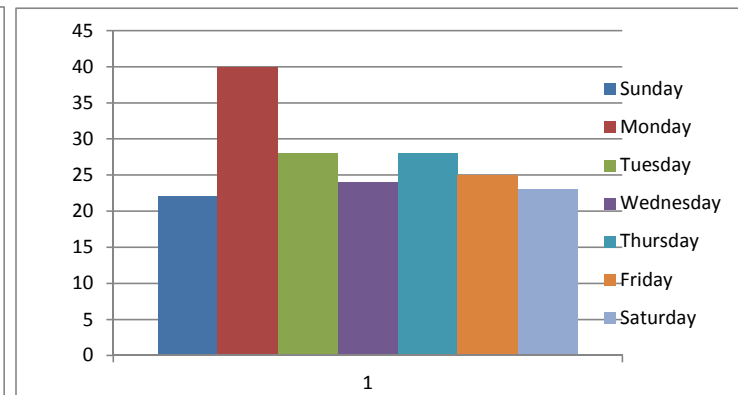
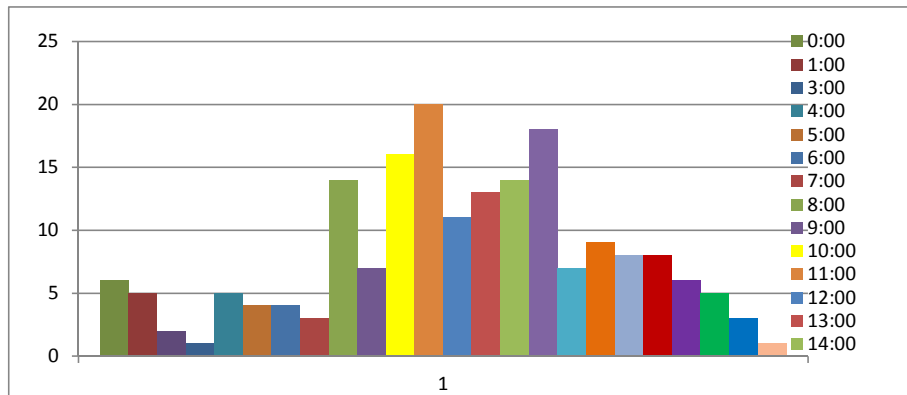
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## Call per time of day and day of the week 2019

	After Hours						CSD Work Hours										Off Hours										
	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total		
Sunday	1				1	1	1	2	1		1		1	3		3		2	2	1		1	1		22	11%	
Monday	1				1		1	2			5	9	3	1	2	5	3	1	1	2	1	2			40	21%	
Tuesday	1	2	2		1	1			4	1		2		2	3	5	2				1		1		28	15%	
Wednesday	1					1			2			4		2	4	2	1		2	1	1	2	1			24	13%
Thursday	1	2			2				2	2		2	2	3	4	1	1	1	2	1	2				28	15%	
Friday				1	1		2		2	2	4	5	1			1		2	1	2	0		1		25	13%	
Saturday	1	1					1		1	2	2	2	2		3	2	1	1	1		1	1		1	23	12%	
Hour Total	6	5	2	1	5	4	4	3	14	7	16	20	11	13	14	18	7	9	8	8	6	5	3	1	190		
	3%	3%	1%	0%	2%	2%	2%	2%	7%	4%	9%	11%	8%	7%	8%	9%	4%	4%	3%	5%	3%	3%	2%	0%			

Total calls during CSD Work Hours	91	47%
Total calls during Off time and weekends	99	52%
After Hours calls 22:00 to 06:00	27	14%
Total Weekend Calls	45	23%
Total Calls Monday thru Friday	145	76%

8am to 8pm

190


IX-10



	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC		TOTAL		
	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	
Structure Fires	1	0	0	0	0	0	0	0	0	1	1	1	0	0											2	2	
Veg. Fires	0	0	0	0	0	0	0	0	1	0	1	12	1	2											3	14	
Vehicle Fires	0	2	0	0	0	0	1	0	1	1	0	1	1	0											3	4	
Misc. Fires	0	0	0	0	0	0	0	0	1	0	0	0	0	0											1	0	
Illegal Burning	1	0	1	0	1	0	2	0	0	0	0	0	2	0											7	0	
Vehicle Accidents	0	2	3	1	2	6	0	2	3	2	0	2	1	2											9	17	
False Alarms	2	0	5	0	1	0	4	0	1	0	1	0	0	0											14	0	
Hazardous Condition	0	0	1	0	0	0	0	0	2	0	0	0	0	0											3	0	
Hazardous Materials	0	0	0	0	0	0	0	0	0	0	0	0	0	0											0	0	
Standby	0	0	0	0	0	0	0	0	0	0	0	0	0	0											0	0	
Pub.Svc.Asst.	0	0	0	0	4	0	5	0	3	0	4	0	0	0											16	0	
Medical Aids	11	1	6	2	17	1	15	2	7	3	10	13	7	0											73	22	
<b>Call TOTALS</b>	15	5	16	3	25	7	27	4	19	7	17	29	12	4	0	0	0	0	0	0	0	0	0	0	0	131	59
	<b>20</b>		<b>19</b>		<b>32</b>		<b>31</b>		<b>26</b>		<b>46</b>		<b>16</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>190</b>		
<i>CPR</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mutual Aid SLO/Mon.	5	0	3	0	15	0	3	0	7	0	25	1	2	2	0	0	0	0	0	0	0	0	0	0	0	63	
Camp Bob Asst.	1		0		1		0		9		8		2		0		0		0		0		0		21		
Average Calls Per	<i>Month</i>		23.6	<i>Day</i>		0.7	<i>SLO Co. MA</i>				<b>60</b>		<i>Montrey Co. MA</i>		<b>3</b>		<i>CPR TOTAL</i>					<b>0</b>					

SAN MIGUEL COMMUNITY SERVICES DISTRICT  
BOARD OF DIRECTORS  
JULY 25, 2019 REGULAR MEETING MINUTES  
MEETING HELD AT DISTRICT OFFICES  
1150 MISSION STREET  
SAN MIGUEL, CA 93451

- I.** Meeting Called to Order by Vice President Green – 6:30 P.M.
- II.** Pledge of Allegiance lead by Director Green.
- III. Roll Call:** Directors Present: Green, Sangster, Parent, Palafox, and Kalvans  
Director Kalvans arrived at 6:43 P.M.  
Directors Absent: None  
District Staff in attendance: Rob Roberson, Tamara Parent, Kelly Dodds, Paola Freeman, Scott Young, and District General Counsel Seikaly & White  
District Staff Absent: None
- IV. Adoption of Regular Meeting Agenda:**  
Motion by Director Sangster to adopt Regular Meeting Agenda  
Seconded by Director Parent Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT
- V. ADJOURN TO CLOSED SESSION:**  
Closed Session convened at 6:32 p.m.
- A. CLOSED SESSION AGENDA:**
- 1. CONFERENCE WITH LABOR NEGOTIATORS** (Pursuant to Government Code Section 54954.5(f) and Government Code Section 54957.6)  
Unrepresented Bargaining Units: Non-Management Non-Confidential Unit and Non-Management Confidential Unit
  - 2. CONFERENCE WITH DISTRICT GENERAL COUNSEL-ANTICIPATED LITIGATION**  
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:(1 case)WO



- VI. Call to Order for Regular Board Meeting/Report out of Closed Session: 7:01 P.M.**  
Report out of closed session by District General Counsel Seikaly, Direction was given to Interim General Manager.
- VII. Public Comment and Communications for matters not on the Agenda:** Richard Smithen San Miguel resident voiced his concerns on the purposed Cannabis facility on River Road at the old Pretty Smith Winery. Director Kalvans asked if there was anything the District could do, because of potential chemical runoff. Director of Utilities Kelly Dodds explained that the District doesn't have purview of stormwater run-off. Laverne Buckman San Miguel resident had questions regarding the District authority within the boundaries. Director Green asked District Counsel Seikaly if she had comments on this issue. Counsel Seikaly voiced that she would have to look into it and did not want to speak without being sure. Director Sangster asked that she look into if the Board has any oversight with the cannabis regulations. Discussion ensued. Assistant Fire Chief Scott Young informed the Board that the only authority the District has is Fire, Life & Safety reviews. Mike Sanders San Miguel Resident, business owner, and President of the San Miguel Advisory Council voice that the San Miguel Advisory Council approved a resolution that does not allow hemp or cannabis within 1000ft residences. Discussion ensued about County ordinances. The Facility proposed is 13 of 62 acres. Board of Supervisors will have a Public Hearing on August 22<sup>nd</sup> at 9 A.M in San Luis Obispo. Owen Davis San Miguel Resident asked about the agenda item from the previous agenda regarding Job description for Wastewater and voiced that "there is a director that will need to recuse himself". Mr. Davis brought in a "Dig Bar" and wanted to see what kind of dig bar was purchased by The District. Discussion ensued with Point of Order called by Interim General Manager Rob Roberson. President Green thanked Mr. Davis for his comments and asked to move on. Michael Durant, the new pastor at the Community Church introduced himself and voiced that he had come from the Fresno area and has seen how cannabis facilities have become a problem there. Cynthia Krouse San Miguel resident informed the Board of Directors that there is a tree growing between her fence and District Well #4 and asked that it be removed due to the tree causing damage to her fence. Director of Utilities voiced that he would have a tree service look at it.

**VIII. Special Presentations/Public Hearings/Other: None**

**IX. STAFF & COMMITTEE REPORTS:**

- |   |                     |
|---|---------------------|
| <b>1. San Luis Obispo County Sheriff</b>                      | No Report           |
| <b>2. San Luis Obispo County Board of Supervisors</b>         | No Report           |
| <b>3. San Luis Obispo County Planning and/or Public Works</b> | No Report           |
| <b>4. San Miguel Area Advisory Council</b>                    | Mike Sanders voiced |
| he spoke about the Cannabis resolution previously.            |                     |
| <b>Board Comment: None</b>                                    |                     |

**Public Comment:** None

5. **Camp Roberts**—Army National Guard (LTC Horvath) No report
6. **Interim General Manager:** Interim General Manager/ Fire Chief Rob Roberson, gave a verbal report. Mr. Roberson updated the Board of Directors about an email scam that was going around and that the District IT has looked into it and spoke briefly about the Interfund Loan that will be brought to the Board in August.

*Counsel Seikaly left and Counsel White took over Approximately 8 P.M.*

Mr. Roberson has also talked with Elizabeth Kavanagh regarding the San Miguel park and the plan for the improvement. She stated she was holding workshops to talk about the community design that is required for the grant process. There will not be another meeting before the grant application is due on Aug 5<sup>th</sup>. She will learn if San Miguel is awarded the grant sometime at the end of this year. She said it's a 50/50 chance of getting the grant and the priority was to redo the pool area. Interim General Manager/ Fire Chief Rob Roberson also updated the Board on the future items for the agenda. The Auto Aid agreement has been updated with County Fire. The changes made were the level of response and an extension of the boundaries within the 101 corridors from Wellsona to Exline Road.

**Board Comment:** Director Kalvans voiced that he did not have confidence in the County regarding the San Miguel Park.

Director Green asked for clarification about the rumors of taking over the San Miguel Fire Station #1 and old Jail. Interim General Manager/ Fire Chief Rob Roberson explained per his conversation with Mrs. Kavanagh the County has no plans to remove either at this point.

**Public Comments:** Laverne Buckman San Miguel Resident voiced that she feels that Elizabeth Kavanagh has done a good job for San Miguel and would like to give her credit.

7. **District General Counsel:** Presented by Counsel White. ChurchwellWhite, LLC. Counsel White and voiced nothing to report.

**Board Comments:** None

**Public Comments:** None

8. **District Engineer:** Written report submitted as-is. Dr. Blaine Reely and asked for any questions.

**Board Comments:** Director Parent asked about the Water Conservation group meeting that was attended. Dr. Reely explained that Director of Utilities Kelly Dodds and Accounts Manager Tamara Parent attended to get information about the grant monies for water conservation that the SLO County has to offer. The District will be helping get the word out by placing information into the District's monthly billing notifying customers about the "Cash for Grass" program. The District is looking into projects that might benefit the District.

**Public Comment:** None

9. **Director of Utilities:** Written report submitted as-is. Director of Utilities Kelly Dodds updated the Board that the District that both Utility personnel will be taking the Wastewater exam in October. Mr. Dodds explained the purchase of the digging bar.

**Board Comment:** Director Green asked about the other variations in fees and voiced that he feels that the new sewer facility plan is extravagant. He sees that other facilities are

out of compliance and nothing happens to them. Director Green would like to see that low-income developments have priority.

**Public Comments:** Laverne Buckman San Miguel resident asked about what happens to the customers that are past due 30 days. It was explained that by the due diligence of the front office and get them paid. Mrs. Buckman voiced that the increase was not noticed to the public enough and that the sewer increase will bring in extra money to the district. Discussion ensued about the review of the rate increase. Director Green would like to relook at the way the increases would be implemented. Mrs. Buckman voiced that she feels that the new Wastewater facility is extravagant, and she is concerned with the Wastewater cost increase. Director of Utilities Kelly Dodds explained that the reasons for the increase were included in the 2018 Rate Study and was anticipated for the new Wastewater facility that would have to be constructed. Mr. Dodds explained that Dr. Reely has gotten grants and that we have a basic skeleton of the overall construction plans. The District is in the design plan stage and those plans are at the State for approval.

**Board Comment:** Director Green voiced that he feels that the District needs a work plan. Director Parent voiced that the Wastewater master plan is the work plan.

District Engineer voiced that when the design is done that, he has no problem sitting down and going over the plan with the Board of Directors.

- 10. Fire Chief:** Fire Chief Rob Roberson, submitted the report as written. Chief Roberson updates the Board of Directors that the fire department responded to 46 calls in July. The San Miguel Fire Department honored Gilbert Buckman for 60 years of service on July 20<sup>th</sup> at the Rio Caledonia and wanted to thank the San Miguel Firefighters Association

**Board Comments:** None

**Public Comment:** None

## X. CONSENT ITEMS:

### 1. Review and Approve Board Meeting Minutes

- a) 6-19-2019 Regular Meeting Minutes
- b) 6-27-2019 Regular Meeting Minutes

**Board Comment:** Director Kalvans would like to vote items separately

**Public Comment:** None

#### *Item A*

Motion by Director Sangster to approve item a

Seconded by Director Palafox. Motion was approved by Vote of 5 AYES and 0 NOES and 0 ABSENT.

#### *Item B*

Director Sangster asked for a correction on page 5 item number two, need to change not to excide amount to “not to exceed”.

Motion by Director Sangster to approve Item b with amendments to page 5.

Seconded by Director Green. Motion was approved by Vote of 4 AYES and 0 NOES and 0 ABSENT 1 ABSTAINED.

## **XI. BOARD ACTION ITEMS:**

- 1. Review, Discuss, Receive and File the Enumeration of Financial Report for JUNE 2019.** Item was presented by Bookkeeper Paola Freeman, staff report submitted. Mrs. Freeman voiced that she would like to ask for a \$25,000 Budget adjustment so they could get their work done and so she would not have to worry about the CPA coming into help get the accounting done. Mrs. Freeman explained that Mrs. Cramer also helps the Utility Billing and has fixed some issues. Director Green voiced that Mrs. Cramer had been invaluable to the District and doesn't understand what complaints could be made with a cost of \$6,000 for two years. It was explained that it is not \$6,000 it is \$86,700. The District CPA cost was explained by Mrs. Freeman that of the \$86,000 paid to Cramer and Assc. they have helped recover \$31,000 to date and are expecting to recover more. Mrs. Freeman explained that the District has straightened out payroll and tax payments. The District has received a "clean opinion" in the last few District Audits. Discussion ensued about cost and budget adjustment.

Mrs. Freeman voiced that Laverne Buckman, had come into the office and asked about adjustments for \$26,000 and reviewed that they are adjustments made by the Accounts Manager Tamara Parent. It was explained that they are listed as adjustments, but they are "Auto Distributes" that is for customers that pay extra, and the system auto distributes the overpayment to the correct fund.

**Board Comment:** Director Green feels that the CPA has been invaluable to the District and there is a budget item – Professional Services Accounting.

Director Green asked that if she has been here for two and a half years, is there a budget line item. District Bookkeeper voiced that yes, and voiced that she doesn't know where all this is coming from and she is hearing monthly that "it's costing so much money and board members are upset". Director Green asked if anyone would like to weigh in.

Interim General Manager/ Fire Chief Rob Roberson voiced that he has not heard anything from any board members, and he has no issues himself.

Director Sangster voiced that the Board does need to look at the cost of \$86,000 and feels that it will not be at that cost in the future. Discussion ensued. Interim General Manager/ Fire Chief Rob Roberson explained that they have reconciled 3 years' worth of financials, and once the new fiscal year and thinks that the financial will be reviewed monthly by the CPA and then have her come in quarterly. Discussion ensued about asking for \$25,000.

Director of Utilities voiced that the line item is \$24,000 for the year.

Director Kalvans voiced that he thought that the Accounting Services Budget line was for the Auditor. It was explained by Mr. Dodds that it is for the District CPA and District Auditor.

Director Parent voiced that he would divulge his comment from closed session, explaining that he has voiced his concerns about how much has been spent without a “Request for Proposal”.

Director Kalvans asked if the Districts Purchasing Policy require us to go out for an RFP. Interim General Manager/ Fire Chief Rob Roberson explained that in the beginning, the CPA was brought in to do a specific issue. The CPA has extended their services, due to items we didn’t even know we needed. Bookkeeper Paola Freeman explained that the board needed to remember how bad things were from the previous management and that the only reason that Cramer and Assoc. are willing to work with San Miguel C.S.D is because she had personnel business with them and that she personally called them up and asked for them to come in and look the Districts financials. Interim General Manager/ Fire Chief Rob Roberson explained that they had called other CPA offices and they would not show up.

Director Kalvans asked about an RFP and the District Policy requiring the significant cost associated with the CPA and would like to have a review of the policy.

Director Green voiced that he needed a consensus of the board.

Director Kalvans asked that if there is a budget adjustment, he would like to see it come back.

**Public Comment:** Laverne Buckman voiced that it is nice to be able to come into the District office and ask questions. Mrs. Buckman is excited about seeing the new fiscal year reports statements and will be able to follow with the budget reports. The “Cash Report” is extremely important and would like the board to follow along monthly.

Motion by Director Sangster to Receive and File the Enumeration of Financial Report for June 2019

Seconded by Director Kalvans. Motion was approved by Vote of 5 AYES and 0 NOES and 0 ABSENT.

*The consensus of the Board is to review the Purchasing Policy and Sole Source vendor at November Regular Meeting.*

## **2. First reading of proposed ORDINANCE 03-2019 SMCSW Wastewater Code**

Item was presented by Director of Utilities Kelly Dodds explaining that this is the first reading of the proposed ordinance and asked for any questions.

**Board Comments:** Director Sangster asked about the empty sections. Director of Utilities Kelly Dodds explained that the empty sections are for future regulations, giving the example of the recycled water.

Director Sangster also asked about page 55, section 8.3.7 with a high priority on low-income housing. Mr. Dodds explained that it is for new developments and is just the preferable path.

Director Kalvans thanked the Staff for bringing the Wastewater code into modern times. Director Kalvans asked about the sewer laterals and Mr. Dodds explains that the District is

not responsible for sewer laterals, the District responsibility is the sewer main. Private lateral sewer lines up to the main are the responsibility of the property owners.

**Public Comments:** Laverne Buckman San Miguel resident asked for clarification on the Public Hearing. Mrs. Buckman voiced that the District should be relooking at the "San Miguel Community Plan" that was passed by the County of San Luis Obispo Board of Supervisors on December 2016 by Resolution 2016-306. Mrs. Buckman explained that the plan has higher income sections to help offset the low-income sections and voiced that she feels that low-income housing should not have priority. Mrs. Buckman feels that there are lots of rules, and a ton of regulations that are extensive and are being integrated into the new Wastewater Facility; for example the treatment of the wastewater for water and feels that it is a water issue. The terrace doesn't pay for sewer, but they get the benefits and voiced that she feels that it is unfair.

Discussion ensued about the "sewer discharge station" Septic Dumping and why it is in the proposed Wastewater Ordinance.

Fred Costner San Miguel Resident, asked if the current wastewater system accommodates for the dumping of septic waste? Director of Utilities Kelly Dodds explained that currently, we do not accept septic dumping. Mr. Costner explained then, that Mrs. Buckman's concerns about the Terrace not paying should not be a concern due to them not accepting at this time. Director Green voiced that when the terrace has septic pumped, they do pay dumping fees to the entity that pumps the septic tanks. Mr. Costner asked if there was a way to maybe make monies off dumping, in the future. Discussion ensued. Director of Utilities Kelly Dodds explained that the Wastewater Code is current regulations and that if a thing like the "chemical dumping" isn't in the code the District has no recourse. Discussion ensued about taking septic material and charging a fee in the future for dumping.

*Information Item Only*

3. **Discussion on the status of assuming maintenance of landscaping at specific locations within the District** Item presented by Director of Utilities Kelly Dodds explaining that this item was brought back per board consensus. Mr. Dodds explained that he has talked with Mike Sanders, LAFCO, and SLO County Water Conservation. LAFCO has no issues with the District taking on landscaping powers they just requested that they are informed, and a resolution be passed. The San Miguel Chamber did get an estimate to repair the irrigation on Mission St. estimated cost would be around \$53,000 and the grant is for \$20,000. Director of Utilities Kelly Dodds explaining that the conversation with San Luis Obispo County Water Conservation group was positive but wanted clarification on who is the grant monies going to, the District or the Chamber. Discussion ensued about the type of landscaping pipe was put in and the type that would be replacing the defective pipes.

**Board Comment:** Director Sangster asked about the cost proposed in the staff report and wants to know if all three sites would take more than an hour a week.

Director Green asked why we would even propose putting district employees on the freeway for the Discover San Miguel gateway sign landscaping.

Director Kalvans voiced that the Lighting Fund is in good shape and would like to propose funds in the Budget.

Director Green asked to get more information.

Director Parent asked for a status update on the lighting in town that has been approved.

Director Green asked for an estimated cost to replace the proposed lighting that has not been approved yet. Voicing that 24 to be converted and 10 new poles and 20 on old poles. Park and Ride and cost analysis for everything on the list, including the east side of Mission Street.

Director Sangster asked about the bidding process for contractors and the County Contract. Director Sangster asked about the street light on Verde, and if that light was scheduled to be fixed.

**Public Comment:** Owen Davis San Miguel Resident voiced that he feels that the District should hire a landscaper.

Laverne Buckman San Miguel Resident explained the background with the landscaping on Mission street. Mrs. Buckman voiced that in the Cash Report that light fund had \$480,000. Mike Sanders San Miguel Resident, business owner, and President of the San Miguel Advisory Council voice that the Chamber has put a lot of money and grant money into the Mission Street landscaping and that the pipes are under the sidewalk. Mr. Sanders voiced that the C.S.D is the only entity in San Miguel that has money and the beautification of the community is important. Discussion ensued about the history of the landscaping.

*The consensus of the Board is to have additional information on potential maintenance costs as well as what projects and costs the Lighting department already had planned at the next regular meeting.*

- 4. Discussion on the status of Machado Wastewater Treatment Facility expansion and aeration upgrade project.** Item presented by the Director of Utilities Kelly Dodds, explaining that the Facility is at 85% capacity. The work on the layout of the plant is continuing and will come back to the board with plans. Dr. Reely and Mr. Dodds have been meeting with all the entities and feel that they are very positive about the facility. There has been confirmation on SRF funds for design and construction drawings for \$250,000 and are working with a \$177,000 grant at this time from IRWM for engineering and groundwater study.

**Board Comment:** None

**Public Comment:** None

*Information Item Only*

- 5. Review and approve Resolution 2019-28 approving a rate increase for construction hydrant meter usage from \$4.63 per HCF to \$5.01 per HCF to be effective August 16<sup>th</sup>, 2019** Item presented by Director of Utilities Kelly Dodds explained that this is a similar request as last year, and with the water rate increase that has gone into effect on July 16, 2019, this will keep hydrant meter up to date with that increase. Mr. Dodds explained that all Hydrant customers have been notified.

**Board Comment:** None

**Public Comment:** None

Motion by Director Sangster to approve Resolution 2019-28 approving a rate increase for construction hydrant meter usage from \$4.63 per HCF to \$5.01 per HCF to be effective August 16<sup>th</sup>, 2019

Seconded by Director Parent. Motion was approved by Vote of 5 AYES and 0 NOES and 0 ABSENT.

**XII. BOARD COMMENT:** Director Palafox asked about the Father Reginal Park, and who it's maintained by? Maintained by the Native Sons of Golden West, and SLO County pays for the water service.

Director Green asked that staff work getting a letter drafted about no debit card for any district bank accounts, and have it sent to Pacific Premier Bank

Director Green also would like to have the Wilson Creek MOA on the next agenda.

**XIII. ADJOURNMENT TO NEXT MEETING 08-01-2019 Special Meeting:**

Approximately 10:45 P.M

DRAFT



SAN MIGUEL COMMUNITY SERVICES DISTRICT  
BOARD OF DIRECTORS  
AUGUST 1, 2019 SPECIAL MEETING MINUTES

MEETING HELD AT DISTRICT OFFICES  
1150 MISSION STREET  
SAN MIGUEL, CA 93451

- I. Meeting Called to Order by President Green – 6:01 p.m.
- II. Pledge of Allegiance led by Director Kalvans.
- III. **Roll Call:** Directors Present: Green, Parent, Kalvans, Sangster, and Palafox  
Directors Absent: None  
District Staff in attendance: Interim General Manager Rob Roberson, District General Counsel Seikaly  
District Staff Absent: Board Clerk Tamara Parent, Director of Utilities Kelly Dodds, Bookkeeper Paola Freeman, and District Engineer Dr. Blaine Reely
- IV. **Adoption of Regular Meeting Agenda:**  
Motion by Director Sangster to approve the agenda.  
Seconded by Director Parent. Motion was approved by Vote of 5 AYES and 0 NOES and 0 ABSENT.
- V. **Public Comment and Communications for items not on the Agenda:** None
- VI. **Special Presentations/Public Hearings/Other:** None
- VII. **Staff & Committee Reports – Receive & File:** None
- VIII. **Consent Calendar:** None
- IX. **BOARD ACTION ITEMS:**
  1. **Discussion on Debit Card Restriction.** Item was presented by Interim General Manager Rob Roberson explaining that it is in the best interest of the district to have on file with Pacific Premier Bank that no Debit Cards will be issued for District Bank Accounts.  
**Board Comment:** Director Green explained his experience at Pacific Premier Bank and why he feels that the letter is important for the District.  
**Public Comment:** None

*The consensus of the Board is to deliver the signed letter to Pacific Premier Bank.*

- X. ADJOURN TO CLOSED SESSION:** (Public Comment for items on closed session agenda)
- 1. CONFERENCE WITH LABOR NEGOTIATORS** (Pursuant to Government Code Section 54954.5(f) and Government Code Section 54957.6) Unrepresented Bargaining Units: Non-Management Non-Confidential Unit and Non-Management Confidential Unit.
- XI. Report out of Closed Session:** No reportable action. Direction was given to staff.
- XII. BOARD COMMENT:** None
- XIII. ADJOURNMENT TO NEXT MEETING 8-22-2019:** Approximately 8:07 P.M.

DRAFT



## San Miguel Community Services District

### Board of Directors

August 22, 2019

AGENDA ITEM: XI-1

**SUBJECT:** Bookkeeper Report for July 2019

**RECOMMENDATION: Review and File the Enumeration for Financial Reports for July 2019**

**July 2019 Payroll Expense:** CSD Utilities \$53,184.76~Fire Department \$8005.71 (including all liabilities)

**July 2019 Income:** \$164,318.46

**July 2019 Expenses:** \$188,300.95 (not including payroll)

1. SDRMA Property Liability/ workers Comp \$58,002.24
2. Churchwell White LLP \$15,062.79
3. PGE \$10,869.40
4. SLOACTTC LAFCO \$6,785.63
5. Monsoon Ventures \$5,590.00
6. Shore-Tek Trench \$5,181.45
7. Fire Chief Association \$2,325.00
8. California School Boards GASB \$1875.00
9. Schneider Electric \$1621.62
10. Local IT \$1254.50

**Recommendation:** Review and File the Enumeration for the Financial Reports for July 2019. This item is for information and discussion only.

**PREPARED BY:**

*Paola Freeman*

Paola Freeman, Bookkeeper

08/16/19  
12:07:27

SAN MIGUEL COMMUNITY SERVICES DISTRICT  
Claim Details  
For the Accounting Period: 7/19

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Report ID: AP100V

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5066	17943S	385 A-1 GLASS	290.21					
1	19753	07/13/19 Replace Windshield #8630	290.21			20 62000	354	10200
		<b>Total for Vendor:</b>	<b>290.21</b>					
5031	17918S	622 BALDWIN ELECTRICT SERVICE	250.00					
River Lift Station pumps not running full cycle								
1	102	07/08/19 River Lift Pumps not running	250.00			40 64000	353	10200
5032	17918S	622 BALDWIN ELECTRICT SERVICE	220.71					
Waste Water Treatment Facility								
1	101	07/08/19 Cut in receptacle for cable	110.35			40 64000	305	10200
2	101	07/08/19 Cut in receptacle for cable	110.36			50 65000	305	10200
		<b>Total for Vendor:</b>	<b>470.71</b>					
5052	17919S	432 CA STATE FIREFIGHTERS'	80.00					
Active Firefighter Membership Dues								
05/01/19 ~ 04/30/20								
1	11038	04/26/19 Michelle Hido	80.00			20 62000	385	10200
		<b>Total for Vendor:</b>	<b>80.00</b>					
5034	17920S	631 CALIFORNIA SCHOOL BOARDS	1,875.00					
2-2019 GASB Report								
1	48870R1V6W	07/11/19 GASB Report	412.50			20 62000	325	10200
2	48870R1V6W	07/11/19 GASB Report	37.50			30 63000	325	10200
3	48870R1V6W	07/11/19 GASB Report	675.00			40 64000	325	10200
4	48870R1V6W	07/11/19 GASB Report	712.50			50 65000	325	10200
5	48870R1V6W	07/11/19 GASB Report	37.50			60 66000	325	10200
		<b>Total for Vendor:</b>	<b>1,875.00</b>					
5000	-99691E	416 CALPERS	775.00					
CalPers 457 Plan Contribution								
PPE 6/17/19 ~ 6/30/19								
1	15718078	07/05/19 CalPers 457 Plan	116.00			20 21860		10250
3	15718078	07/05/19 CalPers 457 Plan	29.00			30 21860		10250
4	15718078	07/05/19 CalPers 457 Plan	313.50			40 21860		10250
5	15718078	07/05/19 CalPers 457 Plan	313.50			50 21860		10250

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SAN MIGUEL COMMUNITY SERVICES DISTRICT  
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Claim/ Line #	Check #	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
6	15718078	07/05/19 CalPers 457 Plan	3.00			60 21860		10250
5065	-99690E	416 CALPERS CalPers 457 Plan Contribution PPE 6/03/19 ~ 6/16/19	775.00					
1	15703834	06/21/19 CalPers 457 Plan	116.00			20 21860		10250
3	15703834	06/21/19 CalPers 457 Plan	29.00			30 21860		10250
4	15703834	06/21/19 CalPers 457 Plan	313.50			40 21860		10250
5	15703834	06/21/19 CalPers 457 Plan	313.50			50 21860		10250
6	15703834	06/21/19 CalPers 457 Plan	3.00			60 21860		10250
5088	-99689E	416 CALPERS CalPers 3100 Retirement Classic	868.63					
1	05/10/19	CalPers 3100 Retirement	0.00			20 21850		10250
2	05/10/19	CalPers 3100 Retirement	43.43			30 21850		10250
3	05/10/19	CalPers 3100 Retirement	390.88			40 21850		10250
4	05/10/19	CalPers 3100 Retirement	390.88			50 21850		10250
5	05/10/19	CalPers 3100 Retirement	43.44			60 21850		10250
5089	-99688E	416 CALPERS CalPers 3100 Retirement Classic July 5th payroll	831.57					
1	05/10/19	CalPers 3100 Retirement	0.00			20 21850		10250
2	05/10/19	CalPers 3100 Retirement	41.58			30 21850		10250
3	05/10/19	CalPers 3100 Retirement	374.20			40 21850		10250
4	05/10/19	CalPers 3100 Retirement	374.20			50 21850		10250
5	05/10/19	CalPers 3100 Retirement	41.59			60 21850		10250
5096	-99685E	416 CALPERS Annual Unfunded Accrued Liability Actuarial Valuation as of June 30, 2017 Rate Plan 4680	913.00					
1	15708949	07/01/19 Annual Unfunded Accrued Liab	456.50			40 64000	225	10200
2	15708949	07/01/19 Annual Unfunded Accrued Liab	456.50			50 65000	225	10200

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5100	-99682E	416 CALPERS	12,317.00					
Annual Unfunded Accrued Liability Actuarial Valuation as of June 30, 2017 Rate Plan 4680								
1	15708943	07/01/19 Annual Unfunded Accrued Liab	2,709.74*			20 62000	225	10200
2	15708943	07/01/19 Annual Unfunded Accrued Liab	246.34			30 63000	225	10200
3	15708943	07/01/19 Annual Unfunded Accrued Liab	4,434.12			40 64000	225	10200
4	15708943	07/01/19 Annual Unfunded Accrued Liab	4,680.46			50 65000	225	10200
5	15708943	07/01/19 Annual Unfunded Accrued Liab	246.34			60 66000	225	10200
5109	-99681E	416 CALPERS	1,617.03					
CalPers PEPRA Retirement PPE 07/01/19 ~ 07/14/19								
1	15734218	07/14/19 CalPers PEPRA Retirement	34.54			20 21850		10250
2	15734218	07/14/19 CalPers PEPRA Retirement	17.27			30 21850		10250
3	15734218	07/14/19 CalPers PEPRA Retirement	693.79			40 21850		10250
4	15734218	07/14/19 CalPers PEPRA Retirement	853.70			50 21850		10250
5	15734218	07/14/19 CalPers PEPRA Retirement	17.73			60 21850		10250
5111	-99679E	416 CALPERS	1,736.41					
CalPers PEPRA Retirement PPE 06/17/19 ~ 06/630/19								
1	15672396	06/30/19 CalPers PEPRA Retirement	504.71			20 21850		10250
2	15672396	06/30/19 CalPers PEPRA Retirement	30.01			30 21850		10250
3	15672396	06/30/19 CalPers PEPRA Retirement	600.85			40 21850		10250
4	15672396	06/30/19 CalPers PEPRA Retirement	600.84			50 21850		10250
5	15672396	06/30/19 CalPers PEPRA Retirement	0.00			60 21850		10250
<b>Total for Vendor:</b>			<b>19,833.64</b>					
5022	17898S	521 CHAPARRAL BUSINESS MACHINES,	67.30					
Maintenance Contract #6913-02 Samsung/X4250LX								
Acct No. 013014								
1	439037	07/02/19 Maint Contract 7/4/19 ~ 8/3/1	32.50*			40 64000	334	10200
2	439037	07/02/19 Maint Contract 7/4/19 ~ 8/3/19	32.50*			50 65000	334	10200
3	439037	07/02/19 Overage Charges 6/4 ~ 7/3/19	1.15*			40 64000	334	10200
4	439037	07/02/19 Overage Charges 6/4 ~ 7/3/19	1.15*			50 65000	334	10200
<b>Total for Vendor:</b>			<b>67.30</b>					

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5049	17921S	67 CHARTER COMMUNICATIONS	309.94					
	Acct# 8245-10-105-0027311	Spectrum Business Internet/Voice						
	Service 7/11/19 ~ 8/10/19							
1	7311071119	07/11/19 Internet/Voice	103.31			20 62000	375	10200
2	7311071119	07/11/19 Internet/Voice	103.31			40 64000	375	10200
4	7311071119	07/11/19 Internet/Voice	103.32			50 65000	375	10200
5079	17946S	67 CHARTER COMMUNICATIONS	89.97					
	1765 Bonita Treatment Plant							
1	4055307-19	07/18/19 Interner/Voice	89.97			40 64000	375	10200
		<b>Total for Vendor:</b>	<b>399.91</b>					
5035	17922S	473 CHURCHWELL WHITE LLP	15,062.79					
	Professional Services Rendered through June 3 2019							
1	35348	07/10/19 General Counsel	296.38			20 62000	327	10200
2	35348	07/10/19 General Counsel	26.94			30 63000	327	10200
3	35348	07/10/19 General Counsel	543.31			40 64000	327	10200
4	35348	07/10/19 General Counsel	570.26			50 65000	327	10200
5	35348	07/10/19 General Counsel	26.94			60 66000	327	10200
6	35349	07/10/19 Steinbeck vs SLO	678.55			50 65000	332	10200
7	35350	07/10/19 Water	186.20			50 65000	327	10200
8	35351	07/10/19 Solid Waste	5,976.41			40 64000	327	10200
9	35353	07/10/19 HR	54.71			20 62000	327	10200
10	35353	07/10/19 HR	4.97			30 63000	327	10200
11	35353	07/10/19 HR	507.89			40 64000	327	10200
12	35353	07/10/19 HR	512.86			50 65000	327	10200
13	35353	07/10/19 HR	4.97			60 66000	327	10200
14	35354	07/10/19 MOU Negotiation	240.00			40 64000	331	10200
15	35354	07/10/19 MOU Negotiation	240.00			50 65000	331	10200
16	35355	07/10/19 HR Investigation	210.67			20 62000	327	10200
17	35355	07/10/19 HR Investigation	19.15			30 63000	327	10200
18	35355	07/10/19 HR Investigation	344.74			40 64000	327	10200
19	35355	07/10/19 HR Investigation	363.89			50 65000	327	10200
20	35355	07/10/19 HR Investigation	19.15			60 66000	327	10200
22	35352	07/10/19 White Oak	32.00			50 65000	327	10200

\* ... Over spent expenditure

Claim/ Line #	Check #	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
23	35358	07/10/19 Sewer	4,202.80			40 64000	327	10200
		<b>Total for Vendor:</b>	<b>15,062.79</b>					
5059	17924S	429 COUNTY OF SAN LUIS OBISPO - EH	105.60					
	ACCT# AR0011381							
1	IN120761	07/02/19 Cross Connection	105.60			50 65000	362	10200
		<b>Total for Vendor:</b>	<b>105.60</b>					
5064	17925S	999999 DESTINY JOHNSON	21.00					
		Water & Sewer Deposit Refund						
		1415 Rio Vista Place						
1	27437-02	07/15/19 Water deposit refund	21.00			50 20550		10200
		<b>Total for Vendor:</b>	<b>21.00</b>					
5042	17927S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
	#8000653							
1	982089A	06/25/19 Metals	67.00			50 65000	358	10200
5070	17947S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
	#8000653							
1	982184A	07/24/19 Metals	67.00			50 65000	358	10200
5071	17947S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
	#8000653							
1	982256A	08/25/19 Metals	67.00			50 65000	358	10200
5082	17947S	112 FGL - ENVIRONMENTAL ANALYTICAL	162.00					
	#8000654							
1	982181A	07/01/18 Metals/Chemistry	162.00			40 64000	355	10200
5083	17947S	112 FGL - ENVIRONMENTAL ANALYTICAL	180.00					
	#8000654							
1	982182A	07/25/19 Metals/Chemistry	180.00			40 64000	355	10200



\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5084 #8000654	17947S 1	112 FGL - ENVIRONMENTAL ANALYTICAL 982183A 07/25/19 Metals/Chemistry	81.00 81.00			40 64000	355	10200
5085 #8000653	17947S 1	112 FGL - ENVIRONMENTAL ANALYTICAL 982257A 07/24/19 Coliform-Colilert	125.00 125.00			50 65000	359	10200
		<b>Total for Vendor:</b>	<b>749.00</b>					
5037 2019/2020	17928S 1	114 FIRE CHIEFS ASSOC OF SLO COUNTY Membership Fee 1920-64 07/01/19 Annual Membership Fee for Fir	50.00 50.00			20 62000	385	10200
5038 2019/2020	17928S 1	114 FIRE CHIEFS ASSOC OF SLO COUNTY CISM Membership Fee 1920-42 07/01/19 CISM Membership Fee for Fire	275.00 275.00			20 62000	385	10200
5039 2019/2020	17928S 1	114 FIRE CHIEFS ASSOC OF SLO COUNTY HAZ MAT Membership Fee 1920-20 07/01/19 Haz Mat Membership Fee for Fi	2,000.00 2,000.00			20 62000	385	10200
		<b>Total for Vendor:</b>	<b>2,325.00</b>					
5011 Acct #805-467-2015-051216-5	17902S	308 FRONTIER COMMUNICATIONS Service from 06/22/19 - 07/21/19	56.45					
Building Alarm								
	1	June 19 06/22/19 Building Alarm	28.23			40 64000	310	10200
	2	June 19 06/22/19 Building Alarm	28.22			50 65000	310	10200
5077 Acct #805-467-2818 010412-5	17948S	308 FRONTIER COMMUNICATIONS Service from 07/22/19 - 08/21/19	57.91					
	1	July 2019 07/22/19 SCADA	28.96			40 64000	310	10200
	2	July 2019 07/22/19 SCADA	28.95			50 65000	310	10200
		<b>Total for Vendor:</b>	<b>114.36</b>					

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5013	17903S	125 GREAT WESTERN ALARM	75.60					
Acct #805-467-2015-051216-5 Service from 7/01/19 to 7/31/19								
1	190602	07/01/19 Anserwing Service	37.80			40 64000	380	10200
2	190602	07/01/19 Anserwing Service	37.80			50 65000	380	10200
5014	17903S	125 GREAT WESTERN ALARM	30.00					
GW-661 Service Period: 07/01/19 ~ 07/31/19								
1	190600	07/01/19 Answering Service	10.20			20 62000	380	10200
2	190600	07/01/19 Answering Service	9.90			40 64000	380	10200
3	190600	07/01/19 Answering Service	9.90			50 65000	380	10200
<b>Total for Vendor:</b>			<b>105.60</b>					
5040	17929S	126 GREEN, JOHN	100.00					
Board Member Stipend June 27, 2019 meeting								
1	June-2019	06/27/19 Board Member Stipend 6-2019	22.00			20 62000	111	10200
2	June-2019	06/27/19 Board Member Stipend 6-2019	2.00			30 63000	111	10200
3	June-2019	06/27/19 Board Member Stipend 6-2019	36.00			40 64000	111	10200
4	June-2019	06/27/19 Board Member Stipend 6-2019	38.00*			50 65000	111	10200
5	June-2019	06/27/19 Board Member Stipend 6-2019	2.00			60 66000	111	10200
<b>Total for Vendor:</b>			<b>100.00</b>					
5036	17931S	474 L.N. CURTIS & SONS	335.92					
1	INV298497	07/11/19 Black Vantage 180 X LED Hel	335.92			20 62000	455	10200
5074	17950S	474 L.N. CURTIS & SONS	151.45					
1	INV299052	07/15/19 Small Xtrication Gloves (2)	151.45			20 62000	455	10200
<b>Total for Vendor:</b>			<b>487.37</b>					
5018	17906S	510 LOCAL IT EXPERTS	1,254.50					
IT Service ~ June 2019								
1	186	06/10/19 IT Service ~ July 2019	255.00*			20 62000	334	10200
4	186	06/10/19 IT Service ~ July 2019	255.00*			40 64000	334	10200
5	186	06/10/19 IT Service ~ July 2019	255.00*			50 65000	334	10200
6	186	06/10/19 WWTP New Install	89.00			40 64000	305	10200

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SAN MIGUEL COMMUNITY SERVICES DISTRICT  
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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
7	186 06/10/19	WWTP New Sonic Wall/WIFI	311.50			40 64000	305	10200
8	186 06/10/19	ReMote iPad suport S Young	89.00			20 62000	350	10200
		<b>Total for Vendor:</b>	<b>1,254.50</b>					
5078	17951S 165	MAILFINANCE INC. Lease No. N15013110 8-23-19 to 11-22-19	1,008.38					
1	N7834583 07/23/19	Qtrly Lease of mailing equip	221.84*			20 62000	334	10200
2	N7834583 07/29/19	Qtrly Lease of mailing equip	20.17*			30 63000	334	10200
3	N7834583 07/29/19	Qtrly Lease of mailing equip	363.02*			40 64000	334	10200
4	N7834583 07/29/19	Qtrly Lease of mailing equip	383.18*			50 65000	334	10200
5	N7834583 07/29/19	Qtrly Lease of mailing equip	20.17*			60 66000	334	10200
		<b>Total for Vendor:</b>	<b>1,008.38</b>					
5044	17932S 559	MONSOON VENTURES, INC. Salinas River GW Recharge Study	1,505.00					
1	2403 06/30/19	Salinas River GW Recharge Stud	1,505.00*			40 64000	586	10200
5046	17932S 559	MONSOON VENTURES, INC. SMCSD GSP	3,425.00					
1	2402 06/10/19	SMCSD GSP meetings	3,425.00			50 65000	324	10200
5048	17932S 559	MONSOON VENTURES, INC. SMCSD Board & Committee Meetings	660.00					
1	2401 06/12/19	Board & Committee Meetings	330.00			40 64000	326	10200
2	2401 06/12/19	Board & Committee Meetings	330.00			50 65000	326	10200
		<b>Total for Vendor:</b>	<b>5,590.00</b>					
5075	17952S 208	PG&E Acct #8565976480-8	1,069.62					
1	0619-0719 07/18/19	12th & K 8565976725	8.79			30 63000	381	10200
2	0619-0719 07/18/19	Tract 2710 - 8562053214	67.34			30 63000	381	10200
3	0619-0719 07/18/19	Tract 2710 - 8564394360	29.47			30 63000	381	10200
4	0619-0719 07/18/19	Tract 2710 - 8560673934	73.68			30 63000	381	10200
6	0619-0719 07/18/19	Mission Heights - 856597648	162.47			30 63000	381	10200
7	0619-0719 07/18/19	Tract 2605 - 8565976109	34.82			30 63000	381	10200
8	0619-0719 07/18/19	9898 River Rd. - 8565976002	323.00			30 63000	381	10200

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9	0619-0719	07/18/19 9898 River Rd. - 8565976004	41.62			30 63000	381	10200
10	0619-0719	07/18/19 9898 River Rd. - 8565976008	196.99			30 63000	381	10200
11	0619-0719	07/18/19 9898 River Rd. - 8565976014	66.31			30 63000	381	10200
12	0619-0719	07/18/19 9898 River Rd. - 8565976481	46.19			30 63000	381	10200
13	0619-0719	07/18/19 9898 River Rd. - 8565976483	18.94			30 63000	381	10200
<b>Total for Vendor:</b>			<b>1,069.62</b>					
5076	17953S	209 PG&E	10,869.40					
Acct #3675186851-8								
1	0619-0719	07/19/19 Old Fire Station / 1297 L S	21.82			20 62000	381	10200
2	0619-0719	07/19/19 New Fire Station 1150 Missi	6.51			20 62000	381	10200
3	0619-0719	07/19/19 Water Works #1 / Well 3	2,419.07			50 65000	381	10200
4	0619-0719	07/19/19 Bonita Pl & 16th / Well 4	1,702.52			50 65000	381	10200
5	0619-0719	07/19/19 N St / WWTP	6,266.71			40 64000	381	10200
6	0619-0719	07/19/19 2HP Booster Station	15.62			50 65000	381	10200
7	0619-0719	07/19/19 Mission Heights Booster	9.86			50 65000	381	10200
8	0619-0719	07/19/19 14th St. & K St.	54.34			50 65000	381	10200
9	0619-0719	07/19/19 942 Soka Way lift station	61.00			40 64000	381	10200
10	0619-0719	07/19/19 Missn & 12th Lanscape-St li	197.55			30 63000	381	10200
11	0619-0719	07/19/19 SLT Well Drink Water	114.40			50 65000	381	10200
<b>Total for Vendor:</b>			<b>10,869.40</b>					
5087	17942S	999999 SAN MIGUEL COMMUNITY SERVICES	8,262.36					
To payoff interfund transaction going back to 2014 & 2015								
1	07/30/19	loan repayment 06-30-19	8,262.36			20 20600		10200
<b>Total for Vendor:</b>			<b>8,262.36</b>					
5027	1S	481 SAN MIGUEL COMMUNITY SERVICES	45,550.50					
Transfer funds from Pacific Western Vehicle replacement to Capital Reserve								
1	Transfer	07/01/19	30,130.01			20 10600		10260
2	Transfer	07/01/19	10,125.06			30 10600		10260
3	Transfer	07/01/19	2,125.84			40 10600		10260
4	Transfer	07/01/19	3,169.59			50 10600		10260
<b>Total for Vendor:</b>			<b>45,550.50</b>					

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4998	17909S	238 SAN MIGUEL GARBAGE	103.98					
Account #318691 Service 07/01/2019 ~ 07/31/2019								
1	07/01/19	WWTP Monthly Trash Disposal	51.99			40 64000	383	10200
2	07/01/19	WWTP Monthly Trash Disposal	51.99			50 65000	383	10200
<b>Total for Vendor:</b>			<b>103.98</b>					
5058	17933S	572 SCHNIEDER ELECTRICAL USA INC	1,621.62					
Support July 2019 to June 2020								
1	94007007	07/11/19 Clear Scada Service & Suppor	756.00			40 27000		10200
2	94007007	07/11/19 Clear Scada Service & Suppor	756.00			50 27000		10200
3	94007007	07/11/19 Taxes	54.81			40 64000	459	10200
4	94007007	07/11/19 Taxes	54.81			50 65000	459	10200
<b>Total for Vendor:</b>			<b>1,621.62</b>					
5021	17910S	247 SDRMA	18,539.73					
Workers' Compensation 2019-20 Member #: 5142								
1	66219	05/14/19 Workers Comp	6,266.44			20 62000	120	10200
3	66219	05/14/19 Workers Comp	1.08			30 63000	120	10200
4	66219	05/14/19 Workers Comp	6,907.11*			40 64000	120	10200
6	66219	05/14/19 Workers Comp	5,364.02*			50 65000	120	10200
7	66219	05/14/19 Workers Comp	1.08			60 66000	120	10200
5025	17910S	247 SDRMA	39,462.51					
Property/Liability Package Program, annual invoice 20198-20								
1	66665	05/16/19 Property/Liability	12,963.19*			20 62000	328	10200
2	66665	05/16/19 Property/Liability	363.97			30 63000	328	10200
3	66665	05/16/19 Property/Liability	10,029.17*			40 64000	328	10200
4	66665	05/16/19 Property/Liability	15,742.20*			50 65000	328	10200
5	66665	05/16/19 Property/Liability	363.98*			60 66000	328	10200
<b>Total for Vendor:</b>			<b>58,002.24</b>					

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5053	17934S	349 SHORE-TEK TRENCH & EXCAVATION	1,714.29					
		Monitor 4 gas-lel/oxy/co/h ~ GX 3R 4 Gas Monitor						
1	4318	07/15/19 CalibrationGX-3R	857.15			40 64000	490	10200
2	4318	07/15/19 CalibrationGX-3R	857.14			50 65000	490	10200
5054	17934S	349 SHORE-TEK TRENCH & EXCAVATION	3,467.16					
		1765 Bonita lifting nut welded on each plate, non skid coating, initials welded on plate						
1	4324	07/16/19 2 New Trench Plated	1,733.58			40 64000	490	10200
2	4324	07/16/19 2 New Trench Plated	1,733.58			50 65000	490	10200
		<b>Total for Vendor:</b>	<b>5,181.45</b>					
5005	17911S	437 SLOACTTC	6,785.63					
		LAFCO 2019-20						
1	LAFCO18-19	06/12/19 LAFCO 2019-20	2,035.69*			20 62000	394	10200
2	LAFCO18-19	06/12/19 LAFCO 2019-20	339.28*			30 63000	394	10200
3	LAFCO18-19	06/12/19 LAFCO 2019-20	2,035.69			40 64000	394	10200
4	LAFCO18-19	06/12/19 LAFCO 2019-20	2,035.69			50 65000	394	10200
5	LAFCO18-19	06/12/19 LAFCO 2019-20	339.28*			60 66000	394	10200
		<b>Total for Vendor:</b>	<b>6,785.63</b>					
5055	17935S	352 STAPLES CREDIT PLAN	682.19					
		Office Supplies						
1	2317096911	07/10/19 HP 94X Black Ink	60.77			20 62000	410	10200
2	2317096911	07/10/19 HP 94X Black Ink	60.77			40 64000	410	10200
3	2317096911	07/10/19 HP 94X Black Ink	60.77			50 65000	410	10200
4	2317096911	07/10/19 Commercial Shredder	180.56			20 62000	305	10200
5	2317096911	07/10/19 Paper	16.19			20 62000	410	10200
6	2317096911	07/10/19 Paper	1.47*			30 63000	410	10200
7	2317096911	07/10/19 Paper	26.49			40 64000	410	10200
8	2317096911	07/10/19 Paper	27.96			50 65000	410	10200
9	2317096911	07/10/19 Paper	1.47*			60 66000	410	10200
10	2317096911	07/10/19 File Shelf	32.31			20 62000	410	10200
11	2317096911	07/10/19 Office Supplies	31.30			20 62000	410	10200
12	2317096911	07/10/19 Office Supplies	2.85*			30 63000	410	10200
13	2317096911	07/10/19 Office Supplies	51.22			40 64000	410	10200

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14	2317096911	07/10/19 Office Supplies	54.06			50 65000	410	10200
15	2317096911	07/10/19 Office Supplies	2.85*			60 66000	410	10200
16	2317096911	07/10/19 3Ring	43.73			20 62000	410	10200
17	2317096911	07/10/19 Thermal Pouches	9.14			20 62000	410	10200
18	2317096911	07/10/19 Thermal Pouches	9.14			40 64000	410	10200
19	2317096911	07/10/19 Thermal Pouches	9.14			50 65000	410	10200
<b>Total for Vendor:</b>			<b>682.19</b>					
5023	17912S	460 STATE WATER RESOURCES CONTROL	120.00					
Waste Water Treatment Plant Examination Matthew Stiles								
1	July 2019	07/09/19 Examination App M Stiles	120.00			40 64000	715	10200
<b>Total for Vendor:</b>			<b>120.00</b>					
5056	17936S	534 STREAMLINE	200.00					
Web Page Hosting								
1	101028	07/10/19 Web Page Monthly Fee July	44.00			20 62000	376	10200
2	101028	07/10/19 Web Page Monthly Fee July	4.00			30 63000	376	10200
3	101028	07/10/19 Web Page Monthly Fee July	72.00*			40 64000	376	10200
4	101028	07/10/19 Web Page Monthly Fee July	76.00			50 65000	376	10200
5	101028	07/10/19 Web Page Monthly Fee July	4.00			60 66000	376	10200
<b>Total for Vendor:</b>			<b>200.00</b>					
5063	17937S	629 TNT FIREWORKS	704.00					
Refundable Clean up bond 1130 Mission Street 7-2019								
Refundable Clean up bond 1040 K Street 7-2019								
1	101	07/16/19 1130 Mission Street	204.00			20 40310		10200
2	101	07/16/19 1040 K Street	500.00			20 40310		10200
<b>Total for Vendor:</b>			<b>704.00</b>					
5060	17938S	289 TOTALFUNDS BY HASLER	1,000.00					
Acct#7900011001302978								
1	July19	07/10/19 Postage	500.00			40 64000	315	10200
2	July19	07/10/19 Postage	500.00			50 65000	315	10200
<b>Total for Vendor:</b>			<b>1,000.00</b>					

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5086	17956S	301 US BANK	677.88					
1	July-2647	07/22/19 Tire Foam, Scratch ERSR	57.08			20 62000	354	10200
2	July-2647	07/22/19 Postage	1.60			20 62000	315	10200
3	July-2647	07/22/19 Checks for Less	25.34			20 62000	305	10200
4	July-2647	07/22/19 Checks for Less	25.35			40 64000	305	10200
5	July-2647	07/22/19 Checks for Less	25.35			50 65000	305	10200
6	July-2647	07/22/19 Lowes~Keys~Gloves~Shank	16.66			40 64000	490	10200
7	July-2647	07/22/19 Lowes~Keys~Gloves~Shank	16.66			50 65000	490	10200
8	July-2647	07/22/19 Lowes~Keys~Gloves~Shank	37.63			40 64000	490	10200
9	July-2647	07/22/19 Boot Barn M.Stiles	67.34			40 64000	495	10200
10	July-2647	07/22/19 Boot Barn M.Stiles	67.34			50 65000	495	10200
11	July-2647	07/22/19 Amazon Batteries	45.97			20 62000	305	10200
12	July-2647	07/22/19 Amazon Pelican Vault	20.78			40 64000	490	10200
13	July-2647	07/22/19 Amazon Pelican Vault	20.78			50 65000	490	10200
14	July-2647	07/22/19 Paso Glass Front Window	125.00			40 64000	305	10200
15	July-2647	07/22/19 Paso Glass Front Window	125.00			50 65000	305	10200
		<b>Total for Vendor:</b>	<b>677.88</b>					
5057	17939S	327 VALLI INFORMATION SYSTEMS	75.00					
		Web Posting service for July 2019						
1	53813/July	06/30/19 Web Posting, Online Maint.	37.50			40 64000	305	10200
2	53813/July	06/30/19 Web Posting, Online Maint.	37.50			50 65000	305	10200
		<b>Total for Vendor:</b>	<b>75.00</b>					
5061	17940S	511 VERIZON	70.72					
		Laptop 805-423-7591,805-591-9233,805-591-9352						
		Laptop 805-369-9703						
06/09/19 ~ 07/08/19								
1	9833654656	07/31/19 Laptop	20.48			20 62000	310	10200
2	9833654656	07/31/19 Laptop	25.12			40 64000	310	10200
3	9833654656	07/31/19 Laptop	25.12			50 65000	310	10200
		<b>Total for Vendor:</b>	<b>70.72</b>					



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5062	17941S	310 VIBORG SAND & GRAVEL, INC.	1,560.13					
		Water Treatment Plant Asphalt Cold Mix						
1	37422	07/11/19 Asphalt Cold Mix	1,560.13			50 65000	353	10200
		<b>Total for Vendor:</b>	<b>1,560.13</b>					
		<b># of Claims</b>	<b>61</b>	<b>Total:</b>				<b>192,477.09</b>
		<b>Total Electronic Claims</b>						<b>19,833.64</b>
		<b>Total Non-Electronic Claims</b>						<b>172643.45</b>

<b>Fund/Account</b>	<b>Amount</b>
20 FIRE PROTECTION DEPARTMENT	
10200 Operating Cash - Premier	\$38,396.41
10250 HOB - Payroll	\$771.25
10260 Pac Western Bank --Vehicle Replmnt	\$30,130.01
30 STREET LIGHTING DEPARTMENT	
10200 Operating Cash - Premier	\$2,336.89
10250 HOB - Payroll	\$190.29
10260 Pac Western Bank --Vehicle Replmnt	\$10,125.06
40 WASTEWATER DEPARTMENT	
10200 Operating Cash - Premier	\$51,333.67
10250 HOB - Payroll	\$2,686.72
10260 Pac Western Bank --Vehicle Replmnt	\$2,125.84
50 WATER DEPARTMENT	
10200 Operating Cash - Premier	\$47,186.25
10250 HOB - Payroll	\$2,846.62
10260 Pac Western Bank --Vehicle Replmnt	\$3,169.59
60 SOLID WASTE DEPARTMENT	
10200 Operating Cash - Premier	\$1,069.73
10250 HOB - Payroll	\$108.76
<b>Total:</b>	<b>\$192,477.09</b>

20 FIRE PROTECTION DEPARTMENT

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
40000					
40220 Weed Abatement Fees	652.00	652.00	0.00	-652.00	** %
40300 Fireworks Permit Fees	0.00	0.00	2,200.00	2,200.00	0 %
40310 Fireworks Refundable C/Up Bond	-704.00	-704.00	0.00	704.00	** %
40410 Mutual Aid Fires	0.00	0.00	100,000.00	100,000.00	0 %
40420 Ambulance Reimbursement	0.00	0.00	4,400.00	4,400.00	0 %
40500 VFA Assistance Grant	0.00	0.00	20,000.00	20,000.00	0 %
<b>Account Group Total:</b>	<b>-52.00</b>	<b>-52.00</b>	<b>126,600.00</b>	<b>126,652.00</b>	<b>0 %</b>
43000 Property Taxes Collected					
43000 Property Taxes Collected	18,530.07	18,530.07	390,856.00	372,325.93	5 %
<b>Account Group Total:</b>	<b>18,530.07</b>	<b>18,530.07</b>	<b>390,856.00</b>	<b>372,325.93</b>	<b>5 %</b>
46000 Revenues & Interest					
46000 Revenues & Interest	26.92	26.92	0.00	-26.92	** %
<b>Account Group Total:</b>	<b>26.92</b>	<b>26.92</b>	<b>0.00</b>	<b>-26.92</b>	<b>** %</b>
<b>Fund Total:</b>	<b>18,504.99</b>	<b>18,504.99</b>	<b>517,456.00</b>	<b>498,951.01</b>	<b>4 %</b>

30 STREET LIGHTING DEPARTMENT

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
43000 Property Taxes Collected					
43000 Property Taxes Collected	2,104.63	2,104.63	101,367.00	99,262.37	2 %
<b>Account Group Total:</b>	<b>2,104.63</b>	<b>2,104.63</b>	<b>101,367.00</b>	<b>99,262.37</b>	<b>2 %</b>
46000 Revenues & Interest					
46000 Revenues & Interest	4.89	4.89	0.00	-4.89	** %
46100 Realized Earnings	1,428.78	1,428.78	0.00	-1,428.78	** %
<b>Account Group Total:</b>	<b>1,433.67</b>	<b>1,433.67</b>	<b>0.00</b>	<b>-1,433.67</b>	<b>** %</b>
<b>Fund Total:</b>	<b>3,538.30</b>	<b>3,538.30</b>	<b>101,367.00</b>	<b>97,828.70</b>	<b>3 %</b>

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## 40 WASTEWATER DEPARTMENT

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
40000					
40900 Wastewater Sales	63,369.75	63,369.75	675,624.00	612,254.25	9 %
40910 Wastewater Late Charges	29.98	29.98	0.00	-29.98	** %
<b>Account Group Total:</b>	<b>63,399.73</b>	<b>63,399.73</b>	<b>675,624.00</b>	<b>612,224.27</b>	<b>9 %</b>
43000 Property Taxes Collected					
43000 Property Taxes Collected	1,356.21	1,356.21	54,362.00	53,005.79	2 %
<b>Account Group Total:</b>	<b>1,356.21</b>	<b>1,356.21</b>	<b>54,362.00</b>	<b>53,005.79</b>	<b>2 %</b>
46000 Revenues & Interest					
46000 Revenues & Interest	44.05	44.05	0.00	-44.05	** %
<b>Account Group Total:</b>	<b>44.05</b>	<b>44.05</b>	<b>0.00</b>	<b>-44.05</b>	<b>** %</b>
<b>Fund Total:</b>	<b>64,799.99</b>	<b>64,799.99</b>	<b>729,986.00</b>	<b>665,186.01</b>	<b>9 %</b>

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50 WATER DEPARTMENT

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
41000 Water Sales					
41000 Water Sales	74,091.86	74,091.86	797,294.00	723,202.14	9 %
41005 Water Late Charges	478.70	478.70	0.00	-478.70	** %
<b>Account Group Total:</b>	<b>74,570.56</b>	<b>74,570.56</b>	<b>797,294.00</b>	<b>722,723.44</b>	<b>9 %</b>
43000 Property Taxes Collected					
43000 Property Taxes Collected	0.00	0.00	19,950.00	19,950.00	0 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>19,950.00</b>	<b>19,950.00</b>	<b>0 %</b>
46000 Revenues & Interest					
46000 Revenues & Interest	27.15	27.15	0.00	-27.15	** %
46007 State/Federal Grants	0.00	0.00	30,000.00	30,000.00	0 %
<b>Account Group Total:</b>	<b>27.15</b>	<b>27.15</b>	<b>30,000.00</b>	<b>29,972.85</b>	<b>0 %</b>
<b>Fund Total:</b>	<b>74,597.71</b>	<b>74,597.71</b>	<b>847,244.00</b>	<b>772,646.29</b>	<b>9 %</b>

60 SOLID WASTE DEPARTMENT

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
46000 Revenues & Interest					
46005 Franchise Fees	2,877.47	2,877.47	32,323.00	29,445.53	9 %
<b>Account Group Total:</b>	<b>2,877.47</b>	<b>2,877.47</b>	<b>32,323.00</b>	<b>29,445.53</b>	<b>9 %</b>
<b>Fund Total:</b>	<b>2,877.47</b>	<b>2,877.47</b>	<b>32,323.00</b>	<b>29,445.53</b>	<b>9 %</b>
<b>Grand Total:</b>	<b>164,318.46</b>	<b>164,318.46</b>	<b>2,228,376.00</b>	<b>2,064,057.54</b>	<b>7 %</b>

Fund	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT	18,504.99	18,504.99	517,456.00	498,951.01	4 %
30 STREET LIGHTING DEPARTMENT	3,538.30	3,538.30	101,367.00	97,828.70	3 %
40 WASTEWATER DEPARTMENT	64,799.99	64,799.99	729,986.00	665,186.01	9 %
50 WATER DEPARTMENT	74,597.71	74,597.71	847,244.00	772,646.29	9 %
60 SOLID WASTE DEPARTMENT	2,877.47	2,877.47	32,323.00	29,445.53	9 %
<b>Grand Total:</b>	<b>164,318.46</b>	<b>164,318.46</b>	<b>2,228,376.00</b>	<b>2,064,057.54</b>	<b>7 %</b>



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Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
20 FIRE PROTECTION DEPARTMENT							
62000 Fire							
62000 Fire							
	105 Salaries and Wages	7,895.02	7,895.02	66,000.00	66,000.00	58,104.98	12 %
	111 BOD Stipend	66.00	66.00	990.00	990.00	924.00	7 %
	115 Payroll Expenses	626.22	626.22	0.00	0.00	-626.22	*** %
	120 Workers' Compensation	6,266.44	6,266.44	8,000.00	8,000.00	1,733.56	78 %
	121 Physicals	0.00	0.00	2,500.00	2,500.00	2,500.00	0 %
	125 Volunteer firefighter stipends	7,361.61	7,361.61	72,000.00	72,000.00	64,638.39	10 %
	126 Strike Team Pay - VFF	0.00	0.00	100,000.00	100,000.00	100,000.00	0 %
	135 Payroll Tax - FICA	634.57	634.57	9,000.00	9,000.00	8,365.43	7 %
	140 Payroll Tax - Medicare	116.45	116.45	4,000.00	4,000.00	3,883.55	3 %
	155 Payroll Tax - SUI	2.48	2.48	5,000.00	5,000.00	4,997.52	0 %
	160 Payroll Tax - ETT	0.00	0.00	300.00	300.00	300.00	0 %
	165 Payroll Tax - FUTA	0.00	0.00	7,000.00	7,000.00	7,000.00	0 %
	205 Insurance - Health	36.26	36.26	800.00	800.00	763.74	5 %
	210 Insurance - Dental	0.00	0.00	600.00	600.00	600.00	0 %
	215 Insurance - Vision	0.00	0.00	100.00	100.00	100.00	0 %
	225 Retirement - PERS expense	2,709.74	2,709.74	1,600.00	1,600.00	-1,109.74	169 %
	305 Operations and maintenance	251.87	251.87	6,000.00	6,000.00	5,748.13	4 %
	310 Phone and fax expense	20.48	20.48	800.00	800.00	779.52	3 %
	315 Postage, shipping and freight	1.60	1.60	100.00	100.00	98.40	2 %
	320 Printing and reproduction	0.00	0.00	200.00	200.00	200.00	0 %
	325 Professional svcs - Accounting	412.50	412.50	4,950.00	4,950.00	4,537.50	8 %
	327 Professional svcs - Legal (General)	561.76	561.76	25,000.00	25,000.00	24,438.24	2 %
	328 Insurance - prop and liability	12,963.19	12,963.19	12,000.00	12,000.00	-963.19	108 %
	331 Professional Services - Legal	0.00	0.00	8,250.00	8,250.00	8,250.00	0 %
	334 Maintenance Agreements	476.84	476.84	0.00	0.00	-476.84	*** %
	335 Meals - Reimbursement	0.00	0.00	600.00	600.00	600.00	0 %
	340 Meetings and conferences	0.00	0.00	500.00	500.00	500.00	0 %
	345 Mileage expense reimbursement	0.00	0.00	500.00	500.00	500.00	0 %
	350 Repairs and maint - computers	89.00	89.00	3,000.00	3,000.00	2,911.00	3 %
	351 Repairs and maint - equip	0.00	0.00	8,000.00	8,000.00	8,000.00	0 %
	352 Repairs and maint - structures	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	354 Repairs and maint - vehicles	347.29	347.29	15,000.00	15,000.00	14,652.71	2 %
	370 Dispatch services (Fire)	0.00	0.00	8,000.00	8,000.00	8,000.00	0 %
	375 Internet expenses	103.31	103.31	660.00	660.00	556.69	16 %
	376 Webpage- Upgrade/Maint	44.00	44.00	400.00	400.00	356.00	11 %
	380 Utilities - alarm service	10.20	10.20	200.00	200.00	189.80	5 %
	381 Utilities - electric	28.33	28.33	4,000.00	4,000.00	3,971.67	1 %
	382 Utilities - propane	0.00	0.00	450.00	450.00	450.00	0 %
	385 Dues and subscriptions	2,405.00	2,405.00	4,000.00	4,000.00	1,595.00	60 %
	386 Education and training	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	393 Advertising and public notices	0.00	0.00	500.00	500.00	500.00	0 %
	394 LAFCO Allocations	2,035.69	2,035.69	1,010.00	1,010.00	-1,025.69	202 %
	395 Community Outreach	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
	405 Software	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
	410 Office Supplies	193.44	193.44	400.00	400.00	206.56	48 %
	450 EMS supplies	0.00	0.00	3,500.00	3,500.00	3,500.00	0 %
	455 Fire Safety Gear & Equipment	487.37	487.37	10,000.00	10,000.00	9,512.63	5 %
	456 VFF Assistance Grant	0.00	0.00	40,000.00	40,000.00	40,000.00	0 %

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20 FIRE PROTECTION DEPARTMENT							
	465 Cell phones, radios and pagers	203.80	203.80	500.00	500.00	296.20	41 %
	470 Communication equipment	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
	475 Computer supplies and upgrades	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
	485 Fuel expense	0.00	0.00	6,500.00	6,500.00	6,500.00	0 %
	490 Small tools and equipment	0.00	0.00	3,500.00	3,500.00	3,500.00	0 %
	495 Uniform expense	0.00	0.00	3,500.00	3,500.00	3,500.00	0 %
	503 Weed Abatement Costs	0.00	0.00	3,200.00	3,200.00	3,200.00	0 %
	505 Fire Training Grounds	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
	510 Fire station addition	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
	710 County hazmat dues	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	715 Licenses, permits and fees	0.00	0.00	800.00	800.00	800.00	0 %
	960 Property tax expense	0.00	0.00	400.00	400.00	400.00	0 %
	<b>Account Total:</b>	<b>46,350.46</b>	<b>46,350.46</b>	<b>484,310.00</b>	<b>484,310.00</b>	<b>437,959.54</b>	<b>10 %</b>
	<b>Account Group Total:</b>	<b>46,350.46</b>	<b>46,350.46</b>	<b>484,310.00</b>	<b>484,310.00</b>	<b>437,959.54</b>	<b>10 %</b>
	<b>Fund Total:</b>	<b>46,350.46</b>	<b>46,350.46</b>	<b>484,310.00</b>	<b>484,310.00</b>	<b>437,959.54</b>	<b>10 %</b>
30 STREET LIGHTING DEPARTMENT							
63000 Lighting							
63000 Lighting							
	105 Salaries and Wages	1,297.09	1,297.09	10,000.00	10,000.00	8,702.91	13 %
	111 BOD Stipend	6.00	6.00	180.00	180.00	174.00	3 %
	115 Payroll Expenses	9.58	9.58	0.00	0.00	-9.58	*** %
	120 Workers' Compensation	1.08	1.08	200.00	200.00	198.92	1 %
	130 Payroll Tax - Fed W/H	0.00	0.00	500.00	500.00	500.00	0 %
	135 Payroll Tax - FICA	0.00	0.00	500.00	500.00	500.00	0 %
	140 Payroll Tax - Medicare	18.43	18.43	100.00	100.00	81.57	18 %
	155 Payroll Tax - SUI	0.30	0.30	100.00	100.00	99.70	0 %
	160 Payroll Tax - ETT	0.00	0.00	100.00	100.00	100.00	0 %
	165 Payroll Tax - FUTA	0.00	0.00	150.00	150.00	150.00	0 %
	205 Insurance - Health	9.50	9.50	500.00	500.00	490.50	2 %
	210 Insurance - Dental	0.00	0.00	75.00	75.00	75.00	0 %
	215 Insurance - Vision	0.00	0.00	20.00	20.00	20.00	0 %
	225 Retirement - PERS expense	246.34	246.34	500.00	500.00	253.66	49 %
	305 Operations and maintenance	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	310 Phone and fax expense	0.00	0.00	120.00	120.00	120.00	0 %
	320 Printing and reproduction	0.00	0.00	100.00	100.00	100.00	0 %
	325 Professional svcs - Accounting	37.50	37.50	900.00	900.00	862.50	4 %
	327 Professional svcs - Legal (General)	51.06	51.06	4,500.00	4,500.00	4,448.94	1 %
	328 Insurance - prop and liability	363.97	363.97	500.00	500.00	136.03	73 %
	331 Professional Services - Legal	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
	334 Maintenance Agreements	20.17	20.17	0.00	0.00	-20.17	*** %
	340 Meetings and conferences	0.00	0.00	350.00	350.00	350.00	0 %
	345 Mileage expense reimbursement	0.92	0.92	150.00	150.00	149.08	1 %
	350 Repairs and maint - computers	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	351 Repairs and maint - equip	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	353 Repairs & Maint- Infrastructure	0.00	0.00	24,000.00	24,000.00	24,000.00	0 %
	375 Internet expenses	0.00	0.00	120.00	120.00	120.00	0 %

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30 STREET LIGHTING DEPARTMENT							
	376 Webpage- Upgrade/Maint	4.00	4.00	100.00	100.00	96.00	4 %
	381 Utilities - electric	1,267.17	1,267.17	26,000.00	26,000.00	24,732.83	5 %
	382 Utilities - propane	0.00	0.00	100.00	100.00	100.00	0 %
	385 Dues and subscriptions	0.00	0.00	300.00	300.00	300.00	0 %
	386 Education and training	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
	393 Advertising and public notices	0.00	0.00	100.00	100.00	100.00	0 %
	394 LAFCO Allocations	339.28	339.28	200.00	200.00	-139.28	170 %
	405 Software	0.00	0.00	500.00	500.00	500.00	0 %
	410 Office Supplies	4.32	4.32	0.00	0.00	-4.32	*** %
	465 Cell phones, radios and pagers	10.99	10.99	0.00	0.00	-10.99	*** %
	485 Fuel expense	0.00	0.00	100.00	100.00	100.00	0 %
	490 Small tools and equipment	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	<b>Account Total:</b>	<b>3,687.70</b>	<b>3,687.70</b>	<b>79,065.00</b>	<b>79,065.00</b>	<b>75,377.30</b>	<b>5 %</b>
	<b>Account Group Total:</b>	<b>3,687.70</b>	<b>3,687.70</b>	<b>79,065.00</b>	<b>79,065.00</b>	<b>75,377.30</b>	<b>5 %</b>
	<b>Fund Total:</b>	<b>3,687.70</b>	<b>3,687.70</b>	<b>79,065.00</b>	<b>79,065.00</b>	<b>75,377.30</b>	<b>5 %</b>
40 WASTEWATER DEPARTMENT							
64000 Sanitary							
64000 Sanitary							
	105 Salaries and Wages	16,918.06	16,918.06	163,500.00	163,500.00	146,581.94	10 %
	109 Stand-by Hours	533.82	533.82	7,500.00	7,500.00	6,966.18	7 %
	111 BOD Stipend	108.00	108.00	2,400.00	2,400.00	2,292.00	5 %
	115 Payroll Expenses	145.61	145.61	0.00	0.00	-145.61	*** %
	120 Workers' Compensation	6,907.11	6,907.11	5,000.00	5,000.00	-1,907.11	138 %
	140 Payroll Tax - Medicare	250.77	250.77	2,000.00	2,000.00	1,749.23	13 %
	155 Payroll Tax - SUI	4.38	4.38	1,500.00	1,500.00	1,495.62	0 %
	160 Payroll Tax - ETT	0.00	0.00	200.00	200.00	200.00	0 %
	165 Payroll Tax - FUTA	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	205 Insurance - Health	290.00	290.00	25,000.00	25,000.00	24,710.00	1 %
	210 Insurance - Dental	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	215 Insurance - Vision	0.00	0.00	200.00	200.00	200.00	0 %
	225 Retirement - PERS expense	4,890.62	4,890.62	12,250.00	12,250.00	7,359.38	40 %
	305 Operations and maintenance	698.70	698.70	6,000.00	6,000.00	5,301.30	12 %
	310 Phone and fax expense	82.31	82.31	1,200.00	1,200.00	1,117.69	7 %
	315 Postage, shipping and freight	500.00	500.00	3,000.00	3,000.00	2,500.00	17 %
	320 Printing and reproduction	0.00	0.00	600.00	600.00	600.00	0 %
	325 Professional svcs - Accounting	675.00	675.00	9,000.00	9,000.00	8,325.00	8 %
	326 Professional svcs - Engineering	330.00	330.00	24,000.00	24,000.00	23,670.00	1 %
	327 Professional svcs - Legal (General)	11,575.15	11,575.15	30,000.00	30,000.00	18,424.85	39 %
	328 Insurance - prop and liability	10,029.17	10,029.17	8,400.00	8,400.00	-1,629.17	119 %
	329 New Hire Screening	0.00	0.00	100.00	100.00	100.00	0 %
	330 Contract labor	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	331 Professional Services - Legal	240.00	240.00	15,000.00	15,000.00	14,760.00	2 %
	334 Maintenance Agreements	651.67	651.67	0.00	0.00	-651.67	*** %
	335 Meals - Reimbursement	0.00	0.00	100.00	100.00	100.00	0 %
	340 Meetings and conferences	0.00	0.00	750.00	750.00	750.00	0 %
	345 Mileage expense reimbursement	8.31	8.31	500.00	500.00	491.69	2 %

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40 WASTEWATER DEPARTMENT							
350	Repairs and maint - computers	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
351	Repairs and maint - equip	0.00	0.00	21,000.00	21,000.00	21,000.00	0 %
352	Repairs and maint - structures	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
353	Repairs & Maint- Infrastructure	250.00	250.00	3,000.00	3,000.00	2,750.00	8 %
354	Repairs and maint - vehicles	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
355	Testing & Supplies (WWTP)	423.00	423.00	12,000.00	12,000.00	11,577.00	4 %
375	Internet expenses	193.28	193.28	1,600.00	1,600.00	1,406.72	12 %
376	Webpage- Upgrade/Maint	72.00	72.00	0.00	0.00	-72.00	*** %
380	Utilities - alarm service	47.70	47.70	1,000.00	1,000.00	952.30	5 %
381	Utilities - electric	6,327.71	6,327.71	75,000.00	75,000.00	68,672.29	8 %
382	Utilities - propane	0.00	0.00	500.00	500.00	500.00	0 %
383	Utilities - trash	51.99	51.99	650.00	650.00	598.01	8 %
385	Dues and subscriptions	0.00	0.00	2,100.00	2,100.00	2,100.00	0 %
386	Education and training	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
393	Advertising and public notices	0.00	0.00	600.00	600.00	600.00	0 %
394	LAFCO Allocations	2,035.69	2,035.69	2,440.00	2,440.00	404.31	83 %
395	Community Outreach	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
405	Software	0.00	0.00	6,100.00	6,100.00	6,100.00	0 %
410	Office Supplies	147.62	147.62	750.00	750.00	602.38	20 %
459	Scada - Maintenance Fees	54.81	54.81	1,000.00	1,000.00	945.19	5 %
465	Cell phones, radios and pagers	170.40	170.40	1,000.00	1,000.00	829.60	17 %
475	Computer supplies and upgrades	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
485	Fuel expense	0.00	0.00	5,500.00	5,500.00	5,500.00	0 %
490	Small tools and equipment	2,665.80	2,665.80	6,000.00	6,000.00	3,334.20	44 %
495	Uniform expense	67.34	67.34	750.00	750.00	682.66	9 %
545	Sewer System Mngmt Plan (SSMP)	0.00	0.00	8,500.00	8,500.00	8,500.00	0 %
570	Repairs, Maint. and Video Sewer Lines	0.00	0.00	16,000.00	16,000.00	16,000.00	0 %
581	WWTP Expansion	0.00	0.00	45,000.00	45,000.00	45,000.00	0 %
582	WWTP Plant Maintenance	0.00	0.00	12,000.00	12,000.00	12,000.00	0 %
585	Sludge Removal Project	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
586	WWTF Ground Water Recharging Study	1,505.00	1,505.00	0.00	0.00	-1,505.00	*** %
705	Waste Discharge Fees/Permits	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
715	Licenses, permits and fees	120.00	120.00	1,000.00	1,000.00	880.00	12 %
	<b>Account Total:</b>	<b>68,971.02</b>	<b>68,971.02</b>	<b>588,890.00</b>	<b>588,890.00</b>	<b>519,918.98</b>	<b>12 %</b>
	<b>Account Group Total:</b>	<b>68,971.02</b>	<b>68,971.02</b>	<b>588,890.00</b>	<b>588,890.00</b>	<b>519,918.98</b>	<b>12 %</b>
	<b>Fund Total:</b>	<b>68,971.02</b>	<b>68,971.02</b>	<b>588,890.00</b>	<b>588,890.00</b>	<b>519,918.98</b>	<b>12 %</b>

## 50 WATER DEPARTMENT

## 65000 Water

## 65000 Water

105	Salaries and Wages	18,803.56	18,803.56	163,500.00	163,500.00	144,696.44	12 %
109	Stand-by Hours	533.82	533.82	7,500.00	7,500.00	6,966.18	7 %
111	BOD Stipend	114.00	114.00	0.00	0.00	-114.00	*** %
115	Payroll Expenses	149.44	149.44	0.00	0.00	-149.44	*** %
120	Workers' Compensation	5,364.02	5,364.02	4,000.00	4,000.00	-1,364.02	134 %
140	Payroll Tax - Medicare	278.68	278.68	2,500.00	2,500.00	2,221.32	11 %
155	Payroll Tax - SUI	4.93	4.93	1,500.00	1,500.00	1,495.07	0 %

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50 WATER DEPARTMENT							
160	Payroll Tax - ETT	0.00	0.00	200.00	200.00	200.00	0 %
165	Payroll Tax - FUTA	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
205	Insurance - Health	377.00	377.00	25,000.00	25,000.00	24,623.00	2 %
210	Insurance - Dental	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
215	Insurance - Vision	0.00	0.00	200.00	200.00	200.00	0 %
225	Retirement - PERS expense	5,136.96	5,136.96	12,500.00	12,500.00	7,363.04	41 %
305	Operations and maintenance	298.21	298.21	8,000.00	8,000.00	7,701.79	4 %
310	Phone and fax expense	82.29	82.29	1,200.00	1,200.00	1,117.71	7 %
315	Postage, shipping and freight	500.00	500.00	3,000.00	3,000.00	2,500.00	17 %
320	Printing and reproduction	0.00	0.00	600.00	600.00	600.00	0 %
324	Professional Svcs- GSA-GSP	3,425.00	3,425.00	30,000.00	30,000.00	26,575.00	11 %
325	Professional svcs - Accounting	712.50	712.50	9,000.00	9,000.00	8,287.50	8 %
326	Professional svcs - Engineering	330.00	330.00	25,000.00	25,000.00	24,670.00	1 %
327	Professional svcs - Legal (General)	1,665.21	1,665.21	40,000.00	40,000.00	38,334.79	4 %
328	Insurance - prop and liability	15,742.20	15,742.20	13,000.00	13,000.00	-2,742.20	121 %
329	New Hire Screening	0.00	0.00	150.00	150.00	150.00	0 %
330	Contract labor	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
331	Professional Services - Legal	240.00	240.00	20,000.00	20,000.00	19,760.00	1 %
332	Professional Services - Legal	678.55	678.55	250,000.00	250,000.00	249,321.45	0 %
334	Maintenance Agreements	671.83	671.83	0.00	0.00	-671.83	*** %
335	Meals - Reimbursement	0.00	0.00	200.00	200.00	200.00	0 %
340	Meetings and conferences	0.00	0.00	750.00	750.00	750.00	0 %
345	Mileage expense reimbursement	8.31	8.31	500.00	500.00	491.69	2 %
350	Repairs and maint - computers	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
351	Repairs and maint - equip	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
352	Repairs and maint - structures	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
353	Repairs & Maint- Infrastructure	1,560.13	1,560.13	30,000.00	30,000.00	28,439.87	5 %
354	Repairs and maint - vehicles	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
356	Testing & Supplies - Well #3 (Water)	0.00	0.00	2,500.00	2,500.00	2,500.00	0 %
357	Testing & Supplies - Well #4 (Water)	0.00	0.00	2,500.00	2,500.00	2,500.00	0 %
358	Testing & Supplies- SLT Well (Water)	201.00	201.00	5,000.00	5,000.00	4,799.00	4 %
359	Testing & Supplies-Other	125.00	125.00	5,000.00	5,000.00	4,875.00	3 %
362	Cross-Connection Control Svcs.	105.60	105.60	1,000.00	1,000.00	894.40	11 %
375	Internet expenses	103.32	103.32	1,600.00	1,600.00	1,496.68	6 %
376	Webpage- Upgrade/Maint	76.00	76.00	960.00	960.00	884.00	8 %
380	Utilities - alarm service	47.70	47.70	1,000.00	1,000.00	952.30	5 %
381	Utilities - electric	4,315.81	4,315.81	40,000.00	40,000.00	35,684.19	11 %
382	Utilities - propane	0.00	0.00	500.00	500.00	500.00	0 %
383	Utilities - trash	51.99	51.99	650.00	650.00	598.01	8 %
385	Dues and subscriptions	0.00	0.00	3,900.00	3,900.00	3,900.00	0 %
386	Education and training	0.00	0.00	2,500.00	2,500.00	2,500.00	0 %
393	Advertising and public notices	0.00	0.00	600.00	600.00	600.00	0 %
394	LAFCO Allocations	2,035.69	2,035.69	2,440.00	2,440.00	404.31	83 %
395	Community Outreach	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
405	Software	0.00	0.00	6,100.00	6,100.00	6,100.00	0 %
410	Office Supplies	151.93	151.93	500.00	500.00	348.07	30 %
415	Office Equipment	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
459	Scada - Maintenance Fees	54.81	54.81	1,000.00	1,000.00	945.19	5 %
465	Cell phones, radios and pagers	195.14	195.14	0.00	0.00	-195.14	*** %
475	Computer supplies and upgrades	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %

08/16/19  
12:20:01SAN MIGUEL COMMUNITY SERVICES DISTRICT  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 7 / 19Page: 6 of 7  
Report ID: B100C

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
	481 Chemicals- Well #3	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
	482 Chemicals-Well #4	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
	483 Chemicals-SLT Well	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
	485 Fuel expense	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	490 Small tools and equipment	2,628.16	2,628.16	6,000.00	6,000.00	3,371.84	44 %
	495 Uniform expense	67.34	67.34	750.00	750.00	682.66	9 %
	520 Water Main Valves Replacement	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	525 Water meter replacement	0.00	0.00	15,000.00	15,000.00	15,000.00	0 %
	535 Water Lines Repairs	0.00	0.00	30,000.00	30,000.00	30,000.00	0 %
	605 USDA Loan Payment	0.00	0.00	67,000.00	67,000.00	67,000.00	0 %
	715 Licenses, permits and fees	0.00	0.00	7,000.00	7,000.00	7,000.00	0 %
	940 Bank service charges	29.97	29.97	0.00	0.00	-29.97	*** %
	<b>Account Total:</b>	<b>66,866.10</b>	<b>66,866.10</b>	<b>896,200.00</b>	<b>896,200.00</b>	<b>829,333.90</b>	<b>7 %</b>
	<b>Account Group Total:</b>	<b>66,866.10</b>	<b>66,866.10</b>	<b>896,200.00</b>	<b>896,200.00</b>	<b>829,333.90</b>	<b>7 %</b>
	<b>Fund Total:</b>	<b>66,866.10</b>	<b>66,866.10</b>	<b>896,200.00</b>	<b>896,200.00</b>	<b>829,333.90</b>	<b>7 %</b>
60 SOLID WASTE DEPARTMENT							
66000 SOLID WASTE							
	66000 SOLID WASTE						
	105 Salaries and Wages	1,303.39	1,303.39	4,500.00	4,500.00	3,196.61	29 %
	110 Payroll tax expense	0.00	0.00	400.00	400.00	400.00	0 %
	111 BOD Stipend	6.00	6.00	30.00	30.00	24.00	20 %
	115 Payroll Expenses	4.81	4.81	0.00	0.00	-4.81	*** %
	120 Workers' Compensation	1.08	1.08	100.00	100.00	98.92	1 %
	140 Payroll Tax - Medicare	18.88	18.88	400.00	400.00	381.12	5 %
	165 Payroll Tax - FUTA	0.00	0.00	50.00	50.00	50.00	0 %
	205 Insurance - Health	12.25	12.25	500.00	500.00	487.75	2 %
	210 Insurance - Dental	0.00	0.00	50.00	50.00	50.00	0 %
	225 Retirement - PERS expense	246.34	246.34	500.00	500.00	253.66	49 %
	305 Operations and maintenance	0.00	0.00	200.00	200.00	200.00	0 %
	310 Phone and fax expense	0.00	0.00	25.00	25.00	25.00	0 %
	320 Printing and reproduction	0.00	0.00	50.00	50.00	50.00	0 %
	325 Professional svcs - Accounting	37.50	37.50	150.00	150.00	112.50	25 %
	327 Professional svcs - Legal (General)	51.06	51.06	5,750.00	5,750.00	5,698.94	1 %
	328 Insurance - prop and liability	363.98	363.98	100.00	100.00	-263.98	364 %
	331 Professional Services - Legal	0.00	0.00	250.00	250.00	250.00	0 %
	334 Maintenance Agreements	20.17	20.17	0.00	0.00	-20.17	*** %
	340 Meetings and conferences	0.00	0.00	200.00	200.00	200.00	0 %
	345 Mileage expense reimbursement	0.92	0.92	50.00	50.00	49.08	2 %
	350 Repairs and maint - computers	0.00	0.00	50.00	50.00	50.00	0 %
	375 Internet expenses	0.00	0.00	25.00	25.00	25.00	0 %
	376 Webpage- Upgrade/Maint	4.00	4.00	15.00	15.00	11.00	27 %
	382 Utilities - propane	0.00	0.00	50.00	50.00	50.00	0 %
	384 Trash Recepticles	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	385 Dues and subscriptions	0.00	0.00	50.00	50.00	50.00	0 %
	386 Education and training	0.00	0.00	250.00	250.00	250.00	0 %
	393 Advertising and public notices	0.00	0.00	500.00	500.00	500.00	0 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
60 SOLID WASTE DEPARTMENT							
394	LAFCO Allocations	339.28	339.28	0.00	0.00	-339.28	*** %
405	Software	0.00	0.00	50.00	50.00	50.00	0 %
410	Office Supplies	4.32	4.32	0.00	0.00	-4.32	*** %
465	Cell phones, radios and pagers	11.69	11.69	0.00	0.00	-11.69	*** %
	<b>Account Total:</b>	<b>2,425.67</b>	<b>2,425.67</b>	<b>16,295.00</b>	<b>16,295.00</b>	<b>13,869.33</b>	<b>15 %</b>
	<b>Account Group Total:</b>	<b>2,425.67</b>	<b>2,425.67</b>	<b>16,295.00</b>	<b>16,295.00</b>	<b>13,869.33</b>	<b>15 %</b>
	<b>Fund Total:</b>	<b>2,425.67</b>	<b>2,425.67</b>	<b>16,295.00</b>	<b>16,295.00</b>	<b>13,869.33</b>	<b>15 %</b>
	<b>Grand Total:</b>	<b>188,300.95</b>	<b>188,300.95</b>	<b>2,064,760.00</b>	<b>2,064,760.00</b>	<b>1,876,459.05</b>	<b>9 %</b>

08/16/19  
12:03:28SAN MIGUEL COMMUNITY SERVICES DISTRICT  
Cash Report  
For the Accounting Period: 7/19Page: 1 of 2  
Report ID: L160

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
20 FIRE PROTECTION DEPARTMENT						
10200 Operating Cash - Premier	458,592.37	7,809.89	0.00	16,497.03	238,405.83	211,499.40
10250 HOB - Payroll	-29,422.23	16,539.18	0.00	16,252.02	771.25	-29,906.32
10260 Pac Western Bank --Vehicle Replm	30,130.01	0.00	0.00	0.00	30,130.01	0.00
10340 HOB Bank Water Projects 6598	0.00	0.00	187,825.00	0.00	0.00	187,825.00
10350 HOB - Capital Reserve Acct.	160,984.28	41,486.96	0.00	0.00	0.00	202,471.24
10460 Cantella & Co. Investment Acct.	22,937.92	0.00	0.00	0.00	22,937.92	0.00
<b>Total Fund</b>	<b>643,222.35</b>	<b>65,836.03</b>	<b>187,825.00</b>	<b>32,749.05</b>	<b>292,245.01</b>	<b>571,889.32</b>
30 STREET LIGHTING DEPARTMENT						
10200 Operating Cash - Premier	402,904.58	2,100.80	0.00	1,422.70	42,310.24	361,272.44
10250 HOB - Payroll	2,876.86	1,426.53	0.00	1,246.18	190.29	2,866.92
10260 Pac Western Bank --Vehicle Replm	10,125.06	0.00	0.00	0.00	10,125.06	0.00
10340 HOB Bank Water Projects 6598	0.00	0.00	40,984.50	0.00	0.00	40,984.50
10350 HOB - Capital Reserve Acct.	60,001.94	10,129.95	0.00	0.00	0.00	70,131.89
10460 Cantella & Co. Investment Acct.	4,170.53	1,428.78	139,575.04	0.00	0.00	145,174.35
<b>Total Fund</b>	<b>480,078.97</b>	<b>15,086.06</b>	<b>180,559.54</b>	<b>2,668.88</b>	<b>52,625.59</b>	<b>620,430.10</b>
40 WASTEWATER DEPARTMENT						
10150 Cash in SLO County	7,680.22	0.00	0.00	0.00	0.00	7,680.22
10200 Operating Cash - Premier	169,930.31	74,304.36	4,302.00	57,617.49	67,657.27	123,261.91
10250 HOB - Payroll	14,095.98	19,874.98	0.00	16,416.56	2,686.72	14,867.68
10260 Pac Western Bank --Vehicle Replm	3,125.84	0.00	0.00	0.00	2,125.84	1,000.00
10340 HOB Bank Water Projects 6598	41,660.00	0.00	0.00	0.00	41,660.00	0.00
10350 HOB - Capital Reserve Acct.	122,416.02	39,159.89	41,660.00	0.00	0.00	203,235.91
10460 Cantella & Co. Investment Acct.	60,334.98	0.00	0.00	0.00	60,334.98	0.00
<b>Total Fund</b>	<b>419,243.35</b>	<b>133,339.23</b>	<b>45,962.00</b>	<b>74,034.05</b>	<b>174,464.81</b>	<b>350,045.72</b>
50 WATER DEPARTMENT						
10150 Cash in SLO County	66,683.35	0.00	0.00	0.00	0.00	66,683.35
10200 Operating Cash - Premier	-174,843.35	78,750.94	0.00	45,444.51	57,379.19	-198,916.11
10250 HOB - Payroll	13,783.22	22,104.90	0.00	18,132.36	2,846.62	14,909.14
10260 Pac Western Bank --Vehicle Replm	3,169.59	2.81	0.00	25.00	3,169.59	-22.19
10340 HOB Bank Water Projects 6598	53,249.88	0.00	0.00	0.00	53,249.88	0.00
10350 HOB - Capital Reserve Acct.	-21,869.35	25,763.91	53,249.88	0.00	0.00	57,144.44
10400 HOB - USDA Reserve	66,926.12	2.84	0.00	0.00	0.00	66,928.96
10460 Cantella & Co. Investment Acct.	55,607.05	0.00	0.00	0.00	55,607.05	0.00
<b>Total Fund</b>	<b>62,706.51</b>	<b>126,625.40</b>	<b>53,249.88</b>	<b>63,601.87</b>	<b>172,252.33</b>	<b>6,727.59</b>
60 SOLID WASTE DEPARTMENT						
10200 Operating Cash - Premier	109,425.34	2,873.64	0.00	1,432.65	13,264.89	97,601.44
10250 HOB - Payroll	385.16	1,436.48	0.00	1,246.89	108.76	465.99
10340 HOB Bank Water Projects 6598	0.00	0.00	12,161.00	0.00	0.00	12,161.00
10350 HOB - Capital Reserve Acct.	49.92	0.00	0.00	0.00	0.00	49.92
10460 Cantella & Co. Investment Acct.	695.09	0.00	0.00	0.00	695.09	0.00
<b>Total Fund</b>	<b>110,555.51</b>	<b>4,310.12</b>	<b>12,161.00</b>	<b>2,679.54</b>	<b>14,068.74</b>	<b>110,278.35</b>
73 CLAIMS CLEARING FUND						
10200 Operating Cash - Premier	35,907.48	0.00	173,744.92	188,376.08	0.00	21,276.32
10250 HOB - Payroll	537.67	0.00	6,603.64	7,141.31	0.00	0.00
10260 Pac Western Bank --Vehicle Replm	0.00	0.00	45,550.50	45,550.50	0.00	0.00
<b>Total Fund</b>	<b>36,445.15</b>	<b>0.00</b>	<b>225,899.06</b>	<b>241,067.89</b>	<b>0.00</b>	<b>21,276.32</b>
<b>Totals</b>	<b>1,752,251.84</b>	<b>345,196.84</b>	<b>705,656.48</b>	<b>416,801.28</b>	<b>705,656.48</b>	

1,680,647.40



\*\*\* Transfers In and Transfers Out columns should match. There are a couple exceptions to this: 1) Canceled Electronic Checks and 2) Payroll Journal Vouchers that include local deductions set up with receipt accounting. Please see cash reconciliation procedure in manual or call for more details.



## San Miguel Community Services District

### Board of Directors Staff Report

August 22<sup>nd</sup>, 2019

**AGENDA ITEM: XI-2**

#### **SUBJECT:**

Discuss and consider Resolution 2019-29 approving an Interfund Loan of \$200,000 from Lighting (Fund 30) to Water (Fund 50) to correct a negative balance in the Water fund 50

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**RECOMMENDATION:** Approve Resolution 2019-29 authorizing an Interfund Loan of \$200,000 from Lighting (Fund 30) to Water (Fund 50).

#### **DISCUSSION:**

District staff have been working on reconciling the District's finances since June 2017. Over the past two years the district has completed the annual audits and has improved the district's financial standing. In 2017 the district performed a rate study for the Water and Wastewater departments, and rate increases were implemented in September 2018 that will be in effect for 5 years based on the studies recommendation and the District's needs.

After the account reconciliations, the Water Department (Fund 50) is currently working with a \$184,000 deficit as of July 31<sup>st</sup>, 2019.

District staff are recommending a zero percent (0%) Inter Fund Loan from Lighting (Fund 30) to the Water Department (Fund 50) of \$200,000 be made by Board resolution with an Eight-year (8) repayment term starting in FY 2020-2021. This will provide more accountability for each fund and the Water Fund 50 will be working with a positive balance of \$16,000. All funds will have a positive balance as of August 1<sup>st</sup>, 2019. After the loan, the Lighting fund will still have a positive balance of \$161,272.

**FISCAL IMPACT:** Due to this being an Inter fund Loan the fiscal impact will be based on the terms of the loan and the interest approved.

#### **PREPARED BY:**

***Rob Roberson***, Interim General Manager/ Fire Chief

**Attachments: Resolution 2019-29**



**RESOLUTION NO. 2019-29**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN MIGUEL COMMUNITY SERVICES DISTRICT  
AUTHORIZING A TWO HUNDRED THOUSAND DOLLAR INTERFUND LOAN BETWEEN THE  
LIGHTING AND WATER DEPARTMENTS**

**WHEREAS**, the San Miguel Community Services District operates five different Departments (Funds); including Fire, Lighting, Wastewater, Water and Solid Waste.

**WHEREAS**, in 2018 the Board of Directors adopted a rate study for the Water and Wastewater Departments and that the District has been diligently working toward fiscal stability and accountability. The District has determined that the Water Department has been operating in a deficit for the past several years and seeks to provide an Interfund Loan to allow the Water Department to operate in a positive.

**WHEREAS**, an Eight (8) year, Zero percent (0%), Two Hundred thousand-dollar (\$200,000) Interfund Loan between the Lighting Fund and the Water Fund is appropriate and fiscally necessary.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the San Miguel Community Services District ("District") hereby approves an Interfund loan in the amount of \$200,000 from Lighting (Fund 30) to Water (Fund 50) at a 0% interest for the term of Eight (8) years with an annual payment of \$25,000 from Water (Fund 50) to Lighting (Fund 30). Payments will be due June 1 of each year, starting fiscal year 2020-21.

On the motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and on the following roll call vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

the foregoing Resolution is hereby passed and adopted this 22<sup>th</sup> day of August 2019.

\_\_\_\_\_  
John Green, President  
Board of Directors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rob Roberson, General Manager

\_\_\_\_\_  
Douglas L. White, District General Counsel



## San Miguel Community Services District

### Board of Directors Staff Report

July 25<sup>th</sup> 2019

**AGENDA ITEM: XI-2**

**SUBJECT:** Second reading and approval of Ordinance 03-2019, an ordinance of the San Miguel Community Services District (“District”) establishing a District Wastewater Code.

**RECOMMENDATION:**

Second reading and approval of Ordinance 03-2019, establishing a District Wastewater Code.

**DISCUSSION:**

Since the formation of the San Miguel Community Services District (“District”) in 2001 the District has not had a comprehensive wastewater code, establishing procedures and practices for managing the District’s wastewater treatment system. Ordinance 03-2019 adopts a wastewater code to govern the District’s operations related to wastewater treatment. The wastewater code will provide clarity for District customers and staff by outlining the procedures and practices regarding wastewater treatment services within the District. Additionally, the wastewater code will enable the District to comply with the administrative provisions of the clean water regulations, water quality requirements set by the Regional Water Quality Control Board and the applicable effluent limitations, national standards of performance, pretreatment effluent standards, and any other discharge criteria that are required or authorized by state and federal law.

Beyond the clarity for District customers and staff, and compliance with state and federal law, adoption of the wastewater code through Ordinance 03-2019 will enable the District to more effectively administer the use of the District’s wastewater treatment system and enforce requirements for construction of public sewers. Currently, the District relies on Best Management Practices (“BMPs”) to enforce the requirements for operating the District’s wastewater treatment system. The wastewater code proposed for adoption under Ordinance 03-2019 will codify the BMPs and establish other procedures, allowing the District to require specific design for construction of all sewers and appurtenances. It will also allow the District to regulate what can be discharged into the sewer system. This will allow the District to protect the health of District customers, the public generally, and the District as a whole.

The proposed sewer code addresses several topics in the District’s sewer system, including: (1) the regulation of sewer use in the district; (2) the construction of public sewers; (3) the discharge

of waste into the District's sewer system; (4) the District's ability to provide new developments sewer service through the will serve commitment process; (5) District fees and charges related to the sewer system; and (6) provides the mechanisms to enforce the provisions of the sewer code. Uniting these topics into a single code as proposed under Ordinance 03-2019 will allow for a single reference for the District, increasing the operational efficiency of District staff. This operational efficiency will result in better customer service and in clear procedures for District staff into the future.

**FISCAL IMPACT:**

There is no cost to review this Ordinance, aside from Staff and the Attorneys time.

**PREPARED BY:**

Kelly Dodds, Director of Utilities

**Attachments:**

San Miguel Community Services District Wastewater Code

Ordinance No. 03-2019 – An ordinance of the San Miguel Community Services District adopting a sewer code.



# San Miguel Community Services District Wastewater Code

Adopted per Ordinance 03-2019

*Updated July 2019*

## SECTION 1: GENERAL PROVISIONS.

- 1.1. Title
- 1.2. Authority
- 1.3. Purpose and Policy
- 1.4. Definitions
- 1.5. Abbreviations
- 1.6. General Regulations Applicable to All Users
- 1.7. District Access onto Private Property
- 1.8. Enforcement of this Code

## SECTION 2: REGULATION OF SEWER USE

- 2.1. Use of Public Sewers Required.
- 2.2. Private Sewage Disposal

## SECTION 3: CONSTRUCTION OF PUBLIC SEWERS

- 3.1. General Provisions
- 3.2. Sewer Permits
- 3.3. Outside Sewer Connection Permit
- 3.4. Financial Responsibility for Construction of Sewer Line
- 3.5. Size of New Facilities
- 3.6. District's Option to Construct Facilities
- 3.7. Dedication Requirements

## SECTION 4: INSPECTION

- 4.1. Inspection Required
- 4.2. Notification When Ready for Inspection
- 4.3. Reinspection Fee
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## SAN MIGUEL COMMUNITY SERVICES DISTRICT SEWER CODE

SECTION 1: GENERAL PROVISIONS1.1 Title.

This document shall be known as the "San Miguel Community Services District Wastewater Code" and may be cited as such.

1.2 Authority.

The San Miguel Community Services District ("District") was formed in 2001, in part, for the purpose of providing sanitary sewer services to residents of the District. The District is organized pursuant to the California Community Services District Law, Title 6, Division 3 of the California Government Code, commencing with section 61000. The District is responsible for planning, constructing, and operating its sewer system, the use of which it intends to regulate by the San Miguel Community Services District Wastewater Code ("Code").

1.3 Purpose and Policy.

- (a) The wastewater discharge standards and regulations in these provisions set uniform requirements for discharges of domestic and industrial waste in the District sewer system to enable the District to comply with the administrative provisions of the clean water regulations, water quality requirements set by the Regional Water Quality Control Board and the applicable effluent limitations, national standards of performance, pretreatment effluent standards, and any other discharge criteria that are required or authorized by state and federal law, and to derive the maximum public benefit by regulating the quality and quantity of wastewater discharged into those systems.
- (b) Except as otherwise provided, the District General Manager shall administer, implement, and enforce the provisions of this Code. The General Manager is hereby authorized to establish any rules and regulations necessary for the enforcement of this Code and may delegate and appoint employees of the District to act on his or her behalf.
- (c) If any provision of this Code or the application thereof to any person or circumstance is held invalid, the remainder of the Code or application of such provision to other persons or circumstances shall not be affected.
- (d) Any provision in this Code that conflicts with any California state and/or federal law and/or regulation shall be automatically superseded by the provisions in said law and/or regulation until such time as this Code can be revised.

#### 1.4 Definitions.

Unless the context specifically indicates otherwise, the following terms and phrases, as used in this Code, shall have the meanings hereinafter designated:

- (a) “Act or the Act” means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq.
- (b) “Agent” means the person, firm, corporation, partnership or other entity duly authorized by the applicant to act for the applicant.
- (c) “Applicant” means the person, firm, corporation, partnership, public entity, or other entity applying to receive a commitment of sewer service or applying to receive sewer service for property owned by the applicant or applying for any permit under this Code.
- (d) “Authorized Representative of User or Applicant” means an authorized representative of a User or Applicant may be: (1) a president, secretary, treasurer or vice-president of the corporation in charge of a principal business function; (2) a general partner or proprietor if the User or applicant is a partnership or sole proprietorship, respectively; and (3) a duly authorized representative of the individual designated above if the authorization is made in writing, the authorization specifies either an individual or position having responsibility for the overall operation of the facility from which discharge originates, such as the position of plant manager or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the District.
- (e) “Available Sewage Treatment Capacity” means available sewage treatment capacity which is or becomes available to serve new or additional sewer service connections over and above that capacity required to serve Users of existing sewer service and development for which will serve commitment letters have been issued.
- (f) “Beneficial Uses” means uses of the waters of the State that may be protected against quality degradation including, but not limited to, domestic, municipal, agricultural and industrial supply, power generation, recreation, navigation and the preservation and enhancement of fish, wildlife and other aquatic resources or reserves and other uses, both tangible or intangible, as specified by Federal or State law.
- (g) “Best Management Practices or BMPs” means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in 40 C.F.R., 403.5(a)(1) and (b). BMPs also include treatment

requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

- (h) “Biochemical Oxygen Demand (BOD)” means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five days at 20 degrees centigrade expressed in terms of weight and concentration (milligrams per liter (mg/l)).
- (i) “Board” means the Board of Directors of the San Miguel Community Services District.
- (j) “Building” means any structure used for human habitation or a place of business, recreation or other purpose containing sanitary facilities.
- (k) “Building Sewer” means that portion of any sewer beginning at the plumbing or drainage outlet of any building or facility and running to the property line, or to a public right of way or easement.
- (l) “Clean Out” means a capped pipe that provides access to a sewer line, which is required to clean out and/or remove blockages and obstructions.
- (m) “Code” means the San Miguel Community Services District Wastewater Code.
- (n) “Commercial User” means contributors to the District's sewer system from any buildings used for conducting private or public wholesale or retail transactions involving the exchange of services, commodities or financial business. Such facilities normally produce domestic wastes, but waste streams from commercial facilities also may contain some industrial wastes.
- (o) “Composite Sample” means the sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time.
- (p) “Connector” means any owner or renter of any premises that connects to or proposes to connect to the District sewer system.
- (q) “Construction Purposes” means purposes that are limited to building construction, dust control, and irrigation for erosion control (including re-vegetation).
- (r) “Contractor” means any individual firm, corporation, partnership or association duly licensed by the California Contractor State License Board to perform the type of work to be done under the permit.

- (s) “Cooling Water” means water discharged from any use such as air conditioning, cooling or refrigeration which does not come into direct contact with any raw material, intermediate product, waste product, or finished product. The only pollutant added to cooling water is heat.
- (t) “County” means the County of San Luis Obispo, California.
- (u) “Developer” means any person who installs or causes to be installed one or more structures which will become or be connected to the District's public sewer system.
- (v) “Development Plan” has the same meaning as that term is used within San Luis Obispo County's land use ordinance, which is found at Title 22 of the County Code.
- (w) “District” means the San Miguel Community Services District.
- (x) “District Board” means the Board of Directors of the District.
- (y) “District Engineer” means the Engineer appointed by and acting for the District Board, whom shall be a Registered Civil Engineer.
- (z) “District Standard Specifications and Drawings” means design and construction standards applicable to all construction within the District, which were heretofore or are hereafter adopted by the District. Copies of District Standard Specifications and Drawings are on file in the District office.
- (aa) “Domestic Wastes” means liquid wastes: (a) from the non-commercial preparation, cooking and handling of food; or (b) containing solely human excrement and similar matter, which are introduced to the District's sewer system from the sanitary conveniences of dwellings, commercial buildings, industrial facilities and institutions.
- (bb) “Environmental Protection Agency, or EPA” means the U.S. Environmental Protection Agency or, where appropriate, the term also may be used as a designation for the Administrator or other duly authorized official of said Agency.
- (cc) “Existing Source or Existing User” is related to when the construction of an Industrial or Significant User's facility was commenced. An Existing User or Existing Source is any Industrial or Significant User, the construction or operation of whose facility commenced prior to the publication by EPA of proposed categorical pretreatment standards, which would be applicable to such source if and when the standard is thereafter promulgated in accordance with Section 307 of the Act.

- (dd) “Final Map” means a final map or parcel map which is recorded for a subdivision pursuant to California Government Code sections 66464, et.seq.
- (ee) “General Manager” means the manager employed by the District acting under the direction of the District Board.
- (ff) “Guesthouse” has the same meaning as such word is used in section 22.80.030 of Title 22 of the San Luis Obispo County Code, as such may be amended from time to time.
- (gg) “Holding Tank Waste” means any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks and vacuum-pump tank trucks.
- (hh) “Indirect Discharge or Discharge” means the introduction of pollutants into the POTW from any non-domestic source regulated under Section 307(b), (c), or (d) of the Act. The discharge into the POTW is normally by means of pipes, conduits, pumping stations, force mains, constructed drainage ditches, surface water intercepting ditches, and all constructed devices and appliances appurtenant thereto. The discharge is indirect because it is to the POTW, which in turn discharges pollutants under the terms of its Waste Discharge Requirements (“WDR”) with the Regional Water Quality Control Board.
- (ii) “Industrial User” means any nondomestic source of indirect discharge including, but not limited to, industrial establishment or buildings that discharge, in addition to domestic wastes, wastewater containing any of the constituents referenced in section 6.6 of this Code.
- (jj) "Industrial wastewater" means the liquid waste resulting from the process employed in industrial, manufacturing, trade or business establishments, as distinct from domestic wastes. This includes wastewater from a source other than an industrial plant or facility which introduces toxic pollutants as defined in 40 CFR 122.2, into publicly owned treatment works, including, without limitation: medical offices; dental offices; hospitals; schools; restaurants; research, education and commercial laboratories; warehouses; shopping centers; beauty salons; spa treatment salons; car washes; print stores; residential, commercial and public users of pesticides and fertilizers; gas stations; and sewage collection and disposal.
- (kk) “Infectious Waste” means waste which contains pathogenic organisms that can invade the tissues of the body and cause disease.
- (ll) “Installer” means any person who installs sewer mains or lateral sewers within the District service area for connection to the District sewer system.

- (mm) “Interference” means the inhibition or disruption of the POTW treatment processes or operations which contribute to a violation of any requirements of this Code, any other District ordinance, rule or regulation or of the waste discharge requirements imposed upon the District by the Regional Water Quality Control Board.
- (nn) “Lateral Sewer” means the portion of sewer lying within a public right of way or easement connecting a building sewer to the District's sewer system.
- (oo) “Lot” means any piece or parcel of land bounded, defined, or shown upon a final map or deed recorded or filed in the Office of the County Recorder of San Luis Obispo County; provided, however, that in the event any building or structure covers more area than a lot as defined above, the term "lot" shall include all such pieces or parcels of land upon which said building or structure is wholly or partly located, together with the yards, courts or other unoccupied spaces legally required for the building or structure.
- (pp) “Medical Waste” means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.
- (qq) “National Categorical Pretreatment Standard, Categorical Standard, or Pretreatment Standard” means any regulation containing pollutant discharge limits promulgated by the EPA in accordance with section 307(b) and (c) of the Act, which applies to Industrial Users. This term includes prohibitive discharge limits established pursuant to section 40 C.F.R section 403.5.
- (rr) “New Source” is related to when the construction of an Industrial or Significant User's facility was commenced. The term "New Source" refers to any building, structure, facility or installation of an Industrial or Significant User from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under section 307(c) of the Act which will be applicable to such source, if such Standards are thereafter promulgated in accordance with that section, provided that: (i) the building, structure, facility or installation is constructed at a site at which no other source is located; or (ii) the building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or (iii) the production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered. Construction of a new source as defined under this paragraph has commenced if the owner or operator has: (a) begun, or caused to begin as part of a



continuous on-site construction program (i) any placement, assembly, or installation of facilities or equipment; or (ii) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or (b) entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

- (ss) “Pass Through” means any discharge which exits the POTW into water of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirements of this Code, any other District ordinance, rule or regulation or of the waste discharge requirements imposed upon the District by a Regional Water Quality Control Board, the EPA and/or any other local, state and/or federal law, regulation or agency.
- (tt) “Pathogenic Organisms” means bacteria and viruses which cause disease, and which may be contained in specimens.
- (uu) “Permittee” means the person to whom a permit has been issued pursuant to the provisions of this Code.
- (vv) “Person” means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine and the singular shall include the plural where indicated by the context. A Person may or may not be an Industrial or Significant user.
- (ww) “pH.” means the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution.
- (xx) “Plot Plan” has the same meaning as that term is used within the San Luis Obispo County's Coastal Zone Land Use ordinance, which is found at Title 23 of the County Code
- (yy) “Plumbing System” means all plumbing fixtures and traps, or soil, waste, special waste and vent pipes, and all sanitary sewer pipes within a building and extending to the lateral sewer connection three feet outside the building wall.
- (zz) “Pollutant” includes but is not limited to any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes,

biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, agricultural and industrial wastes, and the characteristics of the wastewater (i.e., pH, temperature, TSS, turbidity, color, BOD, Chemical Oxygen Demand (“COD”), toxicity, or odor) discharged into water.

- (aaa) “Pollution” means the man-made or man-induced alteration of the chemical, physical, biological or radiological integrity of water.
- (bbb) “Premises” means any lot, or any piece or parcel of land comprising two or more lots of record in one ownership, or any building or other structure or any part of any building or structure used or useful for human habitation or gathering or for carrying on a business or occupation or any commercial or industrial activity.
- (ccc) “Pretreatment or Treatment” means the reduction of the amount of pollutants, the elimination of pollutants or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration may be obtained by physical, chemical or biological processes, process changes, or by other means, except as prohibited by 40 C.F.R. section 403.6(d).
- (ddd) “Pretreatment Requirements” means any substantive or procedural requirement related to pretreatment, including a National Pretreatment Standard, local limits and/or BMPs established by the District and imposed on Industrial Users.
- (eee) “Property Profile” means a document issued by a title company containing the property owner's name and address, assessor's parcel number and map, and a copy of the deed of the property described in the application.
- (fff) “Publicly Owned Treatment Works (“POTW”)” means a treatment works as defined by section 212 of the Act (33 U.S.C. 1292(2)(a)), which is owned by the District. This definition includes any sewers, pipes, ponds, pumps or other devices that connect to, or convey wastewater to the wastewater treatment plant. POTW also includes any sewers, pipes, ponds, pumps or other devices that convey wastewater to the POTW from persons outside the District boundaries, who are users of the POTW.
- (ggg) “POTW Treatment Plant” means that portion of the POTW designed to provide treatment to wastewater.
- (hhh) “Sanitary Sewer” means a sewer that carries sewage and to which storm, surface and ground water are not intentionally admitted.

- (iii) “Secondary Dwelling” has the same meaning as such word is used in section 22.80.030(S)(8) of Title 22 of the San Luis Obispo County Code, as such may be amended from time to time.
- (jjj) “Senior Housing Project” means an apartment, condominium or mobile home complex, or other similar complex whose residents are solely persons who are over 55 years of age and where the project does not utilize District water for any outside uses, such as landscaping, swimming pools and fountains.
- (kkk) “Sewage” means a combination of water-carried wastes from buildings and industrial establishments connected to the District sewer system or from any private sewer.
- (lll) “Sewer System” means all District facilities for the collection, pumping, conveyance, treatment and disposal of sewage.
- (mmm) “Sewer” means a pipe or conduit that transports wastewater, into which storm, surface and groundwaters are not intentionally admitted.
- (nnn) “Sewer Lateral Appurtenances” include, but are not limited to, grease traps, grease interceptors, cleanouts, and other such items.
- (ooo) “Sewer Main” means a public sewer designated to accommodate more than one lateral sewer and is controlled by public authority.
- (ppp) “Significant Industrial User or Significant User” means any industrial user subject to Categorical Pretreatment Standards under 40 C.F.R. 403.6 and 40 C.F.R. chapter I, subchapter N; and Any Industrial User of the District wastewater treatment and disposal system who (i) has a discharge flow of 25,000 gallons or more per average work day, or (ii) has a flow greater than 5% of the flow in the District wastewater treatment system, or (iii) has in its wastes Toxic Pollutants as defined pursuant to this Code, or (iv) is found by the District, the Regional Water Quality Control Board, or the State Water Resources Board to have significant impact either singly or in combination with other contributing industries, on the wastewater treatment system, the quality of sludge, the system's effluent quality or air emissions generated by the system. A Significant User is either an Existing Source or a New Source, depending on the time of commencement of construction of that Significant User's facility from which the Significant User has Discharged, is Discharging or will Discharge.
- (qqq) “Site Plan” shall have the same meaning as that term is used in San Luis Obispo County's land use ordinance, which is found at Title 22 of the County Code.

- (rrr) “Slug Load” means any Discharge at a flow rate or concentration that could cause a violation of the Discharge standards of this Code, or any discharge of a nonroutine, episodic nature, including but not limited to, an accidental spill or a noncustomary batch Discharge.
- (sss) “State” means the State of California.
- (ttt) “Standard Industrial Classification (SIC)” is a United States Government classification system for categorizing industries by using a corresponding four-digit number that represents an industry classification, pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972.
- (uuu) “Street” means any public highway, road, street, avenue, alley, way, easement or right of-way.
- (vvv) “Subdivision” means a subdivision as defined in Section 66424 of the California Government Code.
- (www) “Suspended Solids” means the total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids, and which is removable by laboratory filtering.
- (xxx) “Toxic Pollutant” means any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the Environmental Protection Agency under section 307(a) of the Act (33 U.S.C. 1317) or any other act.
- (yyy) “Unit of Use” means a unit of use is equivalent to 575 gallons of water per day.
- (zzz) “User” means any person who contributes, causes or permits the contribution of wastewater into a POTW.
- (aaaa) “Wastewater” means the liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities and institutions, whether treated or untreated, which is contributed into or permitted to enter the POTW.
- (bbbb) “Water Quality Control Board” means the Central Coast Regional Water Quality Control Board.

(cccc) “Waters of the State” means all streams, lakes, ponds, marshes, water-courses, waterways, springs, and all other bodies or accumulations of water, which are contained within, flow through or border upon the State or any portion thereof.

#### 1.5 Abbreviations.

The following abbreviations shall have the designated meanings:

BOD means Biochemical Oxygen Demand.

CFR means Code of Federal Regulations.

COD means Chemical Oxygen Demand.

EPA means Environmental Protection Agency.

gpd means gallons of water per day

L means Liter.

mg means Milligrams.

POTW means Publicly Owned Treatment Works.

SIC means Standard Industrial Classification.

USC means United States Code.

TDS means Total Dissolved Solids.

TSS means Total Suspended Solids.

#### 1.6 General Regulations Applicable to All Users.

- (a) It is unlawful for any person to place, deposit or permit to be deposited in an unsanitary manner upon public or private property within the District, or in any area under the jurisdiction of the District, any domestic or industrial sewage.
- (b) It is unlawful to discharge to any waters of the state any sewage, industrial wastes or other polluted waters, except where suitable treatment has been provided in accordance with provisions of this Code and local, state and federal laws and regulations.

- (c) It is unlawful for any person to dump or discharge into the District sewer system any raw or chemically treated wastewater from septic tanks or chemically treated wastewater from portable toilets, or any raw or chemically treated sewage from any industrial User or unidentified liquid waste or any hazardous waste except as provided by Chapter 6 of this Code.
- (d) Except as hereinafter provided, it is unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, seepage pit or other facility intended or used for the disposal of sewage.
- (e) No building, industrial facility or other structure shall be occupied until the owner of the premises has complied with all rules and regulations of the District. Any industrial or commercial facility is prohibited from discharging pollutants which may: (1) pass through an individual disposal system and is untreated or partially treated; (2) interfere with any individual disposal system treatment works; and/or (3) contaminate any individual disposal system's sludge.
- (f) All privately owned building laterals and private sewage disposal systems and appurtenances from all points of the property to the District sewer, shall be maintained by the property owner in a safe and proper operating condition; and all devices or safeguards which are required by this Code for the operation thereof shall be maintained in good working order.
- i. To determine compliance with this Code the District may require any new or existing plumbing system to be re-inspected.
  - ii. The General Manager may require a property owner to submit to the District a video of the private lateral and appurtenances. The videotaping must be done by a business approved by the District. If the District determines that the private lateral or any portion thereof, has become unsanitary or constitutes a threat to health or property, the District shall order in writing that the lateral or any portion thereof be removed and replaced or otherwise placed in a safe and sanitary condition. Any such written order shall include a reasonable time limit for compliance. Each person who receives and complies with such notice shall be required to continue to maintain all private lateral sewers and appurtenances in a safe and working order.
- (g) All Users of the sewer system shall prevent the discharge of prohibited substances, as described in Sections 6.2 - 6.5 of this Code or exceed the discharge limitations in Section 6.6 of this Code, into the laterals or other sewer lines connected with the District sewer and sewer treatment system and all Users shall take such reasonable and necessary measures

as may from time to time be prescribed by the District to make effective enforcement of this prohibition. Notwithstanding any provision of this Code, if the Regional Water Quality Control Board adopts more stringent requirements than what are included in this Code, those requirements shall be controlling until such time as this Code is amended.

- (h) Any person(s) who discharges or causes to be discharged into the District's sewer facilities either directly or indirectly, any waste or wastewater that is prohibited, creates a blockage, breakage, permanent reductions to sewer capacity, causes excessive maintenance expenses, creates detrimental effects to the POTW, causes the violation of a discharge requirement or regulation imposed by a regulatory agency, or causes any other damage to District facilities, shall be liable for all damages and costs occasioned thereby, including any penalty assessed by a regulatory agency. The damages, cost, or penalty assessed shall be deemed a debt to the District and shall be charged to the User.

#### 1.7 District Access onto Private Property.

- (a) District agents, employees and representatives shall have the right of access, ingress and egress to the premises of customers of the District sewer system at all reasonable hours for any purposes reasonably connected with the furnishing of sewer service, including, but not limited to, inspecting and closing such laterals as necessary to protect the public health and District operations and facilities, and inspecting, maintaining, improving, replacing and operating District sewer system facilities, equipment and apparatus located on such premises. District agents, employees and representatives also shall have the right of access, ingress and egress to install and construct on the customer's dwelling or building an automatic meter reading system, including necessary connections to the telephone utility line, and the installation of necessary cable lines, equipment and apparatus.
- (b) District employees, agents and representatives shall identify themselves upon request when entering upon the premises of any customer for the purposes allowed by this Section 1.7.
- (c) No person shall install, construct, place or locate any structure, building, or facility of any kind, whether permanent or temporary, or any other object which is difficult to remove, on any District sewer line easement, or in such manner as to interfere with the District's ready and easy access to any District sewer system equipment, facility or apparatus, unless and until the District executes an encroachment agreement. Any such unauthorized obstruction, upon request of the General Manager, shall be removed immediately by the violator at no expense to District, and shall not be replaced.

#### 1.8 Enforcement of this Code.

- (a) The District General Manager and his or her designees are authorized to cite violators of District ordinances, including all provisions of this Code, and they shall perform the aforementioned task in a professional manner without malice or personal bias.
- (b) Any person found to be violating the Code, may be served by the District General Manager or other authorized person with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. All persons shall be held responsible for any and all acts of agents or employees done under the provision of this Code or any other ordinance, rule or regulation of the District. Upon being notified by the District General Manager of his or her designee of any defect arising in any sewer or of any violation of this Code, the person or persons having charge of the work shall immediately correct the same.
- (c) Continued habitation of any building or continued operation of any industrial facility in violation of the provisions of this Code or any other ordinance, rule or regulation of the District is declared to be a public nuisance. The District may cause proceedings to be brought for the abatement of the occupancy of the building or industrial facility during the period of such violation.
- (d) As an alternative method of enforcing the provisions of this Code or any other ordinance, rule or regulation of the District, the General Manager of his or her designee shall have the power, after providing written notice and a hearing, to disconnect the user or subdivision sewer system from the sewer mains of the district. The General Manager or his or her designee shall also have the right to discontinue water service to the property where the violation is occurring, after written notice and a hearing regarding the disconnection in accordance with Health and Safety Code section 6523.2. Upon disconnection, the General Manager or his or her designee shall estimate the cost of disconnection and reconnection to the system, and such User shall deposit the cost as estimated, of disconnection and reconnection before such User is reconnected after payment of all costs of disconnection and reconnection.
- (e) During the period of such disconnection, habitation of such premises by human beings shall constitute a public nuisance, whereupon the District shall cause proceedings to be brought for the abatement of the occupancy of the premises by human beings during the period of such disconnection. In such event, and as a condition of reconnection, there is to be paid to the District a reasonable attorney's fee and cost of suit arising in the action.
- (f) The District declares that the foregoing procedures are established as a means of enforcement of the terms and conditions of the Code and the District's ordinances, and rules and regulations and not as a penalty.



- (g) Pursuant to Section 6523 of the Health and Safety Code, the violation of any of the provisions of this Code, or the rules or regulations of the District by any person shall be punishable by a fine not to exceed one thousand dollars (\$1,000.00), imprisonment not to exceed one month, or both. Each and every connection or occupancy in violation of the Code, or rules and regulations of the District shall be deemed a separate violation and each and every day or part of a day a violation of this Code, or the District's rules or regulations continues shall be deemed a separate offense hereunder and shall be punishable as such.
- (h) Any person violating any of the provisions of this Code, or rules or regulations of the District shall become liable to the District for any expense, loss or damage occasioned by the District by reason of such violation.

## SECTION 2: REGULATION OF SEWER USE

### 2.1 Use of Public Sewers Required.

- (a) No building, industrial facility or other structure shall be occupied unless and until the owner of the premises has complied with all District rules and regulations.
- (b) All new buildings shall connect to the District sewer system and all land development projects shall include provisions for the connection of future buildings to the District sewer system.
- i. Exceptions will be allowed only when the County approves a private wastewater disposal system complying with the rules, regulations and ordinances of County Building and Health Departments and when the District provides a Sewer Release Letter.
  - ii. The owner of any building situated within the District requiring sewage disposal and abutting on any street, public right of way, or easement in which there is now located, or may in the future be located, a public sewer of the District is hereby required at that owner's expense to connect said building directly with the public sewer in accordance with the provisions of this Code, within ninety (90) days after the date on which the District provides the owner written notice to do so, provided that the District's public sewer is within four hundred (400) feet of the owner's property for new buildings and within two hundred (200) feet of the owner's property for existing buildings. For single family residential purposes, only gravity sewer within any street, public right-of-way, or easement shall be considered as available sewer.

- iii. An individual lateral sewer shall be provided for each building that connects to the District's public sewer system. If a building is located in the rear of another building on an interior lot, the District shall have discretion to permit the owner to connect that building to a lateral sewer that is connected to another building on the same lot, provided the buildings are under the same control and the lot is not divisible or ownership to assure compliance by each building with the provisions of this Code.
- (c) All plumbing systems or building sewers shall be maintained with clean outs installed, pursuant to the applicable provisions of this Code. The plumbing system or building sewer of each building within the District shall include a Test-Y clean-out, which shall be installed at the public right of way or easement abutting the building, and at 100-foot intervals between the public right of way or easement and the building. All clean-outs shall be the responsibility of the property which it serves, meet the standard specifications of the District and shall be maintained to be water tight.

## 2.2 Private Sewage Disposal.

- (a) It shall be the goal of the District to provide the District's sewer system to all premises within the boundaries of the District. Permission to construct a septic tank and leach line or other private sewage disposal system may be granted only when the provisions of this Section 2.2 have been met.
- (b) The owner of any house, building or property used for human occupancy, employment, recreation, or other purposes, situated within the District, adjacent to which there is located a public sanitary sewer, is required, at that owner's sole cost and expense, to install suitable toilet facilities therein and to connect such toilet facilities directly to the public sewer in accordance with the provisions of Section 2.1.
- (c) If a public sewer is not available under the provisions of Section 2.1, the lateral sewer shall be connected to a private sewage disposal system complying with the rules, regulations and ordinances of the County Building and Health Departments.
- (d) At such time as a public sewer becomes available to a house, building or property that is served by a private sewage disposal system, as provided in Section 2.2, a direct connection shall be made to the public sewer upon failure of the private sewage disposal system or before any modification of, or addition to the building, which will require the private sewage disposal system to be enlarged. Connection is to be made in compliance with the ordinances, rules and regulations of District, and any septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned and filled with suitable material as determined by the District, in accordance with all applicable local, state and federal laws, rules and regulations.

- (e) The owner of the house, building or property that is served by a private sewage disposal system is responsible for maintaining that system in an operational manner. The owner shall be responsible for operating, maintaining, repairing and replacing the private sewage disposal system at no expense to the District.
- (f) No statement contained in this Section 2 shall be construed to interfere with any additional requirements that may be imposed by any law, ordinance, rule or regulation or by the Health Officer of the County or any other local, state and/or federal agency.

### SECTION 3: CONSTRUCTION OF PUBLIC SEWERS

#### 3.1 General Provisions.

- (a) The District has adopted Standard Specifications and Drawings, which may be amended from time to time, for all construction of sewers and appurtenances, which are on file at the District Office. Said Standard Specifications and Drawings are hereby referred to and made a part of this Code by reference. Sewer facilities within the District shall be designed and constructed in accordance with the District's Standard Specifications and Drawings and any applicable County and/or State minimum standards for construction of sewers and appurtenances. If no current standard exists, or if conflicting standards exist, then the District shall determine appropriate specifications for the facilities. The Director of Utilities shall have discretion to permit reasonable modifications to any Standard Specification and Drawing or to require a more stringent standard than is required by any Standard Specification and Drawing.
- (b) No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the District's sewer systems. Any person violating this provision shall be subject to the penalties provided by law and shall be liable for any damages or expenses suffered by the District as a result of such violation.
  - (i.) An unauthorized person shall not remove or cause to be removed, or injure or cause to be injured, any portion of any public sewer, sewage pumping plant, or any appurtenances thereto.
  - (ii.) An unauthorized person shall not open or enter, or cause to be opened or entered, for any purpose whatsoever, any manhole or sewer appurtenance in any public sewer.

- (c) Any person and/or that person's contractor or agent intending to excavate in a public street for the purposes of installing sewer facilities or making sewer connections pursuant to this Code shall obtain approval from the State, the County and/or any other public agency or person that has jurisdiction over that public street. The person on whose behalf the contractor is operating shall assume all responsibility for construction stormwater site erosion control measures.
- (d) Prior to commencing any excavation within a County public easement in order to perform any work under the provisions of this Code, a person and/or that person's contractor or agent shall obtain a duly executed County encroachment permit. The person shall submit a copy of the County encroachment permit to the District upon request.
- (e) Any person who undertakes to pave, resurface, regrade or do any work on any street that contains District sewers shall not cover up or conceal any manholes or sewer structures, or their covers. Every care must be used to protect them. In the event said work results in damage to or a change of grade in the area of the manhole or structure, the person performing the work shall be responsible, at that person's sole cost and expense, for repairing or modifying the manhole or structure to meet the new grade. Before any work is performed on District manholes or structures, the District shall be contacted, and all work shall be done under a connection permit at the direction of the District, and in accordance with District Standard Specifications and Drawings. Streets and other property disturbed in the course of the work shall be restored in a manner satisfactory to the District and the County or any other public entity having jurisdiction thereover.
- (f) All OSHA and CAL/OSHA safety requirements shall be met at all times. The contractor shall assume responsibility for all job site safety during construction. All work performed shall conform to the requirements of the State of California Construction Safety Orders, or the Federal Safety Codes, whichever is more stringent.
- (g) All costs and expenses incident to the installation and connection of any sewer or other work for which there is a completed application shall be borne by the applicant. The applicant shall protect, defend, indemnify and hold the District harmless from any liability, claim, cause of action, demand, expense, cost, fine, penalty, attorney's fees, judgments, loss or damage that may directly or indirectly be occasioned by the work, except where caused by the sole or active negligence or willful misconduct of the District.

### 3.2 Sewer Permits.

- (a) No person shall commence or cause to commence, do or cause to be done, construct or cause to be constructed, use or cause to be used, alter or cause to be altered, or connect or cause to be connected to any public sewer, sewer main, lateral sewer, sewage pumping plant or other similar appurtenance within the District without first obtaining a sewer connection permit and plan approval from the District and paying all applicable District fees.
- (b) Persons required to obtain a connection permit shall complete and file with the District an application in the form prescribed by the District and accompanied by any applicable fees. After evaluation and acceptance of the data furnished, the District may issue a connection permit subject to terms and conditions provided herein.
- (i.) Connection permits shall be expressly subject to all provisions of this Code, all other applicable regulations and all user charges and fees established by the District. Connection permits also may include, but are not limited to, the following requirements:
1. Construction of sewers in accordance with approved Plans and Specifications.
  2. Obtaining the necessary rights-of-way and easements and granting same to District.
  3. Payment for all costs involved due to said construction.
  4. Official acceptance into District sewer system of all sewers and appurtenances.
  5. Indemnification of the District per this Code.
  6. Bonds in accordance with this Code.
  7. Payment of all fees including plan checking and inspection.
  8. Other requirements that individual conditions may dictate.
- (c) Upon receiving the application, the District shall make an investigation and survey of the proposed development and determine whether there is facility capacity and sewer treatment capacity available to serve the subdivision or other development, and the sewer facilities

required and their estimated cost. To assist the Director of Utilities in making said investigation and report, the Director of Utilities may engage the services of a consulting engineer. All costs of outside consultants for a development will be charged to the subject development.

- (d) The provisions of this Code requiring connection permits shall not apply to contractors constructing public sewers and appurtenances under contracts with the District.
- (e) Prior to the issuance of a connection permit or plan approval the applicant shall submit two sets of plans to the District for plan check. The plans shall be checked for compliance with all District specifications, rules and regulations. Prior to the District performing the plan check, the applicant shall pay any applicable fee to the District. Such a plan check is not an assurance of sewer service nor a sewer connection permit for the particular project. The submittal of plans and/or documents for plan check shall not constitute nor be considered an application for a connection permit or a sewer connection permit.
- (f) After approval of the application, evidenced by the issuance of a connection permit, no change shall be made to the private sewer, the grade, materials or other details described in the connection permit or as shown on the plans and specifications for which the connection permit was issued except with written permission from the District. One complete set of "as-built" drawings showing the actual location of all mains, valves, fire hydrants, house services, meters, if any, collecting lines, lateral sewers, manholes, cleanouts, public sewers and appurtenances, as applicable, shall be filed with the District before final acceptance of the work.
- (g) In order to maintain a connection permit in full force and effect, those portions of the private sewer system which are to be constructed by the applicant shall be installed by the applicant and inspected and approved by the District within two years after the date of the permit's issuance. A permit shall become null and void if the applicant fails to comply with the above provisions, except as provided in Section (h).
- (h) An applicant who needs an additional period of time in which to complete the project for which a connection permit was issued may apply for a renewal of the existing permit and receive a credit of funds already paid subject to the provisions of this Section. To renew an existing permit, the applicant shall follow all District procedures applicable at the time of renewal to a person initially applying for a new permit including, but not limited to, the payment of all fees specified in Section 9.2. To be valid, the request for renewal shall be in writing and delivered to the District or postmarked by the United States Postal Service on or before the date of the permit's expiration. A permit shall not be eligible for renewal, and no credit of any funds paid shall be granted, if the request for the renewal is not in

writing and delivered to the District or postmarked by the United States Postal Service on or before the date of the permit's expiration.

- (i.) A person receiving a renewal of an existing permit shall be entitled to a credit towards the cost of renewing the permit of 50% of the fees actually paid pursuant to Section 9.2. All fees, rates and charges are subject to modification. An applicant applying for renewal is subject to District fees, rates and charges existing at the time the renewal request is received by the District.
  - (ii.) A request for renewal shall be granted if the request is made and all fees required by this Section (h) are paid on or before the date of the permit's expiration. A renewed permit shall not be eligible for subsequent renewal pursuant to this Section.
- (i) Any contractor performing construction work of the District sewer system and its appurtenances shall obtain a construction permit from the County Building Department or Public Works Department as required by the County.
  - (j) Any contractor performing work within the County right of way shall obtain a County encroachment permit, which may include requirements beyond the scope of this Code and District ordinances, regulations, rules and Standard Specifications and Drawings.
  - (k) Any contractor that intends to excavate 5 feet or more in depth shall possess a current CAL/OSHA permit. A copy of such permit shall be presented to the District upon request.
  - (l) Any contractor performing work under this Code may be required to prepare a SWPPP and obtain proper permits from the Regional Water Quality Control Board.
  - (m) Only qualified contractors that possess an appropriate valid license issued by the California Contractor State License Board may install a lateral sewer or sewer main extension and connect it to District sewer lines. Every such licensed contractor, prior to commencement of work, shall provide the District with a copy of its license and any insurance, bonding or other information requested by the District. The contractor shall agree to indemnify and hold the District harmless from any damage to the District sewer system caused by or indirectly related to the connection to the sewer. If any damage directly or indirectly results from any connection made to the District's sewer, then the contractor at its sole cost and expense shall promptly make any necessary repairs, replace any damaged facilities and return the District's sewer system to the condition it was in prior to the damage.

### 3.3 Outside Sewer Connection Permit.

- (a) Permission shall not be granted to connect any lot or parcel of land outside the District to any public sewer in or under the jurisdiction of the District, unless a permit is obtained pursuant to this Code. The applicant desiring to obtain an outside sewer connection permit shall first enter into a written contract with the District, whereby the applicant binds itself, its heirs, successors and assigns to abide by this Code in regard to the manner in which such sewer shall be used, the manner of connecting therewith and the plumbing and drainage required for that connection. It shall be the policy of the District to not grant outside sewer connection permits except where exceptional circumstances warrant and when granting such a permit will benefit the District.
- (b) Notwithstanding any other provision of this Code, the District Board shall have discretion to grant or deny an application for an outside sewer connection permit.

### 3.4 Financial Responsibility for Construction of Sewer Line.

Any person who installs, and/or causes to be installed, a connection to, or any part of, the District's public sewer system shall be financially responsible for the installation of that portion of the public sewer system, and all incidents thereof. Such person shall be required to obtain a connection permit from the District and shall comply with all of the terms and conditions of that connection permit.

### 3.5 Size of New Facilities.

The District General Manager or his or her designee may require an applicant to install a public sewer system with a capacity greater than what is immediately required by the applicant to adequately satisfy all demands on the District's sewer system that will be, or may at some point be, attributable to the applicant's proposed construction.

### 3.6 District's Option to Construct Facilities.

- (a) Whenever an applicant applies for an assurance of sewer service that involves the expansion or extension of the District's sewer system, the District, at its sole option, may install any facilities required by the expansion or extension. The District may require the applicant to deposit with the District funds sufficient to cover the District's estimated construction costs and other expenses related to the installation of said sewer facilities.
- (b) Upon the completion of the installation of any sewer facilities for which a deposit was made, pursuant to subdivision (a), the District shall refund to the applicant any funds deposited by the applicant in excess of those costs actually incurred by the District.



### 3.7 Dedication Requirements.

- (a) Any agreement concerning the construction, expansion and/or extension of the District's public sewer system shall include an offer of dedication of that portion of the public sewer system to be constructed, expanded and/or extended, excluding any private sewer lines appurtenant thereto.
- (b) No portion of the public sewer system shall be accepted by the District for dedication unless that portion to be accepted has been constructed in conformity with the requirements of the District. When the construction of the public sewer system has been completed and accepted by the District, it shall become the property of the District.

## SECTION 4: INSPECTION

### 4.1 Inspection Required.

- (a) All work done under the provisions of this Code shall be subject to District inspection and approval. No sewer or other facilities constructed under this Code shall be operated prior to complying with this Section 4.
- (b) After the required fees have been paid and the connection permit issued, and upon the applicant's request submitted pursuant to Section 4.2, the District shall inspect the applicant's work to ensure that it complies with the requirements of this Code and any other applicable local, state and/or federal statute, regulation and/or uniform code.
- (c) The District's inspection and/or approval of any work performed under this Code shall not constitute a waiver of any provision of this Code, and the applicant shall continue to be responsible for compliance with the provisions of this Code.

### 4.2 Notification When Ready for Inspection.

The applicant shall schedule an inspection with the District at least two working days prior to the time the inspection is to be made.

### 4.3 Reinspection Fee.

In the event that the District's authorized personnel is required to make more than one visit to the site, a reinspection fee of \$50.00 for each additional visit, payable in advance by the applicant, will be required to reimburse the District for its additional costs in inspecting the connection.

#### 4.4 Work Shall Be Uncovered and Convenient.

At the time of the inspection, the applicant shall have all work uncovered and convenient, and shall give the inspector access to every facility to make a thorough inspection. If work is covered prior to inspection, the District may require that the work be uncovered at the contractors' sole expense prior to re-inspection.

#### 4.5 Correction of Defective Work.

If the applicant's work does not conform to the provisions of this Code, the District shall notify the applicant that the work is non-compliant and include a description of the reasons for non-compliance with reference to the specific section(s) of this Code with which the applicant is non-compliant. If the applicant fails to comply within 30 days after the written notice, sewer service will not be made available to the subject premises and the District permit under which construction was carried out shall be subject to suspension or revocation consistent with this Code.

#### 4.6 Materials and Construction to Meet Standard Specifications.

All material used in any work pursuant to this Code shall be new, first-class material and shall conform to approved plans and specifications, and the manner of construction shall meet all the requirements prescribed by this Code, District Standard Specifications and Drawings, and any applicable state or local statute, regulation and/or uniform code. The District shall approve all such work prior to issuing a certificate of final inspection.

#### 4.7 Certificate of Final Inspection.

- (a) If the District conducts an inspecting of the work pursuant to this Section 4 and determines that the work complies with this Code and all District, local, state and/or federal statutes, regulations and/or uniform code, then the District shall approve the work and issue the applicant a certificate of final inspection. The applicant shall be responsible for retaining a copy of this certificate of final inspection.
- (b) No sewer or other facility constructed under the provisions of this Code shall be placed in use until the District approves that work and issues a certificate of final inspection to the applicant.

### SECTION 5: RESERVED

## SECTION 6: DISCHARGE OF WASTE TO PUBLIC SEWERS

### 6.1 Application, Purpose, and Scope.

- (a) This Code sets forth uniform requirements for users of the District sewer system and POTW and enables the District to comply with all applicable State and Federal laws, including the Clean Water Act, the General Pretreatment Regulations (40 CFR Part 403) and waste discharge requirements established by the Regional Water Quality Control Board, and other applicable state and federal statutes and regulations.
- (b) The objective of these provisions are:
  - (i.) To prevent the introduction of pollutants into the District sewer system and POTW which will interfere with the operation of the system, including contamination of the resulting sludge or interference with the use or disposal of sludge;
  - (ii.) To prevent the introduction of pollutants into the District sewer system and POTW which will pass through the system, inadequately treated, into the receiving waters or the atmosphere or otherwise be incompatible with the system;
  - (iii.) To improve the opportunity to recycle and reclaim wastewater and sludge from the system;
  - (iv.) To ensure that the quality of the wastewater treatment plant sludge is maintained at a level that allows its use and disposal in compliance with applicable statutes and regulations;
  - (v.) To protect the District personnel who may be affected by wastewater and sludge in the course of their employment and to protect the general public; and
  - (vi.) To provide for equitable distribution of the cost of the District sewer system.
- (c) If any provision of this Section 6 or the application thereof to any person or circumstance is held invalid, the remainder of this Section 6 or application of such provision to other persons or circumstances shall not be affected and shall remain in full force and effect.
- (d) The pretreatment requirements set forth in this Section 6 shall apply to all Users of the POTW. This Section 6 authorizes the issuance of wastewater discharge permits; authorizes monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires Industrial User and Significant User reporting; and provides for the

setting of fees for the equitable distribution of costs resulting from the program established herein.

## 6.2 General Discharge Prohibitions.

- (a) No User shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater to the POTW without a permit. No User shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater which will interfere with the operation or performance of the POTW. These general prohibitions apply to all such users of a POTW whether or not the User is subject to National Categorical Pretreatment Standards or any other federal, state and/or local Pretreatment Requirements.
- (b) No User, domestic or industrial, shall contribute or cause to be contributed the following substances to any POTW:
  - (i.) Any liquids, solids or gases which by reason of their nature or quantity are or may be sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. At no time shall two successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system), be more than 5% nor any single reading over 10% of the Lower Explosive Limit (LEL) of the meter. Prohibited materials include, but are not limited to: gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides and any other substances which the District, the State or EPA has notified the user is a fire hazard or a hazard to the system.
  - (ii.) Solid or viscous wastes in amounts which will, or may, obstruct the flow in the District sewer or POTW resulting in interference with the proper operation of the District's wastewater treatment system. Prohibited materials include, but are not limited to, fats, oils or grease of animal or vegetable origin, debris, garbage with particles greater than one-half inch in any dimension, animal guts or tissues, paunch, manure, bones, hair, hides or fleshing's, entrails, whole blood and/or components, feathers, ashes, cinders, sand, spent lime, concrete or concrete slurry, stone or marble, dust, metal, glass, straw, shavings, grass clippings, cut roots, rags, spent grains, spent hops, waste paper, wood, plastics, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud and glass grinding or polishing wastes.
  - (iii.) Any wastewater having a pH less than 6.5, or more than 8.5, or wastewater having any other corrosive property capable of causing damage or hazard to structures,

equipment and/or personnel of the POTW. Prohibited materials include, but are not limited to, acids, caustics, sulfides, concentrated chloride and fluoride compounds, and substances that will react with water to form acidic products.

- (iv.) Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other substances, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the POTW, or to exceed the limitation set forth in a Categorical Pretreatment Standard, or of this section. A toxic pollutant shall include but not be limited to any pollutant identified pursuant to Section 307(a) of the Act (33 U.S.C., 1317).
- (v.) Any noxious or malodorous liquids, gases or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.
- (vi.) Any wastewater which is capable of causing, either alone or by interaction with other substances, the POTW's effluent or any other product of the POTW, such as residuals, sludges, scums, or biosolids, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the POTW cause the POTW to be in non-compliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act (33 U.S.C., 1345); any criteria, guidelines or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act (42 U.S.C. 6901, *et. seq.*), the Clean Air Act, the Toxic Substances Control Act or State criteria applicable to the sludge management method being used.
- (vii.) Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.
- (viii.) Any wastewater having a temperature which will inhibit biological activity in the POTW treatment plant resulting in interference, but in no case wastewater with a temperature at its introduction into the POTW which exceeds one hundred four degrees Fahrenheit (104 F). Any pollutants, including oxygen demanding pollutants (BOD, etc.) released at a flow rate and/or pollutant concentration which a user knows or has reason to know will cause Interference to the POTW. In no case shall a slug load have a flow rate or contain concentration or quantities of pollutants that exceed for any time period longer than 15 minutes more than five times the average 24-hour concentration, quantities or flow during normal operation.

- (ix.) Any wastewater containing any radioactive wastes or isotopes of such half-life or concentrations as which may exceed any applicable State or Federal regulations.
- (x.) Any wastewater that causes a hazard to human life or creates a public nuisance.
- (xi.) Any trucked or hauled pollutants, except at discharge points designated by the District and having District pre-approval.
- (xii.) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;
- (xiii.) Oils and grease in excess of one hundred (100) mg/L, whether emulsified or not, shall not be discharged into the public sewer system. Oils and greases may be from living or nonliving sources or contain substances that may solidify or become viscous at temperatures between thirty-two degrees and one hundred fifty degrees Fahrenheit at the point of discharge into the system or in amounts that will cause interference or pass through.
  - 1. Grease Traps or Interceptors Required. Grease, oil and sand interceptors or gravity separating devices shall be installed when, in the opinion of the District, they are necessary for the proper handling of liquid wastes containing grease and oil or sand in excessive amounts, or any flammable wastes, sand and other harmful ingredients; except that such interceptors shall not be required for buildings used for residential purposes. All interceptors shall be of a type and capacity approved by the District in accordance with the California Plumbing Code and shall be of a type and capacity sufficient to provide the appropriate quality of effluent per this Code and shall be located as to be readily and easily accessible for cleaning and inspection.
- (xiv.) Pollutants that result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
- (xv.) Hazardous Waste. All Users are prohibited from discharging hazardous waste.
- (xvi.) Infectious wastes from hospitals, clinics, out-patient clinics, medical and dental offices, mortuaries, etc.; pathologic specimens; disposable hypodermic needles, syringes and associated articles (whether ground or not); recognizable portions of the human anatomy; solid wastes generated in the rooms of patients who are isolated because of a suspected or diagnosed communicable disease; wastes excluded by other provisions of this Section 6 except as specifically permitted for;

or any other waste defined by the health officer of San Luis Obispo County as being infectious.

(xvii.) Detergents, surface-active agents, or other substances which might cause excessive foaming in the POTW.

(xviii.) Draining of swimming pools and spas.

1. The contents of a salt water swimming pool (including electrolytic cell backwash) shall not be discharged to the sanitary sewer, storm drain system or natural water way.
2. The contents of chlorinated swimming pools and/or spas (including filter backwash from swimming pools and/or spas) shall not be discharged into the sewer system without first applying for and receiving written permission from the District. Such approved discharge must be accomplished in the manner specified herein.
3. The size of the pipe carrying the discharge shall not be larger than 2 inches and the rate of flow shall not exceed 100 gpm, nor exceed the capacity of the line.
4. Each swimming pool discharging to a sewer system pursuant to a permit shall be equipped with an indirect waste connection to preclude any possibility of a backflow of sewage into the swimming pool or piping system.

(xix.) Discharges from water softening. Portable exchange water softening systems should be used instead of on-site regeneration water softening units. Discharges from commercial, industrial, and residential on-site regeneration water softening units must comply with the following:

1. High-efficiency reverse osmosis units do not generate salt and are the best technology available for water softening and are recommended for use in the District.
2. Commercial and/or Industrial Users are prohibited from using self-generating water softeners that discharge to the District POTW.
3. New residential housing and replacement water softener units shall meet the following requirements:

- a. On-site regeneration water softener units must be equipped with salt efficiency controls to regenerate on hardness demand or other approved techniques.
  - b. Salt efficiency control units shall be a sealed tamper-proof type that controls the most efficient regeneration setting or a portable exchange unit.
- (xx.) Shredded garbage. Discharges containing improperly shredded garbage that has not been ground or comminuted to such a degree that all particles will be carried freely in suspension under normal flow conditions in the public sewers or with any particle greater than one-half inch in any dimension are not allowed. Acceptable discharges from garbage grinders are as follows:
- 1. Wastes generated in preparation of food in a residence
  - 2. Where an Industrial User has an existing garbage grinder or a proposed new grinder and has approval for that specific use from the District. Such grinders must be kept in proper working order. Prohibited discharges from garbage grinders are as follows:
    - a. Garbage grinders shall not be used for grinding plastic, paper products, inert materials, garden refuse or waste products resulting from the handling, storage and sale of fruit and vegetables in wholesale and retail produce establishments and wastes from entities engaged in the preparation, processing or preserving of food not intended primarily for immediate consumption. Discharges from commercial grinders must be pretreated at the owner's expense, as necessary, to reduce the suspended solids' daily flow, or objectionable characteristics or constituents to comply with the limits contained in this Code. Discharges from commercial grinders must be treated independently of any grease interceptor.
    - b. The District reserves the right to prohibit the use of garbage grinders in commercial applications if this waste creates excessive problems in the sewer system.



- (xxi.) Rain, storm water, surface water, ground water, seepage, roof runoff, street or yard drainage, subsurface drainage, ponds or lawn sprays or water added for the purpose of diluting wastes which exceed maximum concentration limitations.
- (xxii.) It shall be unlawful to discharge to any storm drain or natural outlet any wastewater derived from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, including domestic sewage, and industrial wastewater petroleum products, or otherwise polluted water.
- (xxiii.) Outdoor connections, drains and/or wash racks connected to the District sewer shall be covered and bermed to prevent the inflow of storm water and shall be equipped with a sand and/or oil interceptor approved by the District.
- (xxiv.) Any substance that will cause the POTW to violate its waste discharge requirements as imposed by the Central Coast Regional Water Quality Control Board or the receiving water quality standards.

### 6.3 Violation of Discharge Limitation.

In addition to any enforcement options available to the District under this Code and/or any state and/or federal law and/or regulation, if the District determines that a user is contributing to the POTW any of the above enumerated substances in such amounts as to interfere with the operation of the POTW, the District shall:

- (a) Advise the user of the impact of the contribution on the POTW; and
- (b) Develop effluent limitation(s) for such user to correct the interference with the POTW.

### 6.4 Federal Categorical Pretreatment Standards.

Upon the promulgation of the Federal Categorical Pretreatment Standards for a particular industrial subcategory, the Federal Standard, if more stringent than limitations imposed under this Code for sources in that subcategory, shall immediately supersede the limitations imposed under this Code.

### 6.5 State Requirements.

State requirements and limitations on discharges shall apply in any case where they are more stringent than Federal requirements and limitations and/or more stringent than the requirements of this Code.

## 6.6 Specific Discharge Limitations.

- (a) In addition to the general discharge prohibitions, the maximum concentrations of certain pollutants allowable in wastewater discharges to the District sewer system are found in Table A, below. The general discharge prohibitions contained in Table A may be amended from time to time by regulatory agencies or regulatory order, the amended discharge prohibitions and requirements shall be controlling until such time as a Table A is amended. Dilution of any wastewater discharge for the purpose of satisfying these requirements shall be considered a violation of this Code.
- (b) Any user who does not comply with Federal Pretreatment Standards as required under Section 307(b) and (c) of the Act, and any regulations promulgated thereunder, including those regulations contained in 40 CFR 403.12, violates this Code.

Constituent	Concentration (mg/l)	Recommended EPA Method*
Ammonia	20.0	350.2
Aluminum	8.0	200,202
Arsenic	0.30	200,206
Beryllium	0.25	200,210
Boron	2.50	200
Cadmium	0.25	200,213
Chromium	0.05	200,218
Cobalt	0.075	200,219
Copper	0.30	200,220
Cyanide	0.20	335
Fluoride	1.50	300
Iron	7.50	200,236
Lead	0.05	200,239
Lithium	0.115	200
Mercury	0.005	245
Nickel	0.30	249
Selenium	0.01	270
Vanadium	2.00	200,286
Zinc	2.00	200,289
M.B.A.S.	0.20	425.1
Phenol	0.001	420,604
Sulfate	200.0	300

Any wastewater, other than residential water-softening regeneration brine, containing in excess of:

TDS	1000	160
Sodium	200	200,303
Chloride	150	300
BOD	250	405.1
Suspended Solids	25	160.2

These limits are subject to a specific permit or enforcement action as set forth in this Code. These limits will be reviewed periodically and revised as needed.

\*Any request for variation from this recommended EPA Method must be approved before analysis is performed.

#### 6.7 District's Right of Revision.

The District reserves the right to establish by ordinance more stringent limitations or requirements on discharges to the District sewer system if deemed necessary to comply with the objectives presented in Section 6.1 of this Code.

#### 6.8 Excessive Discharge.

No user shall ever increase the use of process water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the Federal Categorical Pretreatment Standards, or in any other pollutant-specific limitation developed by the District.

#### 6.9 Hauled Waste.

(a) Hauled waste may be introduced into the POTW only at locations designated by the District, with the District's prior consent, and at such times as established by the District. Such waste shall not violate Sections 6.2, 6.5 or 6.6 of this Code or any other requirements established by the District. The District may require haulers of industrial waste to obtain wastewater discharge permits. The District may prohibit the disposal of hauled industrial waste.

(b) The hauler shall provide the District with waste analysis of any load prior to discharge. The District may collect samples of each hauled load to ensure compliance with applicable standards. Industrial waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler,

permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste.

- (c) The District may permit operators of "Cesspool" pump trucks to dispose of septic tank, seepage pit or cesspool effluent which does not contain harmful concentrations of industrial liquid waste, oils, greases or other deleterious substances into certain designated manholes, upon payment of a fee to be specified by the District. No person shall dump such effluent in any manhole other than those designated by the District. The District may refuse to accept such effluent if it fails to meet the requirements of this Code, or if existing facilities cannot accommodate the effluent.
- (d) When septic tank, seepage pit or cesspool effluent is dumped into a specified manhole under permission from the District, it shall be discharged through a pipe or hose in a manner such that none of the effluent shall be left adhering to the sides or shelf of the manhole, and if any such effluent is inadvertently allowed to adhere to the sides or shelf of the manhole, the manhole shall be thoroughly cleaned with clear water.

#### 6.10 Wastewater Dischargers.

It shall be unlawful to discharge to the District sewer system without a permit any wastewater except as authorized by the District in accordance with these provisions. All new Industrial or Significant Users proposing to connect to or to contribute to the POTW shall obtain a wastewater discharge permit before connecting to or contributing to the POTW. All existing Industrial Users connected to or contributing to the POTW shall obtain a wastewater discharge permit within thirty (30) days of receiving a notice to apply. Any commercial or Industrial User may be required to obtain a wastewater discharge permit if, in the opinion of the Director of Utilities, the composition and/or the manner of its discharge may adversely impact District facilities. The wastewater discharge permit requirement imposed by Section 6.10 shall be in addition to any other requirements of this Code, including but not limited to requirements for connecting to the District's sewer system and requirements to obtaining sewer service and an allocation of sewer capacity.

- (a) Users required to obtain a wastewater discharge permit shall complete and file with the District an application in the form prescribed by the District, and accompanied by a fee, which shall be determined by the District on an individual basis according to the amount of discharge, the strength and character of the discharge and any other factors pertinent to the treatment and disposal of the discharge. After evaluation and acceptance of the data furnished, the District may issue a wastewater discharge permit subject to terms and conditions provided herein. The applicant's signature on an application for any permit shall constitute an agreement to comply with all of the provisions, terms and requirements of this Code, as such may be amended from time to time, and with the plans and specifications

which the applicant has filed with the application, if any, together with such corrections and/or modification as may be made or permitted by the District, if any.

- (b) Wastewater discharge permits shall be subject to all provisions of this Code and all other applicable regulations, user charges and fees established by the District. Additionally, the District may subject Wastewater discharge permits to additional requirements. Additional requirements may include, but are not limited to, the following:
- (i.) The per-unit charge or schedule of user charges and fees for the wastewater to be discharged to a District sewer;
  - (ii.) Limits on the average and maximum concentrations of wastewater constituents and/or limits on other wastewater characteristics;
  - (iii.) Limits on rate and time of discharge or requirements for flow regulations and equalization;
  - (iv.) Requirements for installation and maintenance of inspection and sampling facilities;
  - (v.) Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule;
  - (vi.) Compliance schedules;
  - (vii.) Requirements for submission of technical reports or discharge reports;
  - (viii.) Requirements for maintaining and retaining plant records relating to wastewater discharge, as specified by the District, and affording District access thereto;
  - (ix.) Requirements for notification of the District of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the District sewer system; and/or
  - (x.) Other conditions as deemed appropriate by the District to ensure compliance with this Code and any applicable state and/or federal statutes and/or regulations.
- (c) Permits shall be issued for a specified period not to exceed five years. Any Industrial User holding a time-limited permit shall apply for a permit reissuance a minimum of 180 days prior to the expiration of the Industrial User's existing Permit. The terms and conditions of the permit may be subject to modification by the District during the term of the permit as limitations or requirements are modified or other just cause exists. The Industrial User shall

be informed of any proposed changes in the permit at least 30 days prior to the effective date of the changes. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

- (d) The terms and conditions of wastewater discharge permits shall be subject to modification by the District during the term of the permit. The District shall notify the permittee in writing at least 30 days prior to the effective date of any changed term. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

#### 6.10.1 Transferability of Wastewater Discharge Permit.

- (a) A wastewater discharge permit is issued to a specific user for a specific operation at a specific location. A wastewater discharge permit shall not be reassigned, transferred and/or sold to a new or different operation and/or premises without first obtaining the prior written consent of the District.
- (b) Any succeeding owner or user to an operation for which a wastewater discharge permit has been issued shall continue to comply with the terms and conditions of that permit.

#### 6.11 Pretreatment.

- (a) Industrial Users shall provide necessary wastewater pretreatment as required to comply with this Code and to protect the District's POTW and the proper and efficient operation thereof, the health and safety of District employees and the environment. Industrial Users shall achieve compliance with all applicable Categorical Pretreatment Standards, local limits, and the prohibitions set out in this Code within the time limits specified by the EPA, the State, or the District, whichever is more stringent. Any facilities required to pretreat wastewater to a level acceptable to the District shall be provided, operated, and maintained in good working order and at the Industrial User's expense.
- (b) In the construction of new facilities, all domestic wastewater from restrooms, showers, drinking fountains, etc., shall be kept separate from all industrial wastewater until the industrial wastewater has passed through any required pretreatment system or device and the industrial wastewater monitoring facility or stations.
- (c) Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the District for review and shall be deemed acceptable to the District prior to initiation of construction and/or installation of those facilities. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facilities as necessary to produce an effluent acceptable to the District under the provisions of this Code. Any subsequent changes in the pretreatment facilities or

methods of operation shall be reported to and be deemed acceptable to the District prior to the Industrial User's initiation of those changes.

#### 6.11.1 Grease, Oil, and Sand Inceptors

- (a) Grease, oil and sand interceptors or gravity separating devices shall be installed when, in the opinion of the District, they are necessary for the proper handling of wastewater containing excessive amounts of grease, oil and/or sand, except that such interceptors shall not be required for residential dwelling units.
- (b) All interception units shall be of a type and capacity approved by the District in accordance with the California Plumbing Code and shall be of a capacity sufficient to provide the appropriate quality of effluent per this Chapter 6 and shall be located where it would be easily accessible for cleaning and inspection.
- (c) Interceptors shall be maintained at the owner's expense, in continuous efficient operating condition, and shall provide for the periodic removal of the accumulated grease. No such collected grease shall be introduced into any drainage piping or public or private sewer.
- (d) Food establishments shall install an approved grease interceptor. Requirements for the installation of a grease interceptor shall be determined by the District using the California Plumbing Code as a guide.
- (e) Each business establishment for which a grease interceptor is required shall implement grease reducing practices and have an interceptor which shall serve only that business establishment.
- (f) All car washes, vehicle/equipment wash areas, service stations, and garages shall be required to install a gravity separating device designed to prevent the discharge of sand, silt, oil, and grease to the municipal sewer.
- (g) Gravity separating devices located outdoors shall be covered and bermed to prevent the inflow of storm water.
- (h) If the District finds that a grease interceptor or gravity separating device installed prior to the effective date of this Code is incapable of adequately capturing and retaining the grease, sand and/or oil in the wastewater effluent, then the District may require the user to install an adequate grease interceptor or gravity separating device. The District shall provide at written notice to the user that an adequate grease interceptor or gravity separating device is required, which shall be installed

at the user's sole cost and expense and within a time period specified in the written notice from the District.

- (i) Discharges from commercial grinders must be treated independently of any grease interceptor, at the owner's expense, to reduce the suspended solids daily flow and/or objectionable characteristics or constituents in order to comply with the limits contained in this Chapter 6.

#### 6.12 Inspection, Sampling and Reporting Requirements for the Permittee.

- (a) Within 180 days after the effective date of an EPA pretreatment Categorical Standard, or within 180 days after the final administrative decision made upon a category determination pursuant to 40 C.F.R. section 403.6(a)(4), whichever is later, Existing Users subject to such Categorical Standards and currently discharging to the POTW shall submit to the District a baseline monitoring report that contains all of the information detailed in Section 6.12.2. At least 90 days prior to the commencement of Discharge, New Sources, and sources that become Categorical Users subsequent to the promulgation of an applicable Categorical Standard, shall be required to submit to the District a baseline monitoring report which contains all of the information detailed in Section 6.12.2. New Sources also shall be required to include in this report information on the method of pretreatment that the New Source intends to use to meet Pretreatment Standards.
- (b) Each baseline monitoring report shall include the following information:
  - (i) Identifying Information. The name and address of the facility, including the name(s) of the owner(s) and operator(s).
  - (ii.) Environmental Permits. A list of any environmental control permits held by or for the facility.
  - (iii.) Description of Operations. A brief description of the nature of the operations, average rate of production of goods (if applicable), and Standard Industrial Classifications of the operation(s) carried out by the Existing Source, New Source, or source that becomes a Categorical User subsequent to the promulgation of an applicable Categorical Standard. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.
  - (iv.) Flow Management. Information showing the measured average daily and maximum flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary to allow use of the combined waste stream formula



set forth in 40 CFR section 403.6(e). New Sources, and sources that become Categorical Users subsequent to the promulgation of an applicable Categorical Standard, may estimate this information

- (v.) Measurement of Pollutants. The report shall contain the following information:
  - (vi.) The Categorical Standard applicable to each regulated process; and
    1. The results of sampling and analysis identifying the nature and concentration of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long-term average concentrations shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set forth in this Code. Existing Users shall take at least one representative sample to comply with these requirements. The sample shall be taken directly downstream from the POTW. New Sources, and sources that become Categorical Users subsequent to the promulgation of an applicable Categorical Standard, may estimate this information if operations have not yet commenced.
  - (vii.) Certification. A statement reviewed and certified by the Industrial User's responsible officer or other authorized representative that indicates whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operations and maintenance and/or pretreatment is required to meet the pretreatment standards and requirements.
  - (viii.) Compliance Schedule. If additional pretreatment and/or O&M is required, the shortest schedule, designed in accordance with Section 6.12.5 of this Code, by which the Industrial User will provide such additional pretreatment and/or operations and maintenance. The completion date in the schedule shall not be later than the compliance date established for the applicable pretreatment standard.
- (c) Any Industrial User that is required to obtain a permit under this Code and performs self-monitoring shall comply with all applicable requirements in 40 C.F.R. section 403.12 and submit to the District during the months of June and December, unless required more frequently by the District, a report indicating the nature of the effluent over the previous reporting period. The frequency of monitoring shall be prescribed in the permit issued by the District, but in no case shall monitoring be required less than twice each year. The Director of Utilities may modify the months during which these reports are to be submitted.
- (d) The report submitted pursuant to Section 6.12.3 shall include a record of the concentrations of the pollutants listed in the permit, actual or estimated maximum and average daily flow

measurements taken at sampling locations, and any additional information required by the permit or by the Director of Utilities. If an Industrial User sampled more frequently than what was required, the Industrial User must include all results of sampling during the reporting period.

- (i.) If the Industrial User is subject to a Categorical Standard that requires implementation of BMPs, the Industrial User shall include with its report all documentation required by the Director of Utilities to determine compliance with the applicable BMP.
  - (ii.) Any Industrial User subject to equivalent mass or concentration limitations established by the District, or by unit production limits specified in the applicable Categorical Standard, shall report production data as required by Section 6.12.2, which shall include the Industrial User's actual average production rate for the reporting period.
  - (iii.) If the District calculated limits to factor out dilution flows or nonregulated flows, the Industrial User shall be responsible for providing flow measurements from the regulated process flows, dilution flows, and non-regulated flows.
  - (iv.) Flows shall be reported on the basis of actual measurement, provided, however, the District may accept reports of average and maximum flows estimated by verifiable techniques if the District determines an actual measurement is not feasible.
  - (v.) Discharges sampled shall be representative of the Industrial User's daily operations, and samples shall be taken in accordance with the requirements specified in Section 6.13.2 of this Code.
- (e) Where a compliance schedule is required under Section 6.12.2 (g), the schedule shall be designed in accordance with 40 CFR section 403.12(c) as follows:
- (i.) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the Industrial User to meet the applicable Categorical Standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contracts for major components, commencing construction, completing construction, etc.);
  - (ii.) No increment referred to in subparagraph (a) shall exceed nine (9) months; and

- (iii.) Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the Industrial User shall submit a progress report to the District including, at a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with the increment of progress, the reason for the delay, and the steps being taken by the Industrial User to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports.
- (f) Within ninety (90) days following the date for final compliance by an Existing User with the applicable Pretreatment Standards and Requirements set forth in this Code, in Federal Categorical Standards, or in a permit, or in the case of a New Source or New User considered by the District to fit the definition of a Industrial User, within ninety (90) days following the commencement of the introduction of wastewater into the POTW, the Industrial User shall submit to the District a final compliance report.
- (i.) **Flow Measurement.**  
For Industrial Users, this may include the average daily and maximum daily flow, in gallons per day, to the POTW from the total process flow, wastewater plant flow, total plant flow, individual manufacturing process flow, manufacturing process flow and/or any other flow as required by the Director of Utilities.
  - (ii.) **Measurement of Pollutants**  
Industrial User shall identify the applicable Pretreatment Standard for each regulated or manufacturing process, and report the results of sampling, and provide an analysis identifying the nature and concentration of regulated pollutants set forth in this Chapter 6 in the Discharge from each regulated or manufacturing process, including daily maximum and average concentrations. The sampling shall be representative of daily operations and shall conform to the sampling and analytical procedures outlined in Sections 6.13.2 and 6.13.3 of this Code. The Industrial User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this subparagraph. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR section 403.6(e) for a Categorical Industrial User, this adjusted limit along with supporting data shall be submitted as part of the final compliance report.
  - (iii.) **Certification.**  
The Industrial User shall indicate whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operations and maintenance and/or additional pretreatment is required for the Industrial User to meet the applicable Pretreatment Standards and Requirements. This information shall be

accompanied by the following statement and shall be signed by an Industrial User's authorized representative:

"I certify under penalty of perjury under the laws of the State of California that this document and all its attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, if not myself, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

- (iv.) For an Industrial User subject to equivalent mass or concentration limits established by the District in accordance with procedures established in 40 CFR section 403.6(c), this final compliance report shall contain a reasonable measure of the Industrial User's long-term production rate. For all other Industrial Users subject to Categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), the final compliance report shall include the Industrial User's actual production during the appropriate sampling period.
- (g) Any Industrial User operating under a permit incorporating equivalent mass or concentration limits shall notify the District within two business days after the Industrial User has a reasonable basis to know that the production level will significantly change within the next calendar month. Any Industrial User not providing a notice of such anticipated change will be required to comply with the existing limits contained in its permit.
- (h) Any Industrial User or person operating under a permit shall notify the District and Regional Water Quality Control Board immediately of all discharges that could cause problems to the POTW, including any Slug Loads, as defined in this Code. The notification shall include the concentration and volume and corrective action. Steps being taken to reduce any adverse impact also should be noted during the notification. Any Industrial User or person operating under a permit who discharges a Slug Load of pollutants shall be liable for any expenses, losses, or damages to the District, in addition to the amount of any fines imposed on the District under state or federal law.
- (i.) If sampling performed by the Industrial User indicates a violation, the Industrial User shall notify the District and the Regional Water Quality Control Board within 24 hours of becoming aware of the violation. The Industrial User also shall repeat

the sampling within 5 days and submit the results of the repeat analysis to the District and the Regional Water Quality Control Board within 30 days after becoming aware of the violation.

- (ii.) If sampling performed by the District or the Regional Water Quality Control Board indicates a violation, it shall perform repeat sampling and analysis within 5 days, unless it notifies the Industrial User of the violation and requires the Industrial User to perform the repeat sampling and analysis.
- (iii.) Repeat sampling shall not be required if:
  1. The District or the Regional Water Quality Control Board performs the periodic sampling at the Industrial User at a frequency of at least once per month; or
  2. The District or the Regional Water Quality Control Board performs sampling at the Industrial User after the initial sampling but before the Industrial User or the District or the Regional Water Quality Control Board receives the results of this initial sampling.
- (i) All Industrial Users shall promptly notify the District or Regional Water Quality Control Board in advance of any substantial change in the volume or character of pollutants in their discharge, including significant manufacturing process changes, pretreatment modifications, or in the listed or characteristic hazardous wastes for which the Industrial User has submitted initial notification under 40 CFR section 403.12(p).
- (j) The District reserves the right to require any User that discharges to the POTW to provide appropriate reports, even though the User may not be required to obtain a permit under this Code.
- (k) Industrial Users subject to the reporting requirements of this Section 6.12 shall retain and make available for inspection and copying all records of information obtained pursuant to any monitoring activities required by this Section 6.12 and any additional records of information obtained pursuant to the monitoring activities undertaken by the Industrial User independent of such requirements. Records shall include: the date, exact place, method and time of sampling and the name of the person(s) taking the samples; the dates that analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses including documentation associated with BMPs. These records shall be retained for a period of at least three years. This period shall be automatically extended for the duration of any litigation concerning the Industrial User or the District, or where the Industrial user has been specifically notified of a longer retention period by the District, the Regional Water Quality Control Board, or the EPA.

### 6.13. Inspection to Ensure Compliance.

- (a) The District shall be permitted to inspect the facilities of any Industrial User to ascertain whether the purpose of this Chapter 6 is being met and all requirements are being met. Persons or occupants of the premises where wastewater is created or where a discharge occurs shall allow the District or its representatives access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, record examination, or in the performance of any of their duties. The District, Regional Water Quality Control Board and EPA shall have the right to set up on the Industrial User's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations. Where an Industrial User's security measure is in force which would require proper identification and clearance before entry on the premises, the Industrial User shall make necessary arrangements with its security staff so that, upon presentation of suitable identification, personnel from the District, Regional Water Quality Control Board and/or EPA, will be permitted to enter, without delay, for the purposes of performing their specific duties.
- (b) If the District has been refused access to a building, structure or property, or any part thereof and is able to demonstrate probable cause to believe there may be a violation of this Chapter 6, or that there is a need to inspect as part of a routine inspection program of the Agency designed to verify compliance with this Chapter 6, or any Permit or order issued hereunder, or to protect the overall public health, safety and welfare, then the District shall seek issuance of an inspection warrant from the San Luis Obispo County Superior Court. Such warrant shall be served at reasonable hours by the District, pursuant to applicable state law.
- (c) No person shall willfully or negligently break, damage, destroy, uncover, deface, tamper with, or prevent access to any structure, appurtenance or equipment, or other part of the POTW. Any person found in violation of this requirement shall be subject to the sanctions set forth in this Code.

#### 6.13.1 Pollutant Analyses.

- (a) All pollutant analyses, including sampling techniques, shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable Categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by the EPA.

- (b) Grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds. For all other pollutants, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques, unless time proportional composite sampling or grab sampling is authorized by the District. The samples must be representative of the discharge and the decision to allow the alternative sampling must be documented in the Industrial User file for that facility or facilities. Using protocols specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during the 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides, the samples may be composited in the laboratory; composite samples for other parameters unaffected by compositing procedures, as documented in approved EPA methodologies, may be authorized by the District or the Regional Water Quality Control Board, as appropriate.
- (c) For sampling required in support of baseline monitoring and 90 day compliance reports, a minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the District may authorize a lower minimum. For reports required by 40 CFR section 403.12(e) and (h), the District shall require the number of grab samples necessary to assess and assure compliance by the Industrial Users with applicable Pretreatment Standards and Requirements.
- (d) Samples shall be taken immediately downstream from pretreatment facilities, if such exist, immediately downstream of regulated or manufacturing processes if no pretreatment exists, or at a location determined by the District and specified in the Industrial User's permit. If other wastewater is mixed with the regulated wastewater prior to pretreatment, the Industrial User shall measure the flows and concentrations necessary to allow the use of the combined waste stream formula in 40 CFR section 403.6(e) in order to evaluate compliance with the applicable categorical Pretreatment Standards. For other Industrial Users for which the District has adjusted its local limits to factor out dilution flows, the Industrial User shall measure the flows and concentrations necessary to evaluate compliance with the adjusted Pretreatment Standard(s). All sample results shall indicate the time, date and place of sampling, and methods of analyses and shall certify that the waste stream sampled is representative of normal work cycles and expected pollutant discharges from the Industrial User. If an Industrial User sampled and analyzed more frequently than what was required in its permit, using methodologies in 40 CFR Part 136, it must submit all results of sampling and analysis of the discharge as part of its self-monitoring report.

### 6.13.2 Industrial User Monitoring Facilities.

- (a) Industrial Users shall, at their own expense, provide and operate monitoring facilities to allow inspection, sampling and flow measurement of the building sewer and/or internal drainage systems. The monitoring facility should normally be situated on the Industrial User's premises, but the District may, when such a location would be impractical or cause undue hardship on the Industrial User, allow the facility to be constructed in the public street or sidewalk, provided it is located so that it will not be obstructed by landscaping or parked vehicles and provided the Industrial User applies for and obtains all required permits.
- (b) There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, and sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition at the Industrial User's expense.
- (c) Where constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the District's requirements and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the District.

### 6.14 Confidential Information.

- (a) Information and data on an Industrial User obtained from reports, surveys, permit applications, permits, and monitoring programs, and from the District inspection and sampling activities shall be available to the public without restriction, unless the Industrial User specifically requests and is able to demonstrate to the satisfaction of the District that the release of such information would divulge information, processes or methods of production entitled to protection as a trade secret under applicable state law.
- (b) When requested and demonstrated by the Industrial User furnishing the report that such information should be held confidential, the portions of the report which might disclose trade secrets or secret processes shall not be made available to the public, but shall be made available immediately, upon request to governmental agencies for uses related to the District's waste discharge requirements or this Chapter 6, or in enforcement proceedings involving the Industrial User furnishing the report.
- (c) Notwithstanding subparagraphs 6.14.2 and 6.14.3, wastewater constituents and characteristics and other "effluent data" do not constitute confidential information and will be available to the public without restriction.



## 6.15 Enforcement.

### 6.15.1 Administering, Implementing and Enforcing the Provisions of Chapter 6.

- (a) The General Manager shall administer, implement and enforce the provisions of this Chapter 6. Any ministerial authorities granted to or duties imposed upon the General Manager may be delegated by him to person(s) acting in the employment of or under contract to the District.
- (b) The District may enter upon the private property of any person within the jurisdiction of the District in order to investigate possible violations of this Code. As authorized by law, District representatives shall carry evidence establishing their position as authorized representatives of the District, and, upon presentation and exhibiting these proper credentials and identification, be permitted to enter in and upon all buildings and premises within the District for the purpose of inspection, observation, measurement, sampling, testing, or otherwise performing such duties as may be necessary in carrying out this Chapter 6.
- (c) A violation of any provision of this Chapter 6 is a misdemeanor pursuant to Health and Safety Code section 6523. The remedies that the District may seek for violation of its pretreatment requirements and this Chapter 6 include, but are not limited to, the following:
  - (i.) The District may seek an injunction and/or civil penalties of up to \$25,000 per violation, per day of violation by filing a petition in the San Luis Obispo County Superior Court pursuant to Government Code section 54740, or the District may issue its own administrative complaint and impose civil penalties of up to \$5,000 per violation, per day of violation by following the procedures set forth in Government Code section 54740.5.
  - (ii.) The District may discontinue sewer service to a user violating this Chapter 6, as set forth in Section 6.15.3, or revoke a Permit pursuant to Section 6.15.4.
  - (iv.) The District may file a criminal complaint with the San Luis Obispo County District Attorney or other appropriate law enforcement official.
- (d) In order to enforce the provisions of this Chapter 6, the District may correct any violation hereof. The cost of such correction (including but not limited to any fines or other costs imposed on the District by any Federal or State agency or court) shall be payable by the person violating this Chapter 6 or by the owner or tenant of the property upon which the violation occurred, and such cost may be added to any sewer service charge payable in connection with the property. The District shall have such remedies for the collection of

such costs as it has for the collection of user charges, in addition to any other remedies provided by this Code or by law.

- (e) Each of the enforcement remedies available to the District as specified herein shall be non-exclusive and may be asserted cumulatively and in addition to, or in lieu of, any other remedy available to the District under law.

#### 6.15.2 Suspension of Wastewater Treatment Service.

- (a) The District may suspend the wastewater treatment service and/or a Wastewater Discharge Permit when such suspension is necessary, in the opinion of the District, in order to stop an actual threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment, cause interference to the POTW, or cause a violation of any waste discharge requirements prescribed by the Regional Water Quality Control Board.
- (b) Any person notified of a suspension of its wastewater treatment service and/or the Wastewater Discharge permit shall immediately stop or eliminate the contribution. In the event of a failure of the person to comply voluntarily with the suspension order, the District shall take such steps as deemed necessary including, but not limited to, immediate severance of the sewer connection, to prevent or minimize damage to the POTW system or endangerment to any individuals. The District shall reinstate the Wastewater Discharge permit and/or the wastewater treatment service upon proof of the elimination of the non-complying discharge. A detailed written statement submitted by the Industrial User describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the District within 15 days after the date of occurrence.

#### 6.15.3 Revocation of Wastewater Discharge Permit.

- (a) The District has sole and complete discretion to revoke the permit of any User who violates this Code and/or any applicable state and/or federal laws and/or regulations. Violations that may result in revocation of a permit issued under this Code include, but are not limited to, the following:
  - (i) Misrepresentation or failure of an Industrial User to factually report the wastewater constituents and characteristics of his discharge;
  - (ii) Failure of the Industrial User to report significant changes in operations, systems, or wastewater constituents and characteristics prior to the changed discharge;

- (iii) Falsifying self-monitoring reports and certification statements;
  - (iv) Refusal of reasonable access to the Industrial User's premises and records for the purpose of inspection or monitoring;
  - (v) Violation of any Pretreatment Standard or Requirement, or of any terms of the industrial wastewater discharge permit or of this Code;
  - (vi) Tampering with monitoring equipment;
  - (vii) Failure to provide advance notice of the transfer of business ownership of a permitted facility;
  - (viii) Failure to pay fines; or
  - (ix) Violation of any Pretreatment Standard or Requirement, any term of the Wastewater Discharge permit issued by the District, or any provision of this Code.
- (b) A Wastewater Discharge permit is voidable upon cessation of operations. Any Wastewater Discharge permit issued for a particular Industrial User is void upon the issuance of a new permit to that Industrial User.

#### 6.15.4 Enforcement Mechanisms for Industrial Users

- (a) Whenever the District finds that any Industrial User has violated or is violating this Chapter 6, the District may serve upon such person a written notice of violation. The written notice of violation shall state the nature of the violation and provide a reasonable time for the satisfactory correction thereof. The notice of violation may set forth a compliance schedule with specific actions the Industrial User shall take in order correct the violation and/or prevent the recurrence of the violation. In addition, the notice may require inspections or sampling and may impose other requirements the General Manager deems necessary.
- (b) In the event that an Industrial User discharges wastewater in violation of this Chapter 6, the District may assess a charge against the responsible person for the work required to clean and/or repair facilities owned or used by the District, additional operating and maintenance costs and all direct and indirect costs the District associated with the Industrial User's violation. Such a charge may be collected in any manner authorized by this Code or by law.

#### 6.16 Accidental Discharges.

Each Industrial User shall provide protection from accidental discharge of prohibited materials or other substances regulated by this Code. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the Industrial User's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the District for review and shall be approved by the District before construction of the facility. No Industrial User who commences contribution to the POTW after the effective date of this Code shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the District. Review and approval of such plans and operating procedures shall not relieve the Industrial User from the responsibility to modify the Industrial User's facility as necessary to meet the requirements of this Code. In the case of an accidental discharge, it is the responsibility of the User to immediately telephone and notify the POTW of the incident. The notification shall include location of discharge, type of waste, concentration and volume and corrective actions.

- (a) Within five days following an accidental discharge, the Industrial User shall submit to the District a written report describing the cause of the discharge and the measures to be taken by the Industrial User to prevent similar future occurrences. Such notification shall not relieve the Industrial User of any expense, loss, damage or other liability which may be incurred as a result of damage to the POTW, fish kills or any other damage to person or property; nor shall such notification relieve the Industrial User of any fines, civil penalties or other liability which may be imposed by this Code or other applicable law.
- (b) A notice shall be permanently posted on the User's bulletin board or other prominent place advising employees whom to call in the event of a dangerous discharge. Employers shall insure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.

SECTION 7: RESERVED

## SECTION 8: SEWER AVAILABILITY & WILL SERVE COMMITMENTS

### 8.1 No Service Outside District Boundaries.

The District shall not accept applications for sewer will serve commitments or applications for sewer service outside its boundaries, unless there is an Annexation of that territory into the District's jurisdiction. When Annexation has begun, commitments may be issued, and service may be provided pursuant to Section 8.3.4 and as otherwise may be decided by the Board.

### 8.2 Sewer Availability Letter.

Upon receiving a written request, the District shall issue a letter giving the current status of sewer availability to a project or parcel of land. This letter will state, in general terms and without making a commitment to serve the project or parcel, whether the project or parcel is within the boundaries of the District, if sewage treatment capacity is currently available to serve the project or parcel, and under what conditions service would be made available. The District will attempt to identify potential problems that may be associated with making sewer service available to the project or parcel.

### 8.3 Application for a Will Serve Commitment.

#### 8.3.1 Information Required of the Applicant.

- (a) Any person desiring a will serve commitment for sewer service for a subdivision, final map, development plan, site plan, plot plan or premises shall submit an application to the District on a form and in such manner as determined by the District. At a minimum, said application shall include the following information:
- (i) Date of application;
  - (ii) Name, address, and telephone number of owner and agent of the subject premises;
  - (iii) Location and legal description of the subject premises, number of lots to be served, and proposed zoning;
  - (iv) Number of expected sewer units of use for each expected lot, and size and number of water meters for needed water service;
  - (v) Date that water and/or sewer service is expected for all or any part of the subject premises;

- (vi) Purpose for which sewer service will be used;
  - (vii) Such other information as District may reasonably require.
- (b) The District shall be notified by the applicant of any change in the information provided above within thirty (30) days after such change.
- (c) If an agent will act for the owner of the subject premises in matters concerning the application, the agent shall submit to the District written evidence of such agency and authority, having a notarized signature of the owner of the subject premises.

### 8.3.2 Determination of Sewer Availability.

Upon the furnishing of the information required in Section 8.3.1 above, the District shall determine within sixty (60) days whether or not there is available sewage treatment capacity to serve the subject premises at the time of application.

- (a) If the determination is affirmative, then the District will so notify the applicant.
- (b) If the District determines there is not available sewage treatment capacity to serve the premises at the time of application, then the application shall be denied without prejudice and placed on the District's waiting list. At the time sewage treatment capacity becomes available to serve the subject premises on the waiting list, the applicant and his/her successor shall be so notified and, if the applicant or his/her successor still desires sewer service, the application that was denied without prejudice shall be reconsidered and the District shall follow the procedures set forth in Sections 8.3.3 to 8.3.11.

### 8.3.3 Deposits.

- (a) **Deposits Required for Non-Discretionary Projects.** For any application for a will serve commitment which is not required by the County in connection with any discretionary approval of a project for the subject premises, such as a tentative map, development plan, use permit, site plan or plot plan, the applicant shall deposit with the District within thirty (30) days after the date of the notice referenced in Section 8.3.2, the full amount of the sewer hook-up fees in effect at the time of the notice. On the date of such payment, the application for a will serve commitment shall be deemed complete.
- (b) **Deposit Reunited for Discretionary Projects.** With respect to applications for will serve commitments that will be submitted to the County in connection with the discretionary approval of a project for the subject premises, such as a tentative map, site plan, use permit,

development plan or plot plan, the applicant, within thirty (30) days after the date of the notice provided in Section 8.3.2, shall submit proof from the County that the County has accepted the applicant's application for a tentative map, development plan, site plan, use permit, plot plan or other project approval application for the subject premises ("County Accepted Application") and shall deposit one hundred percent (100%) of the sewer hook-up fees due for the units of use applied for consistent with the County Accepted Application. The amount of the hook-up fees due shall be based on those in effect at the time of the payment. As of the date of such submission and deposit with the District, the application for a will serve commitment shall be deemed complete. The deposit is nonrefundable, except as provided in Section 8.3.9 below.

#### 8.3.4 Issuance of Will Serve Commitment.

- (a) Issuance of Will Serve Commitments for Non-Discretionary Projects. With respect to an application for a will serve commitment which is not required by the County in connection with any discretionary approval of a project for the subject premises, the District shall issue to the applicant a will serve commitment for the subject premises upon receipt of the deposit submitted pursuant to Section 8.3.3(a) and compliance with any other requirements of the District. The will serve commitment shall obligate the District to provide sewer service to the premises to the extent that sewer service applications for such premises propose no more units of water use than are stated for such premises in the application for the will serve commitment. There shall be no time limit on the commitment.
- (b) Issuance of Will Serve Commitments for Discretionary Projects.
  - (i) With respect to applications for will serve commitments that will be submitted to the County in connection with the discretionary approval of a project for the subject premises, the District shall issue the applicant a will serve commitment for such premises upon payment of the deposit, submission of proof of the County Accepted Application and compliance with any other requirements of the District. The will serve commitment shall be effective for four years from the date of its issuance and its continued validity shall be subject to County approval of the project for the subject premises within said four-year period. If County approval of the project, such as a final or parcel map, site plan, use permit, development plan or plot plan, for the subject premises does not occur within the said four-year period, then the will serve commitment shall be forfeited. The applicant shall be entitled to request a refund of deposited hook-up fees pursuant to the provisions of Section 8.3.9. If County approval of the project occurs within said four-year period, then the will serve commitment shall remain in effect consistent with the County approval.

- (ii) If the County Accepted Application is withdrawn, expires, is denied or fails for any reason in whole or in part, then the units of use in the will serve commitment no longer required for the project, as described in said County Accepted Application, because of the withdrawal, expiration, denial or other failure, shall be deemed forfeited and relinquished to the District as of the date of such withdrawal, expiration, denial or other failure. Refunds of money deposited on units of use so forfeited and relinquished shall be refunded in accordance with Section 8.3.9 below.
- (iii) If County approval of the project reduces the number of units of use required for the subject premises from that stated in the County Accepted Application, then those units not so approved shall be forfeited and relinquished to the District as of the date of the County approval. Refunds of money deposited on units of use so forfeited and relinquished shall be refunded in accordance with Section 8.3.9 below.
- (iv) Upon forfeiture of a will serve commitment, the applicant must apply for a new will serve commitment for the subject premises in accordance with District rules, regulations and ordinances.
- (v) The will serve commitment issued pursuant to this Section 8.3.4 shall obligate the District to provide sewer service to the subject premises. to the extent that applications for sewer service to any portion or all of the subject premises propose no more units of use than such are stated for such premises in the application for the will serve commitment consistent with the County approval.

#### 8.3.5 Public Interest Variance Applicant Dedication of Additional Sewage Treatment Capacity.

The Board may consider and allow exceptions to Section 8.5's allocation scheme and priorities at times when the District does not have available sewage treatment capacity, if the Board finds that an applicant can provide the District with sewage treatment capacity sufficient to meet the sewer service demands of the applicant's development. A will serve commitment for new or additional sewer service connections under this Section 8.3.5 will be issued by the District only after the District and the applicant have executed a contract in a form acceptable to the District whereby the applicant firmly commits and binds itself to provide and dedicate to the District the additional sewage treatment capacity, such capacity is constructed and can be utilized by the District, and the applicant complies with all other provisions of this Code concerning issuance of will serve commitments, unless the District determines otherwise.



### 8.3.6 Public Interest Variance, Service to Public Agencies.

- (a) If, at any time, a public agency applies for sewer service for one of its facilities when the District does not have sewage treatment capacity available, then the application of such public agency shall be placed at the top of the District's then existing waiting list. If more than one public agency applies for sewer service when the District does not have sewage treatment capacity available, then those applicants shall be considered in accordance with the priority date of each completed application; and when sewage treatment capacity becomes available, it shall be allocated in accordance with such priorities. This subdivision shall apply to any need of the District for sewer service to one of its facilities.
- (b) The Board finds that the above provisions serve valid public purposes and are necessary in order to provide assistance to other governmental entities to allow the carrying out of public services and functions within the District and to make such services more available, responsible, efficient and effective for the inhabitants of the District.

### 8.3.7 Highest Priority Sewer Service for Low Income Housing.

- (a) If, at any time, a proposed development that includes housing units affordable to lower income households, as defined in Government Code Section 65589.5, subdivision (h)(3), applies for sewer service when the District has insufficient sewer treatment or collection capacity, as demonstrated by a written engineering analysis and report on the condition of the treatment or collection works, or when the District is subject to a Water Quality Control Board order prohibiting new sewer connections, then the application of such proposed low income housing shall be placed at the top of the District's then existing waiting list. If more than one proposed development that includes housing units affordable to lower income households applies for sewer service when such service cannot be provided for the aforementioned reasons, then those applicants shall be considered in accordance with the priority date of each completed application; when sewer capacity becomes available, it shall be allocated in accordance with such priorities.
- (b) This priority shall take precedent over any other public interest variance.

### 8.3.8 Will Serve Commitments and Applications for Sewer Service for Guesthouses and Secondary Dwellings.

- (a) A secondary dwelling shall be subject to the provisions respecting will serve commitments and applications for service and to all other provisions of this Code.
- (b) Upon application to the District in the forms provided for in Section 8.3, a guesthouse shall be entitled to a will serve commitment and sewer service from the District without payment

of any hook-up fees or the need for a sewer unit of use and shall not otherwise be subject to the provisions of this Code, on condition that the primary residence, through whose meter the guesthouse will receive water service, has allocated to it a valid sewer unit of use. Except as otherwise specifically provided for herein, a guesthouse shall be subject to District rules, regulations, resolutions and ordinances governing sewer and water service.

### 8.3.9 Refunds of Hook-up Fees.

No refunds on sewer hook-up fees paid shall be allowed, except under the following circumstances:

- (a) With respect to hook-up fees paid pursuant to Section 8.3.3(a) above, an applicant shall be entitled to a refund of hook-up fees paid for any unit of use no longer required, less five percent (5%) of the hook-up fees in effect at the time of the request; provided that in no event shall the total amount deducted from any refund request exceed \$2,000. The applicant shall make such request in writing prior to commencement of service with respect to any unit of use no longer required. The District shall make the refund in accordance with subdivision (c) below. The District finds that it incurs certain administrative costs with respect to the processing of applications for will serve commitments and requests for refunds, and that five percent (5%) of the total hook-up fees for each unit of use applied for and for which a refund request is made reasonably covers the District's costs incurred in such processing.
- (b) With respect to hook-up fees paid pursuant to Section 8.3.3(b) above, the applicant may request a refund of the hook-up fees paid for any unit of use no longer required by the applicant, as long as a written request therefore is made prior to County approval of the County Accepted Application. If the total amount of the hook-up fees due on the units of use no longer needed has not been fully paid, then the amount of the refund shall be equal to the amount of hook-up fees paid on the units of use no longer required less five percent (5%) of the total amount of hook-up fees which would be due on those units of use as of the date of the request; provided that in no event shall the total amount deducted from the refund request exceed \$2,000. If the total amount of the hook-up fees due on the units of use no longer needed has been paid, then the amount of the refund shall be equal to ninety-five percent (95%) of the paid hook-up fees for those units of use; provided that in no event shall the total amount deducted from the refund request exceed \$2,000. All refunds shall be made in accordance with subdivision (c) below. The District finds that it incurs certain administrative costs with respect to the processing of applications for will serve commitments and requests for refunds, and that five percent (5%) of the total hook-up fees for each unit of use applied for and for which a refund request is made reasonably covers the District's costs incurred in such processing.

- (c) Upon the timely submittal of a request for refund, the District shall make the units of use no longer required available to the next applicant for a will serve commitment consistent with such applicant's application. Within five (5) business days after the date of the District's notice of availability of such units, the next applicant shall provide the District with written notice as to the acceptance of all or any portion of the units made available. The applicant shall pay one hundred percent (100%) of the hook-up fees due on the accepted units within fifteen (15) business days after the date of the District' notice referenced above. The amount of the hook-up fees due shall be based on the sewer hook-up fees in effect at the time of the payment for the accepted units. Upon payment of the hook-up fees due, the District shall make the refund due, as provided in (a) and (b) above, within ten (10) business days after the date of receipt of the payment.
- (d) If the next applicant does not accept all or any portion of the units made available to him or her pursuant to subdivision (c), then the applicant shall retain his or her position on the waiting list with respect to any units covered by his or her application and not accepted pursuant to the notice if availability.
- (e) If the next applicant's application for a will serve commitment will be submitted to the County in connection with the discretionary approval of a project for the subject premises, as specified in Section 8.3.3(b), and the applicant has deposited the required amount of the hook-up fees for all of the units of use requested in the applicant's application, then the applicant shall have six (6) months from the date of the applicant's last deposit of hook-up fees to submit proof of submission of a County Accepted Application. As of the date of such submission, the application for a will serve commitment shall be deemed complete. Thereafter, the District shall issue a will serve commitment consistent with the provisions of Section 8.3.4(b). If the applicant fails to timely submit proof of submission of the County Accepted Application, then the District shall refund the amount deposited pursuant to Section 8.3.9(c) without interest and the applicant will be removed from the waiting list and will have to reapply for a will serve commitment in accordance with District rules, regulations and ordinances. Further, any units of use previously accepted and paid for by the applicant shall be forfeited and shall revert to the District as of the date of the deadline for submission of proof of submittal of a County Accepted Application. Refunds of money paid on such forfeited units of use shall be refunded in accordance with Section 8.3.9(b).

#### 8.3.10 Request for More Units of Use.

If an applicant for a will serve commitment for any premises requests additional units of use for such premises over that amount stated in the initial application after the will serve commitment has been issued, then the applicant shall reapply for such additionally requested units of use in accordance with the provisions of this Section 8.3.

### 8.3.11 Non-Transferability of Will Serve Commitments.

The sewer units of use set forth in a will serve commitment issued to premises described in an application for a will serve commitment shall not be transferable to any other premises; provided, however, that if adjacent lots under one legal ownership are combined into one legal lot by virtue of a lot line adjustment or other means, units of use committed to any one of said adjacent lots can be used anywhere on the newly created combined legal lot.

## 8.4 Applications for Sewer Service.

### 8.4.1 Information Required.

- (a) Each applicant for sewer service shall be required to sign an application form, provided by the District, which, at a minimum, will set forth:
- (i) Date of application;
  - (ii) Names, addresses and telephone numbers of the owner, agent, and the customer, who is the person to whom District bills shall be mailed;
  - (iii) Legal description (Assessor's Parcel No.(s)) of premises to be served;
  - (iv) The number and size of meters required for requested services;
  - (v) Date applicant will be ready for service;
  - (vi) Whether the premises have been previously served by the District;
  - (vii) Purpose for which sewer service is to be used;
  - (viii) Whether sewer hook-up fees have been previously paid for such premises, and, if so, the amount of such fees, and the date that they were paid;
  - (ix) Number of sewer units of use required for the subject premises, as determined by the District upon information provided by the applicant; and
  - (x) Such other information as the District may reasonably require.
- (b) The District shall be notified by the applicant of any change in the information provided above within thirty (30) days after such change.

- (c) If an agent will act for the owner of the subject premises in matters concerning the application, the application shall so provide, and the agent shall submit to the District written evidence of such agency and authority, having a notarized signature of the owner of the subject premises.

#### 8.4.2 Service to Premises for Which Hook-Up Fees Have Already Been Paid.

If the application is for service to premises for which a will serve commitment is outstanding and effective, and the number of units of use applied for such premises do not exceed that stated in the will serve commitment, then a sewer service permit shall be issued for the premises upon submission of the information required in Section 8.4.1, payment of any applicable charges and compliance with other District rules and regulations governing sewer service. The permit shall not be transferable to other property. There shall be no time limit on the permit.

#### 8.4.3 Service to Premises for Which a Will Serve Commitment is Not Outstanding and Effective.

- (a) **Determination of Sewer Availability.** Once the applicant has supplied the information required in Section 8.4.1, the District shall determine within sixty (60) days whether there is sewer treatment capacity available to provide the requested service. If the determination is affirmative, then within sixty (60) days after such determination, the District shall notify the applicant to pay all applicable charges, including the requisite sewer hook-up fees in effect at the time of the notice, which shall be paid within sixty (60) days after the date of the request.
- (b) **Determination of Non-Availability.** If the District determines there is not available sewage treatment capacity to provide the required service at the time of application, then the application shall be denied without prejudice and placed on the District's waiting list. At the time sewage treatment capacity becomes available to serve the applicant on the waiting list, the applicant shall be so notified and, if the applicant still desires service, the application that was denied without prejudice shall be reconsidered, and the District shall proceed in accordance with the provisions of subdivision (a) above.
- (c) Once the applicant has supplied all of the information required pursuant to Section 8.4.1, has paid all applicable fees, and has otherwise complied with other District rules and regulations governing sewer service, then the application shall be deemed complete. The date of such completion shall be stated on the application. As of that date, the applicant shall be entitled to a sewer service permit for the service provided to the subject premises. There shall be no time limit on such permits. The permit shall not be transferable to other property.

#### 8.4.4 Refunds.

The applicant shall not be entitled to any refund of monies paid pursuant to this Section 8.4, except that the applicant shall be entitled to a refund of ninety-five percent (95%) of the hook-up fees paid for any unit of use no longer required by the applicant, if a request therefore is made in writing and is received by the District prior to commencement of service; provided that in no event shall the total amount deducted from any refund request exceed \$2,000. The District shall make the refund in accordance with Section 8.3.9(c). The Board finds that it incurs certain administrative costs with respect to the processing of applications for service and requests for refunds, and that five percent (5%) of the total hook-up fee for each unit of use applied for and for which a refund request is made reasonably covers the District's costs incurred in such processing.

#### 8.4.5 Property Owner's Liability.

Applicants for service to rental units may be the lessee or renter of the premises for which service is requested or may be the owner of said premises. Bills shall be mailed to the person designated as the customer on the application who shall be liable for payment of all District rates and charges, and shall otherwise be subject to the District ordinances, rules and regulations. In any situation where the lessee or renter is the designated customer for the premises to be served by the District, the owner of the premises so leased or rented shall guarantee payment of all District rates and charges incurred for service to his/her premises, shall otherwise be subject to District ordinances, rules and regulations, and shall be responsible jointly and severally with the designated customer for payment of any delinquent bill.

#### 8.4.6 Individual Liability for Joint Service.

Two or more parties who join in one application for service shall be jointly and severally liable for payment of bills. One person shall be designated on the application for receipt of the bills.

#### 8.4.7 Change in Applicant's Equipment.

Applicants desiring to make any material change in the size, character or extent of the equipment utilized in receiving District service, as such equipment is stated in the completed application for service, shall give the District advance written notice of the extent and nature of the change. If the proposed change requires more sewer units of use, then the applicant shall submit a new application for service and shall be subject to the availability of sewage treatment capacity at the time of such application, the payment of all applicable charges then in effect, and the District ordinances, rules and regulations then in effect.

#### 8.4.8 Sewer Service Only When No Water Supply and/or Facility Capacity Available.

(a) Request for Sewer Service Only. An applicant may apply for a will serve sewer commitment or apply for sewer service only, and the District shall provide such commitment or service upon compliance with the applicable provisions for obtaining such commitments or service as provided in this Code, if the following conditions apply:

- (i.) The new construction or development on the subject premises does not require District water service; and
- (ii.) The District has available sewage treatment capacity to serve the new construction or development.

(b) Conditions of Will Serve Commitment Issuance.

- (i.) The issuance of a will serve commitment pursuant to this Section 8.4.8 shall be made notwithstanding a waiting list established for applicants who require both water and sewer service when water supply and/or facility capacity is not available, but sewage treatment capacity is available.
- (ii.) Notwithstanding Section 8.3.4, a will serve commitment issued pursuant to this Section 8.4.8 shall be valid for ten (10) years. Upon the expiration of such period, the applicant may request renewal of such commitment. Such request shall be in the form of a new application for a will serve commitment. The application shall be treated the same as any other new application for a will serve commitment. For instance, it will be subject to any then existing waiting list established, shall be subject to the availability of sewage treatment capacity at the time of the application, and shall otherwise be subject to District ordinances, rules and regulations then in effect. However, with respect to hook-up fees, the applicant shall pay the difference between the hook-up fees in effect at the time of the notice given pursuant to Section 8.3.2 and the fees already paid.

(c) Conditions for Providing Sewer Service.

- (i) The provision of sewage treatment service pursuant to this Section 8.4.8 shall be provided notwithstanding a waiting list established for applicants who require both water and sewer service when water supply and/or facility capacity is not available, but sewage treatment capacity is available.
- (ii) Notwithstanding Sections 8.4.2 and 8.4.3 hereof, any permit issued on an application for sewer service shall be valid for two (2) years from the date of

issuance. Service shall commence to the subject premises within that two (2) year period. The applicant may request renewal of the permit. Such request shall be in the form of a new application for sewer service. The application shall be treated the same as any other new application for sewer service. For instance, it will be subject to any then existing waiting list established pursuant to Section 8.5 hereof, shall be subject to the availability of sewage treatment capacity at the time of the application, and shall otherwise be subject to District ordinances, rules and regulations then in effect. However, with respect to hook-up fees, the applicant shall pay the difference between hookup fees in effect at the time of the notice given pursuant to Section 8.3.2 and the fees already paid.

(d) Subsequent Need for Water Service.

If subsequent to the issuance of a will serve commitment or permit pursuant to this Section 8.4.8, an applicant requests water service before sewer service commences, then the will serve commitment or permit shall no longer be effective, as of the date of the request. The applicant shall be required to reapply for both water and sewer service in accordance with the provisions of this Code and the San Miguel Community Services District Water Code; provided, however, the applicant shall be credited for any hook-up fees paid.

8.4.9 Unauthorized Use of Sewer Permits.

- (a) The use of a permit for a lot or premises other than the lot or premises for which the permit was issued shall be considered an unauthorized usage and is prohibited.
- (b) The use of a permit for a lot or premises which has more or different construction or an increased number of units of use than that for which the permit was issued shall be considered an unauthorized usage and is prohibited.
- (c) The use of a permit for a lot or premises which has more shall be considered an unauthorized usage and is prohibited.
- (d) The use of a permit for any lot or premises which has a different design as to its private sewer system, fixture units or facilities from that shown on the plans for which the permit was issued shall be an unauthorized usage and is prohibited.
- (e) District Remedies for the Unauthorized Use of Sewer Permits
  - 1. The unauthorized use of a permit in a manner prohibited by subdivision (a) above imposes a different or greater demand upon the District's sewer system. Therefore, the owner must apply to the District for a new permit prior to the use of a lot or



premises for other than that specified in an existing permit, and/or to authorize more construction or an increase in the number of units of use specified in the existing permit. A person applying for a new permit must comply with all of the District's then existing rules and regulations concerning sewer service, including but not limited to, the availability of sewer treatment capacity and payment of any applicable fees and charges then in effect. Such compliance shall occur within 60 days of written notice from the District of the unauthorized usage. In the event that the owner fails to timely comply, the District may revoke the permit and the permittee shall be subject to the provisions of subdivision (c) below.

2. When the District determines that an unauthorized usage of a permit has occurred, the District may, in addition to all other enforcement devices set forth in this Code, demand that the unauthorized acts cease until such time as appropriate permits have been applied for and obtained, if available, and/or all appropriate fees and charges have been paid.

## 8.5 Sewer Allocation System.

### 8.5.1 Introduction.

Unless otherwise provided in this Chapter, the available sewage treatment capacity of the District shall be allocated and regulated in accordance with the policies, priorities and procedures set forth in this Section 8.5.

### 8.5.2 Sewer Service Waiting List for Applicants Who Require District Sewer Service.

The potential water users on the District's water service waiting list in existence at the time of adoption of this Code who also require sewer service shall also be included on a similar sewer service waiting list. The inclusion on the sewer list shall be in the same order as on the water service waiting list with the first on the water list becoming the first on the respective sewer list. The quantity of sewer service capacity needed to serve those developments on the water service waiting list included on the sewer list shall be that quantity required to provide adequate sewer service to the number of units of use in the proposed development, as determined by the District.

### 8.5.3 Allocation of Sewer Capacity.

When any newly developed sewage treatment capacity can be made available to new users, it shall be allocated first to those applicants on the waiting list who already have secured from the District all of the water units of use applied for by such applicants or have applied for a sewer will serve commitment only or sewer service only. Such allocation shall be based on the

applicant's priority on the waiting list and in accordance with the same procedures as a newly developed water supply source is allocated, except as otherwise provided in this Chapter. The District shall provide such applicants with a written notice of availability of units of use. If an applicant receives such a notice of availability, then, within ten (10) business days after the date of such notice, the applicant shall notify the District in writing whether the applicant will accept the units of use offered in the notice. The applicant shall pay one hundred percent (100%) of the hook-up fees due on the accepted units within 30 calendar days after the date of the District's written notice of availability. The amount of the hookup fees due shall be based on the sewer hook-up fees in effect at the time of the payment for the accepted units. If there is any remaining sewer capacity after completion of the allocation process addressed above, then such remaining capacity shall be allocated to all other applicants on the District waiting list based on their priority on that waiting list and pursuant to the above procedures.

- (a) If the applicant's application is for a sewer will serve commitment only which will be submitted to the County in connection with the discretionary approval of a project for the subject premises, as specified in Section 8.3.3(b), and the applicant has timely deposited the required amount of the hook-up fees for all of the sewer units of use requested in the applicant's application, then the applicant shall submit proof of submission of a County Accepted Application within ninety (90) days from the date that the applicant deposited the hook-up fees as required in Section 8.3.3(b) above. As of the date of such submission, the applicant's application for a will serve commitment shall be deemed complete. Thereafter, the District shall issue a will serve commitment consistent with the provisions of Section 8.3.4(b). If the applicant fails to timely submit proof of submission of the County Accepted Application, then the District shall refund the amount deposited pursuant to Section 8.3.9(c) without interest and the applicant will be removed from the waiting list and will have to reapply for a will serve commitment in accordance with District rules, regulations and ordinances. Further, any units of use previously accepted and paid for by the applicant shall be forfeited and shall revert to the District as of the date of the deadline for submission of proof of a County Accepted Application. Refunds of money paid on such forfeited units of use shall be refunded in accordance with Section 8.3.9(c).
- (b) If the applicant's application is for sewer service only or for a sewer will serve commitment only and the applicant is offered all of the sewer units of use requested or the balance needed by the applicant to complete his application but the applicant declines such offer or fails to timely deposit the required amount of the hook-up fees, the applicant shall be removed from the waiting list and will have to reapply for sewer service or a will serve commitment in accordance with District rules, regulations and ordinances. Any units of use previously accepted and paid for by the applicant shall be forfeited and shall revert to the District as of the date that the applicant declines the offer or fails to timely make the required deposit. Refunds of money paid on such forfeited units of use shall be refunded in accordance with Section 8.3.9(c).

- (c) After any waiting list is exhausted, then any remaining sewage treatment capacity shall be allocated on a first-come, first-served basis with the date of a completed application establishing the applicant's priority. If the District exhausts any newly developed sewage treatment capacity, then it shall reestablish a waiting list for all applicants.

#### 8.5.4 Allocation of Units of Use When a Lot Split Occurs and Payment of Increased Hook-Up Fees Related Thereto.

Upon the subdivision of a lot to which sewer units of use have been committed by the District, units of use so committed in excess of those required to serve any existing buildings or other structures on any of the newly created lots may be used on any of the other newly created lots; provided that upon application for service to such lots where such application is based on utilization of all or any portion of the excess units, the applicant shall pay the difference between the hook-up fees previously paid for such units of use and the hook-up fees in effect at the time of application for service.

### SECTION 9: FEES AND CHARGES.

#### 9.1 Purpose of Sewer Connection / Hook-up Fees and Charges

The sewer hook-up fees collected pursuant to this Section 9.1 shall be used and are needed to finance the District sewer capital facilities and will not be used for general revenue purposes.

##### 9.1.1 Sewer Connection Fees.

Each connector may be required to pay at time of application for service, at a rate established by District ordinance, fees for the following:

- (a) Fees for the inspection of the connection of the sewer line from the sewer lateral to the sewer main.
- (b) Additional fees for the inspection of the connection of the sewer line to any sewer lateral appurtenances including but not limited to clean-outs, grease traps, and backflow prevention devices.

##### 9.1.2 Residential Sewer Hook-up Fees. The sewer hook-up fee shall be set by board resolution.

### 9.1.3 Commercial, Industrial and Other Similar Sewer Hook-up Fees.

- (a) The sewer hook-up fee shall be per unit served and set by board resolution.
- (b) To determine the equivalent number of units of use for District commercial, industrial and other similarly situated customers, for purposes of calculating the amount of hook-up fees for such customers, the District shall establish a standard measure, using gallons (i.e. Metcalf & Eddy, Inc., Wastewater Engineering Treatment and Reuse (Fourth Edition).)

### 9.2 Application Fees.

When a person applies for a District sewer service permit, the applicant may be required to pay, at a rate established by District ordinance or resolution, fees for the following:

- (a) Application fee for the administrative costs involved in processing each application.
- (b) Inspection fees to cover the cost of field and structure inspection of the proposed construction.
- (c) Plan checking fees to cover the cost of reviewing all plans for compliance with District Standard Specifications and Drawings.
- (d) Any other necessary administrative, engineering and legal fees incurred by the District for work performed.
- (e) Any person who pays these fees and whose application expires or is canceled, withdrawn, voided, terminated or abandoned, whether voluntarily or involuntarily, shall not be entitled to a refund or credit of these fees.

### 9.3 Wastewater Contribution Fees.

It is the purpose of this Section 9.3 to provide for the recovery of costs from users of the District's sewer system for the implementation of the Wastewater Discharge permitting program described in Chapter 6.

### 9.3.1 Applicable Charges and Fees.

The District may adopt charges and fees that may include:

- (a) Fees for reimbursement of costs of setting up and operating the District's pretreatment program.
- (b) Fees for monitoring, inspection and surveillance procedures.
- (c) Fees for reviewing accidental discharge procedures and construction.
- (d) Fees for permit applications.
- (e) Fees for filing appeals.
- (f) Fees for consistent removal by the District of pollutants otherwise subject to Federal pretreatment standards.
- (g) Other fees as the District may deem necessary to carry out the wastewater discharge permit requirements contained herein.

These fees relate solely to the Wastewater Discharge permit program detailed in Chapter 6 and are separate from all other charges and fees chargeable by the District.

### 9.4 Sewer Service Charges.

- (a) Rates. The monthly sewer rate shall be in accordance with Resolution No. 2018-19, as may be amended, which presently sets the following monthly sewer rates:
  - 3. Single Family Residential: \$89.77 per EDU.
  - 4. Multi Family Residential: \$56.10 per EDU.
  - 5. Commercial/Industrial: \$67.55
- (b) All accounts are due upon receipt and payable at the District office. Bills are sent as a courtesy and failure to receive a bill does not relieve owner of responsibility to pay, or of penalties levied for non-payment, pursuant to Chapter 10 of this Code. A bill is delinquent as provided in Section 10.3.

### 9.5 Returned Check Charge.

For any check which has been received by the District for payment of rates, charges, fees or other costs of the District as set forth in District ordinances, regulations and this Code, which check has been deposited twice and returned to the District unpaid by the bank upon which it is drawn, a charge of \$30.00 for the returned check shall be imposed upon the account to which the payment was originally applied.

9.6 Administrative and Inspection Fees.

(a) Plan Checking and Inspection for New Subdivision. A fee of five percent (5%) of the estimated cost of water and sewer improvements in a new subdivision will be charged to cover the cost of plan checking and inspection. The estimated costs of improvements must be verified by the Director of Utilities.

(b) Copying Fees. A copy fee of 10 cents per page will be charged.

SECTION 10: ENFORCEMENT OF SEWER FEES & DISCONTINUATION OF SEWER SERVICE

10.1 Collection and Enforcement of Sewer Service Rates and Charges.

The provisions in this Chapter 10 shall apply to the collection and enforcement of District sewer service charges and rates, and of drainage facilities maintenance fees.

10.2 Established as a Means of Enforcement.

The District hereby declares that the procedures set forth herein are established as a means of enforcement of the terms and conditions of its Code, ordinances, rules and regulations, and not as a penalty.

10.3 Property Owner Responsibility and Basis of Billing.

Whether or not the owner of a property is the customer, the owner of property that is furnished sewer service shall be responsible for all rates, charges or fees, including penalties and interest thereon, respecting such furnished services. Water and sewer service shall be billed together on a monthly basis. The billing statement will be for service rendered during the preceding month. A statement shall become delinquent on the 14<sup>th</sup> day of the month following the month in which service is rendered.

10.4 Late Payment Charge.

A one-time charge of ten percent (10%) of the rate or fee (hereinafter in this Chapter 10, charge, rate and fee shall be collectively referred to as "charge," unless otherwise specifically noted) for a month shall be added to each delinquent charge for the first month that the charge is delinquent. Thereafter, an additional penalty of one percent (1%) per month shall be added to all delinquent charges and basic penalties until such time as the delinquent charges and penalties have been paid. Monies paid when any portion of an account is delinquent shall first be credited to the delinquent portion and then to the current billing.

#### 10.5 Judicial Relief and Attorney's Fees.

- (a) In the event that any customer fails to timely pay a billing statement, the customer shall be deemed to be in default and in such case, the District may declare the balance or remaining balance due and payable.
- (b) The General Manager is authorized and directed to file any and all necessary legal actions in the appropriate small claims court within the County of San Luis Obispo and to appear in court thereon on behalf of District to collect and all unpaid sewer bills and charges thereon that may be due.
- (c) In the event that the District is required to bring an action to collect any sum in default, the customer shall pay any attorneys' fees, court costs or other costs incurred by the District to bring such action.

#### 10.6 Lien.

In case any charge becomes delinquent, the amount of the delinquency may in the discretion of the District be secured by filing for record in the office of any county recorder, a certificate specifying the amount of such charge and the name and address of the person liable therefore. The District may from time to time compile lists of such delinquent charges and record them with the county recorder as liens.

#### 10.7 Discontinuance of Service.

- (a) Generally, in the event of a violation of any ordinance of the District or of its rules and regulations, or of a failure to timely pay applicable charges, rates or fees, the District shall notify the person or persons causing, allowing or committing such violation, in writing, specifying the violation and that upon the failure of such person or persons to cease or prevent further violation within the time specified in the notice and following a hearing, the District will disconnect service to the property in question.

- (b) Residential customers who are 65 years of age or older, or who are dependent adults as defined in section 15610.23 of the Welfare and Institutions Code, shall be notified that they may request that the District notify a designated third person when the customer's account is past due and subject to termination.

#### 10.7.1 Service Related Reasons for Discontinuance of Service.

Sewer service may be discontinued for any of the following reasons:

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

#### 10.7.2 Discontinuance of Residential Service for Nonpayment.

- (a) At least ten (10) days before any proposed discontinuance of residential sewer service for nonpayment of a delinquent account respecting such service, the District shall mail a notice, postage pre-paid, to the customer to whom the service is billed of the proposed-



discontinuance. Such notice shall be given not earlier than nineteen (19) days from the date of mailing the District's bill for such service and the ten (10) day period shall not commence until five (5) days after the mailing of the notice. In addition to the ten day notice provided for in the preceding sentence, the District shall make a reasonable attempt to contact an adult person residing at the premises of the customer by telephone or personal contact at least twenty-four (24) hours prior to any discontinuance of service, except that, whenever telephone or personal contact cannot be accomplished, the District shall give, by mail, in person, or by posting in a conspicuous location at the premises, a notice of discontinuation of service, at least forty-eight (48) hours prior to disconnection.

(b) The notice described in subdivision (a) shall include the following information:

- (i) The name and address of the customer whose account is delinquent;
- (ii) The amount of the delinquency;
- (iii) The date by which payment or arrangements for payment is required in order to avoid discontinuance;
- (iv) The procedure by which the customer may initiate a complaint or request an investigation concerning service or charges, unless the District's bill for service contains a description of that procedure;
- (v) The procedure by which the customer may request amortization of the unpaid charges;
- (vi) The procedure for the customer to obtain information on the availability of financial assistance, including private, local, state or federal sources, if applicable; and
- (vii) The telephone number and name of a representative of the District who can provide additional information or institute arrangements for payment.

### 10.7.3 Discontinuance of Residential Service to Customers on Master Meters.

Whenever the District furnishes residential service to a master meter or furnishes individually metered service to a multi-unit residential structure, where the owner or manager is listed by the District as the customer of record, the District shall make every good faith effort to inform the actual users of the service, by means of a notice, when the account is in arrears, that service will be discontinued within 10 days. Such notice shall also inform the actual users that they have the right to become District customers without being required to pay the amount due under the delinquent account. Nothing in this Section 10.7. shall require the District to make

service available to actual users unless each actual user agrees to the District's terms and conditions of service and meets the requirements of the District relative to sewer service. If one or more actual users are willing and able to assume responsibility for the entire account to the satisfaction of the District, or if there is a physical means, legally available to the District, of selectively terminating service to those actual users who have not met the requirements of the District, the District shall make service available to the actual users who have met those requirements.

#### 10.7.4 Discontinuance of Service Other than a Discontinuance of Residential Service for Nonpayment.

At least ten (10) days before discontinuing sewer service, other than the discontinuance of residential service for nonpayment of a delinquent account, which is provided for in Section 10.7.2, the District shall provide a written notice which shall specify the reason for the proposed discontinuance and inform the customer of the procedure for and the availability of the opportunity to discuss the reason for the proposed discontinuance with the District General Manager, or his or her designee, who is empowered to review disputes and rectify errors and settle controversies pertaining to such proposed discontinuance of service. The name and phone number of the District General Manager, or his or her designee, shall be included in any such notice of proposed discontinuance given to a customer.

#### 10.7.5 No Discontinuance of Service on Weekends, Holidays or After Hours.

No service shall be discontinued to any customer or user because of any delinquency in payment on any Saturday, Sunday, legal holiday or at any time during which the business offices of the District are not open to the public.

#### 10.8 Amortization of Delinquent Bill for Residential Service.

Every complaint or request for investigation by a residential customer that is made within five (5) days after receiving the disputed bill for sewer service, and every request by a residential customer that is made within thirteen (13) days after the mailing of the notice required by Section 10.7. I for an extension of the payment period of such a bill asserted to be beyond the means of the customer to pay in full during the normal period for payment shall be reviewed by the District General Manager, or his or her designee. The review shall include consideration of whether the customer shall be permitted to amortize the unpaid balance of the account over a reasonable period of time, not to exceed twelve (12) months. Any customer whose complaint or request for an investigation has resulted in an adverse determination by the District General Manager, or his or her designee, may appeal the determination to the Board of Directors.

- (a) Discontinuance of Service for Failure to Comply with Amortization Agreement. If an amortization agreement is authorized, no discontinuance of service shall be effected for any residential customer complying with such agreement, if the customer also keeps the account current as charges accrue in each subsequent billing period. If a residential customer fails to comply with an amortization agreement, the District shall not discontinue service without giving notice to the customer at least 48 hours prior to discontinuance of the conditions the customer is required to meet to avoid discontinuance, but the notice does not entitle the customer to further investigation by the District.

#### 10.9 Authority to Settle Controversies Relating to Discontinuance of Service.

The District General Manager, or his or her designee, is hereby authorized to investigate complaints and review disputes pertaining to any matters for which sewer service may be discontinued and to rectify errors and settle controversies pertaining to such matters and disputes concerning payment of drainage facilities maintenance fees. The District General Manager, or his or her designee, is also authorized, upon a proper showing by a residential customer, to grant permission to amortize the unpaid balance of a bill over a reasonable period of time, not to exceed twelve (12) months. At his or her discretion, the District General Manager may bring any such controversies and disputes to the Board of Directors for settlement by the Board.

#### 10.10 Procedure on Appeal to Board.

- (a) If a customer timely files an appeal of a decision of the General Manager on discontinuance of service, the Board shall set a hearing not sooner than 10 nor more than 40 days after receipt of such appeal. Upon setting of such hearing, the District shall forthwith give written notice of the time and place thereof to the customer by either first-class mail or personal delivery.
- (b) The appeal hearing shall be held before the Board. The customer or his representative shall be permitted to present witnesses, documents or other evidence to show good cause why service should not be discontinued. The Board also may examine District records, documents, witnesses or other evidence tending to show that service should be discontinued for one or more of the grounds stated in the notice of disconnection.

#### 10.11 Reconnection.

When sewer service has been disconnected as provided in this Code, the customer shall pay the unpaid account balance in full, plus a reconnect charge of seventy-five dollars (\$75.00), before any disconnected service will be reconnected.

#### 10.12 Unsafe Apparatus.

District services may be refused or discontinued to any premises where apparatus or appliances are in use which might endanger or disturb the service to other customers.

#### 10.13 Fraud or Abuse.

Service may be discontinued if necessary to protect the District against fraud or abuse.

#### 10.14 Collection of Delinquent Charges with Taxes.

(a) Pursuant to Government Code section 61115, subdivision (b), all delinquent charges, penalties and interest may be collected in the same manner as the general taxes for the District for the forthcoming fiscal year, as follows:

1. The District General Manager shall prepare a written report, which shall be filed with the District secretary. The report shall describe each parcel of real property and the amount of the delinquent charges and interest associated with each such parcel;
2. The District General Manager shall publish notice of the report's filing and of the time and place of hearing on the report, prior to the date set for the hearing. The notice shall be published at least once a week for two weeks. The District General Manager also shall mail written notice of the report's filing to each affected property owner. The notice shall state that the delinquencies, charges and interest will be collected on the County tax roll rather than through billing procedures;
3. At the time stated in the notice, the Board of Directors shall hear and consider all objections or protests, if any, to the report. Thereafter, the Board may adopt, revise, change, or modify the report and overrule any or all objections thereto. The Board's determination on each delinquency identified in the report shall be final; and
4. Following the Board's hearing, on or before August 10 of each year, the District Secretary shall file with the County Auditor a copy of the report, signed by the Secretary, stating the Board has adopted the report. The District General Manager shall request the County Auditor to include the amount of delinquencies, penalties and interest on the bills for taxes levied against the properties identified in the report. Once the transfer of delinquent amounts has been made to the County Auditor's office for collection, no payment shall be

accepted by the District on said delinquent amounts except as collected by the County Auditor's office.

- (b) A fee of \$50.00 for each assessment, charge or penalty that is referred for collection to the County Auditor which is revised or removed from such tax roll after submitted by the District shall be imposed on the owner of the property to which such revised or removed item relates.

10.15 Public Nuisance.

During any period of disconnection, habitation of such premises by human beings shall constitute a public nuisance, whereupon the District may cause proceedings to be brought for the abatement of the occupancy of said premises by human beings during the period of such disconnection. In such event, and as a condition of reconnection, there is to be paid to the District reasonable attorney's fees and costs of suit arising in said action.

10.16 Enforcement Remedies Cumulative.

Each of the enforcement remedies available to the District as specified in this Code shall be non-exclusive and may be asserted cumulatively and in addition to, or in lieu of, any other remedy available to the District under law.

**ORDINANCE NO. 03-2019**  
**AN ORDINANCE OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT**  
**ADOPTING THE SAN MIGUEL COMMUNITY SERVICE DISTRICT**  
**WASTEWATER CODE**

**WHEREAS**, Government Code sections 61060 and 61100 authorize the San Miguel Community Services District (“District”) to adopt and enforce rules and regulations for the administration, operation, and use and maintenance of the District’s wastewater treatment system; and

**WHEREAS**, the District seeks to establish a clear policy to address all activities related to the operation of the District’s wastewater system; and

**WHEREAS**, the District has drafted the San Miguel Community Services District Wastewater Code (“District Wastewater Code”) to address the District’s policies and procedures associated with: (1) the regulation of sewer use in the District; (2) the construction of public sewers; (3) the discharge of wastewater into the District’s wastewater treatment system; (4) the District’s ability to provide new developments sewer service through the will serve commitment process; (5) the fees and charges related to the District’s wastewater treatment system; and (6) provisions to enforce the District’s Wastewater Code.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT DOES ORDAIN AS FOLLOWS:**

**Section 1.      Purposes and Authority.**

The Board of Directors of the San Miguel Community Services District (“District”) hereby adopts the San Miguel Community Services District Wastewater Code, attached hereto as **Exhibit A**, to govern the operation of the District’s wastewater treatment system.

**Section 2.      Severability.**

If any provision of this Ordinance or application thereof to any person or circumstance is held 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 Board declares that it would have adopted this ordinance, and each and every section, subsection, sentence, clause, or phrase no declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**Section 3.      Posting.**

The District General Manager shall post a copy of this Ordinance in three public places in the District within ten (10) days after its adoption. Within fifteen (15) days after its passage, this ordinance or summary thereof shall be published at least once in a newspaper of general circulation published and circulated within the San Miguel Community Services District.

**Section 4. Effective Date.**

This Ordinance shall take effect thirty (30) days after its adoption.

This Ordinance was introduced at a regular meeting of the Board of Directors of the San Miguel Community Services District, held on the 25<sup>th</sup> day of July 2019, and given its first reading at said meeting. Said Ordinance was given a second reading and adopted at a meeting of the Board of Directors held on the 22<sup>nd</sup> day of August 2019, and after such reading, Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and said ordinance was thereupon adopted by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

\_\_\_\_\_  
John Green, President  
Board of Directors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rob Roberson, Interim General Manager

\_\_\_\_\_  
Douglas L. White, District General Counsel



## San Miguel Community Services District

### Board of Directors Staff Report

August 22, 2019

**AGENDA ITEM: XI-4**

**SUBJECT:** Continue discussion on assuming landscaping obligations as part of the lighting department as well as current and planned projects in the lighting department.

#### **RECOMMENDATION:**

Discuss and provide direction to staff regarding assuming landscaping as part of the lighting department.

#### **DISCUSSION:**

At the July 25<sup>th</sup>, 2019 meeting the Board discussed assuming landscaping responsibilities for the landscaping along Mission Street, at Father Reginal Park and the Gateway signs.

At that meeting the initial cost was estimated at \$50,000 to make repairs and for legal costs. Of that \$40,000 was designated for repairs to the existing water lines, this was in addition to the \$20,000 that the San Miguel Chamber of Commerce already had received from the SLO County Board of Supervisors toward the project.

The outcome of the July meeting was that the Board would like additional information on potential maintenance cost as well as what projects and costs the Lighting Department already had planned, those are listed below.

#### **Approved Lighting Revenue and Expense budgets**

FY 2019-20 approved Lighting Revenue Budget	\$113,842
FY 2019-20 approved Lighting Expense Budget	\$81,969
Balance	\$31,873

#### **Proposed budget for Landscaping**

Proposed Landscape expense budget		
Contractor maint. Mission St WEST	\$4,800	(\$400/month x 12)
Contractor maint. Gateway signs	\$1,000	(\$250/quarter x 4)
Contractor maint. Father Reginal Park	\$2,400	(\$200/month x 12)



Contractor maint. Mission St EAST	\$4,800	(\$400/month x 12)
Potential total annual cost for all maint	\$13,000	(total most likely could be reduced, based on actual scope at the time of contract)

### **Lighting projects**

#### **(IN PROCESS BUDGETED for FY 2019-20)**

Conversion of 24 street lights on Mission street to LED	\$24,000
Addition of 8 street lights on existing wood poles	\$0
Operating of additional and converted street lights	\$1,632 annually

#### **(FUTURE NOT BUDGETED)**

Installation of 10 street lights (on new wood poles/ overhead)	\$55,000
Installation of 5 street lights (on new steel poles/ underground)	\$65,000
Installation of lights on both ends of River Rd Bridge	\$40,000
Installation of 2 street lights at K St. park and ride	\$15,000
Caltrans encroachment permit estimate \$500 deposit (actual time would be billed)	
Caltrans annual encroachment permit \$160 annually	
Operating cost of ALL additional street lights	\$2,448 annually
Potential project cost assuming all lights are installed	\$175,000

Staff is currently working on a planting plan and irrigation plan for the three blocks.

The initial \$20,000 dollars that the Chamber received would be sufficient to cover the cost of materials for irrigation changes and the majority of the replacement plants. Labor could be provided by the District in three phases (each block) in order to break up the workload.

#### **FISCAL IMPACT:**

There is no cost to review this item aside from Staff and the Attorneys time.

#### **PREPARED BY:**

Kelly Dodds, Director of Utilities

**Attachments:** None



## San Miguel Community Services District

### Staff Report

**DATE:** August 22, 2019

**ITEM:** XI-5

**SUBJECT:** Discuss and Approve Resolution 2019-30 approving amendments to the Memorandum of Understanding (MOU) between San Miguel C.S.D and SDRMA

#### **STAFF RECOMMENDATION:**

By motion, adopt Resolution 2019-30 approving amendments to the Memorandum of Understanding (MOU) with the Special District Risk Management Authority (SDRMA).

#### **DISCUSSION:**

In May 2014, San Miguel passed Resolution 2014-11 to participate in the Special District Risk Management Authority's health benefits for Dental & Vision for San Miguel C.S.D employees.

A letter was received on August 1, 2019 informing the San Miguel C.S.D that the SDRMA Board of Directors had approved amendments to the Memorandum of Understanding (MOU) between San Miguel C.S.D and SDRMA.

The SDRMA Board of Directors approved amendments on June 26, 2019 to align the MOU with IRS guidelines, the Affordable Care Act and CSAC-EIA pool guidelines. (CSAC-EIA is the organization that provides the health Benefits program).

The MOU amendments must be executed by the governing board and returned by October 1<sup>st</sup>, 2019. If not received by November 1<sup>st</sup>, 2019 benefits will be terminated effective January 1, 2020.

#### **BACKGROUND:**

FY 2014/15 Dental & Vision cost \$2,726.09

FY 2015/16 Dental & Vision cost \$2,196.88

FY 2016/17 Dental & Vision cost \$1,678.40

FY 2017/18 Dental & Vision cost \$3,089.75

FY 2018/19 Dental & Vision cost \$1,413.90

**FINANCIAL IMPACT:** Attorney cost to review

#### **PREPARED BY:**

Tamara Parent, Accounts Manager/Board Clerk

August 1, 2019

Ms. Paola Freeman  
Bookkeeper  
San Miguel Community Services District  
Post Office Box 180  
San Miguel, California 93451

**Amended Memorandum of Understanding**

Dear Ms. Freeman,

At the June 26, 2019 SDRMA Board Meeting, the SDRMA Board of Directors approved amendments to the Memorandum of Understanding (MOU) between your agency and SDRMA. The amendments were made to align the MOU with IRS guidelines, the Affordable Care Act and the CSAC-EIA pool guidelines. CSAC-EIA is the organization that provides coverage for the Health Benefits program.

Your entity participates in SDRMA's Health Benefits program and has previously executed the Memorandum of Understanding (MOU) and Resolution when your entity joined SDRMA's Health Benefits program. Included in the MOU is the following section: AMENDMENT OF MEMORANDUM. This MEMORANDUM may be amended by the SDRMA Board of Directors and such amendments are subject to approval of ENTITY's designated representative, or alternate, who shall have authority to execute this MEMORANDUM. Any ENTITY who fails or refuses to execute an amendment to this MEMORANDUM shall be deemed to have withdrawn from the PROGRAM on the next annual renewal date.

To follow the above MOU guideline your governing body must execute the enclosed MOU and Resolution and return the original MOU and Resolution to SDRMA by **November 1, 2019**. If your entity does not return the MOU and Resolution to SDRMA by **November 1, 2019** your entity will be deemed as withdrawn and benefits will be terminated effective **January 1, 2020**.

If SDRMA has not received your entity's MOU and Resolution by October 1, 2019 we will send an email to your attention inquiring when the MOU and Resolution will be sent to SDRMA.

In the MOU under section 4 it refers to SDRMA Program Administrative Guidelines. The Administrative Guidelines can be found on the SDRMA MemberPlus Portal at [www.sdrma.org](http://www.sdrma.org). If you are already registered on the MemberPlus Portal you do not need to re-register. If you are not already registered on the MemberPlus Portal, please find enclosed instructions of how to register. Once you are registered and login, the Administrative Guidelines can be found under the following pathway: Document Library>Health Benefits>Administrative Guidelines.

Please contact us at 800.537.7790 or at [healthbenefits@sdrma.org](mailto:healthbenefits@sdrma.org) if you have any questions regarding the MOU and/or Resolution. Thank you for your continued participation in the Health Benefits Program!





1112 I Street, Suite 300  
Sacramento, California 95814-2865  
T 916.231.4141 or 800.537.7790 \* F 916.231.4111

Maximizing Protection. Minimizing Risk. \* [www.sdrma.org](http://www.sdrma.org)

Sincerely,  
Special District Risk Management Authority

Alana Little  
Health Benefits Manager

Enclosures: Memorandum of Understanding  
Resolution  
MemberPlus Registration instructions  
Return Address Envelope

**RESOLUTION NO. 2019-30**

**A RESOLUTION OF THE OF THE (GOVERNING BODY) OF SAN MIGUEL  
COMMUNITY SERVICES DISTRICT APPROVING THE FORM OF AND  
AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING  
AND AUTHORIZING PARTICIPATION IN THE SPECIAL DISTRICT RISK  
MANAGEMENT AUTHORITY'S HEALTH BENEFITS PROGRAM**

**WHEREAS, SAN MIGUEL COMMUNITY SERVICES DISTRICT**, a public agency duly organized and existing under and by virtue of the laws of the State of California (the "ENTITY"), has determined that it is in the best interest and to the advantage of the ENTITY to participate in the Health Benefits Program offered by Special District Risk Management Authority (the "Authority"); and

**WHEREAS**, the Authority was formed in 1986 in accordance with the provisions of California Government Code 6500 *et seq.*, for the purpose of providing risk financing, risk management programs and other coverage protection programs; and

**WHEREAS**, participation in Authority programs requires the ENTITY to execute and enter into a Memorandum of Understanding which states the purpose and participation requirements for the Health Benefits Program; and

**WHEREAS**, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the ENTITY is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE ENTITY AS FOLLOWS:**

Section 1. Findings. The ENTITY's Governing Body hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the ENTITY.

Section 2. Memorandum of Understanding. The Memorandum of Understanding, to be executed and entered into by and between the ENTITY and the Authority, in the form presented at this meeting and on file with the ENTITY's Secretary, is hereby approved. The ENTITY's Governing Body and/or Authorized Officers ("The Authorized Officers") are hereby authorized and directed, for and in the name and on behalf of the ENTITY, to execute and deliver to the Authority the Memorandum of Understanding.

Section 3. Program Participation. The ENTITY's Governing Body approves participating in the Special District Risk Management Authority's Health Benefits Program.

Section 4. Other Actions. The Authorized Officers of the ENTITY are each hereby authorized and directed to execute and deliver any and all documents which are necessary in order to consummate the transactions authorized hereby and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 22day of August 2019 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
John Green, SMCSB Board President

\_\_\_\_\_  
Tamara Parent, Board Clerk

\_\_\_\_\_  
Rob Roberson, Interim General Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Douglas L. White, District General Counsel



## San Miguel Community Services District

### Board of Directors Staff Report

August 22<sup>nd</sup>, 2019

**AGENDA ITEM: XI-6**

**SUBJECT:** Discuss Administrative Office space, Fire Station and Wastewater Treatment Facility

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**RECOMMENDATION:** Discuss presentation and provide comments to staff

---

#### ADDITION OF OFFICE SPACE AT WWTF BUILDING

On April 25<sup>th</sup>, 2019 the Board reviewed preliminary information on addressing the District office space needs by relocating the administrative offices to the Wastewater Treatment Plant. As well as remodeling the fire station to meet the current and planned needs of the fire department.

Over the last two and a half years staff has been working on options to address the need for office space as well as the potential needs for other space for utility functions and fire functions.

Although several options were presented at the April Board meeting, the leading option is to incorporate the needed administrative offices into the new building at the wastewater treatment facility as part of the WWTF expansion. All the utilities and infrastructure will already have been incorporated in the development of the WWTF expansion so minimal expense will be incurred by the infrastructure to the building to accommodate the additional offices.

Though this removes the District offices from the downtown area, it is the most economical. As part of the WWTF expansion, an operations building with being required and the additional offices will add a minimal cost overall compared to building a standalone building downtown, in addition to the building needed at the WWTF.

This will also take all the administrative offices out of the Fire Station and allow the Fire Department to utilize the space more efficiently and be able to meet their needs without building a new building or addition.

On June 4<sup>th</sup> staff met with the County of SLO to determine what the County would require for the District to move the administrative offices to the WWTF. Justifiably the County's main concern was traffic, the County had reviewed the roads to the WWTF main gate and found that it would be sufficient for the District to have its offices there. The District didn't have an accurate number of customers who visited the office for water or wastewater related issues or payments, we offered to do a traffic study of which our current results are attached.

On average there are;

- 8 people per day visiting the office to pay a bill or receive other water/ wastewater related assistance. (max 25/ min 1)
- 3.4 payments are received through the dropbox after hours each day. (max 8/ min 0)
- 3.92 payments per day by CASH for FY 2018-19 (977 payments over 249 open days)
- 5.3 community members attend board meeting (max 8/ min 0)

The other concern of the County's was to revise the easement agreement with the Mission Meadows HOA regarding the access to the WWTF through the existing paved access. The County would like it to be updated to reflect access by the public, as opposed to just a utility easement. We are currently working on getting the easement updated and recorded.

In order to reduce the number of people/ cars going to the WWTF to make payments, we will maintain the night drop box at the fire station and are also in the process of setting up ACH payments to allow customers to pay through their banks. The combination of these two things should reduce the need for people to physically visit the WWTF to make regular payments. ACH is something that customers have been asking for a long time and will reduce the overall number of payments processed by staff at the office. These ACH payments will be deposited directly and reflect on the customer's account.

#### **Estimated cost related to administrative offices:**

**(in addition to what we would already be building)**

- |                               |                         |
|-------------------------------|-------------------------|
| • Additional Building cost    | \$250,000               |
| • Parking lot increase        | \$50,000                |
| <b><u>Estimated total</u></b> | <b><u>\$300,000</u></b> |

#### NEW OFFICE BUILDING NEXT TO FIRE STATION

Over two years ago, Staff developed a concept plan to address the need for office space and a larger meeting room by the fire station. This concept was based on the new building having first-floor admin offices and meeting room, with second-floor storage and living space for the duty fire personnel. The concept shown shows the new building and the fire station virtually connected. They will likely have to be separated by a greater distance than what is on the plan in order to prevent having to use a higher construction standard, increasing the construction costs of the building.

This plan removes the administrative offices from the fire station and places them on the first floor of the concept plan. This concept encompasses nearly the entire property to the north of the fire station. Because of this, parking is limited to street parking and a few spaces at the back of the building.

As part of this concept the District would be responsible for Mission Street improvements; including Sewer line extension, storm drain installation, street widening, sidewalks. The District would also need to make improvements in the "alleyway"; including gas lines, power, communication, water lines, storm drain, paving and curbs from 11<sup>th</sup> street to the District property line.



Due to the location and the purpose of the building, normal permitting will be required, and the building will need to comply with the San Miguel Community Design Plan.

Though this plan maintained the offices in the center of town, it is also the most expensive.

**Estimated cost related to administrative offices:**

• Building cost	\$1,000,000
• Mission Street improvements	\$50,000
• “Alley” improvements	\$150,000
<b><u>Estimated total</u></b>	<b><u>\$1,200,000</u></b>

REMODEL OF EXISTING FIRE STATION

Once the District offices are moved from the fire station, and the actual spaces are available then remodel plans can be made for the department needs at that time. There are no definite plans to discuss at this time because the actual available space is not clearly defined.

PREPARED BY:

*Kelly Dodds*

Director of Utilities

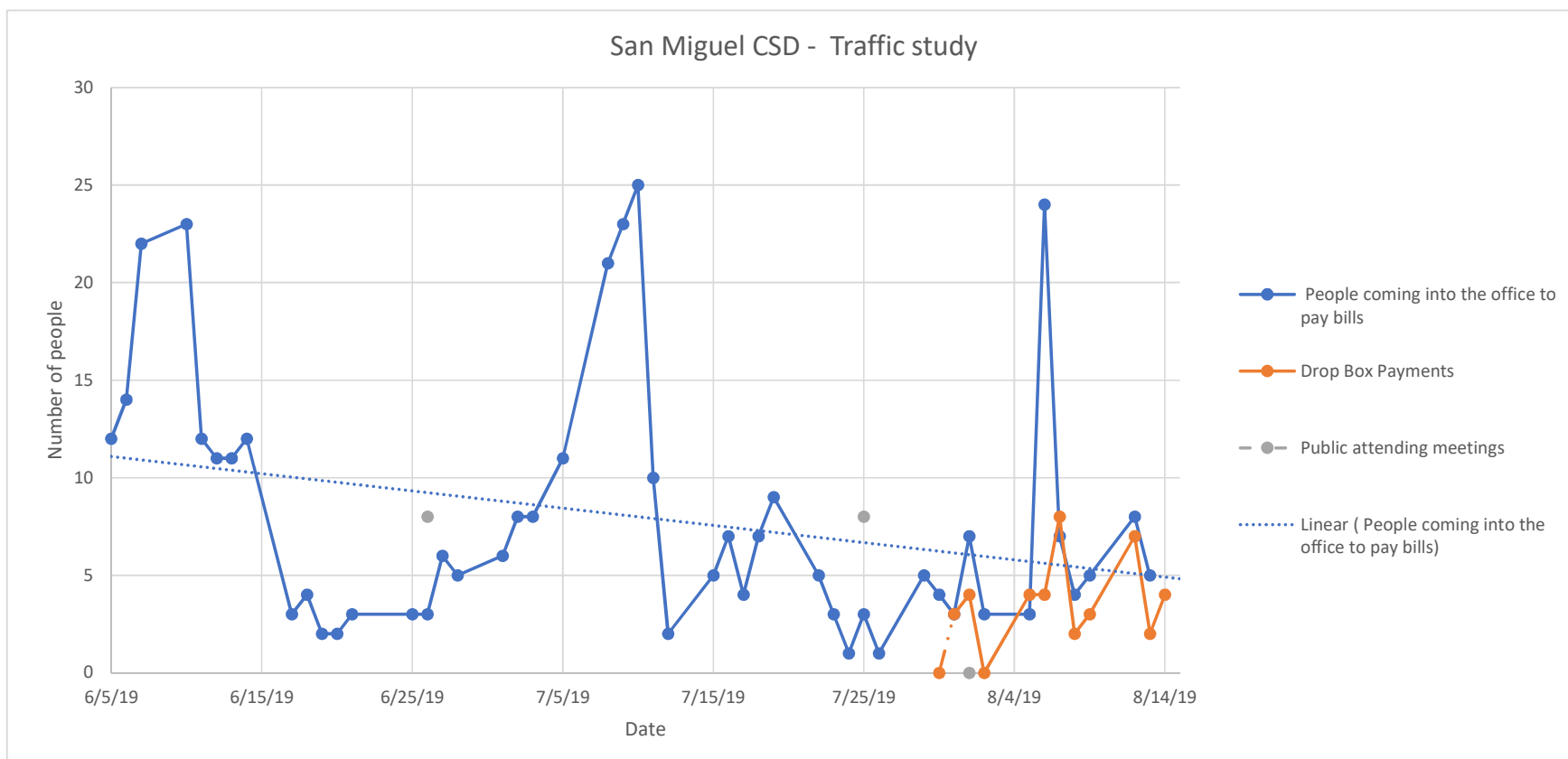
*Rob Roberson*

General Manager/ Fire Chief

Attachment:

In-office service chart

Large format plans will be presented during the meeting and can be viewed at the District office.





## San Miguel Community Services District

### Board of Directors Staff Report

August 22<sup>nd</sup>, 2019

**AGENDA ITEM: XI-7**

**SUBJECT:** Continued Discussion on the status of the Machado Wastewater Treatment Facility expansion and the aerator upgrade project.

---

**RECOMMENDATION:** Discuss status of the Machado Wastewater Treatment Facility expansion and the aerator upgrade project.

---

#### **CURRENT STATUS:**

##### *WWTF*

The existing plant upgrade was completed in 2001, at that time it was upgraded to a maximum capacity of 200,000 gallons per day.

**COMPLIANCE** – Based on the 1st quarter 2019 testing the plant is in compliance for single sample but is out of compliance for the 6-sample average in regard to TDS, Sodium and Chloride

**FLOW** – In *June* the plant averaged 147,631 gallons per day (74% of hydraulic design capacity) with a max day of 166,740 gallons (83% of hydraulic design capacity)

On 6/18/18 the District received a letter from SWRCB outlining the status of the plant and setting a timeline of approximately 2.9 years before the plant reaches capacity. This is the window to complete the expansion to prevent potential overflows and potential violations.

Monsoon Consultants is currently working on design requirements and options to meet current/future and proposed regulatory requirements.

- The initial DRAFT of the WWTP Expansion engineering report, which includes a discussion of several design alternatives, was delivered to staff for review and comment on August 20<sup>th</sup>.
- Input from Staff was provided to Monsoon Consulting, and the list of potential expansion design alternatives were “short listed” and these will be taken to the next level of design.
- The DE made a presentation to the Board at the regular November 2018 Board Meeting in which he summarized the results of the engineering study and identified the “short list” of treatment plant expansion / upgrade alternatives.

- On December 11<sup>th</sup> and 12<sup>th</sup>, Kelly Dodds and Swarnjit Boyal, project engineer from Monsoon Consultants, visited three (3) existing wastewater treatment plants (WWTP) to meet with operations staff and tour the facilities on two possible upgrade options for the San Miguel Waste Water Treatment Plant Upgrade. These systems included one Sequencing Batch Reactor (SBR) and two Membrane Bio-Reactor (MBR) systems.
  - Arroyo Grande, Cypress Ridge WWTP Facility – SBR
  - Auburn, Lake of the Pines WWTP Facility – MBR
  - Modesto, Modesto WWTP Facility – MBR
- The DE delivered the Final engineering report to the Board at the regular January 2019 Board Meeting and the Board subsequently approved the report. Costs associated with the preparation of the engineering report are reimbursable from an IRWM Prop 1 DAC Involvement Grant that the District was awarded in early 2018. The amount of the available grant funds is \$177,750.
- The District submitted the Final Engineering Report to the RWQCB for their review and comment. They reviewed the report and the DE and Director of Utilities met with RWQCB staff on February 28th to discuss future project phases, requirements, funding, permitting and schedules.
- The District has submitted the Final Engineering Report to PG&E for their review in advance of a meeting to discuss future WWTP electrical service requirements and the potential for technical / financial assistance for the WWTP expansion / renovation.
- The District also applied for a service change to PG&E to begin the process of determining the extent of improvements needed to service the new power requirements.
- The District applied to SoCal Gas for service and is in the process of determining costs to bring gas to the plant.

### *AERATOR PROJECT*

5/17/18 WSC has issued the Final Technical Memorandum outlining some of the options for the replacement of the existing surface aerators with bubbler aeration in the ponds. Part of the recommendation is to install a headworks to prevent fouling the diffusers.

The Energy Watch and PG&E are working on preliminary paperwork for On Bill Financing for this project once it is ready.

The aeration project is being modified as part of the overall expansion of the WWTF. It is possible that the original project will be scrapped in favor of other assistance available from PG&E.

### *FUNDS EXPENDED*

Total Costs incurred to date

- Property acquisition - \$240,140 (Paid with Capital Funds not covered under any grant FY2016-17)
- Engineering - \$117,740 (Reimbursable through the IRWM Grant)

*GRANT FUNDING*

## Awarded

- Integrated Regional Water Management (IRWM) Prop 1 DAC -- \$177,750 for Wastewater plant upgrade analysis, basin recharge study.  
The agreement for this grant was received in February 2019 and has been processed and returned, invoices have been submitted to IRWM and the District should receive reimbursement for the initial requests after July.

## Applied for/ to

- State Revolving Fund (SRF) -- \$250,000 for construction design and engineering – DFA has confirmed that the application is complete, and the District is waiting on final approval before proceeding on this phase.
- Started discussion with SLO County on potential for CDBG funds to help pay for construction. Application period is open in September.

**NEXT STEPS:***WWTF*

Now that the FINAL engineering report is completed and has been approved by the Board, the DE has begun working on a proposed a schedule/ timeline which will be presented to the Board for the preparation of construction documentation, environmental / regulatory compliance measures, and permitting. At that time, the DE will provide cost estimates associated with that schedule.

One of the first things that will be needed will be a headworks and larger lift station. Once a capacity is determined that will be brought to the board for approval.

Based on discussions with the DE, we anticipate that in February 2019, the DE will initiate the preparation of the work plan for the CEQA “Initial Study” and begin the final design phase for the recommended WWTP upgrade and expansion design alternative. We have scheduled approximately 9 months to complete the final design and the preparation of the Construction / Bidding Documents. Pending receipt of notification of a grant award for the SRF funds, we plan to prepare and issue an RFP for Environmental Studies as required for CEQA/ NEPA Compliance for the recommended WWTP upgrade and expansion design alternative. The timing of the environmental compliance & permitting work will coincide with the completion of the final design phase. Under our currently planned schedule, the District should plan on initiating the process of obtaining financing for the WWTP upgrade and expansion project during the second quarter of 2019, with the goal of having financing in place to advertise and award a construction project in the 4<sup>th</sup> Quarter 2019.

Depending on the revised release date of funds for construction documentation from the DFA it is likely that, in order to meet our deadline, the District may need to pay out of pocket for some of the construction design work.

*AERATOR PROJECT*

Once design criteria are determined for the WWTF and it is determined that the aeration upgrade will be maintained with the plant expansion then staff will bring additional items to the board to facilitate the approval and construction of the aeration upgrade.

---

**COUNT DOWN CLOCK**

Notice issued – June 2018    Deadline given – March 2021 (2.9 years)

Time remaining—1 year 07 months (19 months)

---

**FISCAL IMPACT**

No impact resulting from this information.

**RECOMMENDATION**

This item is for information and discussion only.

**Due to the limited time frame this item will be updated monthly and the Board will likely have additional items for approval in conjunction with this report.**

PREPARED BY:

*Kelly Dodds*

Kelly Dodds, Director of Utilities

*Blaine Reely*

Blaine Reely, Monsoon Consulting



## San Miguel Community Services District

### Board of Directors Staff Report

August 22, 2019

**AGENDA ITEM: XI-8**

**SUBJECT:** Review and approve a Memorandum of Agreement (MOA) between the San Miguel Community Service District and Wilson Creek Communication (WCC) for use of District property to install a repeater for wireless internet.

---

**RECOMMENDATION:**

Review and approve the MOA between San Miguel CSD and Wilson Creek Communication

---

**DISCUSSION:**

Several months ago, the District was approached by Wilson Creek Communication (WCC) inquiring whether they may be able to install a wireless internet repeater at the San Miguel Reservoir site. This repeater would enable WCC to provide free internet to the Rios Caledonia in order to run a credit card machine.

During board comment it was requested that we investigate the viability of using this same service to provide internet to District sites as well.

After discussion with WCC they were willing to provide service to six District sites in exchange for being allowed to use the repeater for other paying customers.

Based on discussions with out IT contractor it was determined that the primary use of the network provided by WCC would be used for security cameras but also as a backup to the other District connections.

The attached MOA has been developed with the Attorneys' and is acceptable to WCC.

If the board approves the MOA then WCC will install the repeater equipment at the Tank site and provide service to the District sites, at their expense. The District will provide power to the repeater and will provide routers and cameras at the serviced facilities.

**FISCAL IMPACT:**

There is no cost to review this item aside from Staff and the Attorneys time.

**PREPARED BY:** Kelly Dodds, Director of Utilities

**Attachments:** None

**MEMORANDUM OF AGREEMENT BETWEEN THE  
SAN MIGUEL COMMUNITY SERVICES DISTRICT  
AND  
WILSON CREEK COMMUNICATIONS**

**THIS MEMORANDUM OF AGREEMENT** ("Agreement") is entered into by and between San Miguel Community Services District, a California special district ("District"), and Wilson Creek Communications, LLC, a California limited liability company ("Contractor"). The District and Contractor may individually be referred to herein as "Party" or collectively as "Parties." There are no other parties to this agreement.

**RECITALS**

A. The District owns certain real property known as the San Miguel Reservoir Tank site, located at 858 10<sup>th</sup> Street, San Miguel, California, ("Property") as depicted on the map attached hereto and incorporated by this reference as **Exhibit A**; and

B. Contractor provides wireless internet services within the San Miguel area; and

C. Contractor desires to occupy a portion of the Property, to install, maintain and operate wireless internet service equipment (the "System"); and

D. The Parties seek to enter into this Agreement to define the terms and conditions of the Company's use of the Property for the installation, maintenance and use of its wireless internet service equipment.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, agreements and conditions herein set forth, the Parties agrees as follows:

**Section 1. Recitals.** The recitals set forth above ("Recitals") are incorporated herein by reference and made part of this Agreement. In the event of any inconsistencies between the Recitals and Sections 1 through 33 of this Agreement, Section 1 through 33 will prevail.

**Section 2. Effective Date.** This Agreement shall become effective once executed by both the District and the Contractor ("Effective Date").

**Section 3. Grant of License.** District hereby grants to Contractor a license to use a portion of the Property for the purpose of installing, operating and maintaining its System. The licensed portion of the Property is the area actually occupied by Contractor's equipment and associated facilities. Such area shall be for the Contractor's exclusive use, subject to the terms and conditions of this Agreement. Contractor shall not use the Property for any purpose other than to install, inspect, replace, maintain, repair, remove and operate the System.

**Section 4. Term.** The term of this Agreement shall be for a period commencing [DATE]



until terminated by either Party in accordance with Section 14 of this Agreement (“Term”).

**Section 5. Compensation.** The District will not charge Contractor a fee to install the System at the Property. In exchange for the District allowing Contractor to install the System at the Property, the Contractor will install all necessary equipment for the District to use 25mbps down and 5mbps up private connection internet service and provide 25mbps down and 5mbps up private internet service free of charge for the Term of this Agreement at the following locations within the District (“Other District Locations”): :

- 1150 Mission Street—San Miguel Fire Station;
- 1765 Bonita Pl—Machado Wastewater Facility;
- 610 12<sup>th</sup> Street—Well 3;
- 1583 Bonita Pl—Well 4;
- 8687 Martinez Dr—San Lawrence Terrace Well; and
- 256 13<sup>th</sup> Street—San Miguel Community Center.

**Section 6. Contractor’s Obligations.** Contractor shall provide and install, at its own cost all equipment necessary at the Property and Other District Locations to provide a 25mb/5mb network connection. Contractor shall provide all equipment necessary to receive service at the Property and Other District Locations.

**Section 7. District’s Obligations.** The District will provide its own equipment such as routers, cameras, etc. to utilize the provided service at the Property. District will allow Contractor to install their mast and dishes at the Property and install cabling to the existing radio shack at the Property. The District will provide 120-volt power to Contractor at no charge to power the necessary equipment at the Property.

**Section 8. Tenant Improvements.** Contractor shall make no alterations to the Property without District’s prior written consent. All equipment, materials, costs for materials, and services necessary to provide the 25mb/5mb private internet service for the Other District Locations and the Contractor’s System at the Property shall be paid directly by the Contractor.

**Section 9. Use of Property.** The Property shall be used for business of the Contractor to operate the System and provide paid internet services to the community, free internet service to the Property and Other District Locations, and for no other purpose.

**Section 10. Utilities.** District agrees to pay electric utility service charges used by the Contractor during its occupation at the Property.

**Section 11. Repairs and Maintenance.** Contractor is solely responsible for maintenance and repairs of its Contractor-installed equipment at the Property and the Other District Locations. Upon termination of this Agreement, Contractor shall restore the Property and the Other District Locations to its original condition, to the satisfaction of the District.

**Section 12. Destruction of Property.** In the event of a partial destruction of the Property during the Term of this Agreement, for any reason, Contractor shall have the option to terminate this Agreement as provided in Section 14.

**Section 13. Access.** District shall use its best efforts to provide Contractor with access to the Property on a twenty-four hour a day, seven days a week basis.

**Section 14. Termination.** Either Party may terminate this Agreement by providing notice to the other Party in writing at least one (1) year prior to the effective date of termination. The District shall also have the right to terminate the Agreement (i) if the District is mandated by law, a court order or decision, or federal or state government to take certain actions that will cause or require the removal of the System; or (ii) if Contractor's licenses to operate the System or provide service are terminated, revoked, expired, or otherwise abandoned.

**Section 15. Insurance.** During the Term, Contractor shall procure and maintain in full force and effect insurance policies as set forth herein and will provide District with a certificate of insurance as written proof of said insurance. Contractor shall maintain coverage as follows:

**15.1 General Liability.** Contractor shall carry commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit for each occurrence, covering bodily injury or death and property damages, with Two Million Dollars (\$2,000,000.00) in general aggregate limits. Such insurance shall include contractual liability insurance and environmental insurance.

**15.2 Worker's Compensation Insurance and Employer's Liability.** Contractor shall carry worker's compensation insurance as required by the State of California under the Labor Code and employer's liability insurance with a limit of One Million Dollars (\$1,000,000.00) for each occurrence covering accident or disease.

**15.3 Automobile Liability Insurance.** Contractor shall carry business automobile liability insurance with coverage of no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence, covering bodily injury or death and property damage. The insurance shall apply to any owned, non-owned, franchised, or hired automobiles used in the performance of this Agreement.

**15.4 Documentation.** The following documentation shall be submitted to the District:

**15.4.1** Properly executed Certificates of Insurance, which clearly evidence all coverages, limits, and blanket additional insured endorsements required above ("Certificates"). Said Certificates shall be submitted upon the execution of this Agreement.

**15.4.2** Coverages shall contain no special limitations on the scope of protection afforded to the District and shall contain standard separation of insured provisions.

**15.5 Policy Obligations.** Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

**15.6 Material Breach.** If Contractor, for any reason, fails to obtain or maintain insurance coverage as required by this Agreement or fails to furnish the Certificates, such failure shall be deemed a material breach of this Agreement. The District, at its sole discretion, may terminate this Agreement and obtain damages from Contractor resulting from such breach. This remedy shall be in addition to any other remedies available for the District.

## **Section 16. Indemnity and Liability.**

**16.1 Indemnification.** Each Party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other for, from, and against (a) any violation of law, ordinance, rule, regulation or permit condition by the Indemnifying Party, its employees, agents or contractors arising from or related to the Indemnifying Party's activities on or use of the Property; (b) physical damage to property; and (c) physical injuries or death to any person to the extent caused by the Indemnifying Party's negligence or willful misconduct in connection with its activities on the Property, except to the extent such violations, damages, injuries or death are caused or contributed to by the grossly negligent acts or omissions or willful misconduct of the other Party or its tenants, employees, agents, or contractors. District authorizes Contractor, at Contractor's sole expense, to take reasonable safety and security measures in connection with its exercise of this Agreement as Contractor may deem necessary or appropriate without unduly burdening Contractor's use of the Property.

**16.2 Waiver of Claims.** Contractor waives any and all claims, demands, causes of action, and rights it may assert against the District on account of any loss, damage or injury to its System or any loss or degradation of the services as a result of an event or occurrence which is beyond the reasonable control of the District.

**16.3 Limitation of the District's Liability.** Except as provided for in this Section, the District shall be liable only for the cost of repair to damaged System arising from the gross negligence or willful misconduct of the District, its council or board members, officers, elected trustees, employees, agents, or contractors.

**Section 17. Notices.** Any notice or communication required hereunder between Contractor and District must be in writing and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or

certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent; or (ii) five (5) calendar days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar overnight courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) calendar days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

To District: Kelly Dodds  
 Director of Utilities  
 San Miguel Community Services District  
 1150 Mission Street  
 San Miguel, CA 93451

Copies to: Churchwell White LLP  
 1414 K Street, 3<sup>rd</sup> Floor  
 Sacramento, CA 95814  
 Attn: Douglas L. White

To Contractor: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Section 18. Attorney's Fees and Costs.** If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

**Section 19. Entire Agreement.** This Agreement contains the entire understanding between the Parties. All previous proposals, offers, and other communications relative to this Agreement, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Agreement.

**Section 20. Waiver.** No waiver of or exception to any of the terms, conditions, and provisions of this Agreement shall be considered valid unless specifically agreed to in writing by both Parties, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

**Section 21. Severability.** If this Agreement in its entirety is determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

**Section 22. Governing Law.** This Agreement shall be governed according to the laws of the state of California.

**Section 23. No Discrimination.** Contractor shall not discriminate in the provision of its services using the Property on the basis of race, creed, color, national origin, sex, age handicap, marital status, or real or perceived sexual orientation.

**Section 24. Authority.** The Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, counties or cities represented, or purported to be represented, by such entities, persons, states, counties or cities and that all former requirements necessary or required by state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

**Section 25. Modification.** This Agreement may be modified only through a written amendment signed by both Parties.

**Section 26. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed one agreement.

**Section 27. Conflict of Interest.** The Parties represent that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement. The District further promises that in the performance of this Agreement, no person having such conflict of interest will be knowingly employed.

**Section 28. Headings.** The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

**Section 29. Necessary Acts and Further Assurances.** The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

**Section 30. Counterparts.** This Agreement may be executed in counterparts and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

**Section 31. Venue.** Venue for all legal proceedings shall be in the Superior Court in and for the County of San Luis Obispo in the State of California.

**Section 32. Time is of the Essence.** Time is of the essence of this Agreement.

**Section 33. No Partnership.** Nothing contained in this Agreement may be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the Parties to this Agreement.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, this Agreement has been entered into by and between DISTRICT and CONTRACTOR as of the date of the Agreement set forth above.

**DISTRICT:**  
San Miguel Community Services District, a  
California community services District

**CONTRACTOR:**  
By: \_\_\_\_\_  
[NAME], [TITLE]

By: \_\_\_\_\_  
John Green, Board President

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Tamara Parent, Board Clerk

Date Signed: \_\_\_\_\_

Approved as to Form and Content:

By: \_\_\_\_\_  
Douglas L. White, District General Counsel