



**SPMUD BOARD OF DIRECTORS  
SPECIAL MEETING: 2:30 PM  
November 7, 2024**

SPMUD Boardroom  
5807 Springview Drive, Rocklin, CA 95677

Zoom Meeting: 1 (669) 900-9128  
Meeting ID: 882 7964 9201

The District's regular Board meeting is held on the first Thursday of every month. This notice and agenda are posted on the District's website ([www.spmud.ca.gov](http://www.spmud.ca.gov)) and the District's outdoor bulletin board at 5807 Springview Drive Rocklin, CA. Meeting facilities are accessible to persons with disabilities. Requests for other considerations should be made at (916) 786-8555.

The November 7, 2024 Special Meeting of the SPMUD Board of Directors will be held in the District Board Room at 5807 Springview Drive in Rocklin, CA 95677 with the option for the public to join via teleconference using Zoom Meeting 1 (669) 900-9128, <https://us02web.zoom.us/j/88279649201>. Public comments can be made in person at the time of the meeting or emailed to [board\\_secretary@spmud.ca.gov](mailto:board_secretary@spmud.ca.gov) from the time the agenda is posted until the matter is heard at the meeting. Comments should be kept to 250 words or less.

**AGENDA**

**I. CALL MEETING TO ORDER**

**II. ROLL CALL OF DIRECTORS**

Director Gerald Mitchell	Ward 1
Director William Dickinson	Ward 2
Vice President Christy Jewell	Ward 3
President James Durfee	Ward 4
Director James Williams	Ward 5

**III. PLEDGE OF ALLEGIANCE**

**IV. PUBLIC COMMENTS**

Items not on the Agenda may be presented to the Board at this time; however, the Board can take no action. Public comments can be made in person at the time of the meeting or emailed to [ecostan@spmud.ca.gov](mailto:ecostan@spmud.ca.gov) from the time the agenda is posted until the matter is heard at the meeting. Comments should be kept to 250 words or less.

**V. CONSENT ITEMS**

[pg 5 to 64]

Consent items should be considered together as one motion. Any item(s) requested to be removed will be considered after the motion to approve the Consent Items.

ACTION: (Roll Call Vote)

***Motion to approve the consent items for the November 7, 2024 Special Meeting.***

1. MINUTES from the October 2, 2024, Special Meeting. [pg 5]
2. MINUTES from the October 3, 2024, Regular Meeting. [pg 6 to 10]
3. ACCOUNTS PAYABLE in the amount of \$885,664 through October 29, 2024. [pg 11 to 16]
4. BILL OF SALE Acceptance of the Bill of Sale for the Maverik Rocklin Sewer Improvements with an estimated value of \$249,172. [pg 17 to 19]
5. QUARTERLY INVESTMENT REPORT in the total amount of \$82,013,020 through September 30, 2024. [pg 20 to 22]
6. ANNUAL INVESTMENT REPORT for the fiscal year ended June 30, 2024. [pg 23 to 26]
7. RESOLUTION 24-29 PROFESSIONAL SERVICES AGREEMENT WITH WATERWORKS ENGINEERS TO UPDATE THE DISTRICT'S WASTEWATER COLLECTION SYSTEM HYDRAULIC MODEL AND COMPLETE THE 2025 SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN (SECAP) [pg 27 to 43]
8. RESOLUTION 24-30 AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT WITH CPS HR CONSULTING FOR HUMAN RESOURCES (HR) SERVICES [pg 44 to 64]

## VI. BOARD BUSINESS

Board action may occur on any identified agenda item. Any member of the public may directly address the Board on any identified agenda item of interest, either before or during the Board's consideration of that item.

1. **PUBLIC HEARING: INTRODUCTION OF ORDINANCE 24-01 AN ORDINANCE REVISING THE DISTRICT SEWER CODE** [pg 65 to 237]

The District is proposing changes to the District Sewer Code to standardize the language and definitions, apply more consistent formatting and organization, and add language regarding easement requirements.

Action Requested: (Roll Call Vote)

**Staff recommends that the Board of Directors:**

1. Waive the full reading of the proposed Ordinance #24-01.
2. Introduce Ordinance No. 24-01 –An Ordinance revising the District Sewer Code.
3. Conduct a Public Hearing and consider all testimony regarding said revisions.
4. Close the Public Hearing and schedule the 2nd reading and adoption for the next regularly scheduled meeting of the Board of Directors on December 5, 2024.

2. **RESOLUTION 24-31 REVISING BOARD POLICIES #3130 DISTRICT RESERVE POLICY, #3160 BILLING RECONCILIATION AND PAYMENT POLICY, #3350 DEFERRED CAPACITY CHARGES, AND #4041 DELEGATION TO THE GENERAL MANAGER** [pg 238 to 254]

Staff will present revisions to standardize the language used in the District Reserve Policy, Billing Reconciliation and Payment Policy, and Deferred Capacity Charges Policy. Staff will also present a proposed revision to the Delegation to the General Manager Policy to allow the General Manager to author, prepare, and sign letters of opposition or support.

Action Requested: (Roll Call Vote)

**Staff recommends that the Board of Directors adopt Resolution 24-31 Revising Board Policies #3130, #3160, #3350, and #4041.**

3. **RESOLUTION 24-32 AWARDING THE CONSTRUCTION CONTRACT FOR THE SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEMS IMPROVEMENTS PROJECT TO TELSTAR INSTRUMENTS** [pg 255 to 273]

The District will present the agreement to award the Contract for the SCADA Systems Improvements Project to Telstar Instruments.

Action Requested: (Roll Call Vote)

**Staff recommends the Board of Directors:**

1. **Find that, pursuant to Section 15300.4 of the California Environmental Quality Act (CEQA) Guidelines, the SCADA System Improvements Project is categorically exempt; and**
2. **Adopt Resolution 24-32 authorizing the General Manager to:**
  - a. **Award the attached construction contract to Telstar Instruments to construct and integrate the SCADA System Improvements in the amount of \$2,738,000.**
  - b. **Execute any change order for an amount up to and including \$50,000, consistent with the existing District Purchasing Policy (3150), and**
  - c. **Execute change orders up to a cumulative amount not to exceed 10% of the awarded construction contract amount (i.e., \$273,800).**

4. **RESOLUTION 24-33 SETTING AN APPEALS FEE** [pg 274 to 276]

The District will present information on appeals fees adopted by other agencies and the recommendation to adopt a nominal appeals fee to defray the costs incurred for the administration of appeals.

Action Requested: (Roll Call Vote)

**Staff recommends that the Board of Directors adopt Resolution 24-33 establishing an Appeals Fee in accordance with Chapter 1.15.020 of the Sewer Code.**

**5. EMERGENCY MESSAGING APPLICATION DEMONSTRATION**

Staff will provide a demonstration of the new Emergency Messaging Software used internally to share information and alerts with employees.

No Action Requested: Informational Item

**VII. REPORTS**

[pg 277 to 292]

The purpose of these reports is to provide information on projects, programs, staff actions, and committee meetings that are of general interest to the Board and the public. No decisions are to be made on these issues.

1. Legal Counsel (A. Brown)
2. General Manager (H. Niederberger)
  - 1) ASD, FSD & TSD Reports
  - 2) Informational items
3. Director's Comments: Directors may make brief announcements or brief reports on their activities. They may ask questions for clarification, make a referral to staff, or take action to have staff place a matter of business on a future agenda.

**VIII. CLOSED SESSION**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Name of case: Brian Taylor vs. The County of Placer, et al.

United States District Court, Eastern District of California Case No. 2:23-cv-2870-KJM DB  
PS

**IX. CLOSED SESSION READOUT**

**X. ADJOURNMENT**

If there is no other Board business the President will adjourn the meeting to the next regular meeting to be held on **November 7, 2024, at 4:30 p.m.**



**REGULAR BOARD MINUTES  
SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

<b>Meeting</b>	<b>Location</b>	<b>Date</b>	<b>Time</b>
Special	SPMUD Boardroom	October 2, 2024	9:00 a.m. & 1:30 p.m.

**I. CALL MEETING TO ORDER:** A Special Meeting of the South Placer Municipal Utility District Board of Directors was called to order with President Durfee presiding at 9:00 a.m.

**II. ROLL CALL OF DIRECTORS:**

- Present: Director Will Dickinson, Director Christy Jewell, Director James Durfee, Director James Williams, Director Jerry Mitchell (Director Mitchell arrived at 9:07 a.m. and left at 3:55 p.m.)
- Absent: None
- Vacant: None
- Staff: Adam Brown, Legal Counsel  
Herb Niederberger, General Manager  
Emilie Costan, Administrative Services Manager
- Others: David Niemeyer, Executive Recruiter, CPS HR Consulting

**III. PLEDGE OF ALLEGIANCE:** President Durfee led the Pledge of Allegiance.

**IV. PUBLIC COMMENTS:**

ASM Costan confirmed that no eComments were received. Hearing no other comments, the public comments session was closed.

**V. CLOSED SESSION READOUT**

The Board met in Closed Session at 9:01 a.m. to conduct interviews for the General Manager position. Interviews were completed, and no action was taken. The Board adjourned the closed session at 4:07 p.m.

**VIII. ADJOURNMENT**

The President adjourned the meeting at 4:07 p.m. to the next regular meeting to be held on October 3, 2024, at 4:30 p.m.



Emilie Costan, Board Secretary

**REGULAR BOARD MINUTES  
SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

<b>Meeting</b>	<b>Location</b>	<b>Date</b>	<b>Time</b>
Regular	SPMUD Boardroom Zoom Meeting	October 3, 2024	4:30 p.m.

**I. CALL MEETING TO ORDER:** The Regular Meeting of the South Placer Municipal Utility District Board of Directors was called to order with President Durfee presiding at 4:29 p.m.

**II. ROLL CALL OF DIRECTORS:**

Present: Director Jerry Mitchell (Director Mitchell arrived at 4:33 p.m.), Director Will Dickinson, Director Christy Jewell, Director James Durfee, Director Jim Williams

Absent: None

Vacant: None

Staff: Adam Brown, Legal Counsel  
Herb Niederberger, General Manager  
Eric, Nielsen, District Superintendent  
Carie Huff, District Engineer  
Emilie Costan, Administrative Services Manager

**III. PLEDGE OF ALLEGIANCE:** Director Dickinson led the Pledge of Allegiance.

**IV. PUBLIC COMMENTS:**

ASM Costan confirmed that no eComments were received. Hearing no other comments, the public comments session was closed.

**V. CONSENT ITEMS:**

1. MINUTES from the September 5, 2024, Regular Meeting.
2. ACCOUNTS PAYABLE in the amount of \$3,028,899 through September 23, 2024.
3. RESOLUTION 24-26 AMENDING BOARD POLICY 1020 DISTRICT CONFLICT OF INTEREST

Director Dickinson made a motion to approve the consent items; a second was made by Vice President Jewell; a roll call vote was taken, and the motion carried 4-0.

**VI. BOARD BUSINESS**

**1. CONTINUATION OF THE APPEAL OF HIGH HAND, 3750 TAYLOR ROAD, PARTICIPATION CHARGE CALCULATION**

GM Niederberger presented the appeal of High Hand. He shared that staff and Director Williams met with the appellant and recalculated the participation fee based on the incremental addition of the kitchen and dining spaces. This resulted in an additional assessment of 4.35 EDUs which the applicant has paid. The entire premises have been placed in billing using the composite method for a monthly service charge based on 13.24 EDUs.

The appellant was not present for this item. Vice President Jewell asked if the appellant was contesting anything further. GM Niederberger commented that payment of the additional assessment was perceived as acceptance of the findings. Vice President Jewell and President Durfee thanked staff for working with the appellant. President Durfee opened the item for public comment. No public comments were received.

Director Williams made a motion to (1) Find that the revised calculation of the additional participation charge of 4.35 EDU for High Hand is correct per the District's Sewer Code and Policies, (2) Acknowledge payment of the total Participation Charge due of \$64,066.80, and (3) Acknowledge that the entire premises have been placed in billing for a monthly service charge of 13.24 EDUs based upon a composite calculation for the total premises per the District's Sewer Code and Policies; a second was made by Director Dickinson; a roll call vote was taken, and the motion carried 5-0.

## **2. RESOLUTION 24-27 AUTHORIZING THE PURCHASE OF NEW E-TRANSIT VAN AND PICK-UP TRUCK**

DS Nielsen presented the proposed purchase of a new crane truck and a new electric confined space entry cargo van. He shared that the crane truck that is used to service the lift stations is scheduled for replacement. The Advanced Clean Fleet Regulation adopted by the California Air Resources Board requires that fifty percent of the vehicles purchased annually be zero-emission vehicles. DS Nielsen shared that the confined space cargo van is an ideal pilot zero-emissions vehicle as it will be a low-mileage vehicle that does not have assigned daily workers. The cargo van will replace an existing diesel van that has had issues with passing smog due to low mileage.

Director Williams asked how the electric van would be charged. DS Nielsen shared that it will be charged using the District's existing infrastructure. The less frequent use of the van allows more time for charging. Director Mitchell asked about the van's range. DS Nielsen shared that the range is 100 miles which should be sufficient for operations. Director Mitchell also asked about the weight compared to a traditional gas-powered vehicle. DS Nielsen shared that the weight is comparable to a medium-duty gas-powered vehicle. Vice President Jewell asked for the age of the vehicles being replaced and if there is a market for them. DS Nielsen shared that the crane truck is a 2012 and the cargo van is a 2017. The vehicles will be declared surplus and auctioned through a District vendor. Director Dickinson asked if the costs included any needed conversions or additional equipment. DS Nielsen shared that the equipment will be taken from the old vehicles and installed by District staff. President Durfee opened the item for public comment. No public comments were received.

Director Mitchell made a motion to approve Resolution 24-27 authorizing the General Manager to (1) Execute the purchase of a Ford F-350 crane truck for an amount not to exceed \$102,000, (2) Execute the purchase of Ford E-Transit cargo van for an amount not to exceed \$56,000, and (3) Approve a budget adjustment to increase the vehicle replacement budget (400-F01-71302) by \$15,000 from \$216,000 to \$231,000; a second was made by Vice President Jewell; a roll call vote was taken, and the motion carried 5-0.

**3. RESOLUTION 24-28 EMERGENCY DESIGNATION AND EMERGENCY AUTHORIZATION FOR THE ANTELOPE CREEK SEWER TRUNK EMERGENCY REPLACEMENT PROJECT**

DS Nielsen presented the Antelope Creek Sewer Trunk Emergency Replacement Project which would replace two hundred feet of failing trunk line. He provided information on the project location and the condition of the existing 18-inch asbestos cement pipe (ACP) which has deteriorated significantly over the last year. A large portion of the pipe is currently inaccessible due to root growth and cannot be cleaned without further erosion. DS Nielsen shared that staff has applied root control chemicals to the pipe, improved access in the area, and installed a smart cover to alert staff of a surcharge. The project to replace the full Antelope Creek Trunk is currently in the design phase. He shared that the pipeline currently carries approximately half a million gallons per day during the dry-weather season.

President Durfee asked for information on the project schedule. DS Nielsen shared that the project would start immediately upon approval and take approximately five weeks to complete, two weeks of lead time for the pumps and materials, and three weeks for the bypass and replacement. President Durfee also asked if the ACP would be abandoned in place, and DS Nielsen commented that the pipe would be pulled out and disposed of. Director Williams inquired about the fines for a spill into the creek. DS Nielsen shared that the fine is ten dollars per gallon and twenty-five thousand dollars per day. He added that depending on the District's actions the fines could either be increased or negotiated down.

Director Dickinson asked if staff obtained more than one bid for the project. DS Nielsen shared that the firm contacted has done emergency work for the District in the past and has a track record of completing quality projects efficiently. The emergency declaration exempts the District from the competitive bidding requirements. Director Mitchell asked about various alignments for the Antelope Creek Trunk. DS Nielsen shared that alternate alignments were previously explored, but it was determined that the current alignment is the most cost-effective. Director Dickinson asked about the added costs of completing this work as an emergency project. DS Nielsen shared that there are additional costs from the bypass; however, the full replacement project would still need bypass setup and mobilized at different locations. Director Dickinson asked if the District has learned anything from this project. DS Nielsen shared that the rate of deterioration of the ACP in the wet location has been surprising. This knowledge can be applied to the asset management plan. Director Williams commented that it will be important to complete this project before rain begins. Director Dickinson complimented DS Nielsen on the planning process to address the emergency. President Durfee opened the item for public comment. No public comments were received.

Director Williams made a motion to approve Resolution 24-28 (1) Finding that the emergency will not permit a delay caused by a competitive solicitation for bids and that the sewer main replacement is necessary to respond to the emergency in accordance with Section 22050 of the Public Contract Code, (2) Finding the Sewer Main I07-119 Emergency Replacement Project categorically exempt from the California Environmental Quality Act (CEQA) per Section 15302 (Replacement or Reconstruction), and (3) Authorizing the General Manager to execute the attached Construction Contract with a qualified contractor in an amount not to exceed \$311,000 plus a 10% contingency (\$342,000 total); a second was made by Director Dickinson; a roll call vote was taken, and the motion carried 5-0.

#### **4. STRATEGIC PLAN ANNUAL PERFORMANCE REPORT FOR FISCAL YEAR 2023/24**

DE Nielsen gave a presentation on the Strategic Plan annual performance. He highlighted the progress made toward the strategic plan priority's work plans and action steps which included work on the Supervisory Control and Data Acquisition (SCADA) Improvements Project, reinvestment in long-term fixed-income securities to reduce interest rate risk, and an active Employee Engagement Committee. He also showed the performance measures contained in the report that were prepared utilizing the Effective Utility Management (EUM) framework. He shared that overall, the District is meeting or exceeding the measures, and highlighted measurement changes from the previous annual performance report.

Director Mitchell commented that he likes the EUM approach used in the current Strategic Plan. Vice President Jewell and Director Williams thanked staff for their work on the Strategic Plan.

### **VII. REPORTS**

#### **1. District General Counsel (A. Brown):**

General Counsel Brown had no report for this meeting.

#### **2. General Manager (H. Niederberger):**

##### **A. ASD, FSD & TSD Reports:**

GM Niederberger shared that he will be out of the office on several dates in October.

Director Dickinson asked for additional information about the South Placer Wastewater Authority (SPWA) Board meeting. Director Williams shared that the SPWA Board decided to postpone the EDU Study pending a similar study currently being conducted by another agency. The 2025 meeting calendar was also adopted. Director Dickinson asked DE Huff to differentiate new information in the project update section of her monthly report.

Director Mitchell asked for updates on the Sierra College Partners agreement. GM Niederberger shared that staff is currently working on an out-of-area service agreement whereby the properties would be served by, and be customers of, the City of Lincoln. Additionally, staff is working with

LAFCO on amending the City of Rocklin's sphere of influence to eventually move these properties within the City of Lincoln boundary. Director Mitchell also asked about the Del Rio / Del Mar expansion project. DE Huff shared that the trunk line would extend to the edge of the City of Rocklin to serve two additional Rocklin properties and would eventually extend out to Sierra College. Director Mitchell asked about the Johnson-Springview Creek Crossing Project. DE Huff shared that the District is no longer participating in this project as there are more favorable locations for the crossing. Director Mitchell asked about the Castle City Mobile Home Park. GM Niederberger shared that the application process is being completed by the mobile home park. He commented that consolidation projects are a State priority, but the project would have to be structured so as to not negatively impact the District. Finally, Director Mitchell asked about the recent FOG inspection at Fred's Burger. DE Huff shared that the restaurant did not obtain a permit from the City of Rocklin. The District and City have been working to ensure compliance.

**B. Information Items:**

There were no informational items

**3. Director's Comments:**

Director Dickinson commented that with at least one uncontested election for the Board, he would like to meet the candidates. He acknowledged Warren Jorgenson's presence at the meeting and invited the other candidates to attend a Board meeting.

Director Williams shared that he would not be able to attend the next Board meeting. Director Durfee thanked staff for attending the Board meetings on their own time.

**IX. CLOSED SESSION READOUT**

The Board met in Closed Session at 5:34 p.m. to discuss the items on the agenda. No action was taken. The Board adjourned the closed session at 6:00 p.m.

**VIII. ADJOURNMENT**

The President adjourned the meeting at 6:01 p.m. to the next regular meeting to be held on November 7, 2024, at 4:30 p.m.



Emilie Costan, Board Secretary



South Placer M.U.D.

# Check Report

By Check Number

Date Range: 09/24/2024 - 10/29/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Bank-AP Bank</b>						
1240	Placer County Personnel	09/25/2024	Regular	0.00	3,609.24	17481
1010	California Air Resources Board	09/26/2024	Regular	0.00	735.00	17482
1886	Centegix	09/26/2024	Regular	0.00	1,349.50	17483
1652	Cintas Corporation	09/26/2024	Regular	0.00	578.81	17484
1775	CPS HR Consulting	09/26/2024	Regular	0.00	9,731.25	17485
1699	ECS Imaging Inc.	09/26/2024	Regular	0.00	5,309.50	17486
1126	Gold Country Tractors, Inc.	09/26/2024	Regular	0.00	41,435.69	17487
1480	Herb Niederberger	09/26/2024	Regular	0.00	103.98	17488
1764	Network Design Associates, Inc.	09/26/2024	Regular	0.00	1,608.00	17489
1253	Recology Auburn Placer	09/26/2024	Regular	0.00	395.04	17490
1090	State of CA-Department of Justice	09/26/2024	Regular	0.00	32.00	17491
1305	Sunbelt Rentals, Inc.	09/26/2024	Regular	0.00	331.93	17492
1878	Universal Building Services & Supply Co.	09/26/2024	Regular	0.00	1,296.00	17493
1339	Vulcan Materials Co.	09/26/2024	Regular	0.00	209.67	17494
1850	WYJO Services Corp	09/26/2024	Regular	0.00	2,521.53	17495
1007	Advanced Integrated Pest	10/03/2024	Regular	0.00	122.00	17496
1652	Cintas Corporation	10/03/2024	Regular	0.00	578.81	17497
1852	Coastland Civil Engineering LLP	10/03/2024	Regular	0.00	28,862.50	17498
1751	Comprehensive Medical Inc.	10/03/2024	Regular	0.00	125.00	17499
1775	CPS HR Consulting	10/03/2024	Regular	0.00	2,263.75	17500
1087	Dawson Oil Co.	10/03/2024	Regular	0.00	5,957.57	17501
1631	Instrument Technology Corporation	10/03/2024	Regular	0.00	1,341.96	17502
1564	Jensen Landscape Services, LLC	10/03/2024	Regular	0.00	1,017.00	17503
1218	PCWA	10/03/2024	Regular	0.00	531.26	17504
1221	PG&E	10/03/2024	Regular	0.00	12,423.25	17505
1685	Streamline	10/03/2024	Regular	0.00	497.00	17506
1325	Tyler Technologies, Inc.	10/03/2024	Regular	0.00	12,493.75	17507
1327	US Bank Corporate Payment	10/08/2024	Regular	0.00	15,520.41	17508
	**Void**	10/08/2024	Regular	0.00	0.00	17509
	**Void**	10/08/2024	Regular	0.00	0.00	17510
	**Void**	10/08/2024	Regular	0.00	0.00	17511
	**Void**	10/08/2024	Regular	0.00	0.00	17512
248	AT&T	10/10/2024	Regular	0.00	8.86	17513
1652	Cintas Corporation	10/10/2024	Regular	0.00	570.68	17514
1068	City of Roseville	10/10/2024	Regular	0.00	118,911.54	17515
1775	CPS HR Consulting	10/10/2024	Regular	0.00	2,690.00	17516
1509	Crystal Communications	10/10/2024	Regular	0.00	311.64	17517
1086	Dataprose	10/10/2024	Regular	0.00	2,126.90	17518
1882	Dell Technologies Inc	10/10/2024	Regular	0.00	20,265.47	17519
1666	Great America Financial Services	10/10/2024	Regular	0.00	599.91	17520
1791	Jason Arrighi	10/10/2024	Regular	0.00	91.41	17521
1218	PCWA	10/10/2024	Regular	0.00	430.67	17522
1473	Pitney Bowes Purchase Power	10/10/2024	Regular	0.00	415.37	17523
1518	Sonitrol of Sacramento	10/10/2024	Regular	0.00	3,079.66	17524
1333	SPOK, Inc.	10/10/2024	Regular	0.00	30.92	17525
1868	Tree Pro Tree Service Inc.	10/10/2024	Regular	0.00	5,729.45	17526
1878	Universal Building Services & Supply Co.	10/10/2024	Regular	0.00	1,296.00	17527
1850	WYJO Services Corp	10/10/2024	Regular	0.00	471.12	17528
1611	State Treasurer's Office	10/21/2024	Regular	0.00	185.00	17529
1021	ARC	10/23/2024	Regular	0.00	130.85	17530
1881	B&M Builders Inc	10/23/2024	Regular	0.00	115,849.00	17531
1047	CalChamber	10/23/2024	Regular	0.00	799.00	17532
1052	California Special Districts Association (CSDA)	10/23/2024	Regular	0.00	9,627.00	17533
1828	Carollo Engineers, Inc	10/23/2024	Regular	0.00	11,634.50	17534

Check Report

Date Range: 09/24/2024 - 10/29/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1652	Cintas Corporation	10/23/2024	Regular	0.00	1,114.44	17535
1066	City of Rocklin	10/23/2024	Regular	0.00	51,900.00	17536
1073	Consolidated Communications	10/23/2024	Regular	0.00	1,752.18	17537
1864	Flo-Line Technology, Inc	10/23/2024	Regular	0.00	15,327.97	17538
1124	Gold Mountain California News Media	10/23/2024	Regular	0.00	250.60	17539
1139	Hill Rivkins Brown & Associates	10/23/2024	Regular	0.00	8,400.00	17540
1843	LaFleur Engineering Inc	10/23/2024	Regular	0.00	10,300.00	17541
1599	MUN CPA's	10/23/2024	Regular	0.00	15,000.00	17542
1764	Network Design Associates, Inc.	10/23/2024	Regular	0.00	1,000.00	17543
1475	Petersen & Mapes, LLP	10/23/2024	Regular	0.00	456.00	17544
1244	Preferred Alliance Inc	10/23/2024	Regular	0.00	217.95	17545
1253	Recology Auburn Placer	10/23/2024	Regular	0.00	395.04	17546
1518	Sonitrol of Sacramento	10/23/2024	Regular	0.00	1,788.42	17547
1338	Verizon Wireless	10/23/2024	Regular	0.00	1,317.80	17548
1850	WYJO Services Corp	10/23/2024	Regular	0.00	1,246.00	17549
1240	Placer County Personnel	10/24/2024	Regular	0.00	3,609.24	17550
1045	Cal Pers 457 Plan (EFT)	09/27/2024	Bank Draft	0.00	4,940.00	DFT0009389
1045	Cal Pers 457 Plan (EFT)	09/27/2024	Bank Draft	0.00	500.00	DFT0009390
1135	Empower (EFT)	09/27/2024	Bank Draft	0.00	225.00	DFT0009392
1135	Empower (EFT)	09/27/2024	Bank Draft	0.00	5,391.00	DFT0009393
1135	Empower (EFT)	09/27/2024	Bank Draft	0.00	691.56	DFT0009394
1042	CA State Disbursement (EF	09/27/2024	Bank Draft	0.00	510.46	DFT0009395
1015	American Fidelity Assurance	09/27/2024	Bank Draft	0.00	455.81	DFT0009396
1229	Pers (EFT)	09/27/2024	Bank Draft	0.00	49.13	DFT0009397
1229	Pers (EFT)	09/27/2024	Bank Draft	0.00	1,020.59	DFT0009398
1229	Pers (EFT)	09/27/2024	Bank Draft	0.00	2,043.73	DFT0009399
1229	Pers (EFT)	09/27/2024	Bank Draft	0.00	2,415.84	DFT0009400
1229	Pers (EFT)	09/27/2024	Bank Draft	0.00	4,100.04	DFT0009401
1229	Pers (EFT)	09/27/2024	Bank Draft	0.00	5,324.88	DFT0009402
1229	Pers (EFT)	09/27/2024	Bank Draft	0.00	5,407.34	DFT0009403
1149	Internal Revenue Service	09/27/2024	Bank Draft	0.00	13,506.40	DFT0009404
1098	EDD (EFT)	09/27/2024	Bank Draft	0.00	4,123.77	DFT0009405
1098	EDD (EFT)	09/27/2024	Bank Draft	0.00	1,299.33	DFT0009406
1149	Internal Revenue Service	09/27/2024	Bank Draft	0.00	3,425.54	DFT0009407
1149	Internal Revenue Service	09/27/2024	Bank Draft	0.00	10,313.18	DFT0009408
1015	American Fidelity Assurance	10/01/2024	Bank Draft	0.00	323.14	DFT0009409
1230	Pers (EFT)	10/01/2024	Bank Draft	0.00	9,541.11	DFT0009410
1230	Pers (EFT)	10/01/2024	Bank Draft	0.00	37,588.08	DFT0009411
1230	Pers (EFT)	10/01/2024	Bank Draft	0.00	10,065.30	DFT0009412
1230	Pers (EFT)	10/01/2024	Bank Draft	0.00	137.27	DFT0009413
1230	Pers (EFT)	10/01/2024	Bank Draft	0.00	3,925.00	DFT0009414
1230	Pers (EFT)	10/01/2024	Bank Draft	0.00	81.14	DFT0009415
1586	Principal Life Insurance Company	10/01/2024	Bank Draft	0.00	628.36	DFT0009416
1015	American Fidelity Assurance	09/24/2024	Bank Draft	0.00	29,283.75	DFT0009417
1229	Pers (EFT)	09/27/2024	Bank Draft	0.00	83.98	DFT0009418
1229	Pers (EFT)	09/27/2024	Bank Draft	0.00	85.28	DFT0009419
1149	Internal Revenue Service	09/27/2024	Bank Draft	0.00	256.00	DFT0009420
1098	EDD (EFT)	09/27/2024	Bank Draft	0.00	22.71	DFT0009421
1149	Internal Revenue Service	09/27/2024	Bank Draft	0.00	59.86	DFT0009422
1149	Internal Revenue Service	09/27/2024	Bank Draft	0.00	62.67	DFT0009423
1045	Cal Pers 457 Plan (EFT)	10/11/2024	Bank Draft	0.00	4,940.00	DFT0009424
1045	Cal Pers 457 Plan (EFT)	10/11/2024	Bank Draft	0.00	500.00	DFT0009425
1135	Empower (EFT)	10/11/2024	Bank Draft	0.00	225.00	DFT0009427
1135	Empower (EFT)	10/11/2024	Bank Draft	0.00	5,091.00	DFT0009428
1135	Empower (EFT)	10/11/2024	Bank Draft	0.00	691.56	DFT0009429
1042	CA State Disbursement (EF	10/11/2024	Bank Draft	0.00	510.46	DFT0009430
1015	American Fidelity Assurance	10/11/2024	Bank Draft	0.00	455.81	DFT0009431
1229	Pers (EFT)	10/11/2024	Bank Draft	0.00	49.13	DFT0009432
1229	Pers (EFT)	10/11/2024	Bank Draft	0.00	1,009.99	DFT0009433
1229	Pers (EFT)	10/11/2024	Bank Draft	0.00	2,022.51	DFT0009434
1229	Pers (EFT)	10/11/2024	Bank Draft	0.00	2,415.84	DFT0009435



Check Report

Date Range: 09/24/2024 - 10/29/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1229	Pers (EFT)	10/11/2024	Bank Draft	0.00	4,100.04	DFT0009436
1229	Pers (EFT)	10/11/2024	Bank Draft	0.00	5,135.59	DFT0009437
1229	Pers (EFT)	10/11/2024	Bank Draft	0.00	5,215.13	DFT0009438
1149	Internal Revenue Service	10/11/2024	Bank Draft	0.00	14,196.58	DFT0009439
1098	EDD (EFT)	10/11/2024	Bank Draft	0.00	4,402.38	DFT0009440
1098	EDD (EFT)	10/11/2024	Bank Draft	0.00	1,293.89	DFT0009441
1149	Internal Revenue Service	10/11/2024	Bank Draft	0.00	3,594.30	DFT0009442
1149	Internal Revenue Service	10/11/2024	Bank Draft	0.00	10,881.74	DFT0009443
1045	Cal Pers 457 Plan (EFT)	10/25/2024	Bank Draft	0.00	4,940.00	DFT0009449
1045	Cal Pers 457 Plan (EFT)	10/25/2024	Bank Draft	0.00	500.00	DFT0009450
1135	Empower (EFT)	10/25/2024	Bank Draft	0.00	225.00	DFT0009452
1135	Empower (EFT)	10/25/2024	Bank Draft	0.00	5,091.00	DFT0009453
1135	Empower (EFT)	10/25/2024	Bank Draft	0.00	691.56	DFT0009454
1042	CA State Disbursement (EF	10/25/2024	Bank Draft	0.00	510.46	DFT0009455
1015	American Fidelity Assurance	10/25/2024	Bank Draft	0.00	455.81	DFT0009456
1229	Pers (EFT)	10/25/2024	Bank Draft	0.00	49.13	DFT0009457
1229	Pers (EFT)	10/25/2024	Bank Draft	0.00	1,020.59	DFT0009458
1229	Pers (EFT)	10/25/2024	Bank Draft	0.00	2,043.73	DFT0009459
1229	Pers (EFT)	10/25/2024	Bank Draft	0.00	2,415.84	DFT0009460
1229	Pers (EFT)	10/25/2024	Bank Draft	0.00	4,100.04	DFT0009461
1229	Pers (EFT)	10/25/2024	Bank Draft	0.00	5,021.67	DFT0009462
1229	Pers (EFT)	10/25/2024	Bank Draft	0.00	4,994.26	DFT0009463
1149	Internal Revenue Service	10/25/2024	Bank Draft	0.00	13,260.38	DFT0009464
1098	EDD (EFT)	10/25/2024	Bank Draft	0.00	4,139.18	DFT0009465
1098	EDD (EFT)	10/25/2024	Bank Draft	0.00	1,277.49	DFT0009466
1149	Internal Revenue Service	10/25/2024	Bank Draft	0.00	3,449.01	DFT0009467
1149	Internal Revenue Service	10/25/2024	Bank Draft	0.00	10,208.45	DFT0009468
1229	Pers (EFT)	10/22/2024	Bank Draft	0.00	113.93	DFT0009472
1098	EDD (EFT)	10/22/2024	Bank Draft	0.00	-11.65	DFT0009475
1149	Internal Revenue Service	10/22/2024	Bank Draft	0.00	-13.67	DFT0009478
1229	Pers (EFT)	10/22/2024	Bank Draft	0.00	220.86	DFT0009483
1015	American Fidelity Assurance	10/23/2024	Bank Draft	0.00	29,283.75	DFT0009497

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	104	66	0.00	560,311.99
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	77	77	0.00	318,605.02
EFT's	0	0	0.00	0.00
	<b>181</b>	<b>147</b>	<b>0.00</b>	<b>878,917.01</b>

Check Report

Date Range: 09/24/2024 - 10/29/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1645	Aspire Retirement Solutions	09/27/2024	Bank Draft	0.00	1,042.60	DFT0009391
1645	Aspire Retirement Solutions	10/11/2024	Bank Draft	0.00	1,042.60	DFT0009426
1645	Aspire Retirement Solutions	10/25/2024	Bank Draft	0.00	1,042.60	DFT0009451

Bank Code PY Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	3	0.00	3,127.80
EFT's	0	0	0.00	0.00
	<b>3</b>	<b>3</b>	<b>0.00</b>	<b>3,127.80</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	104	66	0.00	560,311.99
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	80	80	0.00	321,732.82
EFT's	0	0	0.00	0.00
	<b>184</b>	<b>150</b>	<b>0.00</b>	<b>882,044.81</b>

### Fund Summary

Fund	Name	Period	Amount
100	GENERAL FUND	9/2024	165,887.59
100	GENERAL FUND	10/2024	716,157.22
			<b>882,044.81</b>

Account Number	Name	Date	Type	Amount	Reference
102-0000766-07	Harrell, Marisa	10/28/2024	Refund	\$ 112.08	Check #: 17551
102-0001800-02	Gothold, Christopher and Kirsten	10/28/2024	Refund	\$ 450.00	Check #: 17552
102-0003133-01	Keller, Stephen P	10/28/2024	Refund	\$ 112.32	Check #: 17553
102-0006636-01	Keller, Ed	10/28/2024	Refund	\$ 120.96	Check #: 17554
102-0007180-01	Birchell, Kim	10/28/2024	Refund	\$ 119.76	Check #: 17555
102-0007262-02	Perez, Alfonso and Karen	10/28/2024	Refund	\$ 12.31	Check #: 17556
102-0009458-01	Schenck, Steven	10/28/2024	Refund	\$ 115.32	Check #: 17557
102-0009747-02	Taylor, Brock and Jess	10/28/2024	Refund	\$ 112.97	Check #: 17558
102-0011018-01	Barton, Julie	10/28/2024	Refund	\$ 114.32	Check #: 17559
102-0011395-03	Neideffer, Vance and Nancy	10/28/2024	Refund	\$ 109.61	Check #: 17560
102-0012086-02	Thomas, Nanci	10/28/2024	Refund	\$ 57.28	Check #: 17561
103-0003920-02	Borrecco, Christopher	10/28/2024	Refund	\$ 128.28	Check #: 17562
103-0004648-01	Bush, Marv	10/28/2024	Refund	\$ 115.71	Check #: 17563
103-0004689-01	Rummel-Stone, Sheri	10/28/2024	Refund	\$ 17.09	Check #: 17564
103-0004849-01	Gardner, Walter	10/28/2024	Refund	\$ 5.81	Check #: 17565
106-0015295-01	Brooding, Joan	10/28/2024	Refund	\$ 114.55	Check #: 17566
106-0015532-02	Tew, Mark and Teresa	10/28/2024	Refund	\$ 236.64	Check #: 17567
106-0015708-01	Samuelson, Rene	10/28/2024	Refund	\$ 5.35	Check #: 17568
112-1021751-01	Sullivan, Shane	10/28/2024	Refund	\$ 104.99	Check #: 17569
112-1022864-02	Bland, Eric A	10/28/2024	Refund	\$ 115.02	Check #: 17570
112-1026923-02	Antonietti, Brittany and Eric	10/28/2024	Refund	\$ 115.39	Check #: 17571
112-1027537-01	Maxim, Shawn and Rachel	10/28/2024	Refund	\$ 114.61	Check #: 17572
112-1028929-01	Dejkong, Piya and Phichanart	10/28/2024	Refund	\$ 138.66	Check #: 17573
112-1029372-01	Chun, Bryce and Renata	10/28/2024	Refund	\$ 113.52	Check #: 17574
112-1029516-01	Gardner, Angie and John	10/28/2024	Refund	\$ 781.77	Check #: 17575
112-1030360-00	Tim Lewis Communities	10/28/2024	Refund	\$ 75.00	Check #: 17576
<b>TOTAL REFUNDS:</b>				<b>\$ 3,619.32</b>	

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**STAFF REPORT**

**To:** Board of Directors  
**From:** Carie Huff, District Engineer  
**Cc:** Josh Lelko, Engineering Technician  
**Subject:** Acceptance of the Bill of Sale for the Maverik Rocklin Sewer Improvements  
**Meeting Date:** November 7, 2024

---

**Overview**

The Maverik Rocklin improvements are located within the City of Rocklin, at the northeast corner of the intersection of Sunset Boulevard and Lonetree Boulevard. The Maverik Rocklin project consists of public sewer improvements to serve the Maverik Rocklin gas station and convenience store for a total of 3.97 EDU. The Maverik Rocklin improvements include the following infrastructure:

- Installation of four hundred and eighty-two (482) linear feet of sanitary sewer pipe;
- Installation of two (2) manholes; and
- Installation of ten (10) linear feet of lower laterals.

**Recommendation**

Staff recommends that the Board of Directors accept the attached Bill of Sale for the Maverik Rocklin Sewer improvements.

**Strategic Plan Goal**

This action is consistent with the following Strategic Plan Priorities:

- Maintain an excellent regulatory compliance record
- Prepare for the future and foreseeable emergencies
- Leverage existing and applicable technologies to improve efficiencies

**Fiscal Impact**

The estimated value of the contributed capital is \$249,172.

Attachments:

1. Bill of Sale
2. Map – Maverik Rocklin

BILL OF SALE

MAVERIK, INC., does hereby grant, bargain, sell and convey to **SOUTH PLACER MUNICIPAL UTILITY DISTRICT** all of its rights, title and interest in and to all public sewer pipes, lines, mains, manholes, and appurtenances installed by its contractor in that subdivision/project commonly known as Maverik - Rocklin, Sunset Blvd. and Lonetree Blvd..

Grantor herein does hereby warrant and guarantee to **SOUTH PLACER MUNICIPAL UTILITY DISTRICT** that all of the personal property described herein consisting of sewer pipes, lines, mains, manholes, and appurtenances are free and clear of all mechanics liens and encumbrances of any type, nature or description whatsoever.

Dated this May 9, 2024

By: (Developer/Owner)

Tyler Call  
Signature

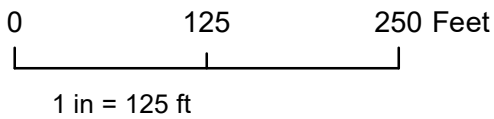
TYLER CALL  
Name (Please Type or Print)

[Signature] 5/9/2024 Notary in Utah





**Maverik Rocklin**



## Maverik Rocklin

**3.97 EDU**

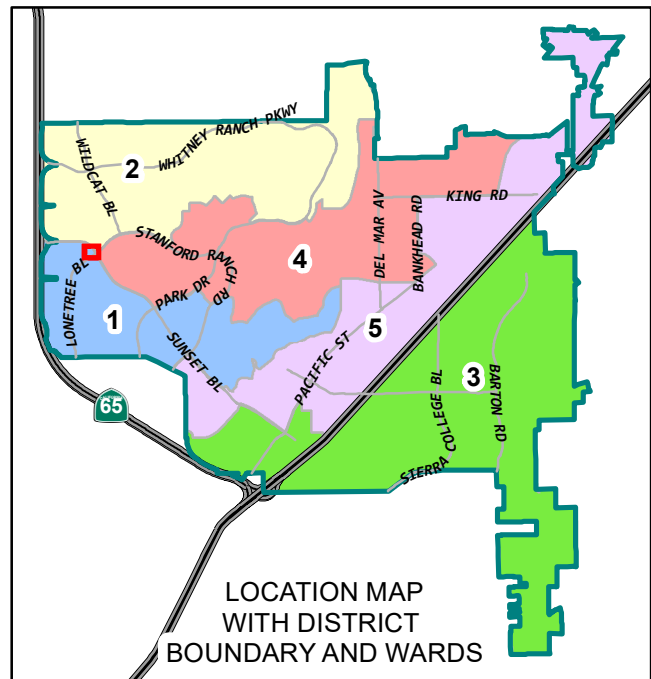
### Public Sewer Infrastructure

**2 manholes**

**482 linear feet of sanitary sewer pipe**

**10 linear feet of lower laterals**

Date: 10/23/2024  
 Author: Curtis Little  
 Document Path:  
 G:\spmud\_gis\mxd\Bill of Sale\FY24-25\MXD\MAverick.mxd



LOCATION MAP  
 WITH DISTRICT  
 BOUNDARY AND WARDS



**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STAFF REPORT**

**To:** Board of Directors

**From:** Emilie Costan, Administrative Services Manager

**Cc:** Herb Niederberger, General Manager

**Subject:** 1st Quarter Investment Report  
(July 1, 2024 through September 30, 2024)

**Board Date:** November 7, 2024

---

**Overview**

In accordance with Section 53646 of the California Government Code, this report provides the Board with a quarterly investment report.

The investments held by the District on September 30, 2024, are shown in Attachment 1 and totaled \$82.01 million. The portfolio is in compliance with the Board's adopted Policy #3120 regarding District investments and has the ability to meet the next six months of cash flow requirements. As of September 30, 2024, the District's investment portfolio had an average annualized quarterly rate of return of 1.52 percent.

**Recommendation**

Staff recommends that the Board of Directors receive and file the 3rd Quarter Investment Report.

**Strategic Plan Priorities**

This action is consistent with SPMUD Strategic Plan Priorities:  
Prepare for the future and foreseeable emergencies.  
Provide exceptional value for the cost of sewer service.

**Related District Ordinances and Policies**

This action is in conjunction with the following District Policies:  
Policy 3120 – Investment of District Funds

**Fiscal Impact**

There is no direct fiscal impact associated with the preparation of this report.

**Attachments:**

1. 1<sup>st</sup> Quarter South Placer Municipal Utility District Investment Report
2. Allocation by Fund, Allocation by Investment Type, and Historical Performance



Attachment 1 – 1<sup>st</sup> Quarter South Placer Municipal Utility District Investment Report

<b>Investment</b>	<b>Account Balance Prior Year Jul 23 -Sept 23</b>	<b>Account Balance Previous Quarter Apr 24 - Jun 24</b>	<b>Market Value Jul 24 - Sept 24</b>	<b>Quarterly Rate of Return</b>	<b>% of Portfolio</b>
<b>CA CLASS</b>	\$ 5,131,400	\$ 12,507,791	\$ 12,677,170	1.34%	15%
<b>CALTRUST - Short Term</b>	\$ 6,496,967	\$ 6,761,843	\$ 6,893,985	1.25%	8%
<b>LAIF (Local Agency Investment Fund)</b>	\$ 25,794,351	\$ 26,617,785	\$ 26,933,463	1.15%	33%
<b>PLACER COUNTY TREASURY</b>	\$ 25,147,011	\$ 5,569,472	\$ 5,622,709	0.87%	7%
<b>WELLS FARGO - Fixed Income*</b>	\$ -	\$ 15,026,580	\$ 15,554,785	1.82%	19%
<b>FIVE STAR - Money Market</b>	\$ 5,647,760	\$ 6,317,821	\$ 6,390,002	1.15%	8%
<b>CASH</b>	\$ 4,140,693	\$ 2,342,114	\$ 4,268,726	0.13%	5%
<b>RESTRICTED - CEPPT</b>	\$ 3,042,601	\$ 3,425,665	\$ 3,672,181	7.26%	4%
<b>TOTAL/AVERAGE</b>	<b>\$ 75,400,782</b>	<b>\$ 78,569,070</b>	<b>\$ 82,013,020</b>	<b>1.52%</b>	<b>100%</b>

\* The Wells Fargo Fixed Income Securities pay accrued interest semi-annually in Sept/Oct and Mar/Apr.

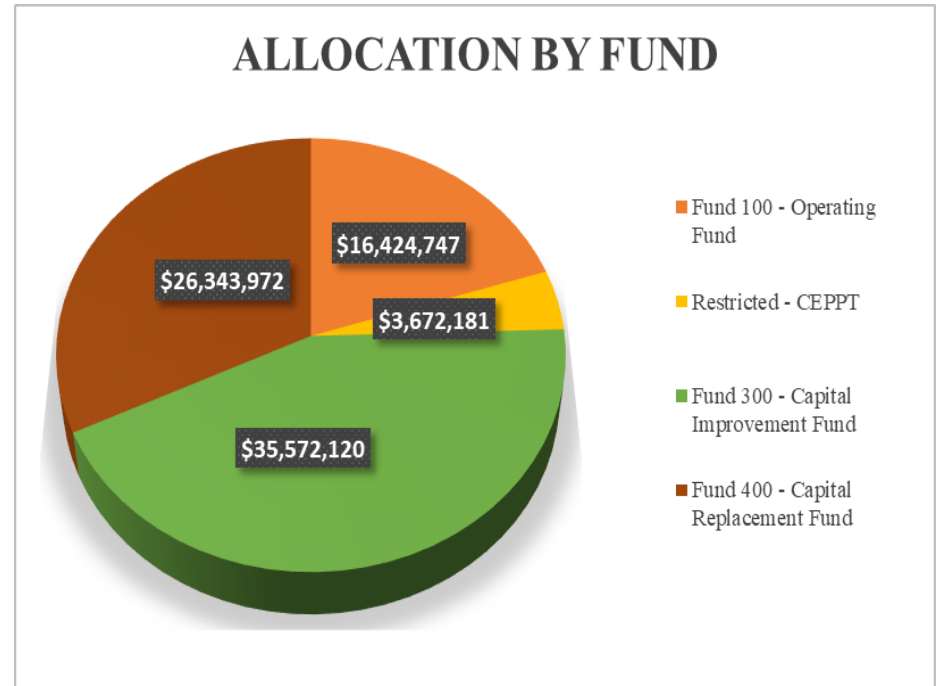
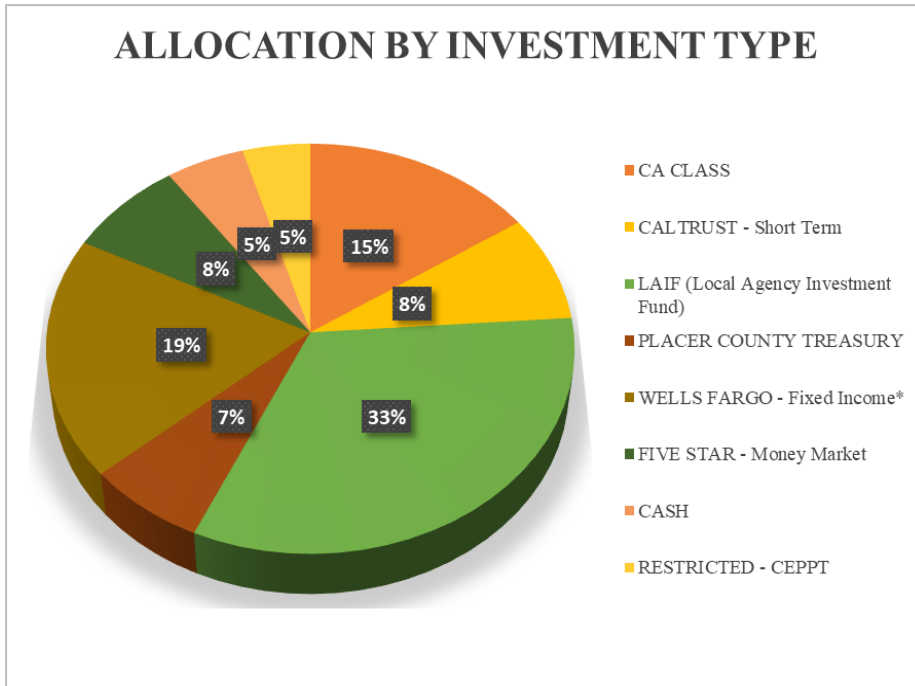
**QUARTERLY TRANSFERS**

CalTRUST: None  
 CA CLASS: None  
 LAIF: None  
 PLACER COUNTY: None  
 WELLS FARGO: None  
 FIVE STAR MM: None

**QUARTERLY REGIONAL TREATMENT PAYMENT**

Jul 1 to Sept 30, 2024 \$2,294,162 Cleared Oct 29, 2024  
 Apr 1 to Jun 30, 2024 \$0  
 Jan 1 to Mar 31, 2024 \$2,606,750 Cleared Apr 4, 2024  
 Oct 1 to Dec 31, 2023 \$2,606,750 Cleared Jan 17, 2024  
 Jul 1 to Sept 30, 2023 \$2,606,750 Cleared Oct 12, 2023

Attachment 2 – Allocation by Fund, Allocation by Investment Type, and Historical Performance



<b>Historical Performance</b>					
	3 months	6 months	1 year*	3 year*	5 year*
CA Class	1.34%	2.68%	5.37%	-	-
CaTRUST Short Term	1.22%	2.48%	5.03%	3.22%	2.28%
LAIF	1.15%	2.26%	4.31%	2.56%	1.92%
Placer County	0.87%	1.75%	3.49%	2.09%	1.58%
Wells Fargo	1.82%	3.64%	-	-	-
Five Star MM	1.15%	2.26%	4.31%	2.56%	1.92%
CEPPT	7.26%	10.49%	20.97%	2.59%	5.61%

\*Annualized

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STAFF REPORT**

**To:** Board of Directors

**From:** Emilie Costan, Administrative Services Manager

**Cc:** Herb Niederberger, General Manager  
Carie Huff, District Engineer  
Eric Nielsen, Superintendent

**Subject:** Annual Investment Report for the Fiscal Year Ended June 30, 2024

**Meeting Date:** November 7, 2024

---

**Overview**

The South Placer Municipal Utility District (District) is governed by the Municipal Utilities District (MUD) Act of California, codified in Public Utilities Code §11501, et seq. Public Utilities Code §12871 allows the District to invest surplus money in its treasury. California Government Code, primarily §53601 and related subsections, authorizes the type of investment vehicles that are allowed in a local agency’s portfolio. The investment vehicles that are allowed emphasize the preservation of capital and conservative investment. The District is not permitted to purchase an investment that is not specifically authorized by law and designated by the District’s Board of Directors.

On December 3, 2015, the Board of Directors adopted Board Policy 3120 – Investment of District Funds. In February 2016, the District adopted a strategy for the investment of District funds which was later revised by Resolution 18-15. One of the ways the District managed its exposure to interest rate risk was by purchasing a combination of short and long-term investments and timing cash flows from maturities so that a portion of the portfolio was maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for District operations. Per Resolution 18-15, as fixed-income securities being held in the long-term portfolio matured, rather than reinvesting them into other fixed-income securities, the proceeds were distributed evenly among the Cal Trust Medium Term Holdings and the Placer County Treasury. On January 7, 2021, the Board adopted Resolution 21-01, Updating the Strategy for the Investment of District Funds, to allow the District to move the remaining fixed-income securities to any of the District’s investment pools as they matured depending on market conditions and quarterly performance. By October 2021, all fixed-income securities had matured with all funds transferred to other investment vehicles.

Due to market fluctuations and the unprecedented low-interest rates seen in 2020 and 2021, as the remaining fixed-income securities matured it did not make sense to move the funds into new medium-term or long-term investment vehicles. With interest rates rising in 2022 and 2023, as the Federal Reserve increased rates to combat persistently high inflation, short-term fixed-income funds began to provide consistent quarterly interest earnings resulting in an inverted curve whereby shorter-term investments were performing better than longer-term investments. The Federal

Reserve had been indicating that it may begin lowering rates in 2024 with the first rate cut occurring in September of 2024. In preparation, the Board approved the investment of \$15 million in longer-term fixed-income securities through Wells Fargo Securities in April 2024. These non-callable fixed-income securities consist of a two-year bond with a coupon rate of 4.625% and a three-, four-, and five-year bond each with a coupon rate of 4.500%. The intent of these bonds is to reduce the risk to the District of interest rates returning to the previous low-rate environment and interest income correspondingly declining. The remaining investment funds continue to be held in short-term investment pools.

Overall, during the last fiscal year, interest remained high to combat persistently high inflation with short-term fixed-income funds continuing to provide consistent quarterly interest earnings and equity also performing well. The value of the District's CalPERS Section 115 Pension Trust's CERB and CEPP Trusts increased by 8.1% and 8.5%, respectively. The overall balance of the District's investment portfolio excluding unrestricted deposits in financial institutions and the CEPPT increased by \$4.2 million (6.1%) with total investment income of approximately \$2.7 million.

### **Recommendation**

Staff recommends that the Board of Directors receive and file the Annual Investment Report.

### **Strategic Plan Priorities**

This action is consistent with SPMUD Strategic Plan Priorities:

- Prepare for the future and foreseeable emergencies.
- Provide exceptional value for the cost of sewer service.

### **Related District Ordinances and Policies**

This action is in conjunction with the following District Policies:

- Policy 3120 – Investment of District Funds
- Policy 3130 – District Reserve Policy

### **Fiscal Impact**

There is no direct fiscal impact associated with the preparation of this report. Interest income is used to fund both operating and capital expenditures.

### **Attachments:**

- Table 1 – Balance of Investments
- Table 2 – Fund Balances
- Table 3 – Asset Allocation as of June 30, 2024
- Table 4 – Short-Term and Long-Term Portfolio Breakdown

**Table 1 – Balance of Investments**

<b>Investment</b>	<b>June 30, 2024</b>	<b>June 30, 2023</b>
Local Agency Investment Fund (LAIF)	\$ 26,617,785	\$ 25,563,827
Wells Fargo Fixed-Income Securities	15,026,580	-
California Class Prime Fund	12,507,791	5,062,129
CalTRUST Short-Term Investment Fund	6,761,843	6,419,937
Five Star Money Market	6,317,821	6,097,695
Placer County Treasury's Investment Pool	5,569,472	25,460,827
	<u>\$ 72,801,291</u>	<u>\$ 68,604,415</u>
Unrestricted Deposits in Financial Institutions	\$ 2,342,114	\$ 1,534,245
	<u>\$ 75,143,405</u>	<u>\$ 70,138,660</u>
CalPERS CEPP Trust- Restricted	\$ 3,425,665	\$ 3,156,947
<b>TOTAL</b>	<u><b>\$ 78,569,070</b></u>	<u><b>\$ 73,295,607</b></u>

**Table 2 – Fund Balances**

<b>Fund</b>	<b>June 30, 2024</b>	<b>June 30, 2023</b>
Fund 100 - Operating Fund	\$ 14,486,360	\$ 14,808,953
Fund 300 - Capital Improvement Fund	34,650,100	31,500,531
Fund 400 - Capital Replacement Fund	26,006,945	23,829,176
	<u>\$ 75,143,405</u>	<u>\$ 70,138,660</u>
CalPERS CEPP Trust - Restricted	\$ 3,425,665	\$ 3,156,947
<b>TOTAL</b>	<u><b>\$ 78,569,070</b></u>	<u><b>\$ 73,295,607</b></u>

*The construction costs for currently identified necessary capital expansion projects to be funded from Fund 300 are approximately \$80,413,600.*

*The construction costs for currently identified capital replacement projects necessary over the next ten years to be funded from Fund 400 are approximately \$42,593,000.*

**Table 3 – Asset Allocation as of June 30, 2024**

<b>Investment Type</b>	<b>% of Portfolio on June 30, 2024</b>
Local Agency Investment Fund (LAIF)	35%
Wells Fargo Fixed-Income Securities	20%
California Class Prime Fund	17%
CalTRUST Short-Term Investment Fund	9%
Five Star Money Market	8%
Placer County Treasury's Investment Pool	7%
Unrestricted Deposits in Financial Institutions	3%

**Table 4 – Short-Term and Long-Term Portfolio Breakdown**

<b>Short-Term Portfolio</b>	
Local Agency Investment Fund (LAIF)	\$ 26,617,785
California Class Prime Fund	12,507,791
CalTRUST Short-Term Investment Fund	6,761,843
Five Star Money Market	6,317,821
Unrestricted Deposits in Financial Institutions	2,342,113
	<b>\$ 54,547,353</b>
<b>Long-Term Portfolio</b>	
Wells Fargo Fixed-Income Securities	\$ 15,026,580
Placer County Treasury's Investment Pool	5,569,472
	<b>\$ 20,596,052</b>
<b>Restricted</b>	
CalPERS CEPP Trust	\$ 3,425,665
	<b>\$ 78,569,070</b>

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STAFF REPORT**

**To:** Board of Directors

**From:** Herb Niederberger, General Manager

**Cc:** Carie Huff, District Engineer

**Subject:** Adoption of Resolutions 24-29 Professional Services Agreement with WaterWorks Engineers to Update the District’s Wastewater Collection System Hydraulic Model and Complete the 2025 System Evaluation and Capacity Assurance Plan (SECAP)

**Meeting Date:** November 7, 2024

---

**Overview**

The State Water Resources Control Board (SWRCB) Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems (Order WQ 2022-0103-DWQ) requires that the District have a System Evaluation and Capacity Assurance Plan (SECAP). The purpose of the SECAP is to provide the District guidance in its efforts to assure capacity for existing customers and information on how to prepare and plan for future development. The SECAP includes an evaluation and assessment of the system conditions, a capacity assurance, design criteria, corrective actions, and a capital improvement plan. Information developed in the SECAP is used to establish charges through a Capacity Fee Study as required by California State Government Code, Section 66013 (GC 66013).

The District’s existing hydraulic model was created with Innovyze InfoSewer and InfoAsset Planner; however, Innovyze transitioned to be solely AutoDesk (AutoCAD) based and does not support compatibility with GIS. In February 2024, the District purchased new modeling software, Aquanuity, which is compatible with GIS. WaterWorks Engineers has experience with importing the existing hydraulic model, converting it, and updating it to Aquanuity. The hydraulic model is a critical component to understand the District’s sewer system in order to identify capacity deficiencies and plan for future growth.

The District generated a short list of consultants in May of 2023 to provide professional services on an as-needed basis. The District has identified the need to enter into a Professional Services Agreement with WaterWorks Engineers to provide engineering services to update the District’s wastewater collection system hydraulic model in order to complete the 2025 System Evaluation and Capacity Assurance Plan (SECAP). The model update and SECAP efforts are included in the approved FY24/25 budget.

**Recommendation**

Staff recommends that the Board of Directors adopt Resolution 24-29 Professional Services Agreement with WaterWorks Engineers to update the District’s Wastewater Collection System

Hydraulic Model and complete the 2025 System Evaluation and Capacity Assurance Plan (SECAP).

**Strategic Plan Goals**

This action is consistent with the District’s Strategic Priorities:

- Prepare for the future and foreseeable emergencies.
- Leverage existing and applicable technologies to improve efficiencies.
- Provide exceptional value for the cost of sewer service.

**Related Board Ordinances and Policies**

This action is in conjunction with the following District Policies:

- Policy 3150 – Purchasing Policy
- Policy 3370 – Sewer System Management Plan (SSMP)

**Fiscal Impact**

WaterWorks submitted a cost to complete the update to the District’s wastewater collection system hydraulic model and the 2025 System Evaluation and Capacity Assurance Plan in an amount of \$89,801. This cost is included in the FY24/25 Fund 100 budget.

Attachments:

1. Resolution 24-29 Professional Services Agreement with WaterWorks Engineers
2. Exhibit A – Professional Services Agreement with WaterWorks Engineers



**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**RESOLUTION NO. 24-29**

**AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WATERWORKS ENGINEERS TO UPDATE THE DISTRICT'S WASTEWATER COLLECTION SYSTEM HYDRAULIC MODEL AND TO COMPLETE THE 2025 SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN (SECAP)**

WHEREAS, the State Water Resources Control Board (SWRCB) Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems (Order WQ 2022-0103-DWQ) requires the South Placer Municipal Utility District (District) have a System Evaluation and Capacity Assurance Plan (SECAP); and

WHEREAS, the District's hydraulic model needs to be imported, converted and updated to the District's new modeling software, Aquanuity; and

WHEREAS, the District completed the SECAP in 2020 and is required to update the SECAP every five years; and

WHEREAS, the District allocated funding in Fund 100 in the FY24/25 budget; and

WHEREAS, WaterWorks Engineers possesses the technical expertise required to update the District's hydraulic model and to complete the 2025 System Evaluation and Capacity Assurance Plan.

NOW, THEREFORE BE IT RESOLVED, the South Placer Municipal Utility District Board of Directors authorizes the General Manager to execute a Professional Services Agreement incorporated herein as Exhibit "A" with WaterWorks Engineers for professional engineering services to update the District's wastewater collection system hydraulic model and to complete the 2025 System Evaluation and Capacity assurance Plan (SECAP) in an amount not to exceed \$89,801.

PASSED AND ADOPTED at a Meeting of the South Placer Municipal Utility District

Board of Directors at Rocklin, CA this 7<sup>th</sup> day of November 2024.

Signed: \_\_\_\_\_

James Durfee, President of the Board of Directors

Attest: \_\_\_\_\_

Emilie Costan, Board Secretary



South Placer Municipal Utility District  
5807 Springview Drive Rocklin, CA 95677

**PROFESSIONAL SERVICES AGREEMENT**

**AGREEMENT TERM:** One (1) year

**EXECUTED:**

Provide Professional Engineering Services to update the District’s Wastewater Collection System Hydraulic Model and complete the 2025 System Evaluation and Capacity Assurance Plan.

DISTRICT: South Placer Municipal Utility District  
DISTRICT REPRESENTATIVE: Carie Huff, District Engineer  
(916) 786-8555; [chuff@spmud.ca.gov](mailto:chuff@spmud.ca.gov)

CONTRACTOR: WaterWorks Engineers  
CONTRACTOR REPRESENTATIVE: Mike Fisher  
(916) 521-9200; [mikef@wwengineers.com](mailto:mikef@wwengineers.com)

**SERVICES:**

The undersigned agrees to update the District’s Wastewater Collection System Hydraulic Model and System Evaluation and Capacity Assurance Plan per the Scope of Services attached (Exhibit “A”).

Hydraulic Model Import, Conversion and Update to Aquanuity	\$70,280.00
Documentation Technical Memo	\$19,521.00
<b>Total</b>	<b>\$89,801.00</b>

**Total Services shall not exceed \$89,801.00.**

Hourly Rates and Billing shall be in accordance with the Fee Proposal attached as Exhibit “B”.

This includes all applicable taxes and fees. Proof of insurance, as described in the General Provisions, has been provided to the District.

Name and address of contractor:  WaterWorks Engineers 2260 Douglas Boulevard, Suite 105 Roseville, CA 95661 (916) 780-2888	Signature of person authorized to sign:  _____ Print Name: <u>Mike Fisher</u> Title: <u>President</u> Date: _____
---	--

**NOTICE OF AWARD (This section for District use only)**

You are directed to proceed with the work upon receipt of this award.

Print Name: <u>Herbert E. Niederberger</u> Signature: _____	Title: <u>General Manager</u> Date: _____
--	--

## GENERAL PROVISIONS

---

1. **SCOPE OF SERVICES:** Consultant shall do all work, attend all meetings, and carry out all activities necessary to complete all services described in the attached proposal included as part of this Agreement. This Agreement and its exhibits, attached or incorporated by reference, shall be known as the “Agreement Documents.” The Consultant enters into this Agreement as an independent Consultant and not as an employee of the District.
2. **TIME OF PERFORMANCE:** The Services described in this Contract shall be provided for two years. The services are to commence upon execution and receipt of this Agreement and shall be completed in a prompt and timely manner in accordance with the conditions of the Agreement.
3. **COMPENSATION:** Payments shall be paid *monthly* upon completion of services for a total amount not to exceed \$89,801.00. The District reserves the right to perform any of these services with its own staff or to retain other Consultants to perform the services. “Reimbursable Expenses” are limited to actual expenditures of the Consultant for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the District. No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal. Consultant is responsible for supplying invoices and all documentation necessary to verify invoices to the District’s satisfaction. Invoices shall be emailed to [ap@spmud.ca.gov](mailto:ap@spmud.ca.gov) or mailed to 5807 Springview Drive, Rocklin, CA 95677.
4. **TERMINATION:** This Agreement may be terminated, without cause, at any time by the District or Consultant upon ten days written notice. Consultant shall be compensated for all services provided for in the Agreement to that date. District shall be entitled to all work created pursuant to the Agreement.
5. **CHANGES:** District or Consultant may request changes to the scope of services to be performed. Such changes must be authorized in advance by the District in writing. Mutually agreed to changes shall be incorporated in written amendments to this Agreement.
6. **PROPERTY OF THE DISTRICT:** It is mutually agreed that all work or materials prepared under this Agreement shall become the property of the District. The District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant under this Contract. In this Contract, the term “information” means and includes any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof.
7. **CONFIDENTIALITY:** During performance of this Agreement, the Consultant may gain access to and use District information. The Consultant agrees to protect all District Information and treat it as strictly confidential, and further agrees that they shall at no time, either directly or indirectly, divulge, disclose, or communicate in any manner any District information to any third party without the prior written consent. In addition, the Consultant shall comply with all policies governing the use of the District network and technology systems.
8. **NOTIFICATION OF MATERIAL CHANGES IN BUSINESS:** Consultant agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the District of the changes. Consultant also agrees to immediately notify the District of any condition that may jeopardize the scheduled

delivery or fulfillment of Consultant's obligations to the District under this Contract.

9. WARRANTY: Consultant warrants that it has the expertise or has experts available to perform the services set forth in this Agreement in a manner consistent with accepted standards of its profession. It warrants that it will perform said services in a legal manner in conformance with all applicable laws and guidelines.
10. STANDARD OF PERFORMANCE: Consultant shall perform in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California and in compliance with all requirements of this Contract. All products that Consultant delivers to District under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession.

Consultant shall designate a Project Manager as its representative in all matters relating to the Agreement. The Project Manager shall remain in such capacity unless and until he is removed at the request of the District or replaced with the written permission of the District.

11. CERTIFICATE OF COMPLIANCE WITH LABOR CODE 3700: Section 3700 of the Labor Code requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and the Consultant will comply with such provisions before commencing with any work of this Agreement.
12. INTEREST IN AGREEMENT: Consultant covenants that neither it nor any of its employees has an interest in this Agreement which would conflict in any manner or degree with the performance of its services hereunder.
13. NEGLIGENCE: Consultant shall be responsible for performing the work in a safe and skillful manner consistent with generally accepted standards and shall be liable for its own negligence and the negligent acts of its employees. District shall have no right of control over the manner in which the work is done but only as to its outcome and shall not be charged with the responsibility of preventing risk to any of Consultant's employees.
14. INDEMNITY: Consultant shall indemnify, defend, and hold harmless the District, its officers, officials, agents and employees from and against any and all claims, costs, losses and expenses arising out of or in connection with the performance of work or failure to comply with the obligations contained in the Agreement Documents, except such loss or damage which was caused by the active negligence or willful misconduct of the District.
15. INSURANCE REQUIREMENTS: Consultant agrees to have and maintain the policies set forth in Exhibit A entitled "INSURANCE REQUIREMENTS," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the District as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the District. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.
16. SEVERABILITY: If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
17. FACILITIES AND EQUIPMENT: Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for the Consultant to perform services pursuant to this Agreement.
18. LICENSES AND PERMITS: Consultant represents and warrants that Consultant has, and shall maintain at

all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Consultant to practice its profession or fulfill the terms of this Contract, including any required certification issued by the California Secretary of State.

19. MISCELLANEOUS PROVISIONS:

- A. Consultant shall not engage in unlawful employment discrimination.
- B. Information received from the Consultant will be disclosed upon receipt of a request under the California Public Records Act; however, if any information is set apart and clearly marked “trade secret” when provided to the District, the District shall give notice of any request for disclosure. The Consultant shall have five (5) days from the date of notification to enter into an agreement with the District, providing for the defense of, and complete indemnification and reimbursement of all costs incurred by the District in any legal action to compel disclosure of the information. The Consultant shall have sole responsibility for defense of the “trade secret” designation.
- C. This Agreement and its exhibits constitute the entire agreement between the parties relative to the services herein and no modifications shall be effective unless and until such modification is in writing and signed by both parties.
- D. Consultant shall maintain and make available to District accurate records of all its costs and receipts with respect to any work under this Agreement for six months after the final payment under this Agreement.

Exhibit A  
INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subconsultants.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. The general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with a limit of no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. (**Professional Services Contracts ONLY**)

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

**OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

*Additional Insured Status*

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

*Primary Coverage*

For any claims related to this contract, the **Consultant’s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be in excess of the Consultant’s insurance and shall not contribute to it. This requirement shall also apply to any Excess or Umbrella liability policies.

*Umbrella or Excess Policy*

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall

provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant’s primary and excess liability policies are exhausted.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

### ***Waiver of Subrogation***

Consultant hereby grants to the District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$5,000 unless approved in writing by the District. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subConsultant who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The District may deduct from any amounts otherwise due the Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. The District reserves the right to obtain a copy of any policies and endorsements for verification.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the District.

### ***Claims Made Policies***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of ***five (5)*** years after completion of work.

### ***Verification of Coverage***

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause **and a copy of the Declarations and**



**Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Special Risks or Circumstances***

The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverther special circumstance

## SCOPE OF SERVICES

### Wastewater Collection System Hydraulic Model and SECAP Update

Water Works Engineers, LLC (ENGINEER, Consultant, Water Works) shall provide engineering services for South Placer Utility District (SPMUD, DISTRICT, CLIENT) to complete updates to the DISTRICTS's Wastewater Collection System Hydraulic Model. It is our understanding that the DISTRICT owns and maintains a hydraulic model of the collection system. The hydraulic model was last updated by District staff using InfoSewer, a hydraulic modeling software distributed and updated by Innovyze. InfoSewer is an ESRI ArcGIS companion product that was officially discontinued by Autodesk (new owner of Innovyze). Therefore, the hydraulic model must be imported and converted into a new software program.

Autodesk offers InfoWorks ICM as a replacement software for InfoSewer. The DISTRICT prefers a hydraulic modeling software that integrates with ESRI's ArcGIS environment, thus allowing the DISTRICT's GIS, which is updated consistently by DISTRICT staff as new assets are added to the system, to serve as the backbone of the physical model. InfoWorks ICM utilizes a standalone GIS environment that is not native to ESRI's ArcGIS. With this as the basis for commencing the hydraulic model update, ENGINEER and DISTRICT have agreed that the hydraulic model updates contemplated herein will be completed using Aqunuity's AquaTwin Sewer software.

ENGINEER's services under this scope of services will generally include importing and converting the DISTRICT's existing sewer collection system GIS and hydraulic model from InfoSewer (officially discontinued by owner Autodesk) into ENGINEER and DISTRICT selected Aqunuity AquaTwin Sewer software which will keep the hydraulic model in an ArcGIS format for ease of continued maintenance and integration with DISTRICT's GIS data and future consultant use. ENGINEER will use the new model to complete a hydraulic capacity assessment and update the DISTRICT's capacity related capital improvement recommendations to address identified (if any) existing deficiencies and meet future growth needs. ENGINEER will summarize the evaluation and document the work completed by updating the DISTRICT's System Evaluation and Capacity Assurance Plance (SECAP). The general outline of the SECAP will match the DISTRICT's latest SECAP (January 2022) with details therein editing to match the results of these services.

The following provides a brief sub task summary of our work approach.

#### SUBTASK 1: HYDRAULIC MODEL IMPORT, CONVERSION, AND UPDATE

ENGINEER shall use the District's current GIS and InfoSewer wastewater collection system hydraulic model files to update their hydraulic model to Aqunuity AquaTwin Sewer (AT Sewer) software.

ENGINEER shall perform the following tasks to import the DISTRICT's collection system GIS features and convert the DISTRICT's existing sewer collection system hydraulic model from InfoSewer (officially discontinued by new owner Autodesk) into Aqunuity AquaTwin Sewer software. This will provide the DISTRICT an updated hydraulic model in an ArcGIS format for ease of continued maintenance and integration with DISTRICT GIS data and future consultant use.

The considerable effort and process required for this conversion process is something that ENGINEER has also identified for several other collection system clients who have InfoSewer and InfoSWMM. Given the conversion process is similar, Water Works considers this a shared research and development related activity, and as a good faith effort, Water Works proposes a reduced, proportional cost to the DISTRICT for the model import and conversion to realize shared efficiencies. ENGINEER shall execute this hydraulic model update / conversion as follows:

1. Receive from the District their current ArcGIS polylines, nodes and polygons file that represents current wastewater collection system assets. Use this as the initial basis for the initial import of the physical model geometry.
2. Review InfoSewer source hydraulic model files from DISTRICT (ENGINEER received a copy of latest hydraulic model files as part of their ongoing on-call analysis tasks. These model files shall be reviewed with the District to confirm they are the latest and shall be the starting point for this work).
3. Import InfoSewer model into InfoWorks ICM and export into EPA NET SWMM5 compatible files.
4. Convert EPA NET SWMM5 engine files into Aquanuity AquaTwin Sewer (AT Sewer).
5. Identify 3 governing hydraulic scenarios (Existing, Near-Term and Long-Term, with and without Improvements) from the existing modeling scenarios that meets the DISTRICT's goals for the hydraulic assessment:
  - a. Identify an equivalent **EXISTING** conditions peak wet weather flow scenario.
  - b. Identify an equivalent **NEAR-TERM** scenario peak wet weather flow scenario.
  - c. Identify an equivalent **LONG-TERM** scenario peak wet weather flow scenario
  - d. Run each scenario with and without capital improvement projects recommended from the 2022 SECAP and update improvements (if necessary) to relieve modeled capacity limitations.
6. Export hydraulic model load(s) and pattern(s) by junction to spreadsheet and reassign to manhole/node network in AT Sewer.
7. Verify physical model and modify model parameters as necessary to successfully run simulations.
  - a. GIS shall be the starting basis for the physical model, as it is assumed to be the most current representation of the District's system. The physical model features in the hydraulic model will be used to supplement this information where needed (alignment slopes, pipe material, elevations, etc.)
  - b. Existing / Near-Term / Long-Term model loading scenarios shall be used as the starting point for flow loading the model. Where new assets that are in the GIS but not in the available model load files imported from existing InfoSewer model, ENGINEER will develop loading and confirm with DISTRICT these loads are appropriate for new assets added to system since last model update.
  - c. Confirm no missing pipeline, manhole, pump station, forcemain, and outfall attribute information.
8. Verify manhole node assignment.
9. Successfully run hydraulic simulations.

## **SUBTASK 2: System Evaluation and Capacity Assurance Plan (SECAP) Update**

ENGINEER will summarize the evaluation and document the work completed by updating the DISTRICT's System Evaluation and Capacity Assurance Plan (SECAP). The general outline of the SECAP will match the DISTRICT's latest SECAP (January 2022) with details therein editing to match the results of these services. An abbreviated outline of the SECAP sections to be updated are listed below:

1. Introduction / Purpose
2. Project Overview / Approach

3. Model Development / Conversion
4. Capacity Analysis Results
5. Capital Improvement Projects / Capacity Enhancements
6. Appendix / Exhibits

### **Deliverables**

---

- Hydraulic Model Files (source file format)
- SECAP (PDF and source file)

### **ASSUMPTIONS**

The following assumptions have been made in the development of this Scope of Services. Additional Task Orders would be required to perform any of the work which is not listed in this scope or has been specifically identified as out of scope in the assumptions below:

1. Notice To Proceed November 15<sup>th</sup>, 2024 (or earlier)
2. CLIENT review periods of submittals: 10-working days.
3. No updates, modifications, or assessments required to the foundation of the model which includes but is not necessarily limited to:
  - a. Sewer basins (other than those readily imported from GIS features)
  - b. Wastewater generation rates
  - c. Dry weather flow and wet weather flow calibration (load patterns)
  - d. Scenario-specific hydraulic loads (other than new assets)
  - e. Diurnal flow patterns (other than assigning existing patterns to new GIS assets)
  - f. Population/density growth scenarios (other than assigning Long-Term loads to assets that have now been added that were in Long-Term in old model and are now built and existing)
  - g. Inflow and infiltration design storm loading and patterns (other than assigning the I&I loads to new assets)

### **Project Management**

Under each task and subtask, Water Works will monitor and track the project budget and schedule to ensure that all deadlines are met and that the project budget is not exceeded. Water Works will coordinate with the project team to address items such as project schedule, project budget, and current issues of concern. Water Works will also monitor progress and coordinate the activities being performed by all sub-consultants associated with the project and submit monthly progress reports to the DISTRICT. The following will be performed under this subtask:

- 1) Project Communication and Control
- 2) Technical Review and Quality Assurance/Quality Control

## PROJECT SCHEDULE

Based on this Scope of Services, Water Works Engineers estimate completion of the tasks as depicted below. Schedule can and will be updated as needed to meet District requested project implementation and execution schedule.

Estimated Schedule	
Description	Estimated Time / Date
Notice to Proceed (signed Amendment)	November 15 <sup>th</sup> , 2024 (or earlier)
Draft Model Results Workshop	February 28 <sup>th</sup> , 2025
Draft FINAL Model Results & SECAP	April 1 <sup>st</sup> , 2025
Draft FINAL Model Results & TM Workshop	April 15 <sup>th</sup> , 2025
FINAL Model Results & SECAP	April 30 <sup>th</sup> , 2025

## FEE PROPOSAL

ENGINEER proposes to complete the services described herein on a Time and Expense basis not to exceed \$89,801 without written consent from CLIENT and invoiced in accordance with the Hourly Billing Rates table below.

The total budget for each task will be as follows:

Subtask	Title	Budget*
1	Hydraulic Model Import, Conversion, and Update	\$70,280
2	Documentation Technical Memo (TM)	\$19,521
	<b>Total Phase I</b>	<b>\$89,801</b>

\*A detailed fee basis work plan is provided for reference.

Classification	Title	Hourly Rate
AA1	Administrative	\$83
AA2	Senior Administrative	\$117
E0	Jr Engineer / Jr Field Engineer	\$117
E1	Staff Engineer	\$147
E1A	Staff Engineer II	\$165
E2	Associate Engineer	\$180
E2A	Associate Engineer II	\$191
E3	Project Engineer	\$203
E3A	Project Engineer II	\$217
E4	Senior Project Engineer	\$235
E4A	Senior Project Engineer II	\$253
E5	Principal Engineer	\$272
E5A	Principal Engineer II	\$293
I1	Field Inspector	\$135
I1A	Field Inspector II	\$157
I2	Senior Inspector	\$167
I2A	Senior Inspector II	\$177
I3	Supervising Inspector	\$197
I3A	Supervising Inspector II	\$203
T1	CADD Tech 1 (Drafter/Jr. Technician)	\$90
T1A	CADD Tech 1A (Drafter/Jr. Technician II)	\$100
T2	CADD Tech 2 (Designer/Sr. Technician)	\$134
T2A	CADD Tech 2A (Designer/Sr. Technician II)	\$145
T3	CADD Tech 3 (Senior Designer)	\$163
T3A	CADD Tech 3A (Supervising Designer)	\$175

**Notes:**

1. A markup of 10% will be applied to all project related Direct Costs and Expenses.
2. An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services.
3. Rate effective through December 31, 2024. A 3% increase will be added for any services performed in each year thereafter.

**Water Works Engineers Fee Estimate**

Client South Placer Municipality Utility District  
 Project Wastewater Collection System Hydraulic Model Update

Prepared by M. Fisher  
 Date 9/20/2024



*Water Works Engineers*

Classification	Title
AA1	Administrative
E1	Staff Engineer
E3	Project Engineer
E5	Principal Engineer

Year	Subtask 1		Subtask 2	
	2024		2025	
	Hydraulic Model Import, Conversion, and Update		SECAP	
2024	hrs	fee	hrs	fee
<b>Hourly Rate</b>				
	\$83			
	4	\$332	2	\$171
	\$147			
	100	\$14,700	30	\$4,542
	\$203			
	240	\$48,720	46	\$9,618
	\$272			
	24	\$6,528	4	\$1,121
<i>Subtask Totals</i>	368	\$70,280	120	\$19,521

Project Total	
Hours	Fee
<b>488</b>	<b>\$89,801</b>

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STAFF REPORT**

**To:** Board of Directors  
**From:** Emilie Costan, Administrative Services Manager  
**Cc:** Herb Niederberger, General Manager  
**Subject:** Resolution 24-30 Authorizing the General Manager to Execute an Addendum to the Professional Services Agreement with CPS HR Consulting for Human Resource (HR) Services  
**Meeting Date:** November 7, 2024

---

**Overview**

In January 2023, the District Board of Directors adopted Resolution 23-03 authorizing the General Manager to enter into a one-year professional services agreement with CPS HR Consulting with the option to extend for two additional years. The agreement was executed in February 2023, and since that time, CPS HR has supported the District in managing employee relations, investigating employee complaints, reviewing counseling actions of employees, legal compliance, staff training, and other human resource-related duties.

The Agreement with CPS HR provided for up to \$70,000 of spending during the one-year term, of which the District spent \$14,700. The District and CPS HR exercised the option to extend the agreement into year two for up to \$75,000 in spending. During the second-year term of the agreement, there were two large human resources projects, the General Manager executive recruitment which cost \$27,000, and a workplace investigation which cost \$30,000. Both projects required more HR support hours than are typically utilized, which has resulted in the need for an addendum to the existing agreement with CPS HR Consulting.

Staff is recommending that the board increase the maximum spending for the second-year term of the agreement from \$75,000 to \$100,000. No changes are being proposed to any other terms of the existing agreement. If the District and CPS HR exercise the option to extend the agreement to year three, the maximum spending amount will remain at \$80,000. Staff is presenting this resolution to the Board because the agreement exceeds \$50,000, which in accordance with Purchasing Policy 3150, requires Board approval.

**Recommendation**

Staff recommends that the Board of Directors adopt Resolution 24-30, authorizing the General Manager to:

1. Execute the attached addendum to the Professional Services Agreement with CPS HR Consulting for Human Resources Services.
2. Approve the following budget adjustment:
  - a. Increase the Administrative Services Professional Services budget (100-A02-60201) by \$25,000 from \$145,000 to \$170,000.



**Strategic Plan Goals**

This action is consistent with SPMUD Strategic Plan Priorities:

- Prepare for the future and foreseeable emergencies
- Make SPMUD a great place to work

**Related District Ordinances and Policies**

This action complies with the following District Policies

- Policy No. 3150 – Purchasing Policy

**Fiscal Impact**

The total agreement amount in year two shall be increased from \$75,000 to \$100,000. The Administrative Services Professional Services budget will be increased by \$25,000. These additional expenses will be funded by better than anticipated interest income revenues.

**Attachments**

1. Resolution 24-30
2. Addendum to the Professional Services Agreement for Human Resources Services
3. Original Professional Services Agreement for Human Resources Services 2023-0002

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**RESOLUTION 24-30**

**AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN ADDENDUM TO  
THE PROFESSIONAL SERVICES AGREEMENT WITH CPS HR CONSULTING FOR  
HUMAN RESOURCE (HR) SERVICES**

WHEREAS, The South Placer Municipal Utility District (hereinafter “District”) Board of Directors adopted Resolution 23-03 authorizing the General Manager to enter into a one-year professional services agreement with CPS HR Consulting with the option to extend for two additional years, and

WHEREAS, the District does not yet have need for a dedicated, full-time HR employee and there are tasks needed to support employees of the District, and

WHEREAS, the District and CPS HR exercised the option to extend the agreement into year two for up to \$75,000 in spending, and

WHEREAS, CPS HR Consulting recently completed two large human resources projects, the General Manager executive recruitment and a workplace investigation that utilized a large portion of the year two authorized spending, and

WHEREAS, staff is recommending that the board increase the maximum spending for the second-year term of the agreement from \$75,000 to \$100,000, and

WHEREAS, the Board of Directors has approved a budget item in the current budget for Professional Services and staff is recommending that the board increase the Administrative Services Professional Services budget (100-A02-60201) by \$25,000 from \$145,000 to \$170,000, and

WHEREAS, District Policy 3150 – Purchasing, requires Board authorization for the General Manager to approve purchases over \$50,000.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the South Placer Municipal Utility District that the General Manager is authorized to execute the attached Addendum to the Agreement with CPS HR Consulting for human resource support services and increase the Administrative Services Professional Services budget (100-A02-60201) by \$25,000 from \$145,000 to \$170,000.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 7<sup>th</sup> day of November 2024.

Signed:

\_\_\_\_\_

James Durfee, President of the Board of Directors

Attest:

\_\_\_\_\_

Emilie Costan, Board Secretary



South Placer Municipal Utility District
5807 Springview Drive Rocklin, CA 95677

PROFESSIONAL SERVICES AGREEMENT ADDENDUM 1

AGREEMENT TERM: (1) year with option to extend

EXECUTED:

Provide Professional Services for the project known as Human Resource Services.

DISTRICT: South Placer MUD
DISTRICT REPRESENTATIVE:
Emilie Costan, Administrative Services Manager
(916) 786-8555; ecostan@spmud.ca.gov

CONTRACTOR: CPS HR Consulting
CONTRACTOR REPRESENTATIVE:
Melisa Asher, Sr. Practice Leader
(916) 471-3358, masher@cpshr.us

SERVICES:

The not to exceed amount in year two of the agreement shall be increased by \$25,000 from not to exceed \$75,000 to not to exceed \$100,000. All other provisions including any attachments and exhibits to the original agreement remain unchanged.

Name and address of Contractor:

CPS HR Consulting
2450 Del Paso Road, Suite 220
Sacramento, CA 95834

The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

Signature of person authorized to sign:

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

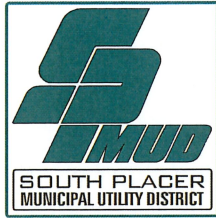
Date: \_\_\_\_\_

NOTICE OF AWARD (This section for District use only)

[ ] You are directed to proceed with the work upon receipt of this award.

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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



## South Placer Municipal Utility District Contract Routing Sheet

Must Accompany ALL Contracts; however, it is NOT part of the contract

### I. GENERAL INFORMATION

Original Contract Number (Supplements Only):		Supplement/Addendum Number:	
Assessor's Parcel Number:		Department:	
		ASD	
Contract Effective Date:	Contract Expiration Date (If Applicable):	Dollar Amount (Not to Exceed):	Adjusted Dollar Amount (+/-):
02/01/2023	01/31/2026	\$225,000	
Other Party:		Project Title:	
CPS HR Consulting		Human Resources Administration	
Board Approval Required:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If YES, meeting Date/Resolution Number:	1/12/23 R23-03

### II. SPECIAL INSTRUCTIONS (Comments, recording, return to other party, etc.)

**ASD USE ONLY BELOW THIS LINE**

Contract Number:	Received Date:
2023-0002	02/01/2023



South Placer Municipal Utility District
5807 Springview Drive Rocklin, CA 95677

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT TERM: (1) year with option to extend

EXECUTED: 2/1/2023

Provide Professional Services for the project know as Human Resource Services.

DISTRICT: South Placer MUD
DISTRICT REPRESENTATIVE:
Emilie Costan, Administrative Services Manager
(916) 786-8555; ecostan@spmud.ca.gov

CONTRACTOR: CPS HR Consulting
CONTRACTOR REPRESENTATIVE:
Melisa Asher, Sr. Practice Leader
(916) 471-3358, masher@cpsshr.us

SERVICES:

The undersigned agrees to complete the work specified in strict accordance with the General Provisions, Scope of Work and Pricing incorporated herein within the time specified in the proposal.

Total year one agreement amount shall not exceed \$70,000, see proposal for hourly rate schedule.
Option to extend for two additional years if agreed upon by both parties. Total agreement amount in year two shall not exceed \$75,000. Total agreement amount in year three shall not exceed \$80,000. The total agreement amount if extended for two one year periods shall not exceed \$225,000.

This includes all applicable taxes and fees. Proof of insurance, as described in the General Provisions, has been provided to the District.

Name and address of Contractor:

CPS HR Consulting
2450 Del Paso Road, Suite 220
Sacramento, CA 95834

The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

Signature of person authorized to sign:

[Handwritten signature of Melissa Asher]

Print Name: Melissa Asher

Title: Senior Leader

Date: February 1, 2023

NOTICE OF AWARD (This section for District use only)

[X] You are directed to proceed with the work upon receipt of this award.

Print Name: HE. Niederberger

Title: General Manager

Signature: [Handwritten signature of HE. Niederberger]

Date: Feb 1, 2023



## GENERAL PROVISIONS

---

1. **SCOPE OF SERVICES:** Contractor shall do all work, attend all meetings, and carry out all activities necessary to complete all services described in the attached proposal included as part of this Agreement. This Agreement and its exhibits, attached or incorporated by reference, shall be known as the “Agreement Documents.” The Contractor enters into this Agreement as an independent contractor and not as an employee of the District.
2. **TIME OF PERFORMANCE:** The Services described in this Contract shall be provided for one year with an option to extend for two additional years. The services are to commence upon execution and receipt of this Agreement and shall be completed in a prompt and timely manner in accordance with the conditions of the Agreement.
3. **COMPENSATION:** Payments shall be paid *monthly* upon completion of services. The District reserves the right to perform any of these services with its own staff or to retain other contractors to perform the services. “Reimbursable Expenses” are limited to actual expenditures of the Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the District. No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal. Contractor is responsible for supplying invoices and all documentation necessary to verify invoices to the District’s satisfaction. Invoices shall be emailed to [ap@spmud.ca.gov](mailto:ap@spmud.ca.gov) or mailed to 5807 Springview Drive, Rocklin, CA 95677.
4. **TERMINATION:** This Agreement may be terminated, without cause, at any time by the District or Contractor upon ten days written notice. Contractor shall be compensated for all services provided for in the Agreement to that date. District shall be entitled to all work created pursuant to the Agreement.
5. **CHANGES:** District or Contractor may request changes to the scope of services to be performed. Such changes must be authorized in advance by the District in writing. Mutually agreed to changes shall be incorporated in written amendments to this Agreement.
6. **PROPERTY OF THE DISTRICT:** It is mutually agreed that all work or materials prepared under this Agreement shall become the property of the District. The District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term “information” means and includes any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Notwithstanding the foregoing Property of the District, Contractor retains all right, title, and interest in and to, all preexisting intellectual property including but not limited to all preexisting training, testing or assessment products, inventions (patentable or otherwise), discoveries, improvements, copyrightable works, survey content, and any other media, materials, or other objects.
7. **CONFIDENTIALITY:** During performance of this Agreement, the contractor may gain access to and use District information. The contractor agrees to protect all District Information and treat it as strictly confidential, and further agrees that they shall at no time, either directly or indirectly, divulge, disclose, or communicate in any manner any District information to any third party without the prior written consent. In addition, the contractor shall comply with all policies governing the use of the District network and technology systems.

8. NOTIFICATION OF MATERIAL CHANGES IN BUSINESS: Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the District of the changes. Contractor also agrees to immediately notify the District of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the District under this Contract.
9. WARRANTY: Contractor warrants that it has the expertise or has experts available to perform the services set forth in this Agreement in a manner consistent with accepted standards of its profession. It warrants that it will perform said services in a legal manner in conformance with all applicable laws and guidelines.
10. STANDARD OF PERFORMANCE: Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to District under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.

Contractor shall designate a Project Manager as its representative in all matters relating to the Agreement. The Project Manager shall remain in such capacity unless and until he is removed at the request of the District or replaced with the written permission of the District.

11. CERTIFICATE OF COMPLIANCE WITH LABOR CODE 3700: Section 3700 of the Labor Code requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and the Contractor will comply with such provisions before commencing with any work of this Agreement.
12. INTEREST IN AGREEMENT: Contractor covenants that neither it nor any of its employees has an interest in this Agreement which would conflict in any manner or degree with the performance of its services hereunder.
13. NEGLIGENCE: Contractor shall be responsible for performing the work in a safe and skillful manner consistent with generally accepted standards and shall be liable for its own negligence and the negligent acts of its employees. District shall have no right of control over the manner in which the work is done but only as to its outcome and shall not be charged with the responsibility of preventing risk to any of Contractor's employees.
14. INDEMNITY: Contractor shall indemnify, defend, and hold harmless the District, its officers, officials, agents and employees from and against any and all claims, costs, losses and expenses arising out of or in connection with the performance of work or failure to comply with the obligations contained in the Agreement Documents, except such loss or damage which was caused by the active negligence or willful misconduct of the District.
15. INSURANCE: Contractor shall not commence with any work before obtaining, and shall maintain in force at all times during the term of this Agreement, the policies of insurance as specified by the District and incorporated herein by this reference.
16. SEVERABILITY: If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.



17. FACILITIES AND EQUIPMENT: Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for the contractor to perform services pursuant to this Agreement.
18. LICENSES AND PERMITS: Contractor represents and warrants that Contractor has and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including any required certification issued by the California Secretary of State.
19. MISCELLANEOUS PROVISIONS:
- A. Contractor shall not engage in unlawful employment discrimination.
  - B. Information received from the contractor will be disclosed upon receipt of a request under the California Public Records Act; however, if any information is set apart and clearly marked "trade secret" when provided to the District, the District shall give notice of any request for disclosure. The contractor shall have five (5) days from the date of notification to enter into an agreement with the District, providing for the defense of, and complete indemnification and reimbursement of all costs incurred by the District in any legal action to compel disclosure of the information. The contractor shall have sole responsibility for defense of the "trade secret" designation.
  - C. This Agreement and its exhibits constitute the entire agreement between the parties relative to the services herein and no modifications shall be effective unless and until such modification is in writing and signed by both parties.
  - D. Contractor shall maintain and make available to District accurate records of all its costs and receipts with respect to any work under this Agreement for six months after the final payment under this Agreement.

## D. Company Information / Qualifications and Experience

---

Cooperative Personnel Services, doing business as CPS HR Consulting, is a national firm and is a governmental Joint Powers Authority (JPA) of the State of California. A JPA is a public agency created pursuant to the Joint Exercise of Powers Act (Government Code 6500 et seq). This Act allows two or more government agencies to establish a new public entity authorized to exercise those powers jointly held. A JPA is an instrumentality of a state or a political subdivision of a state and is not a registered corporation of any state. Cooperative Personnel Services was established under a "Joint Powers Agreement" by the State Personnel Board of the State of California, the counties of Sacramento and Sonoma, the Hayward Unified School District, the City of Anaheim, and the East Bay Municipal Utility District, and its purpose is to provide the opportunity for the joint powers "to discuss, study and solve common or similar problems with respect to modern human resource and related management processes."

CPS HR has been helping public agencies meet their human resource needs *since 1985*. We have a deep bench of experts in a broad array of human resources disciplines, long-term experience providing services within the public sector, and an emphasis on quality and value that can be confirmed by our current and past clients. CPS HR also delivers personalized results-oriented service, utilizing best practice methods and strategies from our team of experts. You will find that:

- ***We are practiced at providing exemplary and responsive service for a variety of HR services.*** CPS HR has held many contracts with local government agencies, so we know how to be responsive to your unique needs. We have the staff, expertise, and resources to provide top-notch professional audit and review services and we are also full-service HR practitioners.
- ***We bring in-depth understanding of all local government operations, programs, and services.*** Our team of experts includes a variety of professionals with the credentials and direct public agency experience necessary to deliver technically accurate content in an innovative and engaging manner.
- ***We have local presence and commitment to maintaining open communications with the District.*** Our project team will focus on integrating with your team and maintaining open communication with your staff to ensure that every activity is completed in a quality manner and adheres to the timeline and budget.

We are committed to meeting the highest professional standards of quality; therefore, team members have been selected for their relevant experience and expertise on HR best practices.

At CPS HR, we pride ourselves in establishing and nurturing long-term relationships with the agencies we serve as we live out our mission of bringing excellence in Human Resources to the public sector. We look forward to the opportunity to work with the District on this important project and continue our partnership into the future.

## Human Resources Consulting Client Examples

CPS HR frequently works with government organizations to assist with day-to-day human resources activities which include but are not limited to recruitment and selection, employee relations, labor relations, maintain personnel records, classification/compensation and providing consultation on human resource related policies and procedures. Some examples include:

- State of California Dept of HR
- Fort Collins Loveland Water Dist., CO
- Marin Housing Auth., San Rafael, CA
- City of San Jose, CA
- City of Novato, CA
- County of Monterey, CA
- City of Union City, CA
- County of Santa Clara, CA
- Douglas County, Castle Rock, CO
- City of Vallejo, CA
- City of Manitou Springs, CO
- City of Carpinteria, CA
- City of Canyon Lake, CA
- San Bernardino Valley Municipal Water District, CA

## Current HR Services Contracts

CPS HR is currently working with the following clients providing as-needed HR support.

- Brazoria Drainage District No. 4, TX
- City of Englewood, CO
- City of Frisco, TX
- City of Hawaiian Gardens, CA
- City of Oakland, CA
- City of Ontario, CA
- City of Rialto, CA
- City of Santa Rosa, CA
- City of Sheridan, CO
- City of Turlock, CA
- Colorado River Fire Rescue, CO
- Contra Costa Community College District, CA
- Contra Costa Youth Services Bureau, CA
- First 5 Mendocino, CA
- Jurupa Area Recreation and Park District, CA
- Las Gallinas Valley Sanitation District, CA

- Linda County Water District, CA
- Nederland Fire Protection District, CO
- Park County, CO
- Town of Eaton, CO
- University of the West, CA
- Ventura County Transportation Commission, CA

Some examples of similar projects are detailed below.

### ***Examples of Similar Work***

#### **City of Turlock, CA**

In Turlock, we have placed a senior consultant and administrative technician to work a combined 30 hours a week both remote and onsite to manage all recruitment and selection activities and day-to-day human resources support for the City. This engagement is current.

#### **City of Santa Rosa, CA**

In Santa Rosa, we placed a principal consultant to work 20 hours a week onsite to handle specific human resources related activities which include but are not limited to general human resource administration, recruitment and selection efforts including public safety, classification and compensation studies, review and/or development of desk manuals related to recruitment and selection processes, review of City's current recruitment and selection processes to include recommendations of best practices.

#### **City of Hawaiian Gardens, CA**

In Hawaiian Gardens, we placed a senior consultant/ to work 30 hours a week of which two days are onsite to manage all for the day-to-day human resources activities which include but are not limited to recruitment and selection, employee relations, benefits administration, and providing consultation on human resource related policies and procedures.

#### **City of Sheridan CO**

In Sheridan, we have placed a consultant to work 30 hours a week both onsite and remote to handle all of the day-to day human resources activities which include, but are not limited to, general human resources administration and records management; manage hiring, onboarding, promotion and separation of employees; handle employee relations and conflict resolution; review compensation and benefits package; administer leave policies; performance management; administer worker's compensation; ensure employee handbook is current; and administer and interpret personnel policies. This engagement is current and has been in place since 2018.



## Key Personnel

### **Project Manager**

We have assembled a strong project team, with each member selected for his/her specific expertise, experience working in the public sector, and professionalism. We have selected **Ms. Christina Batorski Peacock** to be the Project Manager for this assignment because of her strong project management skills. She will serve as the main point of contact for the District coordinating all aspects of the project including the project staff, finalizing project plans and deliverables, organizing and securing resources, managing communications, monitoring project progress, resolving any problems, and ensure timely and successful completion of the engagement.

Ms. Peacock has over 20 years of professional and management experience in public sector Human Resources, including experience in the areas of employee recruitment and selection, compliance, labor relations, test administration, employee relations, and policy development. Specifically, Ms. Peacock worked directly on recruitment efforts for entry-level Police Officer and entry-level Firefighter as well as sworn and uniform promotional recruitments with the City of Chicago for over 10 years.

### **Account Manager**

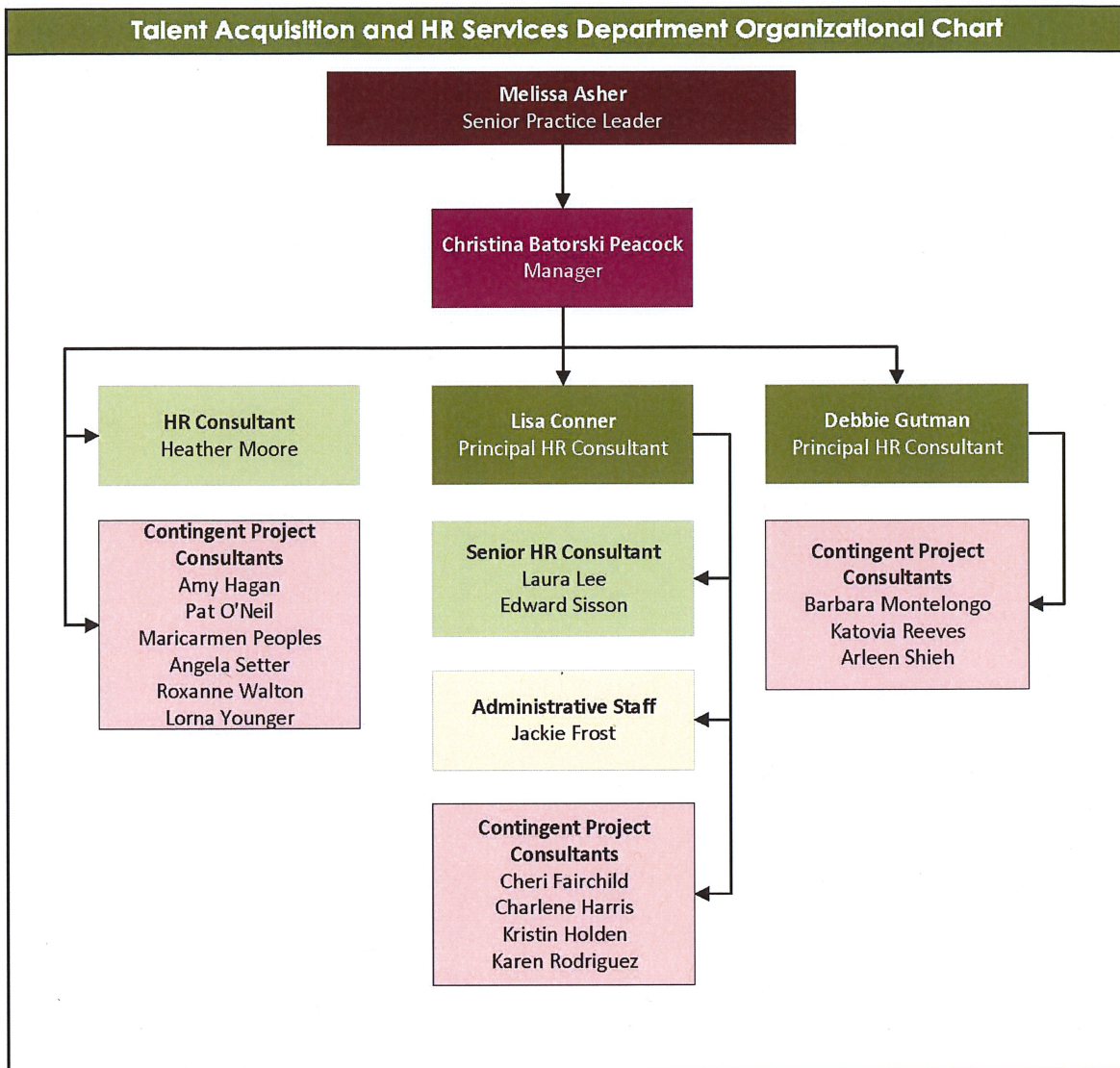
**Ms. Tiffany Bose** will serve as Account Manager and Local Client Liaison. Ms. Bose is a Project Consultant with CPS HR Consulting with 20 years of human resources experience and provides comprehensive solutions to employers, to successfully manage the interconnected role of human resources with the rest of the organization.

She is a known authority in her field and has worked for a university, special districts, and municipal and county governments with direct involvement in major human resources initiatives. Ms. Bose served in various roles from manager to Director of Human Resources for the cities of Huntington Beach, Avalon, Artesia, Industry, Moreno Valley, County of Riverside, and the University of Redlands.

### **Project Team**

The specific project team will be based on team member availability and expertise at the time of contract execution. We have included an organizational chart of the team that will be supporting this scope of work.

All our project staff have extensive experience working with public agencies and are skilled in using programs in the Microsoft Office Suite.



## Investigators

In the event the District requests a workplace investigation to be conducted, CPS HR will assign an investigator. Investigator biographies are included below.

### **Alexander Collins, Jr. - California State Bar No. 216454**

Mr. Collins is an Investigator with CPS HR Consulting and has conducted investigations or inquiries regarding hostile work environment, sexual harassment, discrimination, retaliation, ADA, employee relations, and workplace accidents. In addition, Mr. Collins does quality control reviews of investigation reports prepared by other investigators. Mr. Collins is a partner at Collins, Ritchie & Ervin, LLP in Sacramento, California, and has practiced employment law since he became an attorney in 2001. For part of that time, Mr. Collins served as in-house counsel and provided employment guidance in that capacity.

Mr. Collins has represented employer clients regarding wrongful termination, hostile work environment, harassment, discrimination, compensation, leaves of absence, unemployment insurance appeals, workplace safety violations, and workers compensation discrimination claims. Mr. Collins has also assisted clients in the review and/or drafting of employee handbooks, non-competition agreements, employment agreements, and trade secret agreements.

**Jeffrey D. Fulton - California State Bar No. 206466**

Mr. Fulton is an Investigator with CPS HR Consulting. He has been a practicing attorney for over 18 years and has extensive experience in litigating and providing advice and counsel in the areas of discrimination (age, race, pregnancy, disability, protected activity retaliation), sexual harassment and assault in the workplace, whistleblower retaliation, wage and hour matters (wage and overtime claims, meal and rest break issues, misclassification), workplace safety/violence, wrongful termination, and leaves of absence under the Family Medical Leave Act and California Family Rights Act. Mr. Fulton has conducted workplace investigations involving nearly all types of complaints, including complex investigations with numerous complainants, respondents, and witnesses.

**L. Katrina Meek - Private Investigator's License No. 22652**

Ms. Meek has 30 years of public sector experience in professional human resources management. Her skills include professional licensed investigations of alleged sexual and other protected class harassment, EEO/ADA discrimination, workplace violence, retaliation and other employment related misconduct issues including complaints involving sworn officers covered by the (POBR), Police Officer Bill of Rights, and investigations of high-level managers including agency and department directors. Ms. Meek performs senior level reviews of the investigation reports completed by other investigators. She has expertise in policy development, safety, labor relations, union negotiations, and classification protocols. She has conducted reorganizational studies and developed and revised class specifications. She has assisted employers and appeared at unemployment insurance appeals hearings and has conducted organizational analyses, succession planning studies, and pre-employment background investigations for both sworn officers and non-sworn candidates.



## E. Work Plan and Schedule

---

### Our Understanding of the Scope of Work

We understand that the District desires to provide their employees with highly competent, customer-focused, efficient, and effective human resources support. Given the size of the organization and the dynamic industry the District is engaged in, it makes sense to partner with a full-service HR firm like CPS HR Consulting, which can provide the full range of HR services as needed and on-demand. Having a dedicated, assigned HR professional will ensure that everything from benefits questions and open enrollment through more complex employee relations complaints or the latest policy interpretation and implementation are taken care of quickly and effectively. This will provide the District with the confidence that your HR matters are dealt with properly, reducing liability for the organization and giving employees the tools and resources to be an engaged workforce. This option is also very cost effective in that the service level will fluctuate based on the demand, helping the organization ensure its investment is at the appropriate level.

### Our Approach and Methodology for Services

#### **Conceptual Plan**

CPS HR believes that building a solid foundation for human resource management will best support an organization's efforts to achieve its mission and goals. We view the human resources function as a systems model that integrates success factors and best practices across the human resources span of control, while aligning with the external and internal factors that support the business. The use of this systems approach eliminates or mitigates the unintended consequences of making decisions which place human resources programs in silos, rather than on a continuum.

We view our clients as our business partners; our goal is to form strong and collaborative partnerships with our clients to assist them in achieving their missions. It is through such partnerships that CPS HR achieves our own mission to promote human resource excellence in the public sector.

#### **HR On Demand Services**

#### **Interim HR Placement and HR Consultation**

Our approach includes providing human resources expertise, advice, and consultation to ensure appropriate research, analysis, and professional HR guidance are utilized for all assigned duties and responsibilities. These duties would include hands-on delivery of HR services as well as providing best practice recommendations and assistance with implementation in the requested service areas.



CPS HR staff assigned would work remotely via phone, email, and video conferencing. CPS HR Staff will respond to emails within 24 hours and will be available for up to 10 hours a week to provide the services within this scope of work. We can assist with a specific project or provide operational or strategic HR consultation to support the day-to-day HR function as needed and on-demand. We will comply with any confidentiality and system requirements the District has determined are necessary to maintain the integrity and confidentiality of its data.

**HR Support and Consultation:** CPS HR will provide the District with HR support and consultation in these primary areas, with some typical tasks listed below:

- *HR Administrative Services (policy development and review, compliance audits, etc.)*
  - Assist with the review and interpretation of current, revised, and/or new HR-related laws, policies, and/or procedures
  - Write new policies, as needed or requested
  - Periodically audit HR records and practices for compliance
  - Recommend best practices for ongoing compliance
- *Employee Relations & Labor Relations (investigations, mediation, complaints, grievances, etc.)*
  - Provide advice, counsel, recommendations, and training to ensure a positive and productive work environment
  - Provide direction for employee related matters such as time-off, medical leave, formal and informal employee complaints, discipline, termination of employees, and unemployment
  - Prepare and implement strategies to prevent and resolve employee problems or disputes
  - Provide mediation or investigative services, if needed
  - Ensure compliance with MOUs or other bargaining agreements
  - Policy creation relative to MOUs
  - Respond to grievances
  - Union communications
- *Review of Counseling Actions and Progressive Discipline*
  - Review and understand District's current progressive discipline process
  - Recommend revisions, if needed, based on best practices
  - Provide training and support to supervisors/managers
  - Participate in progressive discipline meetings and review relevant communication
  - Field questions from managers/supervisors and employees

■ *Exit Interviews*

- Review and understand District's Exit Interview process
- Recommend revisions, if needed, based on best practices
- Conduct exit interviews with employee's leaving the District in a timely manner
- Provide feedback to District stakeholders on any relevant items shared during the exit interviews.

■ *Benefit Consultations*

- Field employee questions
- Process benefit enrollments, changes, and terminations
- Work with third party providers
- Assist with open enrollment activities

■ *Reasonable Accommodations (ADA & EEOC)*

- Receive and review accommodation requests from District employees
- Analyze information provided to determine if accommodation can be granted
- Provide District employee with response to approve or deny accommodation request
- Field questions and provide training, as needed

■ *Leave Administration*

- Receive and review leave requests from District employees.
- Evaluate information provided to ensure completion and compliance
- Provide District employee with response to approve or deny leave request
- Track leaves and provide report, as needed, on active leaves
- Field questions and provide training, as needed

■ *Annual HR Related Training for Employees*

- Review the District's current annual training guidelines to ensure compliance and make adjustments, as needed
- Facilitate the scheduling of District employees for required annual training and ensure completion of training by each employee
- Generate reports to reflect status of training completed

■ *Organizational & Employee Development*

- Collaborate with District supervisors to identify gaps in employee's skill sets and/or career progression opportunities
- Define expectations, review desired courses, discuss goals and learning objectives, and discuss timeline and schedules
- Ensure courses meet learning objectives, are current, easy to navigate and use
- Identify tentative schedule of classes or other services
- Deliver program
- Class completion activities (i.e., evaluation, certificates)
- Ongoing follow-up/updates as needed

■ *Diversity & Inclusion*

- Education and Training
- Action Planning, Facilitation/Implementation Services
- Leadership Strategies
- Team Development
- Consulting Services

■ *Special Projects*

- Specific tasks will be finalized with the District once special request is received

## F. Fee Schedule

---

CPS HR is proposing the level, description, and rates below with the assumption that services will be provided remotely, unless there is an occasional need for the consultant to be onsite (reimbursable expenses will apply). CPS HR would consider this a time and materials contract and would only bill for actual hours worked on a monthly basis. The District can determine which level and amount of service is needed per week.

To begin, we **would propose a not-to-exceed amount of \$35,000** which would equate to about 260 hours at the Senior HR Consultant level assuming 10 hours a week beginning in January of 2023 through June 30, 2023.

### Professional Consulting Services Hourly Rates\*:

Service and Staff	Consulting Price
<b>HR Consulting or DEI Consulting</b>	\$145 - \$185 per hour
Investigator	\$185 per hour
Principal HR Consultant/Project Manager	\$140 per hour
Senior HR Consultant	\$135 per hour
HR Consultant	\$125 per hour
HR Technician	\$95 per hour

### Reimbursable Expenses

Actual out-of-pocket reimbursable expenses for such items as advertising, printing/copying, postage/delivery charges, and related fees, if paid by CPS HR, will be billed directly to the District for actual expenses incurred.



**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STAFF REPORT**

**To:** Board of Directors

**From:** Herb Niederberger, General Manager

**Cc:** Carie Huff, District Engineer  
Eric Nielsen, Superintendent  
Emilie Costan, Administrative Services Manager

**Subject:** Ordinance No. 24-01 - An Ordinance Revising the District Sewer Code

**Meeting Date:** November 7, 2024

---

**Overview**

The South Placer Municipal Utility District adopted Ordinance 18-01 on May 3, 2018, creating the South Placer Municipal Utility District Sewer Code (“Sewer Code”). The Sewer Code compiled the District’s ordinances into one document and reference location, making the laws of the District more accessible, readable, and understandable to those persons governed by such laws, and by those persons administering such laws on behalf of the District. From time to time, the District can modify the Sewer Code and incorporate such changes in subsequent Ordinances.

In efforts to standardize the language and definitions, apply more consistent formatting and organization, and add language regarding easement requirements, changes have been proposed for all chapters of the Sewer Code, and definitions have been moved and standardized into a newly created Appendix A. Changes proposed are as follows:

Chapter 1 General Provisions: Updates have been made to apply consistent formatting, organization, and language, and definitions have been removed.

Chapter 2 Sewer Use: Updates have been made to apply consistent formatting, organization, and language, and definitions have been removed. Additional language regarding Government Code 66013 and easement requirements has been included.

Chapter 3 Fats, Oils, and Grease: Updates have been made to apply consistent formatting, organization, and language, and definitions have been removed.

Chapter 4 Credit and Reimbursement Agreements: Updates have been made to apply consistent formatting, organization, and language, and definitions have been removed. The maximum term of reimbursement agreements has been updated.

Chapter 5 Encroachments on District Easements and Rights of Way: Updates have been made to apply consistent formatting, organization, and language, and definitions have been removed. Additional clarifying language regarding encroachments has been added.

Appendix A - Definitions: Newly created section with standardized definitions that were previously found in individual Chapters of the Sewer Code.

The Policy and Ordinance Advisory Committee met on October 10, 2024, to discuss the proposed changes to the Sewer Code. The Advisory Committee recommended that the revisions be incorporated into an Ordinance to be brought before the Board of Directors for consideration. Redlined versions of each chapter containing text insertions and deletions as well as clean versions have been attached to the Board report. All formatting changes in the redlined version were accepted to condense the length of this report and highlight the substantive changes.

### **Recommendation**

Staff recommends that the Board of Directors:

1. Waive the full reading of the proposed Ordinance No. 24-01
2. Introduce Ordinance No. 24-01 - An Ordinance Revising District the Sewer Code.
3. Conduct a Public Hearing and consider all testimony regarding said revisions.
4. Close the Public Hearing and schedule the 2<sup>nd</sup> reading and adoption for the next regularly scheduled meeting of the Board of Directors on December 5, 2024.

### **Strategic Plan Priorities**

- Maintain an excellent regulatory compliance record
- Prepare for the future and foreseeable emergencies
- Leverage existing and applicable technologies to improve efficiencies
- Provide exceptional value for the cost of sewer service

### **Related District Ordinances and Policies**

District Sewer Code

### **Fiscal Impact**

There is no direct fiscal impact associated with the adoption of this Ordinance.

### **Attachments**

1. Ordinance No. 24-01 – An Ordinance Revising the District Sewer Code
2. Chapter 1 – Redline
3. Chapter 1 – Final
4. Chapter 2 – Redline
5. Chapter 2 – Final
6. Chapter 3 – Redline
7. Chapter 3 – Final
8. Chapter 4 – Redline
9. Chapter 4 – Final
10. Chapter 5 – Redline
11. Chapter 5 – Final
12. Appendix A – Redline
13. Appendix A – Final

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**ORDINANCE NO. 24-01**

**AN ORDINANCE REVISING THE DISTRICT SEWER CODE**

**BE IT ENACTED BY THE BOARD OF DIRECTORS OF THE SOUTH PLACER MUNICIPAL UTILITY DISTRICT AS FOLLOWS:**

SECTION 1

WHEREAS, the South Placer Municipal Utility District was formed and organized under the Municipal Utility District Act (the “MUD Act”) of the State of California (California Public Utilities Code Section 11501 et seq.), and is responsible for the collection and treatment of wastewater within its service area; and

WHEREAS, on May 3, 2018, the District adopted Ordinance 18-01 creating the South Placer Municipal Utility District Sewer Code (the “Sewer Code”). The Sewer Code compiled the District’s ordinances into one document and reference location, making the laws of the District more accessible, readable, and understandable to those persons governed by such laws, and by those persons administering such laws on behalf of the District; and

WHEREAS, from time to time, the District can modify the Sewer Code and incorporate such changes by subsequent Ordinance; and

WHEREAS, in the efforts of standardizing language and definitions, applying more consistent formatting and organization, adding additional and qualifying language regarding charges, easements, and encroachments, and updating reimbursement agreement term lengths, the District has made revisions to all Chapters of the Sewer Code and has created Appendix A – Definitions; and

WHEREAS, the Policy and Ordinance Advisory Committee met on October 10, 2024, to discuss the proposed changes to the Sewer Code and recommended that the revisions be incorporated into an ordinance to be brought before the Board of Directors for consideration; and

WHEREAS, on November 7, 2024, and December 4, 2024, the Board conducted hearings on this ordinance to consider public testimony prior to its adoption.

NOW, THEREFORE, BE IT ENACTED BY THE BOARD OF DIRECTORS OF THE SOUTH PLACER MUNICIPAL UTILITY DISTRICT AS FOLLOWS:

SECTION 2

The Sewer Code is hereby amended in accordance with the Attachment hereto.

SECTION 3

This Ordinance shall go into effect on December 5, 2024.

SECTION 4

This Ordinance was introduced at a meeting of the Board of Directors held on the 7th Day of November 2024.

SECTION 5

Upon final passage, this Ordinance, or a summary of this Ordinance, shall be published once a week for two successive weeks in a newspaper of general circulation within the District, pursuant to the provisions of Sections 11534 and 11910 of the California Public Utilities Code.



PASSED AND ADOPTED at a regular meeting of the Board of Directors of the South Placer Municipal Utility District on this 5<sup>th</sup> day of December 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

Signed: \_\_\_\_\_

James Durfee, President of the Board of Directors

ATTEST:

\_\_\_\_\_  
Emilie Costan, Board Secretary

# South Placer Municipal Utility District Code

## CHAPTER 1 GENERAL PROVISIONS

<b>CHAPTER 1.00 GENERAL .....</b>	<b>3</b>
<b>CHAPTER 1.01 DEFINITIONS .....</b>	<b>3</b>
<b>CHAPTER 1.05 CODE ADOPTION.....</b>	<b>3</b>
1.05.010 Code Adopted - Effective Day.....	3
1.05.015 Purpose of Codification .....	3
1.05.020 Title - Citation - Reference.....	3
1.05.030 Repeal.....	4
1.05.040 Continuity of Provisions.....	4
1.05.050 Actions and Proceedings Continued .....	4
1.05.060 Licenses and Permits Continued.....	4
1.05.070 Reference .....	4
1.05.080 Delegation.....	4
1.05.090 Interpretation.....	5
1.05.100 Applicability of Chapter.....	5
1.05.110 Title, Chapter, and Section Headings .....	5
1.05.130 Severability.....	5
1.05.140 Application to Government Agencies.....	5
1.05.150 Time of Day.....	5
1.05.160 Liability.....	5
<b>CHAPTER 1.10 JUDICIAL REVIEW OF DISTRICT DECISIONS .....</b>	<b>6</b>
1.10.010 State Law Applicable.....	6
1.10.020 Judicial Review - 90-Day Limit.....	6
1.10.030 Record Preparation - Costs.....	6
1.10.040 Notice.....	7
<b>CHAPTER 1.15 ADMINISTRATION.....</b>	<b>7</b>
1.15.010 Appeals.....	7
1.15.020 Appeal Fee .....	7
1.15.030 Appeal Hearings .....	8

1.15.040 Actions on Appeals .....	8
1.15.050 Notices .....	9
1.15.060 Changes in Construction Contracts .....	9
<b>CHAPTER 1.20 VOTING BY THE BOARD OF DIRECTORS .....</b>	<b>9</b>
1.20.010 Voting by the Board of Directors .....	9
<b>CHAPTER 1.25 ENFORCEMENT .....</b>	<b>10</b>
1.25.005 Responsibility .....	10
1.25.010 Violations .....	10
1.25.020 Administrative Penalty .....	11
1.25.030 Administrative Penalty Amounts .....	11

## CHAPTER 1 GENERAL PROVISIONS

### CHAPTER 1.00 GENERAL

- A. This chapter in whole or in part is based on excerpts from Ordinances 09-01, 09-02, 15-01, 15-03, 17-01 and 17-03 adopted by the Board of Directors, and shall govern the use of public and private sewers, and shall establish the rules and regulations for service and services rendered by the District.

### CHAPTER 1.01 DEFINITIONS

- ~~A. Appendix A of this Code, titled "Definitions" shall give meaning to the words and phrases As used in this Code, or any Chapter of this Code, the following words and phrases shall have the meaning given in this chapter.~~

### CHAPTER 1.05 CODE ADOPTION

#### 1.05.010 Code Adopted - Effective Day

- A. This Code, as compiled from the ordinances of the South Placer Municipal Utility District, is the official code of the District. This Code shall take effect on the first day of the month following adoption. This Code shall be applicable and controlling with respect to all subjects included in this Code in lieu of all ordinances ~~which that~~ are superseded and replaced by this Code. Three (3) copies of this Code shall be permanently retained on file with the Secretary of the Board of Directors for use and examination by the public.

#### 1.05.015 Purpose of Codification

- A. The purpose of this Code is to compile in one document and place, the ordinances of the South Placer Municipal Utility District. Such compilation will make the laws of the District more accessible, readable and understandable to those persons governed by such laws, and by those persons administering such laws.

#### 1.05.020 Title - Citation - Reference

- A. This Code shall be known as the "South Placer Municipal Utility District Sewer Code." It shall be sufficient to refer to this Code as the "South Placer Municipal Utility District Code" in any prosecution for violation of any provision of this Code in any proceeding at law or equity. It shall be sufficient to designate any

ordinance adding to, amending, correcting, or repealing all/or any part of this Code as an addition to, amendment to, correction of, or repeal of the "South Placer Municipal Utility District Code." References to this Code may be to the titles, chapters, sections, and subsections of the "South Placer Municipal Utility District Code" and such reference shall apply to that numbered title, chapter, section, or subsection as it appears in this Code.

#### **1.05.030 Repeal**

- A. This Code consists of all ordinances of the South Placer Municipal Utility District and the following ordinances are hereby repealed as of the effective date of this Code: Ordinances 09-01, 09-02, 15-01, 15-03, 17-01 and 17-04.

#### **1.05.040 Continuity of Provisions**

- A. The provisions of this Code, insofar as they are substantially the same as previously existing ordinance provisions relating to the same subject matter, shall be construed as restatements and continuations thereof and not as new enactments.

#### **1.05.050 Actions and Proceedings Continued**

- A. No actions or proceedings commenced before this Code takes effect, and no right accrued, is affected by the provisions of this Code, but all procedures thereafter taken shall conform to the provisions of this Code so far as possible.

#### **1.05.060 Licenses and Permits Continued**

- A. Any rights given by license, permit, or certificate under any ordinance repealed by this Code are not affected by the enactment of this Code or by such repeal; but such rights shall hereafter be exercised according to this Code.

#### **1.05.070 Reference**

- A. Whenever reference is made to any portion of this Code or of any other laws of the ~~State, District~~ or District, the reference applies to all amendments and additions now or hereafter made.

#### **1.05.080 Delegation**

- A. Whenever, by this Code, a power is granted to a public officer or a duty is imposed upon a public officer, the power may be exercised, or the duty performed by a deputy of the officer or by a person authorized pursuant to law by the officer, unless expressly provided otherwise by this Code.

### **1.05.090 Interpretation**

- A. In their interpretation and application, the provisions of this Code shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by State statutes.

### **1.05.100 Applicability of Chapter**

- A. Unless the provision or the context otherwise requires, the general provisions, rules of construction, and definitions set forth in this chapter shall govern the construction of this Code.

### **1.05.110 Title, Chapter, and Section Headings**

- A. Title, chapter, and section headings do not govern, limit, modify, or in any way affect the scope, meaning, or intent of the provisions of any title, chapter, or section.

### **1.05.130 Severability**

- A. If any title, chapter, section, subdivision, sentence, clause, phrase, or provision of this Code, or the application thereof, to any person or circumstances, is held to be unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Code, or the application of such provisions to other persons or circumstances shall not be affected thereby.

### **1.05.140 Application to Government Agencies**

- A. The provisions of this Code shall apply to all government agencies, their officers, employees, or agents, to the extent authorized by law.

### **1.05.150 Time of Day**

- A. Whenever a certain hour or time of day is specified in this Code, such hour or time shall be Pacific Standard Time or Pacific Daylight Savings Time, whichever is in current use in the District.

### **1.05.160 Liability**

- A. No provision of this Code shall be construed as imposing upon the District any liability or responsibility for personal injury or property damage resulting from any activity or condition, ~~which~~ ~~that~~ arises or exists by virtue of any provision or requirement of this Code, including construction, installation, or repair of any facility, equipment or property, or from any defect therein; nor shall the District or any officer or employee thereof be held as assuming any liability or responsibility by reason of any inspection authorized herein.

## CHAPTER 1.10 JUDICIAL REVIEW OF DISTRICT DECISIONS

### 1.10.010 State Law Applicable

- A. Pursuant to the provisions of Section 1094.6 of the Code of Civil Procedure, the provisions of said section are made applicable to the decisions of the Board of Directors of the South Placer Municipal Utility District, and to the decisions of all other commissions, boards, officers, and agents of the South Placer Municipal Utility District, except where a limitation of actions is otherwise provided by this Code.

### 1.10.020 Judicial Review - 90-Day Limit

- A. Judicial review of any decision subject to the provisions of this ~~C~~chapter and the Code of Civil Procedure Section 1094.6 may be had only if the Petition for Judicial Review is filed within ninety (90) days after the decision becomes final; provided, that pursuant to the provisions of Section 1094.6(d) of the Code of Civil Procedure, if the petitioner files a request for the record within ten (10) days after the date the decision becomes final, the time within which a petition for judicial review may be filed shall be extended to not later than the thirtieth (30<sup>th</sup>) day following the date on which the record is either personally delivered or mailed to the petitioner or their~~his~~ attorney of record, if ~~he~~they ~~have~~es one.

### 1.10.030 Record Preparation - Costs

- A. As provided in the Code of Civil Procedure Section 1094.6, any person who requests preparation of the administrative record shall be responsible for the payment of the actual costs of transcribing or otherwise preparing the record. Actual costs shall include, but not be limited to: the salary and fringe benefit rates of pay by the District or District personnel for time consumed in typing a transcript and reproducing, assembling, and compiling the transcript and exhibits; the unit cost (including pro-rated rental) of equipment utilized in reproduction; the cost of materials and supplies; and the cost to the District of having a transcript typed when testimony has been recorded by a court reporter. Each board, commission, officer, employee, or agent whose decision will be subject to the limitations established by this ~~C~~chapter, may, from time to time, by resolution in the case of such boards and commissions and by written order in the case of such officers, employees, and agents, determine and promulgate unit costs of preparing the record.
- B. Before commencing preparation of a transcript or other record, the officer or employee responsible for preparation shall estimate the actual total cost.

Preparation of the record shall not be commenced until the person requesting preparation of the record has deposited the full amount of the cost estimate.

- C. If the deposit exceeds the actual costs, the difference shall be refunded. If the actual cost exceeds the estimate, the difference shall be paid when the record is delivered.
- D. The limitations of action, shall not be extended pursuant to the provision of Section 1094.6(d)- of the Code of Civil Procedures or Section 1.10.020 of this Code, beyond ninety (90) days after the decision becomes final, unless the petitioner deposits pursuant to the provisions of Subsection B-(b) of this Section, the estimated actual total cost of preparing the transcript within ten (10) calendar days after they haves been furnished with the written estimate of such cost.

#### 1.10.040 Notice

- A. Every written decision or notice thereof to which the provisions of this eChapter and Section 1094.6 of the Code of Civil Procedure apply, shall refer to and be accompanied, by attachment, by a copy of the provisions of this Cchapter.

### CHAPTER 1.15 ADMINISTRATION

#### 1.15.010 Appeals

- A. Unless otherwise expressly provided, if the applicant for any permit authorized or required by any title to this Code, the permittee, or other persons are dissatisfied with any determination made by the District-General Manager, or other officers or agents of the South Placer Municipal Utility District, regarding the interpretation or implementation of the provisions contained in any title to this Code, such person may appeal to the Board of Directors. Any such appeal shall be in writing, shall state the specific reasons therefore and grounds asserted for relief, and shall be filed with the Secretary of the Board of Directors not later than twenty (20) calendar days after the date of the action being appealed. If an appeal is not filed within the time or in the manner prescribed above, the right to review of the action against which the complaint is made shall be deemed to have been waived.

#### 1.15.020 Appeal Fee

- A. The Board of Directors shall-may by resolution adopt and, from time to time, amend a fee for the filing of appeals. Such fee shall be for the sole purpose of defraying costs incurred for the administration of appeals. The fee for an appeal shall be paid at the time of and with the filing of an appeal. No appeal shall be deemed valid unless the prescribed fee has been paid.



### 1.15.030 Appeal Hearings

- A. Immediately upon receipt of any Notice of Appeal filed within the said twenty (20) calendar day period, the Secretary of the Board of Directors shall mail copies thereof to each member of the Board of Directors.
  
- B. Not later than the next regularly scheduled meeting following thirty (30) calendar days after the date of filing an appeal within the time and in the manner prescribed by Section 1.15.010 of this Code, the Board of Directors shall either:
  1. Conduct a hearing for the purpose of determining whether the appeal should be granted. Written notice of the time, date, and place of the hearing shall be served upon the ~~District~~ General Manager and the officer or agent whose determination is the subject of the appeal, the applicant or permittee, and the appellant not later than ten days preceding the date of the hearing; or
  2. Hear the appeal or set a time convenient to the Board ~~of~~ for the hearing of such appeal.
  
- C. The aggrieved or appealing party, or ~~his~~ their authorized representative, shall be personally present at the hearing of such appeal and failure of said aggrieved party or ~~his~~ their authorized representative to appear at said hearing shall constitute sufficient grounds to affirm the decision of the General Manager.

### 1.15.040 Actions on Appeals

- A. The Board of Directors shall review the entire proceeding or proceedings relating to the act or decision being appealed, de novo, and may make any order it deems just and equitable, including the granting of any permit authorized or required by any title to this Code. Any hearing may be continued from time to time.
  
- B. At the conclusion of the hearing, the Board of Directors shall prepare a written decision ~~which~~ that either grants or denies the appeal and contains findings of fact and conclusions. The written decision, including a copy thereof, shall be filed with the Secretary of the Board of Directors. The Secretary of the Board of Directors shall serve such decision on the applicant or permittee, the appellant, and the ~~District~~ General Manager. The decision of the Board of Directors shall become final upon the date of filing and service of the written decision with respect to any appeal.

### 1.15.050 Notices

- A. All notices for public hearing shall be in conformance with Public Utility Code Section 14401, et seq, and Government Code Section 6060, et seq, unless otherwise specified.
- B. Except as otherwise specifically set forth, any notice authorized or required by this Code shall be deemed to have been filed, served, and effective for all purposes on the date when it is personally delivered in writing to the party to whom it is directed or deposited in the United States mail, first-class postage prepaid, and addressed to the party to whom it is directed.
- C. Except as otherwise specifically set forth, whenever a provision in this Code requires a public hearing to be conducted, notice of the time, date, place, and purpose of the hearing shall be published at least once not later than ten (10) calendar days in advance of the date of commencement of the hearing in a newspaper of general circulation which is published within the District. The same type of notice shall also be served on each permittee whose permit may be affected by the action taken at the conclusion of the hearing.

### 1.15.060 Changes in Construction Contracts

- A. The ~~District~~ General Manager or ~~his~~ their designee is hereby authorized on behalf of, and in the name of, the District to order changes, alterations, or additions of work being performed under construction contracts, and execute and authorize payment of such orders in accordance with the provisions of the Public Contract Code, Section 20142. Change ~~o~~ Orders issued and executed pursuant to the authority conferred by this Section shall be in accordance with the monetary limits stated in the Public Contract Code, Section 20142.

## CHAPTER 1.20 VOTING BY THE BOARD OF DIRECTORS

### 1.20.010 Voting by the Board of Directors

- A. If action by the Board of Directors is a tie vote on any matter, whether or not the matter is before the Board on appeal, the Board may, following the tie vote, and in advance of adjournment of the meeting during which the tie vote occurred, continue the matter for further consideration and determination to a time and date certain not later than thirty (30) calendar days following the date on which the tie vote occurred. If the matter is not continued for further consideration and determination in the manner specified above, such tie vote shall be deemed to constitute a denial or disapproval effective on the date the tie vote occurs of the matter (and in the case of an appeal, denial of the action requested by the application, as distinguished from denial of the appeal), and such action shall be

deemed to be final and not subject to reconsideration. If during the meeting to which consideration and determination is continued pursuant to this section, another tie vote occurs, the matter shall, effective on the date of such continued meeting, be deemed denied in the manner described above and the action shall be deemed to be final in the manner prescribed above. During the meeting to which consideration and determination is continued pursuant to this section, no new or additional evidence shall be received or considered unless any public hearing required by law has been reopened and any notice thereof required by law has been given.

## **CHAPTER 1.25 ENFORCEMENT**

### **1.25.005 Responsibility**

- A. The ~~District~~ General Manager is charged with enforcement of this Code and with the coordination of all District and District officials and departments in order to achieve its purpose. The ~~District~~ General Manager may take such other steps and may apply to such court or courts as have jurisdiction to grant relief as will abate and restrain and enjoin any person from taking any action contrary to the provisions of this Code.

### **1.25.010 Violations**

- A. Violating any provision contained in this Code is an infraction.
- B. Violating any provision of this Code following a violation notice from the District General Manager shall constitute a misdemeanor, and upon conviction, the violating person may be punished by a fine up to \$1,000 or imprisonment in the County jail for up to six (6) months, or both.
- C. Violating any provision of this Code constituting unauthorized use of District facilities is a public nuisance.
- D. Any violation of this Code may be remedied by injunction or other civil proceeding pursuant to direction by the Board of Directors.
- E. Violating any provision of this Code shall be subject to an administrative penalty as set forth in this Chapter.
- F. Each person commits a separate offense each and every day during any portion of which a violation of any provision of this Code is committed, continued, or permitted. Any violation persisting more than one (1) twenty-four (24) hour period is a continuing violation.
- G. The penalties and remedies authorized by this ~~C~~chapter are cumulative and in addition to any other remedies or penalties authorized or imposed under any other provision of this Code or any other applicable law or regulation.

### 1.25.020 Administrative Penalty

- A. A notice of a violation and administrative penalty shall be provided according to Chapter 1.15 of this Code, except the publication requirements shall not apply. A notice of violation and administrative penalty shall be directed to the owner or occupant of the premises where the violation occurred.
- B. A party provided notice of a violation and administrative penalty may appeal the notice by filing a written appeal with the ~~District~~ General Manager no later than twenty (20) days after the notice of violation and administrative penalty is issued. The appeal must specify the grounds for appeal and shall provide the appellant's address and telephone number.
- C. Upon timely receipt of an appeal, the ~~District~~ General Manager shall set the matter for a review hearing at the earliest practical date. The ~~District~~ General Manager shall provide written notice of the hearing to the appellant no less than seven (7) days prior to the date of the hearing. At the hearing, a Hearing Officer meeting the pertinent qualifications of Government Code Sections 27720 et seq. shall hear relevant evidence presented by the appellant and District staff, and may uphold, modify, or rescind the notice of violation and administrative penalty. The Hearing Officer shall provide the appellant a written determination, which shall be the final administrative determination of the matter. The Hearing Officer's determination shall advise that the time limit and manner for judicial review is governed by California Government Code 53069.4, or its successor statute.
- D. The failure of the owner or occupant of the premises where the violation occurred to file a timely notice of appeal shall constitute an irrevocable waiver of the right to appeal and a failure to exhaust the owner's and occupant's administrative remedies for the notice of violation and administrative penalty.
- E. Upon determination~~ing~~ after an appeal that an administrative penalty shall be imposed, or upon issuance of a notice of violation and administrative penalty and expiration of the appeal period with no appeal filed, the administrative penalty amount shall be included on the bill for wastewater service provided to the premises where the violation occurred and shall be collected together with the wastewater service fees for the premises.

### 1.25.030 Administrative Penalty Amounts

- A. The following penalties may be imposed for any violation of this Code. Penalties identified in this section may be imposed to the owner of the premises where the violation occurs regardless of whether the violation is committed by the owner of the premises.
  - 1. ~~A.~~ First Violation - During Any Twelve (12) Month Period. No penalty shall be imposed, but a written notice describing the violation and the penalties

for subsequent violations shall be issued to the owner and occupant (if different than the owner) of the premises where the violation occurred.

2. ~~B.~~ Second Violation - During Any Twelve (12) Month Period. A penalty of \$100 shall be imposed.
3. ~~C.~~ Third Violation - During Any Twelve (12) Month Period. A penalty of \$200 shall be imposed.
4. ~~D.~~ Each Additional Violation - During Any Twelve (12) Month Period. A penalty of \$500 shall be imposed. (WAO-0092 § 4, 2015)

# South Placer Municipal Utility District Code

## CHAPTER 1 GENERAL PROVISIONS

<b>CHAPTER 1.00 GENERAL .....</b>	<b>3</b>
<b>CHAPTER 1.01 DEFINITIONS .....</b>	<b>3</b>
<b>CHAPTER 1.05 CODE ADOPTION.....</b>	<b>3</b>
1.05.010 Code Adopted - Effective Day .....	3
1.05.015 Purpose of Codification .....	3
1.05.020 Title - Citation - Reference.....	3
1.05.030 Repeal.....	4
1.05.040 Continuity of Provisions.....	4
1.05.050 Actions and Proceedings Continued .....	4
1.05.060 Licenses and Permits Continued.....	4
1.05.070 Reference .....	4
1.05.080 Delegation.....	4
1.05.090 Interpretation.....	4
1.05.100 Applicability of Chapter.....	5
1.05.110 Title, Chapter, and Section Headings .....	5
1.05.130 Severability.....	5
1.05.140 Application to Government Agencies.....	5
1.05.150 Time of Day .....	5
1.05.160 Liability.....	5
<b>CHAPTER 1.10 JUDICIAL REVIEW OF DISTRICT DECISIONS .....</b>	<b>5</b>
1.10.010 State Law Applicable.....	6
1.10.020 Judicial Review - 90-Day Limit.....	6
1.10.030 Record Preparation - Costs.....	6
1.10.040 Notice.....	7
<b>CHAPTER 1.15 ADMINISTRATION.....</b>	<b>7</b>
1.15.010 Appeals.....	7
1.15.020 Appeal Fee .....	7
1.15.030 Appeal Hearings .....	7

1.15.040 Actions on Appeals .....	8
1.15.050 Notices .....	8
1.15.060 Changes in Construction Contracts .....	9
<b>CHAPTER 1.20 VOTING BY THE BOARD OF DIRECTORS .....</b>	<b>9</b>
1.20.010 Voting by the Board of Directors .....	9
<b>CHAPTER 1.25 ENFORCEMENT .....</b>	<b>10</b>
1.25.005 Responsibility .....	10
1.25.010 Violations .....	10
1.25.020 Administrative Penalty .....	10
1.25.030 Administrative Penalty Amounts .....	11

## CHAPTER 1 GENERAL PROVISIONS

### CHAPTER 1.00 GENERAL

- A. This chapter in whole or in part is based on excerpts from Ordinances 09-01, 09-02, 15-01, 15-03, 17-01 and 17-03 adopted by the Board of Directors, and shall govern the use of public and private sewers and shall establish the rules and regulations for service and services rendered by the District.

### CHAPTER 1.01 DEFINITIONS

- A. Appendix A of this Code, titled "Definitions" shall give meaning to the words and phrases as used in this Code, or any Chapter of this Code.

### CHAPTER 1.05 CODE ADOPTION

#### 1.05.010 Code Adopted - Effective Day

- A. This Code, as compiled from the ordinances of the South Placer Municipal Utility District, is the official code of the District. This Code shall take effect on the first day of the month following adoption. This Code shall be applicable and controlling with respect to all subjects included in this Code in lieu of all ordinances that are superseded and replaced by this Code. Three (3) copies of this Code shall be permanently retained on file with the Secretary of the Board of Directors for use and examination by the public.

#### 1.05.015 Purpose of Codification

- A. The purpose of this Code is to compile in one document and place, the ordinances of the South Placer Municipal Utility District. Such compilation will make the laws of the District more accessible, readable and understandable to those persons governed by such laws, and by those persons administering such laws.

#### 1.05.020 Title - Citation - Reference

- A. This Code shall be known as the "South Placer Municipal Utility District Sewer Code." It shall be sufficient to refer to this Code as the "South Placer Municipal Utility District Code" in any prosecution for violation of any provision of this Code in any proceeding at law or equity. It shall be sufficient to designate any ordinance adding to, amending, correcting, or repealing all/or any part of this Code as an addition to, amendment to, correction of, or repeal of the "South



Placer Municipal Utility District Code." References to this Code may be to the titles, chapters, sections, and subsections of the "South Placer Municipal Utility District Code" and such reference shall apply to that numbered title, chapter, section, or subsection as it appears in this Code.

#### **1.05.030 Repeal**

- A. This Code consists of all ordinances of the South Placer Municipal Utility District and the following ordinances are hereby repealed as of the effective date of this Code: Ordinances 09-01, 09-02, 15-01, 15-03, 17-01 and 17-04.

#### **1.05.040 Continuity of Provisions**

- A. The provisions of this Code, insofar as they are substantially the same as previously existing ordinance provisions relating to the same subject matter, shall be construed as restatements and continuations thereof and not as new enactments.

#### **1.05.050 Actions and Proceedings Continued**

- A. No actions or proceedings commenced before this Code takes effect, and no right accrued, is affected by the provisions of this Code, but all procedures thereafter taken shall conform to the provisions of this Code so far as possible.

#### **1.05.060 Licenses and Permits Continued**

- A. Any rights given by license, permit, or certificate under any ordinance repealed by this Code are not affected by the enactment of this Code or by such repeal; but such rights shall hereafter be exercised according to this Code.

#### **1.05.070 Reference**

- A. Whenever reference is made to any portion of this Code or of any other laws of the State or District, the reference applies to all amendments and additions now or hereafter made.

#### **1.05.080 Delegation**

- A. Whenever, by this Code, a power is granted to a public officer or a duty is imposed upon a public officer, the power may be exercised, or the duty performed by a deputy of the officer or by a person authorized pursuant to law by the officer unless expressly provided otherwise by this Code.

#### **1.05.090 Interpretation**

- A. In their interpretation and application, the provisions of this Code shall be held to be minimum requirements and shall be liberally construed in favor of the

governing body and shall not be deemed a limitation or repeal of any other powers granted by State statutes.

**1.05.100 Applicability of Chapter**

- A. Unless the provision or the context otherwise requires, the general provisions, rules of construction, and definitions set forth in this chapter shall govern the construction of this Code.

**1.05.110 Title, Chapter, and Section Headings**

- A. Title, chapter, and section headings do not govern, limit, modify, or in any way affect the scope, meaning, or intent of the provisions of any title, chapter, or section.

**1.05.130 Severability**

- A. If any title, chapter, section, subdivision, sentence, clause, phrase, or provision of this Code, or the application thereof, to any person or circumstances, is held to be unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Code or the application of such provisions to other persons or circumstances shall not be affected thereby.

**1.05.140 Application to Government Agencies**

- A. The provisions of this Code shall apply to all government agencies, their officers, employees, or agents, to the extent authorized by law.

**1.05.150 Time of Day**

- A. Whenever a certain hour or time of day is specified in this Code, such hour or time shall be Pacific Standard Time or Pacific Daylight Savings Time, whichever is in current use in the District.

**1.05.160 Liability**

- A. No provision of this Code shall be construed as imposing upon the District any liability or responsibility for personal injury or property damage resulting from any activity or condition, that arises or exists by virtue of any provision or requirement of this Code, including construction, installation, or repair of any facility, equipment or property, or from any defect therein; nor shall the District or any officer or employee thereof be held as assuming any liability or responsibility by reason of any inspection authorized herein.

**CHAPTER 1.10 JUDICIAL REVIEW OF DISTRICT DECISIONS**

### **1.10.010 State Law Applicable**

- A. Pursuant to the provisions of Section 1094.6 of the Code of Civil Procedure, the provisions of said section are made applicable to the decisions of the Board of Directors of the South Placer Municipal Utility District, and to the decisions of all other commissions, boards, officers, and agents of the South Placer Municipal Utility District, except where a limitation of actions is otherwise provided by this Code.

### **1.10.020 Judicial Review - 90-Day Limit**

- A. Judicial review of any decision subject to the provisions of this Chapter and the Code of Civil Procedure Section 1094.6 may be had only if the Petition for Judicial Review is filed within ninety (90) days after the decision becomes final; provided, that pursuant to the provisions of Section 1094.6(d) of the Code of Civil Procedure, if the petitioner files a request for the record within ten (10) days after the date the decision becomes final, the time within which a petition for judicial review may be filed shall be extended to not later than the thirtieth (30<sup>th</sup>) day following the date on which the record is either personally delivered or mailed to the petitioner or their attorney of record, if they have one.

### **1.10.030 Record Preparation - Costs**

- A. As provided in the Code of Civil Procedure Section 1094.6, any person who requests preparation of the administrative record shall be responsible for the payment of the actual costs of transcribing or otherwise preparing the record. Actual costs shall include, but not be limited to: the salary and fringe benefit rates of pay by the District or District personnel for time consumed in typing a transcript and reproducing, assembling, and compiling the transcript and exhibits; the unit cost (including pro-rated rental) of equipment utilized in reproduction; the cost of materials and supplies; and the cost to the District of having a transcript typed when testimony has been recorded by a court reporter. Each board, commission, officer, employee, or agent whose decision will be subject to the limitations established by this Chapter, may, from time to time, by resolution in the case of such boards and commissions and by written order in the case of such officers, employees, and agents, determine and promulgate unit costs of preparing the record.
- B. Before commencing preparation of a transcript or other record, the officer or employee responsible for preparation shall estimate the actual total cost. Preparation of the record shall not be commenced until the person requesting preparation of the record has deposited the full amount of the cost estimate.
- C. If the deposit exceeds the actual costs, the difference shall be refunded. If the actual cost exceeds the estimate, the difference shall be paid when the record is delivered.

- D. The limitations of action, shall not be extended pursuant to the provision of Section 1094.6(d) of the Code of Civil Procedures or Section 1.10.020 of this Code, beyond ninety (90) days after the decision becomes final unless the petitioner deposits pursuant to the provisions of Subsection B of this Section, the estimated actual total cost of preparing the transcript within ten (10) calendar days after they have been furnished with the written estimate of such cost.

#### **1.10.040 Notice**

- A. Every written decision or notice thereof to which the provisions of this Chapter and Section 1094.6 of the Code of Civil Procedure apply, shall refer to and be accompanied, by attachment, by a copy of the provisions of this Chapter.

### **CHAPTER 1.15 ADMINISTRATION**

#### **1.15.010 Appeals**

- A. Unless otherwise expressly provided, if the applicant for any permit authorized or required by any title to this Code, the permittee, or other persons are dissatisfied with any determination made by the General Manager, or other officers or agents of the South Placer Municipal Utility District, regarding the interpretation or implementation of the provisions contained in any title to this Code, such person may appeal to the Board of Directors. Any such appeal shall be in writing, shall state the specific reasons therefore and grounds asserted for relief and shall be filed with the Secretary of the Board of Directors not later than twenty (20) calendar days after the date of the action being appealed. If an appeal is not filed within the time or in the manner prescribed above, the right to review the action against which the complaint is made shall be deemed to have been waived.

#### **1.15.020 Appeal Fee**

- A. The Board of Directors may by resolution adopt and, from time to time, amend a fee for the filing of appeals. Such fee shall be for the sole purpose of defraying costs incurred for the administration of appeals. The fee for an appeal shall be paid at the time of and with the filing of an appeal. No appeal shall be deemed valid unless the prescribed fee has been paid.

#### **1.15.030 Appeal Hearings**

- A. Immediately upon receipt of any Notice of Appeal filed within the said twenty (20) calendar day period, the Secretary of the Board of Directors shall mail copies thereof to each member of the Board of Directors.

- B. Not later than the next regularly scheduled meeting following thirty (30) calendar days after the date of filing an appeal within the time and in the manner prescribed by Section 1.15.010 of this Code, the Board of Directors shall either:
  - 1. Conduct a hearing for the purpose of determining whether the appeal should be granted. Written notice of the time, date, and place of the hearing shall be served upon the General Manager and the officer or agent whose determination is the subject of the appeal, the applicant or permittee, and the appellant not later than ten days preceding the date of the hearing; or
  - 2. Hear the appeal or set a time convenient to the Board for the hearing of such appeal.
- C. The aggrieved or appealing party, or their authorized representative, shall be personally present at the hearing of such appeal and failure of said aggrieved party or their authorized representative to appear at said hearing shall constitute sufficient grounds to affirm the decision of the General Manager.

#### **1.15.040 Actions on Appeals**

- A. The Board of Directors shall review the entire proceeding or proceedings relating to the act or decision being appealed, de novo, and may make any order it deems just and equitable, including the granting of any permit authorized or required by any title to this Code. Any hearing may be continued from time to time.
- B. At the conclusion of the hearing, the Board of Directors shall prepare a written decision that either grants or denies the appeal and contains findings of fact and conclusions. The written decision, including a copy thereof, shall be filed with the Secretary of the Board of Directors. The Secretary of the Board of Directors shall serve such decision on the applicant or permittee, the appellant, and the General Manager. The decision of the Board of Directors shall become final upon the date of filing and service of the written decision with respect to any appeal.

#### **1.15.050 Notices**

- A. All notices for public hearing shall be in conformance with Public Utility Code Section 14401, et seq, and Government Code Section 6060, et seq, unless otherwise specified.
- B. Except as otherwise specifically set forth, any notice authorized or required by this Code shall be deemed to have been filed, served, and effective for all purposes on the date when it is personally delivered in writing to the party to whom it is directed or deposited in the United States mail, first-class postage prepaid, and addressed to the party to whom it is directed.

- C. Except as otherwise specifically set forth, whenever a provision in this Code requires a public hearing to be conducted, notice of the time, date, place, and purpose of the hearing shall be published at least once not later than ten (10) calendar days in advance of the date of commencement of the hearing in a newspaper of general circulation which is published within the District. The same type of notice shall also be served on each permittee whose permit may be affected by the action taken at the conclusion of the hearing.

#### **1.15.060 Changes in Construction Contracts**

- A. The General Manager or their designee is hereby authorized on behalf of, and in the name of, the District to order changes, alterations, or additions of work being performed under construction contracts, and execute and authorize payment of such orders in accordance with the provisions of the Public Contract Code Section 20142. Change orders issued and executed pursuant to the authority conferred by this Section shall be in accordance with the monetary limits stated in the Public Contract Code Section 20142.

### **CHAPTER 1.20 VOTING BY THE BOARD OF DIRECTORS**

#### **1.20.010 Voting by the Board of Directors**

- A. If action by the Board of Directors is a tie vote on any matter, whether or not the matter is before the Board on appeal, the Board may, following the tie vote and in advance of adjournment of the meeting during which the tie vote occurred, continue the matter for further consideration and determination to a time and date certain not later than thirty (30) calendar days following the date on which the tie vote occurred. If the matter is not continued for further consideration and determination in the manner specified above, such tie vote shall be deemed to constitute a denial or disapproval effective on the date the tie vote occurs of the matter (and in the case of an appeal, denial of the action requested by the application, as distinguished from denial of the appeal), and such action shall be deemed to be final and not subject to reconsideration. If during the meeting to which consideration and determination is continued pursuant to this section, another tie vote occurs, the matter shall, effective on the date of such continued meeting, be deemed denied in the manner described above and the action shall be deemed to be final in the manner prescribed above. During the meeting to which consideration and determination is continued pursuant to this section, no new or additional evidence shall be received or considered unless any public hearing required by law has been reopened and any notice thereof required by law has been given.

## **CHAPTER 1.25 ENFORCEMENT**

### **1.25.005 Responsibility**

- A. The General Manager is charged with enforcement of this Code and with the coordination of all District and District officials and departments in order to achieve its purpose. The General Manager may take such other steps and may apply to such court or courts as have jurisdiction to grant relief as will abate and restrain and enjoin any person from taking any action contrary to the provisions of this Code.

### **1.25.010 Violations**

- A. Violating any provision contained in this Code is an infraction.
- B. Violating any provision of this Code following a violation notice from the District General Manager shall constitute a misdemeanor, and upon conviction, the violating person may be punished by a fine up to \$1,000 or imprisonment in the County jail for up to six (6) months, or both.
- C. Violating any provision of this Code constituting unauthorized use of District facilities is a public nuisance.
- D. Any violation of this Code may be remedied by injunction or other civil proceeding pursuant to direction by the Board of Directors.
- E. Violating any provision of this Code shall be subject to an administrative penalty as set forth in this Chapter.
- F. Each person commits a separate offense each and every day during any portion of which a violation of any provision of this Code is committed, continued, or permitted. Any violation persisting more than one (1) twenty-four (24) hour period is a continuing violation.
- G. The penalties and remedies authorized by this Chapter are cumulative and in addition to any other remedies or penalties authorized or imposed under any other provision of this Code or any other applicable law or regulation.

### **1.25.020 Administrative Penalty**

- A. A notice of a violation and administrative penalty shall be provided according to Chapter 1.15 of this Code, except the publication requirements shall not apply. A notice of violation and administrative penalty shall be directed to the owner or occupant of the premises where the violation occurred.
- B. A party provided notice of a violation and administrative penalty may appeal the notice by filing a written appeal with the General Manager no later than twenty (20) days after the notice of violation and administrative penalty is issued. The

appeal must specify the grounds for appeal and shall provide the appellant's address and telephone number.

- C. Upon timely receipt of an appeal, the General Manager shall set the matter for a review hearing at the earliest practical date. The General Manager shall provide written notice of the hearing to the appellant no less than seven (7) days prior to the date of the hearing. At the hearing, a Hearing Officer meeting the pertinent qualifications of Government Code Sections 27720 et seq. shall hear relevant evidence presented by the appellant and District staff and may uphold, modify, or rescind the notice of violation and administrative penalty. The Hearing Officer shall provide the appellant a written determination, which shall be the final administrative determination of the matter. The Hearing Officer's determination shall advise that the time limit and manner for judicial review is governed by California Government Code 53069.4, or its successor statute.
- D. The failure of the owner or occupant of the premises where the violation occurred to file a timely notice of appeal shall constitute an irrevocable waiver of the right to appeal and a failure to exhaust the owner's and occupant's administrative remedies for the notice of violation and administrative penalty.
- E. Upon determination after an appeal that an administrative penalty shall be imposed, or upon issuance of a notice of violation and administrative penalty and expiration of the appeal period with no appeal filed, the administrative penalty amount shall be included on the bill for wastewater service provided to the premises where the violation occurred and shall be collected together with the wastewater service fees for the premises.

### **1.25.030 Administrative Penalty Amounts**

- A. The following penalties may be imposed for any violation of this Code. Penalties identified in this section may be imposed to the owner of the premises where the violation occurs regardless of whether the violation is committed by the owner of the premises.
  - 1. First Violation - During Any Twelve (12) Month Period. No penalty shall be imposed, but a written notice describing the violation and the penalties for subsequent violations shall be issued to the owner and occupant (if different than the owner) of the premises where the violation occurred.
  - 2. Second Violation - During Any Twelve (12) Month Period. A penalty of \$100 shall be imposed.
  - 3. Third Violation - During Any Twelve (12) Month Period. A penalty of \$200 shall be imposed.
  - 4. Each Additional Violation - During Any Twelve (12) Month Period. A penalty of \$500 shall be imposed. (WAO-0092 § 4, 2015)



# South Placer Municipal Utility District Code

## CHAPTER 2 SEWER USE

<b><u>CHAPTER 2.00 GENERAL .....</u></b>	<b><u>3</u></b>
<b><u>CHAPTER 2.01 DEFINITIONS .....</u></b>	<b><u>3</u></b>
<b><u>CHAPTER 2.02 PUBLIC SEWER .....</u></b>	<b><u>3</u></b>
<u>2.02.010 Permission Required .....</u>	<u>3</u>
<u>2.02.020 Protect from Damage .....</u>	<u>3</u>
<u>2.02.030 System Accessibility .....</u>	<u>3</u>
<u>2.02.040 Connection to the Public Sewer Required .....</u>	<u>4</u>
<u>2.02.050 Prohibited Discharges .....</u>	<u>5</u>
<u>2.02.060 Preliminary Treatment .....</u>	<u>6</u>
<b><u>CHAPTER 2.03 CHARGES AND FEES .....</u></b>	<b><u>6</u></b>
<u>2.03.010 Capacity Charges – General .....</u>	<u>6</u>
<u>2.03.020 Capacity Charges – Commercial / Industrial .....</u>	<u>8</u>
<u>2.03.030 Capacity Charges – High Strength-High Quantity Commercial / Industrial Users .....</u>	<u>10</u>
<u>2.03.040 Capacity Charges – Residential .....</u>	<u>10</u>
<u>2.03.050 Monthly Service Charges – General .....</u>	<u>13</u>
<u>2.04.060 Monthly Service Charges – Commercial / Industrial .....</u>	<u>14</u>
<u>2.03.070 Monthly Service Charges – Residential .....</u>	<u>15</u>
<u>2.03.080 Lifeline Low-Income Rate Assistance Program .....</u>	<u>15</u>
<u>2.03.090 Charges and Fees – Other Regulations .....</u>	<u>16</u>
<u>2.03.100 Government Code 66013 .....</u>	<u>17</u>
<b><u>CHAPTER 2.04 APPLICATION PERMITS .....</u></b>	<b><u>17</u></b>
<u>2.04.010 Compliance with District Regulations .....</u>	<u>17</u>
<u>2.04.020 Classes of Applications .....</u>	<u>17</u>
<u>2.04.030 Application for Permit .....</u>	<u>17</u>
<b><u>CHAPTER 2.05 SEWER DESIGN AND CONSTRUCTION REQUIREMENTS .....</u></b>	<b><u>18</u></b>
<u>2.05.010 General .....</u>	<u>18</u>
<u>2.05.020 Building Sewers .....</u>	<u>18</u>

<u>2.05.030 Private Sewers .....</u>	<u>19</u>
<u>2.05.040 Public Sewers – Main Extensions.....</u>	<u>19</u>
<b><u>CHAPTER 2.06 VIOLATIONS .....</u></b>	<b><u>21</u></b>
<u>2.06.010 Public Nuisance.....</u>	<u>21</u>
<u>2.06.020 Notice to Correct.....</u>	<u>21</u>
<u>2.06.030 Costs and Expenses.....</u>	<u>23</u>
<u>2.06.040 Civil and Criminal Penalties .....</u>	<u>23</u>
<b><u>CHAPTER 2.07 MISCELLANEOUS PROVISIONS.....</u></b>	<b><u>25</u></b>
<u>2.07.010 Conflicts .....</u>	<u>25</u>
<u>2.07.020 Severability.....</u>	<u>25</u>
<u>2.07.030 Vested Contractual Rights Not Affected .....</u>	<u>25</u>
<u>2.07.040 Prior Ordinance Repealed .....</u>	<u>25</u>

## CHAPTER 2 SEWER USE

### CHAPTER 2.00 GENERAL

- A. This ~~c~~Chapter in whole or in part is based on excerpts from Ordinance 09-02 adopted by the Board of Directors on July 2, 2009, and shall govern the use of public and private sewers, and shall establish the rules and regulations for service and services rendered by the District.

### CHAPTER 2.01 DEFINITIONS

- A. Appendix A of this Code, titled "Definitions" shall give meaning to the words and phrases as used in this Code, or any Chapter of this Code.

### CHAPTER 2.02 PUBLIC SEWER

#### 2.02.010 Permission Required

- A. No person shall uncover, make any connections with, or opening into, use, alter, or disturb any public sewer or appurtenance without first obtaining permission from the District and paying all fees and charges as established under the provisions of this Code.

#### 2.02.020 Protect from Damage

- A. No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, remove, or tamper with any structure, appurtenance, or equipment ~~which that~~ forms any part of the District's public sewer system or any private sewer facility ~~which that~~ may directly or indirectly affect any of the District's public sewer system.

- B. Any person violating the provisions of this Chapter shall be responsible for any and all costs, damages, repair and/or replacement of any structure, appurtenance, or equipment caused to the District by such violations.

#### 2.02.030 System Accessibility

- A. It is the customer's responsibility to ensure the Property Line Clean Out (PLCO) is readily accessible at all times. When a PLCO cannot be accessed

by the District, the customer-owner will be notified and shall correct the condition(s). If the issue is not rectified within thirty (30) days after notification, District staff will make the correction(s) and the customer will be responsible for actual costs incurred.

- B. Representatives of the District shall have the right of ingress to the customer's premises at reasonable hours for any purpose reasonably connected with the furnishing of sewer service.

2.020.040

### **Connection to the Public Sewer Required**

- A. It is unlawful for the owner, occupant, or lessee of any lot or parcel of land situated within the District, which lot or parcel has thereon a building equipped with any plumbing fixture, to neglect or refuse to have any such buildings connected with the District wastewater collection system so that the drainage from each and every such plumbing fixture shall flow into the sewer; provided, that there is such a sewer in the street, alley or right-of-way near such lot or parcel of land and not more than 300 feet distant from such building. Domestic plumbing systems that incorporate nonpotable water reuse systems, such as gray water reuse systems, shall be exempt from this section provided that they are installed and constructed in accordance with local municipal ordinances or codes, the then-current provisions of California Plumbing Code, Chapter 16 - Alternate Water Sources For Nonpotable Applications and Chapter 16A - Nonpotable Water Reuse Systems, governing the construction, alteration, discharge, use, and repair of gray water systems.
- B. When ordered by the District, or when and where the state, county, or city public health department determines a health hazard exists or is imminent, the owner of all structures, as defined within this Code, situated within the limits of the District and abutting on any street, alley or right-of-way or in proximity thereto in which there is located a public sewer of the District, is hereby required at their/his/her expense to connect such structures directly with the proper public sewer in accordance with the provisions of this Code, within ninety (90) days after receipt of written, mailed notice to do so, provided said public sewer is within 300 feet of the nearest property line of the property containing such structures; unless otherwise waived by the General Manager upon exigent circumstances.
- C. In the event of a violation of this Chapter, the District may connect such structures to the public sewer and the owner or occupant of such structures shall be jointly and severally responsible to the District for the cost of such connection in addition to the regular participation-Capacity Ceharge, monthly service charge and any other reasonable and necessary charges imposed by

the District and such costs shall become a lien on the real property pursuant to the applicable provisions of the Health & Safety Code of the State of California.

## 2.02.050

### Prohibited Discharges

A. No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, cooling water, refrigeration, or air conditioner cooling water, swimming pool drainage from single-family residences or industrial process waters to any public sewer.

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

1. Any liquid or vapor having a temperature higher than 150 -degrees F.

2. Any water or waste ~~which~~ that may contain more than 100 parts per million, by weight, of FOG.

3. Any gasoline, benzene, naphtha, fuel oil, or other flammable, or explosive liquid, solid or gas.

4. Any garbage, ~~that has not been properly shredded.~~

5. Any discharge of wastes from recreational vehicles (RV) outside of permitted RV dump sites or camping sites.

6. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, non-dispersible item, ~~including wipes and "flushable wipes,"~~ feather, fur, plastic, wood, paunch manure, or any other solid or viscous substances capable of causing obstruction to the flow in sewers and/or causing or with the potential to cause SSO's or other interference with the proper operation of the sewage works.

7. Any waters or wastes having a pH lower than 5.5 or higher than 9.0 or having any corrosive property capable of causing damage or hazard to the structures, equipment, and personnel of the sewage works.

8. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewage treatment plant.

9. Any waters or waste containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant.

10. Any noxious or malodorous gas or substance capable of creating a public nuisance.

~~B.C.~~ \_\_\_\_\_ The admission into the public sewers of any wastewater or wastes generated from any nonresidential type use shall conform to SPMUD Ordinance 88-3, the District's ordinance adopting Chapter 14.26 of the Municipal Code of the City of Roseville relating to industrial wastewater.

~~C.~~ Discharge from FSE's shall be in conformance with Chapter 3 of this Code, establishing requirements regarding Fats, Oils, and Grease (FOG).

D.

~~E.~~ No provision of this Code shall be construed to prohibit any special agreement or contract between the District and any non-residential user whereby waste of unusual strength, characteristic, or quantity as determined by this Code may be accepted for treatment, subject to payment, therefore. Any agreement made in accordance with this section shall conform to the provisions of this Code and Ordinance 88-3.

## 2.02.060 Preliminary Treatment

- A. Where preliminary treatment facilities are provided for any wastewater or wastes, they shall be maintained continuously in satisfactory effective operation, by the owner at his-their expense.
- B. Grease control devices and sand; oil separators and sand interceptors, as required by the District, shall be provided for the proper handling of liquid wastes containing grease or any flammable wastes, sand, or other harmful ingredients, except that such interceptors-devices shall not be required for private living quarters or dwelling units.
- C. All interceptors-devices shall be of a type and capacity approved by the District and shall be located as to be readily accessible for cleaning and inspection.
- D. All grease control devices and sand and; oil and sand interceptors separators shall be maintained by the owner, at his-their expense, in continuously efficient operation, at all times.

## CHAPTER 2.03 CHARGES AND FEES

### ~~Participation-2.03.010 Capacity~~ Charges – General

- A. No person shall connect any building sewer, alter, or change the use of any commercial structure or equivalent dwelling unit or portion thereof, or enlarge any commercial structure until a participation-Capacity Ccharge for each connection,

enlargement, alteration, or change of use has been paid to the District as provided in this Code.

- B. The provisions of this Chapter are enacted pursuant to the provisions of Article IV, Chapter 6, Sections 5400 et seq. of the Health and Safety Code and Section 66000 of the Government Code. Pursuant to the provisions of Section 5474 of the Health and Safety Code all participation charges fixed herein for the privilege of connecting to the District's wastewater system shall be due and payable prior to such connection.
- C. Notwithstanding the preceding, payment of ~~Capacity Charges participation fees~~ due the District from non-residential users may, at the District's discretion, be deferred and made payable over a period of time under such terms and conditions as may be imposed by the Board in accordance with District Policy 3350 – Deferred ~~Participation-Capacity~~ Charges or any amendments thereto.
- D. In the event a structure is altered to produce more than a single EDU, an additional ~~participation-Capacity C~~charge shall be due for each additional EDU or portion thereof produced. Payment of such fees and charges shall be the responsibility of the real property owner. Alterations of an existing residential structure to construct an ADU or JADU within the meaning of California Government Code Section ~~65852.2 or 65852.22~~66313, as amended, shall not be charged an additional ~~Participation-Capacity~~ Charge, except as otherwise permitted by state statute and as provided in this Code.
- E. In the event additional ~~participation-Capacity C~~charges become due from a structure previously connected to District's wastewater system, such charges shall become due immediately upon completion of the enlargement or alteration which results in additional ~~participation-Capacity C~~charges and in the event such charges are not paid when due, the amount of such charges shall constitute a lien against the respective lots or parcels of land to which the facilities are connected. Prior to making such fees or charges a lien, the District shall give notice to the owners of the lots or parcels of land affected pursuant to the provisions of Section 5474 of the Health and Safety Code.
- F. In the event a connection, change in use or alteration of any commercial structure, enlargement of any commercial structure, or change in number of equivalent dwelling units within a structure has been made in violation of the provisions of this Section, the real property owner where such connection, alteration, change, or enlargement has occurred shall be responsible to the District for the payment of ~~participation-Capacity C~~charges, and, in addition, may be required to disconnect the building sewer from the public sewer and reconnect to the public sewer under the District's supervision and shall be required to pay, in addition to such ~~participation-Capacity C~~charge, a reconnection charge in accordance with the District's Fee Schedule ~~Resolution~~, together with all actual costs and expenses

incurred by the District in making such reconnection. A basic ~~participation-Capacity~~ Charge for each equivalent dwelling unit shall be fixed and established by ordinance/code and may be changed from time to time by the Board of Directors in accordance with provisions of Sections 12809 and 14401 of the Public Utilities Code and Section 66000 of the Government Code.

**2.03.020 Capacity Charges – Commercial / Industrial:**

**A.** Determination of Commercial or Industrial Equivalent Dwelling Units. For purposes of this Code, commercial or industrial EDU's shall be determined as follows:

1. General Regulations

a. Not ~~!Less than~~ one (1) EDU per building.

~~b.~~ Prescribed ~~participation-Capacity~~ Charges apply only to the particular uses listed herein. Where multiple uses, and/or tenants within the meaning of this Code, are contained or can be contained in the same structure, the General Manager,

~~e.b.~~ \_\_\_\_\_ based on building permit data, applicable zoning, and plans of the developer, will allocate the respective square footage for the various uses and/or tenants, and determine a composite ~~participation-Capacity~~ Charge composed of the respective ~~participation-Capacity~~ Charges for each such use and/or tenant. Subsequent modifications to any structure may result in reclassification and the assessment of additional incremental ~~participation-Capacity~~ Charges.

~~d.c.~~ \_\_\_\_\_ No refunding of previously paid ~~participation-Capacity~~ Charges will be made where modifications are made to any structure ~~which that~~ places it in a classification with a lower ~~participation-Capacity~~ Charge rate.

~~e.~~ The real property owner shall be responsible for payment of any and all additional charges.

~~f.d.~~

2. Low Strength-Low Quantity Commercial or Industrial Users. For commercial or industrial units having wastewater strength of less than 200 mg/1 B.O.D. and/or suspended solids, and a quantity of less than 25,000 gpd, an EDU shall be determined as follows:

**1. Low Occupancy User** \_\_\_\_\_



<ul style="list-style-type: none"> <li>a) Parking Garage</li> <li>b) Regional Distribution Facilities</li> <li>c) Storage Buildings</li> </ul>	per every 5 employees (NOT less than 1 EDU)
<b>2. Low-Density Users</b>	
<ul style="list-style-type: none"> <li>a) Church (w/o kitchen)</li> <li>b) Warehouse / Commercial Storage</li> </ul>	1/6 EDU per 1,000 sq. ft.
<b>3. Medium Density User</b>	
<ul style="list-style-type: none"> <li>a) Church (w/ kitchen &amp; meeting hall)</li> <li>b) School (w/o cafeterias or gymnasiums w/ showers)</li> <li>c) Bowling / Entertainment Center (w/o <del>showers</del><u>kitchen</u>)</li> <li>d) Day Care Center (w/o kitchen)</li> <li>e) Sports / Fitness Center (w/o showers)</li> <li>f) Retail Store</li> <li>g) Bank / Offices (other than medical / dental)</li> <li>h) Chiropractor's / <u>Counseling</u> Office (<u>w/ limited medical services</u>)</li> <li>i) Theaters (theaters that provide dining services shall be considered FOG-producing FSE)</li> <li>j) Auditorium / Halls / Lodges</li> </ul>	1/3 EUD per 1,000 sq. ft.
<b>4. High Density User</b>	
<ul style="list-style-type: none"> <li>a) Barber / Beauty Shop / Nail Salon</li> <li>b) School (w/ cafeterias or gymnasiums w/ showers)</li> <li>c) Bowling / Entertainment Center (w/ kitchen)</li> <li>d) Day Care Center ( w/ kitchen)</li> <li>e) Sports / Fitness Center (w/ showers)</li> <li>f) Medical / Dental Facility</li> <li>g) Service Station / Mechanic Shop</li> <li>h) Pet Grooming Center</li> <li>i) Veterinary Clinic</li> <li>j) Bars</li> <li>k) Coffee / <u>Tea</u> Shops / Kiosks (w/ limited food preparation)</li> <li>l) Ice Cream / Frozen Yogurt / Shaved Ice</li> </ul>	2/3 EDU per 1,000 sq. ft.
<b>5. Special Commercial User</b>	
<ul style="list-style-type: none"> <li>a) Car Wash (per automatic wash stall)</li> </ul>	8 EDU per unit
<ul style="list-style-type: none"> <li>b) Car Wash (per self-service wash stall)</li> </ul>	2 EDU per unit
<ul style="list-style-type: none"> <li>c) Laundromat</li> </ul>	2/3 EDU per washer
<ul style="list-style-type: none"> <li>d) Market / Mini-Market (w/o disposal)</li> </ul>	2/3 EDU per 1,000 sq. ft.
<ul style="list-style-type: none"> <li>e) Market / Mini-Market (w/ disposal)</li> </ul>	2 EDU per 1,000 sq. ft.
<ul style="list-style-type: none"> <li>f) FSE (FOG producing establishment)</li> </ul>	2 EDU per 1,000 sq. ft.

g) FSE ( <del>non</del> low-FOG producing establishment w/ limited food preparation)	1 EDU per 1,000 sq. ft.
h) FSE Outside / Overflow Dining Area (w/covered area)	2 EDU per 1,000 sq. ft.
i) FSE Outside / Overflow Dining Area (w/o covered area, but fenced)	1 EDU per 1,000 sq. ft.
j) Mortuaries	2 EDU per 1,000 sq. ft.
k) Hospital	1/2 EDU per licensed bed
l) Rest Home / Convalescent Hospital / Memory Care / Assisted Living	1/3 EDU per licensed bed
m) Camping / Recreational Vehicle Site	1/2 EDU per site
n) Recreational Vehicle Dump Site	1 EDU per site
o) Hotel / Motel Unit (w/ kitchen)	1 EDU per unit
p) Hotel / Motel Unit (w/o kitchen)	1/2 EDU per unit
<b>6. Other Commercial / Industrial Users Not Listed</b>	based on a study authorized by the General Manager

**Participation ~~2.03.030~~ Capacity Charges – High Strength-High Quantity Commercial  ~~/ or~~ Industrial Users**

A. For commercial or industrial users having wastewater strength of greater than 300 mg/l BOD or COD and 50mg/l suspended solids, and/or a quantity of greater than or equal to 25,000 gallons per day (gpd), and/or requiring either special handling or treatment, an EDU shall be determined as follows:

$$EDU's = \frac{gpd}{175} \left( 0.61 + \frac{BOD\ or\ COD\ mg/L}{300} (0.22) + \frac{suspended\ solids\ mg/L}{500} (0.17) \right)$$

1. In addition, special treatment and/or handling costs may be added as determined by the General Manager.
2. Industrial processing plants and similar heavy or unusual uses not classified by the provisions of this Code shall be charged ~~participation~~ Capacity echarges and fees as determined by the General Manager.

**2.03.040 Capacity Charges – Residential**

~~A. Determination of Residential Equivalent Dwelling Units.~~ For purposes of this Code, ~~R~~Residential Equivalent Dwelling Units (“EDU’s”) shall be determined as follows:

1. All dwelling units, including, ~~r~~ but not limited to single-~~f~~family homes, duplexes, condominiums, mobile homes, and apartments shall be one (1)

EDU per living unit, except for Accessory Dwelling Units (“ADUs”) and Junior Accessory Dwelling Units (“JADUs”), ~~as provided below:~~

**B. ADU** - As defined in California Government Code Section ~~65852.266313;~~ ~~an~~

~~Accessory Dwelling Unit~~ *ADU means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot ~~or parcel of land~~ with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:*

(A) An efficiency unit ~~(as defined in California Health & Safety Code Section 17958.1.)~~

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

1. An ADU shall not be considered a Residential EDU for the purposes of the assessment of a ~~Participation Capacity~~ Charge, and shall not be assessed a ~~Participation Capacity~~ Charge, provided the following conditions are met as specified in Government Code Section ~~65852.266313~~ and the ADU complies with all requirements of the local agency having jurisdiction over the permitting and construction of the ADU in the District service area where it is located:

a. The ADU is not intended for sale separate from the primary residence and may be rented. If the ADU is built on a portion of the lot or parcel of land that is subsequently split from the primary residential parcel, the ADU shall be considered a separate Residential EDU for the purposes of the assessment of a ~~Participation Capacity~~ Charge.

b. The ADU is either attached to the existing dwelling and located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot or parcel of land as the existing dwelling.

c. The increased floor area of an attached ADU shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.

e.d. \_\_\_\_\_ The total area of floorspace for a detached ADU shall not exceed 1,200 square feet.

C. JADU - As defined in California Government Code Section ~~65852.2266313~~;

~~a-Junior Accessory Dwelling Unit~~”JADU means -is defined as-a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

1. A JADU shall not be considered a Residential EDU for the purposes of the assessment of a ~~Participation-Capacity~~ Charge, and shall not be assessed a ~~Participation-Capacity~~ Charge, provided the following conditions are met as specified in Government Code Section ~~65852.2266313~~ and the JADU complies with all requirements of the local agency having jurisdiction over the permitting and construction of the JADU in the District service area where it is located. A local agency JADU ordinance:
  - a. Limits the number of junior accessory dwelling units to one per residential lot or parcel of land zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot or parcel of land.
  - b. Requires owner-occupancy in the single-family residence in which the junior accessory dwelling unit will be permitted. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.
  - c. Requires the recordation of a deed restriction, which shall run with the land, shall be filed with the permitting agency and submitted to the District, and shall include both of the following:
    - i. Prohibits the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.
    - ii. Restricts the size and attributes of the junior accessory dwelling unit that conforms with this section.
  - d. Requires a permitted junior accessory dwelling unit to be constructed within the walls of the proposed or existing single-family residence.

- e. Requires a permitted junior accessory dwelling to include a separate entrance from the main entrance to the proposed or existing single-family residence.
- f. Requires the permitted junior accessory dwelling unit to include an efficiency kitchen, which shall include all of the following:
  - ~~i.~~ (1) A cooking facility with appliance(s) as defined by the International Building Code, latest edition.
  - ~~ii.~~ i.
  - ~~iii.~~ ii. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

~~B.~~ Any other living unit that is not an ADU or JADU shall be considered a Residential EDU and shall pay the appropriate Participation Capacity CCharge as authorized by this code.

~~C.D.~~ \_\_\_\_\_

ADUs and JADUs shall be assessed one (1) EDU for the purposes of Monthly Service Charges.

1. There shall be no participation Capacity Ccharge for a central recreation building or washroom in a residential mobile home park, condominium, or apartment complex so long as the use thereof is restricted to occupants of the mobile home park, condominium, or apartments. The ~~real~~ property owner shall substantiate the private, restricted use of said facilities in writing to the District.

### 2.03.050 Monthly Service Charges – General

- A. A monthly service charge for each equivalent dwelling unit shall be fixed and established by ordinance/code and may be changed from time to time by the Board of Directors in accordance with provisions of Sections 12809 and 14401 of the Public Utilities Code. The monthly service charge for multiple dwelling units shall be the basic EDU rate multiplied by the number of equivalent dwelling units.
- B. In the event a structure is altered to produce more than a single EDU, including the addition of an ADU or JADU on the property, an additional monthly service charge shall be due for each additional EDU or portion thereof produced. Payment of such charges shall be the responsibility of the ~~real~~ property owner.
- C. The ~~real~~ property owner shall remain liable for the monthly service charge as long as the building sewer is connected to the public sewer system, regardless of vacancy. Before an owner can be removed from billing for monthly service

charges, the building sewer shall be physically disconnected from the public system at the property line cleanout or point of connection with the public system in accordance with the District Specifications. Reconnection shall be made under the direction of the District. All work and costs shall be the responsibility of the owner and shall be inspected and approved by the District. In cases of vacancy where the property is not physically disconnected, the service charge shall be based on the classification of the last occupant(s) of the structure.

2.03.060

### Monthly Service Charges – Commercial / Industrial

A. The Determination of Monthly Service Charges for Commercial or Industrial EDUs shall be as follows:

~~4.~~ For purposes of this Code, the monthly service charge, which is billed quarterly, for Low Strength-Low Quantity commercial or industrial EDU's shall be determined in accordance with the classifications set forth in

~~2.1.~~ 2.03.020 of this Code. ~~3 B. for sewer participation charges.~~

~~3.2.~~ The monthly service charge, which is billed quarterly, for High Strength-High Quantity commercial or industrial EDU's shall be determined in accordance with the formula set forth in 2.03.030 of this Code ~~04 for sewer participation charges.~~

a. In addition, special treatment and/or handling costs may be added as determined by the General Manager.

~~4.3.~~ In no case shall the monthly service charge for a structure be less than one (1) EDU per business. Quarterly service charge billings shall be in the name of and be the responsibility of the real property owner.

~~5.4.~~ Industrial processing plants and similar heavy or unusual uses not classified by the provisions of this Code shall be charged monthly service charges and fees as determined by the General Manager.

B. Unoccupied Use – In cases of vacancy where commercial property is not physically disconnected from the sewer, the service charge shall be based on the classification of the last occupant(s) of the structure unless the owner makes written application for a change in use from “occupied” to “unoccupied”. A commercial property owner is, under certain conditions, eligible for a reduction in monthly service charges for a building/space when a “change in use” from “occupied” to “unoccupied” occurs.

1. The building/space shall have been unoccupied for a continuous three-month (3 month) period immediately preceding the request for a change in

use. Waiver or reduction in the ongoing service charge applicable for the last occupied use will not be made for this three-month or prior periods.

2. The property owner shall apply (on a form to be provided by the District) for the change in use from occupied to unoccupied for the reduction in the monthly service charge. Reapplication for the reduction in the monthly service charge shall be made by the owner on a quarterly basis. The Application for an ongoing unoccupied use shall be received by the District between the 15th and 21st day of the end month of the applicable billing quarter (i.e. Mar~~ch~~, Jun~~e~~, Sept~~ember~~, Dec~~ember~~).
3. In the event a building/space remains unoccupied, and the owner does not reapply, the monthly service charge shall revert to the last occupied use.
4. The minimum charge for the unoccupied use shall be calculated at 1/3 EDU per 1,000 square feet (sq.ft.), (but not less than one (1) EDU per building/space when the square footage is less than 3,000 sq. ft).
5. The property owner shall promptly notify the District when re-occupancy occurs. This application terminates upon re-occupancy.
6. The property/customer account must be current (no past due balances) for the application to be considered.
7. The District shall be notified of any change in property ownership. Any Application and the terms and conditions in effect at the time of a transfer or sale of the property will be binding on the successor.

### **2.03.070 Monthly Service Charges – Residential**

- A. The Determination of Monthly Service Charges for Residential EDU's shall be as follows:
  1. For purposes of this Code the monthly service charge, which is billed quarterly, for residential EDU's shall be determined as follows: Dwelling units, including, but not limited to single-family homes, duplexes, condominiums, mobile homes, secondary living units, ADU, JADU, and apartments shall be one (1) EDU per living unit.
  2. In no case shall the monthly service charge for a residential structure be less than one (1) EDU per dwelling unit. Quarterly service charge billings shall be in the name of and be the responsibility of the real property owner.

### **2.03.080 Lifeline Low-Income Rate Assistance Program**

- A. Every qualified household shall receive a discount of \$5.00 per month on utility rates.
  1. The program will be limited on an annual basis to the first 500 households



who apply to participate in the program and qualify under the income eligibility requirements. Staff shall establish a process to accept and select qualifying households. The process shall include a provision that should more than 500 households apply and qualify and additional District resources from delinquent fees are prudently available for use as determined by District staff such that additional eligible households may participate, the additional eligible households shall be selected by random lottery.

- B. Qualified Households – Only an owner-occupant of residential property who is currently billed as a customer of the District is eligible to apply. To qualify, the total combined gross annual income (based on the number of household members) of all persons residing in a dwelling unit must be at or below the amount currently in ~~the~~ use by the Pacific Gas ~~& and~~ Electric Company California Alternative Rates for Energy (CARE) program available for residential single-family occupants.
1. Applicants must submit to the Administrative Services Department of the District proof of their eligibility in the CARE program to qualify.
  2. The total income of all adult residents in the household, who actually occupy the dwelling unit, must meet the income requirements for the CARE Program.
- C. Each household shall be required to re-qualify on an annual basis and shall submit the updated proof of PG&E CARE program eligibility to the District as part of the requalification.

### **2.03.090 Charges and Fees – Other Regulations**

- A. Pursuant to the provisions of Section 12811 of the Public Utilities Code, all fees, tolls, rates, rentals, or other charges established by the provisions of this Code may be collected by any lawful means including an action at-of law and all remedies for the collection and enforcement thereof are cumulative and may be pursued alternatively or consecutively.
- B. Pursuant to the provisions of Section 12811.1 of the Public Utilities Code, the owner of record of real property within the District is required to pay the fees, tolls, rates, rentals, or other charges for services rendered to a lessee, tenant, or other occupant of the property and those fees, tolls, rates, rentals and other charges that have become delinquent together with interest and penalties thereon, will constitute a lien on the property when a certificate is filed in the Office of the County Recorder and such lien has the force, effect, and priority of a judgment lien.
- C. Any fees, rates, or charges imposed or established by the provisions of this (all) Code(s) shall not exceed the reasonable cost to the District of the rendition of the service for which the fee or charge is imposed.



### **2.03.100 Government Code 66013**

- A. Capacity Charges or other similar fees may be imposed by the District pursuant to the provisions of Government Code 66013, as is current or as may be amended in the future.

## **CHAPTER 2.04 APPLICATION PERMITS**

### **2.04.010 Compliance with District Regulations**

- ~~A. Any application to connect to the District's sewer system shall comply with all District specifications, codes, ordinances, rules, and regulations. multiple-residential complexes, commercial establishments and other non-residential type use shall include a completed Declaration of Density form provided by the District. The Declaration of Density shall be completed by the real property owner at the time that sewer service is applied for.~~
- ~~A.B. All multiple residential complexes, commercial establishments, and other non-residential type use shall include a completed Declaration of Density form provided by the District. The Declaration of Density shall be completed by the real property owner at the time that sewer service is applied for.~~

### **2.04.20 Classes of Applications**

- A. There shall be three (3) classes of sewer applications as follows:
  - 1. For residential service.
  - 2. For commercial service.
  - 3. For service to establishments producing industrial wastes.

### **2.04.030 Application for Permit**

- A. In cases where connection is required to an existing lower lateral, the ~~owner/a~~applicant shall make application on the ~~Participation Application Sewer Permit~~ form provided by the District and pay the applicable inspection fees in accordance with the District's Fee Schedule ~~Resolution~~.
- B. In the case of subdivisions and/or construction of public sewer facilities to be dedicated to the District, no application shall be accepted by the District until said facilities have been constructed and accepted by the District, unless otherwise authorized by the General Manager.
- C. The plan check and inspection fees for construction of such public sewer facilities shall be paid in accordance with the District's Fee Schedule ~~Resolution~~.

- D. In cases where the owner/applicant must construct an individual building sewer to an existing collector sewer, all procedures and work shall conform to applicable sections of the District Specifications. The owner/applicant shall be responsible for all fees and costs in accordance with the District's Fee Schedule ~~Resolution~~.
- E. The ~~Participation Application~~ Sewer Permit shall be supplemented by any other information considered pertinent by the General Manager.
- F. All ~~participation Capacity C~~ charges shall be paid at the time of application for service.
- G. No application for sewer service will be accepted without a copy of a valid building permit.

## CHAPTER 2.05 SEWER DESIGN AND CONSTRUCTION REQUIREMENTS

### 2.05.010 General

- A. The design and construction of building sewers, private sewers, and public sewers shall be in conformance with this Code and the District Specifications.

### 2.05.020 Building Sewers

- A. All costs and expenses incidental to the installation and connection of any building sewer to the District's facilities shall be borne jointly and severally by the owner/applicant thereof and said owner/applicant shall indemnify the District from loss or damage that may directly or indirectly be occasioned to any party by the installation of the building sewer.
- B. A separate and independent building sewer shall be provided for every structure on a parcel; provided, however, that the provisions of this Section may be waived by the General Manager.
  1. If waived by the General Manager, two or more structures on a single parcel under one ownership may be served by the same common building sewer if it is unlikely, under local agency zoning and general plans, that the parcel can be subdivided in the future.
  2. If for any reason, the property is subsequently divided, each building is required to then be separately and independently connected to the public sewer. It shall be unlawful for the owner(s) of the subdivided property to thereafter continue to use in common the same building sewer.
  3. No additional structure(s) on a single parcel shall connect to or be served through any other structure's building drain.

4. Any additional structure(s) on a single parcel where the wastewater must be lifted by artificial means for discharge shall be separately and independently connected to a collector sewer; unless otherwise approved by the District.

C. No backfill shall be placed until the work has been inspected by the District, and in the event of a violation of this requirement, the sewer facilities must be uncovered at the owner/applicant's expense, and the District shall have the right to disconnect said property from the District sewer system until such violation is corrected. The owner of said property shall pay to the District a Reconnection Charge in accordance with the District's Fee Schedule Resolution prior to the reconnection, together with all costs and expenses incurred by the District in making such reconnection.

D. Existing building sewers may be used in connection with new structures only when they are found, after examination and testing, to meet all of the requirements of the District Specifications. All examinations and testing shall be done by the real property owner under District inspection. Said owner shall be responsible for all associated costs for such examinations and testing and shall be responsible for correcting all deficiencies at their/his/her expense prior to making connection; provided however, that in cases when the building sewer lower lateral has previously been in service with the District, the District may opt to perform repairs on the lower lateral at its expense.

E. Any damage to the District sewer facilities caused as a result of the installation of a building sewer shall be the responsibility of the owner/applicant, and the owner/applicant shall be responsible for all costs incurred by the District.

### **2.05.030 Private Sewers**

- A. All private sewer systems shall be designed and constructed in accordance with applicable sections of this Code and District Specifications.
  1. The District shall have the right to inspect the installation and/or repair of all private laterals, mains, and appurtenances, and the owner/applicant or operator shall be obligated to pay to the District applicable fees and costs in accordance with the District's Fee Schedule Resolution.
  2. In the case of mobile home parks, as with all private sewer systems, all in-tract laterals, mains, and appurtenances shall be and remain the property of the mobile home park owners, and the District shall have no obligation to operate, maintain, repair or replace any private facilities.

### **2.05.040 Public Sewers – Main Extensions**

- A. Main Extensions. Each property owner is responsible for the installation of a

collector sewer across the property frontage or through the property, as the case may be, to serve additional land in the natural drainage or shed area. Said installation shall be made at the sole cost of the owner/applicant or developer of the property or property frontage.

B. There shall be on file in the District's office a Master Plan or System Evaluation and Capacity Assurance Plan (SECAP) showing the District's existing and proposed trunk sewer system (Trunk Sewer Mains and Major Facilities) to accommodate future growth.

1. In the event that the connection of a structure or property to the District's sewer system involves a main extension ~~which that~~ forms a part of the District's existing or proposed trunk system (Trunk Sewer Mains or Major Facilities) as shown in the aforesaid Master Plan or SECAP, the District may participate in the cost of installation of said main extension to the extent that the amount or size of pipe and appurtenances involved constitute a benefit to the District generally and the cost of such main extension and appurtenances benefiting only the owner/applicant or developer of the property or structure shall be borne by such owner/applicant or developer.

2. In the event that the connection of a structure or property to the District sewer system does not involve an extension to the District trunk system as shown by the aforesaid Master Plan or SECAP, said installation shall be made at the sole cost of the owner/applicant or developer.

C. In the event the District requires that an owner/applicant or developer construct or reconstruct sewers of a size larger than would normally be required to serve the real property owner/applicant or developer, the District may agree in writing to participate in the cost of the oversizing of such facilities.

1. In no event shall the District be obligated to participate in the cost of oversizing such facilities that have already been constructed and accepted by the District.

D. The District may, ~~in~~at its discretion, negotiate and enter into a Credit or Reimbursement Agreement under the terms of Chapter 4 of this Code, whereby a property owner or developer may obtain credits in lieu of payment of ~~sewer-Participation-Capacity C~~Charges for the construction of Trunk Sewer Mains and Major Facilities (as defined in 4.01.035 Appendix A of this Code) and/or seek reimbursement for the costs of construction of Trunk Sewer Mains and/or Major Facilities under the eligibility criteria set forth herein.

1. In no event shall the District be obligated to consider, negotiate or enter into any Credit or Reimbursement Agreement for facilities that have already been constructed and accepted by the District.

- E. The District may, ~~in~~at its discretion, negotiate and enter into refund agreements with the owner of lands in cases where such lands are being improved and the owner has or will install facilities ~~which~~that can be used for the benefit of property adjacent to but not participating in the original cost of construction. The amount of the refund agreement shall be computed solely upon the quantity of sewer actually installed using a Schedule of Values for Pipeline Construction Costs adopted by Board Resolution,
  1. In no event shall the District be obligated to consider, negotiate or enter into any refund agreement for facilities that have already been constructed and accepted by the District.
  2. In no event shall the obligation assumed by the District pursuant to any refund agreement extend beyond the term of ten (10) years from the date of such agreement.
- F. All public sewer main extensions and/or installations shall be within public rights of way or properly granted/dedicated easements to the District.
- G. The District is to have permanent easements for all sewer facilities located outside the public right-of-way. This may require the conveyance of permanent easements at the time of property development or entitlement and will require a separate conveyance document. The widths of the required easement shall be in compliance with District specifications in effect at the time of development. Any existing substandard easements, within the limits of a proposed project shall be upgraded to current standards before approval of improvement plans, issuance of sewer permit, change of use, or other entitlement request.
- H. District funds representing basic ~~participation~~Capacity Charges shall not be used for the purpose of financing or in any way participating in the cost of wastewater collection systems required by the District to be built by others.

## CHAPTER 2.06 VIOLATIONS

### 2.06.010 Public Nuisance

- A. A violation of this Code shall constitute a public nuisance and may be abated by legal —action.

### 2.06.020 Notice to Correct

- A. Any violation of this Code must be corrected by the record owner of the real property immediately upon notification by the General Manager to do so, and in the event such violation is not corrected within five (5) days after such notification,

the District may pursue any remedy available to it under the law, including a declaration that such violation constitutes a public nuisance. Such remedies include, but are not limited to, the following:

1. Issuance of Notices to Correct, Warnings of Non-Compliance, Notice of Violation, and Cease and Desist Orders. When the District finds that a discharge of wastewater is taking place or threatening to take place in violation of prohibitions or limits of this Sewer Code or wastewater source control requirements or the provisions of a wastewater discharge permit, the General Manager or their designated representative, may issue Notices to Correct, Warnings of Non-Compliance, Notice of Violation, and Cease and Desist Orders and direct that those persons not complying with such prohibitions, limits, requirements, or provisions (1) comply forthwith, (2) comply in accordance with a time schedule set by the General Manager or their designated representative, or (3) in the event of a threatened violation, take appropriate remedial or preventative action.
2. Requiring Discharger to Submit Schedule of Remedial or Preventive Measures. When the General Manager or their designated representative, finds that a discharge of wastewater is taking place or threatening to take place that violates or will violate prohibitions or limits prescribed by this Sewer Code or wastewater source control requirements or the provisions of a wastewater discharge permit, the General Manager or their designated representative, may require the discharger to submit for approval of the District, with such modifications as he deems necessary, a detailed time schedule of specific actions the discharger shall take in order to correct or prevent a violation of requirements.
3. Damage or Theft or Vandalism to Facilities. When the discharge of wastewater causes an obstruction, damage, or other impairment to District facilities, the District may recover costs from the discharger to correct the problem caused by the discharger. District facilities include, but are not limited to, pipes and appurtenances, manholes, cleanouts, lift stations, fences, gates, and access roads.
4. Termination of Service. The District may terminate or cause to be terminated wastewater disposal or wastewater service to any premises if a violation of any provision of this Sewer Code pertaining to control of wastewater is found to exist or if a discharge of wastewater causes or threatens to cause a condition of contamination, pollution, or nuisance, as defined in this Sewer Code. This provision is in addition to other statutes, rules, or regulations authorizing termination of service for delinquency in payment, or for any other reason.

### **2.06.030 Costs and Expenses**

- A. Any costs and expenses incurred by the District in correcting violations and/or pursuing any remedy available to it under the law, including all attorneys' fees, expert witness fees, laboratory testing fees, and all other related expenses, shall be the responsibility of the record owner of the real property.

### **2.06.040 Civil and Criminal Penalties**

- A. Any person violating the provisions of this Code shall be subject to any and all existing criminal and civil penalties provided for under the laws of the State of California, and in addition thereto, shall be responsible to the District for any and all damages caused to the District by such violations. These include the ~~following~~following:

#### **1. Civil Liability Penalties. Civil liability may be imposed by the District in the manner provided in this Section as follows:**

- a. In an amount ~~which that~~ does not exceed ~~one thousand dollars~~ (~~\$1,000~~) for each day for knowingly or willfully failing or refusing to furnish technical or monitoring reports.
  - b. In an amount which does not exceed ~~five thousand dollars~~ (~~\$5,000~~) for each day of intentionally or negligently discharging hazardous waste, as defined in Section 25117 of the Health and Safety Code, knowingly falsifying any information provided in any furnished technical or monitoring report.
  - c. In an amount ~~which that~~ does not exceed ten dollars (\$10) per gallon for discharges in violation of any of the District's cease and desist or other orders, or prohibitions issued, reissued, or adopted by the District.
  - d. In an amount that covers the costs of staff time and equipment and material costs.
  - e. For specific violations, the District may adopt a schedule of fines for appropriate offences that shall be adopted and updated by Resolution.
2. Criminal Penalties. Civil liability may be imposed by the District in the manner provided in this Section as follows:
- a. Any person who intentionally discharges wastewater in any manner, in violation of any order issued by the General Manager or their designee, which results in contamination, pollution, or a nuisance, as defined in this Ordinance, is guilty of a misdemeanor

and may be subject to criminal penalties of not more than \$1,000 per day for each such violation, including, but not limited to, any violation of pretreatment standards or requirements.

b. Any person who knowingly makes any false statement or representation in any record, report, plan, or other document filed with the District, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required by the District, shall be punished by a fine of not more than ~~twenty-five thousand dollars (\$25,000)~~ or by imprisonment in the county jail for not more than six (6) months, or by both.

### 3. Civil Enforcement Remedies

a. The District may pursue any of the alternative civil remedies herein against any discharger who violates the provisions of this Sewer Code.

### 4. Civil Enforcement Penalties

a. Any person who fails to comply with any order issued by the District, including orders related to pretreatment standards or requirements, shall be subject to a civil penalty not to exceed ~~\$ten thousand dollars (\$10,000)~~ for each day in which the discharge, violation, or refusal occurs.

b. Any person who intentionally or negligently violates any Notice to Correct issued by the District for violation of rules regulating or prohibiting discharge of wastewater which causes or threatens to cause a condition of contamination, pollution, or nuisance, as defined in this article, may be liable civilly in a sum not to exceed ~~twenty-five thousand dollars (\$25,000)~~ for each day in which the violation occurs. The District's legal counsel, upon request of the District's Board of Directors, shall petition the Superior Court to impose, assess, and recover such sums.

c. Injunction. Whenever a discharge of wastewater is in violation of the provisions of this Ordinance, including but not limited to violation of a pretreatment standard or requirement, or otherwise causes or threatens to cause a condition of contamination, pollution, or nuisance, or whenever non-discharge violations occur—including failure to submit a required report or failure to allow the District's inspectors access to an industrial facility, the District may petition the Superior Court for the issuance of a preliminary or permanent injunction, or both, as may be appropriate, restraining the continuance of such violations.



## B. Appeals

1. In accordance with ~~Sewer Code Section~~Chapter 1.15.010 of this Code, any permit applicant, permit holder, or ~~d~~Discharger affected by any action denying a permit application, modifying a permit, or issuing an issue Warnings of Non-Compliance, Notice of Violation and Cease and Desist Orders or any other order made by the General Manager or their designated representative in implementing the provisions of this Sewer Code, may file with the District a written request for reconsideration or appeal of the General Manager's decision to the Board of Directors.

## **CHAPTER 2.07 MISCELLANEOUS PROVISIONS**

### **2.07.010 Conflicts**

- A. In the event of a conflict between any provision of this Code and the provisions of any other ordinance, rule, or regulation promulgated by any California city or county or by any federal or state agency, the provisions of this Code shall prevail except in cases where Federal or California law provide otherwise.

### **2.07.020 Severability**

- A. It is hereby declared that in the event any provision or section of this Code is declared void or invalid by any Court of competent jurisdiction, ~~that~~ the remaining sections of the Code shall not be affected thereby, and it is the intent of said Board of Directors to enact each and every, all and singular, of the provisions of this Code irrespective of any provision which may be declared null and void.

### **2.07.030 Vested Contractual Rights Not Affected**

- A. No provision of this Code shall be construed as altering or affecting any vested contractual rights between the District and any person, firm, or corporation with whom a valid contract exists as of the effective date of this Code.

### **2.07.040 Prior Ordinance Repealed**

- A. Prior Ordinances of South Placer Municipal Utility District affecting items in this Code are hereby repealed as of the date of adoption of this Code by the Board.

# South Placer Municipal Utility District Code

## CHAPTER 2 SEWER USE

<b>CHAPTER 2.00 GENERAL .....</b>	<b>3</b>
<b>CHAPTER 2.01 DEFINITIONS.....</b>	<b>3</b>
<b>CHAPTER 2.02 PUBLIC SEWER .....</b>	<b>3</b>
2.02.010 Permission Required .....	3
2.02.020 Protect from Damage .....	3
2.02.030 System Accessibility .....	3
2.02.040 Connection to the Public Sewer Required .....	4
2.02.050 Prohibited Discharges .....	4
2.02.060 Preliminary Treatment.....	6
<b>CHAPTER 2.03 CHARGES AND FEES .....</b>	<b>6</b>
2.03.010 Capacity Charges – General.....	6
2.03.020 Capacity Charges – Commercial / Industrial.....	7
2.03.030 Capacity Charges – High Strength-High Quantity Commercial / Industrial Users.....	9
2.03.040 Capacity Charges – Residential .....	10
2.03.050 Monthly Service Charges – General.....	12
2.04.060 Monthly Service Charges – Commercial / Industrial.....	13
2.03.070 Monthly Service Charges – Residential .....	14
2.03.080 Lifeline Low-Income Rate Assistance Program .....	15
2.03.090 Charges and Fees – Other Regulations .....	15
2.03.100 Government Code 66013.....	16
<b>CHAPTER 2.04 APPLICATION PERMITS.....</b>	<b>16</b>
2.04.010 Compliance with District Regulations.....	16
2.04.020 Classes of Applications .....	16
2.04.030 Application for Permit .....	16
<b>CHAPTER 2.05 SEWER DESIGN AND CONSTRUCTION REQUIREMENTS .....</b>	<b>17</b>
2.05.010 General .....	17
2.05.020 Building Sewers.....	17

2.05.030 Private Sewers ..... 18

2.05.040 Public Sewers – Main Extensions..... 18

**CHAPTER 2.06 VIOLATIONS ..... 20**

2.06.010 Public Nuisance..... 20

2.06.020 Notice to Correct..... 20

2.06.030 Costs and Expenses..... 21

2.06.040 Civil and Criminal Penalties ..... 22

**CHAPTER 2.07 MISCELLANEOUS PROVISIONS ..... 24**

2.07.010 Conflicts ..... 24

2.07.020 Severability..... 24

2.07.030 Vested Contractual Rights Not Affected ..... 24

2.07.040 Prior Ordinance Repealed ..... 24

## CHAPTER 2 SEWER USE

### CHAPTER 2.00 GENERAL

- A. This chapter in whole or in part is based on excerpts from Ordinance 09-02 adopted by the Board of Directors on July 2, 2009, and shall govern the use of public and private sewers and shall establish the rules and regulations for service and services rendered by the District.

### CHAPTER 2.01 DEFINITIONS

- A. Appendix A of this Code, titled "Definitions" shall give meaning to the words and phrases as used in this Code, or any Chapter of this Code.

### CHAPTER 2.02 PUBLIC SEWER

#### 2.02.010 Permission Required

- A. No person shall uncover, make any connections with, or opening into, use, alter, or disturb any public sewer or appurtenance without first obtaining permission from the District and paying all fees and charges as established under the provisions of this Code.

#### 2.02.020 Protect from Damage

- A. No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, remove, or tamper with any structure, appurtenance, or equipment that forms any part of the District's public sewer system or any private sewer facility that may directly or indirectly affect any of the District's public sewer system.
- B. Any person violating the provisions of this Chapter shall be responsible for any and all costs, damages, repair and/or replacement of any structure, appurtenance, or equipment caused to the District by such violations.

#### 2.02.030 System Accessibility

- A. It is the customer's responsibility to ensure the Property Line Clean Out (PLCO) is readily accessible at all times. When a PLCO cannot be accessed by the District, the owner will be notified and shall correct the condition(s). If the issue is not rectified within thirty (30) days after notification, District staff will make the correction(s) and the customer will be responsible for actual costs incurred.

- B. Representatives of the District shall have the right of ingress to the customer's premises at reasonable hours for any purpose reasonably connected with the furnishing of sewer service.

#### **2.020.040 Connection to the Public Sewer Required**

- A. It is unlawful for the owner, occupant, or lessee of any lot or parcel of land situated within the District, which lot or parcel has thereon a building equipped with any plumbing fixture, to neglect or refuse to have any such buildings connected with the District wastewater collection system so that the drainage from each and every such plumbing fixture shall flow into the sewer; provided, that there is such a sewer in the street, alley or right-of-way near such lot or parcel of land and not more than 300 feet distant from such building. Domestic plumbing systems that incorporate nonpotable water reuse systems, such as gray water reuse systems, shall be exempt from this section provided that they are installed and constructed in accordance with local municipal ordinances or codes, the then-current provisions of California Plumbing Code, Chapter 16 - Alternate Water Sources For Nonpotable Applications and Chapter 16A - Nonpotable Water Reuse Systems, governing the construction, alteration, discharge, use, and repair of gray water systems.
- B. When ordered by the District, or when and where the state, county, or city public health department determines a health hazard exists or is imminent, the owner of all structures, as defined within this Code, situated within the limits of the District and abutting on any street, alley or right-of-way or in proximity thereto in which there is located a public sewer of the District, is hereby required at their expense to connect such structures directly with the proper public sewer in accordance with the provisions of this Code, within ninety (90) days after receipt of written, mailed notice to do so, provided said public sewer is within 300 feet of the nearest property line of the property containing such structures; unless otherwise waived by the General Manager upon exigent circumstances.
- C. In the event of a violation of this Chapter, the District may connect such structures to the public sewer and the owner or occupant of such structures shall be jointly and severally responsible to the District for the cost of such connection in addition to the regular Capacity Charge, monthly service charge and any other reasonable and necessary charges imposed by the District and such costs shall become a lien on the real property pursuant to the applicable provisions of the Health & Safety Code of the State of California.

#### **2.02.050 Prohibited Discharges**

- A. No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, cooling water, refrigeration, or air conditioner cooling water, swimming pool drainage from single-family residences or industrial process waters to any public sewer.

- B. Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters, wastewaters, or wastes to any public sewers:
1. Any liquid or vapor having a temperature higher than 150 degrees F.
  2. Any water or waste that may contain more than 100 parts per million, by weight, of FOG.
  3. Any gasoline, benzene, naphtha, fuel oil, or other flammable, or explosive liquid, solid, or gas.
  4. Any garbage.
  5. Any discharge of wastes from recreational vehicles (RV) outside of permitted RV dump sites or camping sites.
  6. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, non-dispersible items, including wipes and "flushable wipes," feather, fur, plastic, wood, paunch manure, or any other solid or viscous substances capable of causing obstruction to the flow in sewers and/or causing or with the potential to cause SSO's or other interference with the proper operation of the sewage works.
  7. Any water or waste having a pH lower than 5.5 or higher than 9.0 or having any corrosive property capable of causing damage or hazard to the structures, equipment, and personnel of the sewage works.
  8. Any water or waste containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewage treatment plant.
  9. Any waters or waste containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant.
  10. Any noxious or malodorous gas or substance capable of creating a public nuisance.
- C. The admission into the public sewers of any wastewater or wastes generated from any nonresidential type use shall conform to SPMUD Ordinance 88-3, the District's ordinance adopting Chapter 14.26 of the Municipal Code of the City of Roseville relating to industrial wastewater.
- D. Discharge from FSEs shall be in conformance with Chapter 3 of this Code, establishing requirements regarding Fats, Oils and Grease (FOG).
- E. No provision of this Code shall be construed to prohibit any special agreement or

contract between the District and any non-residential user whereby waste of unusual strength, characteristic, or quantity as determined by this Code may be accepted for treatment, subject to payment, therefore. Any agreement made in accordance with this section shall conform to the provisions of this Code and Ordinance 88-3.

### **2.02.060 Preliminary Treatment**

- A. Where preliminary treatment facilities are provided for any wastewater or waste, they shall be maintained continuously in satisfactory effective operation, by the owner at their expense.
- B. Grease control devices and sand oil separators, as required by the District, shall be provided for the proper handling of liquid wastes containing grease or any flammable wastes, sand, or other harmful ingredients, except that such devices shall not be required for private living quarters or dwelling units.
- C. All devices shall be of a type and capacity approved by the District and shall be located as to be readily accessible for cleaning and inspection.
- D. All grease control devices and sand and oil separators shall be maintained by the owner, at their expense, in continuously efficient operation, at all times.

## **CHAPTER 2.03 CHARGES AND FEES**

### **2.03.010 Capacity Charges – General**

- A. No person shall connect any building sewer, alter, or change the use of any commercial structure or equivalent dwelling unit or portion thereof, or enlarge any commercial structure until a Capacity Charge for each connection, enlargement, alteration, or change of use has been paid to the District as provided in this Code.
- B. The provisions of this Chapter are enacted pursuant to the provisions of Article IV, Chapter 6, Sections 5400 et seq. of the Health and Safety Code and Section 66000 of the Government Code. Pursuant to the provisions of Section 5474 of the Health and Safety Code all participation charges fixed herein for the privilege of connecting to the District's wastewater system shall be due and payable prior to such connection.
- C. Notwithstanding the preceding, payment of Capacity Charges due the District from non-residential users may, at the District's discretion, be deferred and made payable over a period of time under such terms and conditions as may be imposed by the Board in accordance with District Policy 3350 – Deferred Capacity Charges or any amendments thereto.

- D. In the event a structure is altered to produce more than a single EDU, an additional Capacity Charge shall be due for each additional EDU or portion thereof produced. Payment of such fees and charges shall be the responsibility of the real property owner. Alterations of an existing residential structure to construct an ADU or JADU within the meaning of California Government Code Section 66313, as amended, shall not be charged an additional Capacity Charge, except as otherwise permitted by state statute and as provided in this Code.
- E. In the event additional Capacity Charges become due from a structure previously connected to District's wastewater system, such charges shall become due immediately upon completion of the enlargement or alteration which results in additional Capacity Charges and in the event such charges are not paid when due, the amount of such charges shall constitute a lien against the respective lots or parcels of land to which the facilities are connected. Prior to making such fees or charges a lien, the District shall give notice to the owners of the lots or parcels of land affected pursuant to the provisions of Section 5474 of the Health and Safety Code.
- F. In the event a connection, change in use or alteration of any commercial structure, enlargement of any commercial structure, or change in number of equivalent dwelling units within a structure has been made in violation of the provisions of this Section, the real property owner where such connection, alteration, change, or enlargement has occurred shall be responsible to the District for the payment of Capacity Charges, and, in addition, may be required to disconnect the building sewer from the public sewer and reconnect to the public sewer under the District's supervision and shall be required to pay, in addition to such Capacity Charge, a reconnection charge in accordance with the District's Fee Schedule, together with all actual costs and expenses incurred by the District in making such reconnection. A basic Capacity Charge for each equivalent dwelling unit shall be fixed and established by ordinance/code and may be changed from time to time by the Board of Directors in accordance with provisions of Sections 12809 and 14401 of the Public Utilities Code and Section 66000 of the Government Code.

### **2.03.020 Capacity Charges – Commercial / Industrial**

- A. Determination of Commercial or Industrial Equivalent Dwelling Units. For purposes of this Code, commercial or industrial EDU's shall be determined as follows:
  - 1. General Regulations
    - a. Not less than one (1) EDU per building.
    - b. Prescribed Capacity Charges apply only to the particular uses listed herein. Where multiple uses, and/or tenants within the meaning of this Code, are contained or can be contained in the same



structure, the General Manager, based on building permit data, applicable zoning, and plans of the developer, will allocate the respective square footage for the various uses and/or tenants, and determine a composite Capacity Charge composed of the respective Capacity Charges for each such use and/or tenant. Subsequent modifications to any structure may result in reclassification and the assessment of additional incremental Capacity Charges.

- c. No refunding of previously paid Capacity Charges will be made where modifications are made to any structure that places it in a classification with a lower Capacity Charge rate.
- d. The real property owner shall be responsible for payment of any and all additional charges.

2. Low Strength-Low Quantity Commercial or Industrial Users. For commercial or industrial units having wastewater strength of less than 200 mg/1 B.O.D. and/or suspended solids, and a quantity of less than 25,000 gpd, an EDU shall be determined as follows:

<b>1. Low Occupancy User</b>	
a) Parking Garage	per every 5 employees (NOT less than 1 EDU)
b) Regional Distribution Facilities	
c) Storage Buildings	
<b>2. Low-Density Users</b>	
a) Church (w/o kitchen)	1/6 EDU per 1,000 sq. ft.
b) Warehouse / Commercial Storage	
<b>3. Medium Density User</b>	
a) Church (w/ kitchen & meeting hall)	1/3 EUD per 1,000 sq. ft.
b) School (w/o cafeterias or gymnasiums w/ showers)	
c) Bowling / Entertainment Center (w/o kitchen)	
d) Day Care Center (w/o kitchen)	
e) Sports / Fitness Center (w/o showers)	
f) Retail Store	
g) Bank / Offices (other than medical / dental)	
h) Chiropractor / Counseling Office (w/ limited medical services)	
i) Theaters (theaters that provide dining services shall be considered FOG-producing FSE)	
j) Auditorium / Halls / Lodges	

<b>4. High Density User</b>	
a) Barber / Beauty Shop / Nail Salon	
b) School (w/ cafeterias or gymnasiums w/ showers)	
c) Bowling / Entertainment Center (w/ kitchen)	
d) Day Care Center ( w/ kitchen)	
e) Sports / Fitness Center (w/ showers)	
f) Medical / Dental Facility	2/3 EDU per 1,000 sq. ft.
g) Service Station / Mechanic Shop	
h) Pet Grooming Center	
i) Veterinary Clinic	
j) Bars	
k) Coffee / Tea Shops / Kiosks (w/ limited food preparation)	
l) Ice Cream / Frozen Yogurt / Shaved Ice	
<b>5. Special Commercial User</b>	
a) Car Wash (per automatic wash stall)	8 EDU per unit
b) Car Wash (per self-service wash stall)	2 EDU per unit
c) Laundromat	2/3 EDU per washer
d) Market / Mini-Market (w/o disposal)	2/3 EDU per 1,000 sq. ft.
e) Market / Mini-Market (w/ disposal)	2 EDU per 1,000 sq. ft.
f) FSE (FOG producing establishment)	2 EDU per 1,000 sq. ft.
g) FSE (low-FOG producing establishment w/ limited food preparation)	1 EDU per 1,000 sq. ft.
h) FSE Outside / Overflow Dining Area (w/covered area)	2 EDU per 1,000 sq. ft.
i) FSE Outside / Overflow Dining Area (w/o covered area, but fenced)	1 EDU per 1,000 sq. ft.
j) Mortuaries	2 EDU per 1,000 sq. ft.
k) Hospital	1/2 EDU per licensed bed
l) Rest Home / Convalescent Hospital / Memory Care / Assisted Living	1/3 EDU per licensed bed
m) Camping / Recreational Vehicle Site	1/2 EDU per site
n) Recreational Vehicle Dump Site	1 EDU per site
o) Hotel / Motel Unit (w/ kitchen)	1 EDU per unit
p) Hotel / Motel Unit (w/o kitchen)	1/2 EDU per unit
<b>6. Other Commercial / Industrial Users Not Listed</b>	based on a study authorized by the General Manager

**2.03.030 Capacity Charges – High Strength-High Quantity Commercial / Industrial Users**

- A. For commercial or industrial users having wastewater strength of greater than 300 mg/l BOD or COD and 50mg/l suspended solids, and/or a quantity of greater than or equal to 25,000 gallons per day (gpd), and/or requiring either special handling

or treatment, an EDU shall be determined as follows:

$$\text{EDU's} = \frac{\text{gpd}}{175} \left( 0.61 + \frac{\text{BOD or COD}^{\text{mg/L}}}{300} (0.22) + \frac{\text{suspended solids}^{\text{mg/L}}}{500} (0.17) \right)$$

1. In addition, special treatment and/or handling costs may be added as determined by the General Manager.
2. Industrial processing plants and similar heavy or unusual uses not classified by the provisions of this Code shall be charged Capacity Charges and fees as determined by the General Manager.

### **2.03.040 Capacity Charges – Residential**

A. For purposes of this Code, Residential Equivalent Dwelling Units (EDUs) shall be determined as follows:

1. All dwelling units, including but not limited to single-family homes, duplexes, condominiums, mobile homes, and apartments shall be one (1) EDU per living unit, except for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs).

B. ADU - As defined in California Government Code Section 66313:

*Accessory Dwelling Unit” means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:*

*(A) An efficiency unit (as defined in California Health & Safety Code Section 17958.1.)*

*(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.*

1. An ADU shall not be considered a Residential EDU for the purposes of the assessment of a Capacity Charge, and shall not be assessed a Capacity Charge, provided the following conditions are met as specified in Government Code Section 66313 and the ADU complies with all requirements of the local agency having jurisdiction over the permitting and construction of the ADU in the District service area where it is located:
  - a. The ADU is not intended for sale separate from the primary residence and may be rented. If the ADU is built on a portion of the lot or parcel of land that is subsequently split from the primary residential parcel, the ADU shall be considered a separate Residential EDU for the purposes of the assessment of a Capacity

Charge.

- b. The ADU is either attached to the existing dwelling and located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot or parcel of land as the existing dwelling.
- c. The increased floor area of an attached ADU shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.
- d. The total area of floorspace for a detached ADU shall not exceed 1,200 square feet.

C. JADU - As defined in California Government Code Section 66313:

*Junior Accessory Dwelling Unit” means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.*

- 1. A JADU shall not be considered a Residential EDU for the purposes of the assessment of a Capacity Charge, and shall not be assessed a Capacity Charge, provided the following conditions are met as specified in Government Code Section 66313 and the JADU complies with all requirements of the local agency having jurisdiction over the permitting and construction of the JADU in the District service area where it is located. A local agency JADU ordinance:
  - a. Limits the number of junior accessory dwelling units to one per residential lot or parcel of land zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot or parcel of land.
  - b. Requires owner-occupancy in the single-family residence in which the junior accessory dwelling unit will be permitted. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.
  - c. Requires the recordation of a deed restriction, which shall run with the land, shall be filed with the permitting agency and submitted to the District, and shall include both of the following:
    - i. Prohibits the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including

a statement that the deed restriction may be enforced against future purchasers.

- ii. Restricts the size and attributes of the junior accessory dwelling unit that conforms with this section.
  - d. Requires a permitted junior accessory dwelling unit to be constructed within the walls of the proposed or existing single-family residence.
  - e. Requires a permitted junior accessory dwelling to include a separate entrance from the main entrance to the proposed or existing single-family residence.
  - f. Requires the permitted junior accessory dwelling unit to include an efficiency kitchen, which shall include all of the following:
    - i. A cooking facility with appliance(s) as defined by the International Building Code, latest edition.
    - ii. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.
- D. Any other living unit that is not an ADU or JADU shall be considered a Residential EDU and shall pay the appropriate Capacity Charge as authorized by this code.

ADUs and JADUs shall be assessed one (1) EDU for the purposes of Monthly Service Charges.

- 1. There shall be no Capacity Charge for a central recreation building or washroom in a residential mobile home park, condominium, or apartment complex so long as the use thereof is restricted to occupants of the mobile home park, condominium, or apartments. The property owner shall substantiate the private, restricted use of said facilities in writing to the District.

### **2.03.050 Monthly Service Charges – General**

- A. A monthly service charge for each equivalent dwelling unit shall be fixed and established by ordinance/code and may be changed from time to time by the Board of Directors in accordance with provisions of Sections 12809 and 14401 of the Public Utilities Code. The monthly service charge for multiple dwelling units shall be the basic EDU rate multiplied by the number of equivalent dwelling units.
- B. In the event a structure is altered to produce more than a single EDU,

including the addition of an ADU or JADU on the property, an additional monthly service charge shall be due for each additional EDU or portion thereof produced. Payment of such charges shall be the responsibility of the property owner.

- C. The property owner shall remain liable for the monthly service charge as long as the building sewer is connected to the public sewer system, regardless of vacancy. Before an owner can be removed from billing for monthly service charges, the building sewer shall be physically disconnected from the public system at the property line cleanout or point of connection with the public system in accordance with the District Specifications. Reconnection shall be made under the direction of the District. All work and costs shall be the responsibility of the owner and shall be inspected and approved by the District. In cases of vacancy where the property is not physically disconnected, the service charge shall be based on the classification of the last occupant(s) of the structure.

#### **2.03.060 Monthly Service Charges – Commercial / Industrial**

- A. The Determination of Monthly Service Charges for Commercial or Industrial EDUs shall be as follows:
  - 1. For purposes of this Code, the monthly service charge, which is billed quarterly, for Low Strength-Low Quantity commercial or industrial EDUs shall be determined in accordance with the classifications set forth in 2.03.020 of this Code.
  - 2. The monthly service charge, which is billed quarterly, for High Strength-High Quantity commercial or industrial EDUs shall be determined in accordance with the formula set forth in 2.03.030 of this Code.
    - a. In addition, special treatment and/or handling costs may be added as determined by the General Manager.
  - 3. In no case shall the monthly service charge for a structure be less than one (1) EDU per business. Quarterly service charge billings shall be in the name of and be the responsibility of the real property owner.
  - 4. Industrial processing plants and similar heavy or unusual uses not classified by the provisions of this Code shall be charged monthly service charges and fees as determined by the General Manager.
- B. Unoccupied Use – In cases of vacancy where commercial property is not physically disconnected from the sewer, the service charge shall be based on the classification of the last occupant(s) of the structure unless the owner makes written application for a change in use from “occupied” to “unoccupied”. A commercial property owner is, under certain conditions, eligible for a reduction in

monthly service charges for a building/space when a “change in use” from “occupied” to “unoccupied” occurs.

1. The building/space shall have been unoccupied for a continuous three-month (3 month) period immediately preceding the request for a change in use. Waiver or reduction in the ongoing service charge applicable for the last occupied use will not be made for this three-month or prior periods.
2. The property owner shall apply (on a form to be provided by the District) for the change in use from occupied to unoccupied for the reduction in the monthly service charge. Reapplication for the reduction in the monthly service charge shall be made by the owner on a quarterly basis. The Application for an ongoing unoccupied use shall be received by the District between the 15th and 21st day of the end month of the applicable billing quarter (i.e. March, June, September, December).
3. In the event a building/space remains unoccupied, and the owner does not reapply, the monthly service charge shall revert to the last occupied use.
4. The minimum charge for the unoccupied use shall be calculated at 1/3 EDU per 1,000 square feet (sq. ft.), (but not less than one (1) EDU per building/space when the square footage is less than 3,000 sq. ft).
5. The property owner shall promptly notify the District when re-occupancy occurs. This application terminates upon re-occupancy.
6. The property/customer account must be current (no past due balances) for the application to be considered.
7. The District shall be notified of any change in property ownership. Any Application and the terms and conditions in effect at the time of a transfer or sale of the property will be binding on the successor.

### **2.03.070 Monthly Service Charges – Residential**

- A. The Determination of Monthly Service Charges for Residential EDUs shall be as follows:
  1. For purposes of this Code the monthly service charge, which is billed quarterly, for residential EDUs shall be determined as follows: Dwelling units, including, but not limited to single-family homes, duplexes, condominiums, mobile homes, secondary living units, ADU, JADU, and apartments shall be one (1) EDU per living unit.
  2. In no case shall the monthly service charge for a residential structure be less than one (1) EDU per dwelling unit. Quarterly service charge billings shall be in the name of and be the responsibility of the real property owner.

### **2.03.080 Lifeline Low-Income Rate Assistance Program**

- A. Every qualified household shall receive a discount of \$5.00 per month on utility rates.
  - 1. The program will be limited on an annual basis to the first 500 households who apply to participate in the program and qualify under the income eligibility requirements. Staff shall establish a process to accept and select qualifying households. The process shall include a provision that should more than 500 households apply and qualify and additional District resources from delinquent fees are prudently available for use as determined by District staff such that additional eligible households may participate, the additional eligible households shall be selected by random lottery.
- B. Qualified Households – Only an owner-occupant of residential property who is currently billed as a customer of the District is eligible to apply. To qualify, the total combined gross annual income (based on the number of household members) of all persons residing in a dwelling unit must be at or below the amount currently in use by the Pacific Gas & Electric Company California Alternative Rates for Energy (CARE) program available for residential single-family occupants.
  - 1. Applicants must submit to the Administrative Services Department of the District proof of their eligibility in the CARE program to qualify.
  - 2. The total income of all adult residents in the household, who actually occupy the dwelling unit, must meet the income requirements for the CARE Program.
- C. Each household shall be required to re-qualify on an annual basis and shall submit the updated proof of PG&E CARE program eligibility to the District as part of the requalification.

### **2.03.090 Charges and Fees – Other Regulations**

- A. Pursuant to the provisions of Section 12811 of the Public Utilities Code, all fees, tolls, rates, rentals or other charges established by the provisions of this Code may be collected by any lawful means including an action of law and all remedies for the collection and enforcement thereof are cumulative and may be pursued alternatively or consecutively.
- B. Pursuant to the provisions of Section 12811.1 of the Public Utilities Code, the owner of record of real property within the District is required to pay the fees, tolls, rates, rentals, or other charges for services rendered to a lessee, tenant, or other occupant of the property and those fees, tolls, rates, rentals and other charges that have become delinquent together with interest and penalties



thereon, will constitute a lien on the property when a certificate is filed in the Office of the County Recorder and such lien has the force, effect, and priority of a judgment lien.

- C. Any fees, rates, or charges imposed or established by the provisions of this (all) Code(s) shall not exceed the reasonable cost to the District of the rendition of the service for which the fee or charge is imposed.

### **2.03.100 Government Code 66013**

- A. Capacity Charges or other similar fees may be imposed by the District pursuant to the provisions of Government Code 66013, as is current or as may be amended in the future.

## **CHAPTER 2.04 APPLICATION PERMITS**

### **2.04.010 Compliance with District Regulations**

- A. Any application to connect to the District's sewer system shall comply with all District specifications, codes, ordinances, rules, and regulations.
- B. All multiple residential complexes, commercial establishments, and other non-residential type use shall include a completed Declaration of Density form provided by the District. The Declaration of Density shall be completed by the real property owner at the time that sewer service is applied for.

### **2.04.20 Classes of Applications**

- A. There shall be three (3) classes of sewer applications as follows:
  - 1. For residential service.
  - 2. For commercial service.
  - 3. For service to establishments producing industrial waste.

### **2.04.030 Application for Permit**

- A. In cases where connection is required to an existing lower lateral, the owner/applicant shall make application on the Sewer Permit form provided by the District and pay the applicable inspection fees in accordance with the District's Fee Schedule.
- B. In the case of subdivisions and/or construction of public sewer facilities to be dedicated to the District, no application shall be accepted by the District until said facilities have been constructed and accepted by the District, unless otherwise authorized by the General Manager.

- C. The plan check and inspection fees for construction of such public sewer facilities shall be paid in accordance with the District's Fee Schedule.
- D. In cases where the owner/applicant must construct an individual building sewer to an existing collector sewer, all procedures and work shall conform to applicable sections of the District Specifications. The owner/applicant shall be responsible for all fees and costs in accordance with the District's Fee Schedule.
- E. The Sewer Permit shall be supplemented by any other information considered pertinent by the General Manager.
- F. All Capacity Charges shall be paid at the time of application for service.
- G. No application for sewer service will be accepted without a copy of a valid building permit.

## **CHAPTER 2.05 SEWER DESIGN AND CONSTRUCTION REQUIREMENTS**

### **2.05.010 General**

- A. The design and construction of building sewers, private sewers, and public sewers shall be in conformance with this Code and the District Specifications.

### **2.05.020 Building Sewers**

- A. All costs and expenses incidental to the installation and connection of any building sewer to the District's facilities shall be borne jointly and severally by the owner/applicant thereof and said owner/applicant shall indemnify the District from loss or damage that may directly or indirectly be occasioned to any party by the installation of the building sewer.
- B. A separate and independent building sewer shall be provided for every structure on a parcel; provided, however, that the provisions of this Section may be waived by the General Manager.
  1. If waived by the General Manager, two or more structures on a single parcel under one ownership may be served by the same common building sewer if it is unlikely, under local agency zoning and general plans, that the parcel can be subdivided in the future.
  2. If for any reason, the property is subsequently divided, each building is required to then be separately and independently connected to the public sewer. It shall be unlawful for the owner(s) of the subdivided property to thereafter continue to use in common the same building sewer.
  3. No additional structure(s) on a single parcel shall connect to or be served

through any other structure's building drain.

4. Any additional structure(s) on a single parcel where the wastewater must be lifted by artificial means for discharge shall be separately and independently connected to a collector sewer unless otherwise approved by the District.
- C. No backfill shall be placed until the work has been inspected by the District, and in the event of a violation of this requirement, the sewer facilities must be uncovered at the owner/applicant's expense, and the District shall have the right to disconnect said property from the District sewer system until such violation is corrected. The owner of said property shall pay to the District a Reconnection Charge in accordance with the District's Fee Schedule Resolution prior to the reconnection, together with all costs and expenses incurred by the District in making such reconnection.
  - D. Existing building sewers may be used in connection with new structures only when they are found, after examination and testing, to meet all of the requirements of the District Specifications. All examinations and testing shall be done by the real property owner under District inspection. Said owner shall be responsible for all associated costs for such examinations and testing and shall be responsible for correcting all deficiencies at their expense prior to making connection; provided however, that in cases when the building sewer lower lateral has previously been in service with the District, the District may opt to perform repairs on the lower lateral at its expense.
  - E. Any damage to the District sewer facilities caused as a result of the installation of a building sewer shall be the responsibility of the owner/applicant, and the owner/applicant shall be responsible for all costs incurred by the District.

#### **2.05.030 Private Sewers**

- A. All private sewer systems shall be designed and constructed in accordance with applicable sections of this Code and District Specifications.
  1. The District shall have the right to inspect the installation and/or repair of all private laterals, mains, and appurtenances, and the owner/applicant or operator shall be obligated to pay to the District applicable fees and costs in accordance with the District's Fee Schedule Resolution.
  2. In the case of mobile home parks, as with all private sewer systems, all in-tract laterals, mains, and appurtenances shall be and remain the property of the mobile home park owners, and the District shall have no obligation to operate, maintain, repair or replace any private facilities.

#### **2.05.040 Public Sewers – Main Extensions**

- A. Main Extensions. Each property owner is responsible for the installation of a

collector sewer across the property frontage or through the property, as the case may be, to serve additional land in the natural drainage or shed area. Said installation shall be made at the sole cost of the owner/applicant or developer of the property or property frontage.

- B. There shall be on file in the District's office a Master Plan or System Evaluation and Capacity Assurance Plan (SECAP) showing the District's existing and proposed trunk sewer system (Trunk Sewer Mains and Major Facilities) to accommodate future growth.
  - 1. In the event that the connection of a structure or property to the District's sewer system involves a main extension that forms a part of the District's existing or proposed trunk system (Trunk Sewer Mains or Major Facilities) as shown in the aforesaid Master Plan or SECAP, the District may participate in the cost of installation of said main extension to the extent that the amount or size of pipe and appurtenances involved constitute a benefit to the District generally and the cost of such main extension and appurtenances benefiting only the owner/applicant or developer of the property or structure shall be borne by such owner/applicant or developer.
  - 2. In the event that the connection of a structure or property to the District sewer system does not involve an extension to the District trunk system as shown by the aforesaid Master Plan or SECAP, said installation shall be made at the sole cost of the owner/applicant or developer.
- C. In the event the District requires that an owner/applicant or developer construct or reconstruct sewers of a size larger than would normally be required to serve the real property owner/applicant or developer, the District may agree in writing to participate in the cost of the oversizing of such facilities.
  - 1. In no event shall the District be obligated to participate in the cost of oversizing such facilities that have already been constructed and accepted by the District.
- D. The District may, at its discretion, negotiate and enter into a Credit or Reimbursement Agreement under the terms of Chapter 4 of this Code, whereby a property owner or developer may obtain credits in lieu of payment of Capacity Charges for the construction of Trunk Sewer Mains and Major Facilities (as defined in Appendix A of this Code) and/or seek reimbursement for the costs of construction of Trunk Sewer Mains and/or Major Facilities under the eligibility criteria set forth herein.
  - 1. In no event shall the District be obligated to consider, negotiate or enter into any Credit or Reimbursement Agreement for facilities that have already been constructed and accepted by the District.
- E. The District may, at its discretion, negotiate and enter into refund agreements

with the owner of lands in cases where such lands are being improved and the owner has or will install facilities that can be used for the benefit of property adjacent to but not participating in the original cost of construction. The amount of the refund agreement shall be computed solely upon the quantity of sewer actually installed using a Schedule of Values for Pipeline Construction Costs adopted by Board Resolution,

1. In no event shall the District be obligated to consider, negotiate or enter into any refund agreement for facilities that have already been constructed and accepted by the District.
  2. In no event shall the obligation assumed by the District pursuant to any refund agreement extend beyond the term of ten (10) years from the date of such agreement.
- F. All public sewer main extensions and/or installations shall be within public rights of way or properly granted/dedicated easements to the District.
- G. The District is to have permanent easements for all sewer facilities located outside the public right-of-way. This may require the conveyance of permanent easements at the time of property development or entitlement and will require a separate conveyance document. The widths of the required easement shall be in compliance with District specifications in effect at the time of development. Any existing substandard easements, within the limits of a proposed project shall be upgraded to current standards before approval of improvement plans, issuance of sewer permit, change of use, or other entitlement request.
- H. District funds representing basic Capacity Charges shall not be used for the purpose of financing or in any way participating in the cost of wastewater collection systems required by the District to be built by others.

## **CHAPTER 2.06 VIOLATIONS**

### **2.06.010 Public Nuisance**

- A. A violation of this Code shall constitute a public nuisance and may be abated by legal action.

### **2.06.020 Notice to Correct**

- A. Any violation of this Code must be corrected by the record owner of the real property immediately upon notification by the General Manager to do so, and in the event such violation is not corrected within five (5) days after such notification, the District may pursue any remedy available to it under the law, including a

declaration that such violation constitutes a public nuisance. Such remedies include, but are not limited to, the following:

1. Issuance of Notices to Correct, Warnings of Non-Compliance, Notice of Violation, and Cease and Desist Orders. When the District finds that a discharge of wastewater is taking place or threatening to take place in violation of prohibitions or limits of this Sewer Code or wastewater source control requirements or the provisions of a wastewater discharge permit, the General Manager or their designated representative, may issue Notices to Correct, Warnings of Non-Compliance, Notice of Violation, and Cease and Desist Orders and direct that those persons not complying with such prohibitions, limits, requirements, or provisions (1) comply forthwith, (2) comply in accordance with a time schedule set by the General Manager or their designated representative, or (3) in the event of a threatened violation, take appropriate remedial or preventative action.
2. Requiring Discharger to Submit Schedule of Remedial or Preventive Measures. When the General Manager or their designated representative, finds that a discharge of wastewater is taking place or threatening to take place that violates or will violate prohibitions or limits prescribed by this Sewer Code or wastewater source control requirements or the provisions of a wastewater discharge permit, the General Manager or their designated representative, may require the discharger to submit for approval of the District, with such modifications as he deems necessary, a detailed time schedule of specific actions the discharger shall take in order to correct or prevent a violation of requirements.
3. Damage or Theft or Vandalism to Facilities. When the discharge of wastewater causes an obstruction, damage, or other impairment to District facilities, the District may recover costs from the discharger to correct the problem caused by the discharger. District facilities include, but are not limited to, pipes and appurtenances, manholes, cleanouts, lift stations, fences, gates, and access roads.
4. Termination of Service. The District may terminate or cause to be terminated wastewater disposal or wastewater service to any premises if a violation of any provision of this Sewer Code pertaining to control of wastewater is found to exist or if a discharge of wastewater causes or threatens to cause a condition of contamination, pollution, or nuisance, as defined in this Sewer Code. This provision is in addition to other statutes, rules, or regulations authorizing termination of service for delinquency in payment, or for any other reason.

#### **2.06.030 Costs and Expenses**

- A. Any costs and expenses incurred by the District in correcting violations and/or

pursuing any remedy available to it under the law, including all attorneys' fees, expert witness fees, laboratory testing fees, and all other related expenses, shall be the responsibility of the record owner of the real property.

#### **2.06.040 Civil and Criminal Penalties**

- A. Any person violating the provisions of this Code shall be subject to any and all existing criminal and civil penalties provided for under the laws of the State of California, and in addition thereto, shall be responsible to the District for any and all damages caused to the District by such violations. These include the following:
1. **Civil Liability Penalties.** Civil liability may be imposed by the District in the manner provided in this Section as follows:
    - a. In an amount that does not exceed \$1,000 for each day for knowingly or willfully failing or refusing to furnish technical or monitoring reports.
    - b. In an amount that does not exceed \$5,000 for each day of intentionally or negligently discharging hazardous waste, as defined in Section 25117 of the Health and Safety Code, knowingly falsifying any information provided in any furnished technical or monitoring report.
    - c. In an amount which does not exceed ten dollars (\$10) per gallon for discharges in violation of any of the District's cease and desist or other orders, or prohibitions issued, reissued, or adopted by the District.
    - d. In an amount that covers the costs of staff time and equipment and material costs.
    - e. For specific violations, the District may adopt a schedule of fines for appropriate offences that shall be adopted and updated by Resolution.
  2. **Criminal Penalties.** Civil liability may be imposed by the District in the manner provided in this Section as follows:
    - a. Any person who intentionally discharges wastewater in any manner, in violation of any order issued by the General Manager or their designee, which results in contamination, pollution, or a nuisance, as defined in this Ordinance, is guilty of a misdemeanor and may be subject to criminal penalties of not more than \$1,000 per day for each such violation, including, but not limited to, any violation of pretreatment standards or requirements.

- b. Any person who knowingly makes any false statement or representation in any record, report, plan, or other document filed with the District, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required by the District, shall be punished by a fine of not more than \$25,000 or by imprisonment in the county jail for not more than six (6) months, or by both.
3. Civil Enforcement Remedies
- a. The District may pursue any of the alternative civil remedies herein against any discharger who violates the provisions of this Sewer Code.
4. Civil Enforcement Penalties
- a. Any person who fails to comply with any order issued by the District, including orders related to pretreatment standards or requirements, shall be subject to a civil penalty not to exceed \$10,000 for each day in which the discharge, violation, or refusal occurs.
  - b. Any person who intentionally or negligently violates any Notice to Correct issued by the District for violation of rules regulating or prohibiting discharge of wastewater which causes or threatens to cause a condition of contamination, pollution, or nuisance, as defined in this article, may be liable civilly in a sum not to exceed \$25,000 for each day in which the violation occurs. The District's legal counsel, upon request of the District's Board of Directors, shall petition the Superior Court to impose, assess, and recover such sums.
  - c. Injunction. Whenever a discharge of wastewater is in violation of the provisions of this Ordinance, including but not limited to violation of a pretreatment standard or requirement, or otherwise causes or threatens to cause a condition of contamination, pollution, or nuisance, or whenever non-discharge violations occur including failure to submit a required report or failure to allow the District's inspectors access to an industrial facility, the District may petition the Superior Court for the issuance of a preliminary or permanent injunction, or both, as may be appropriate, restraining the continuance of such violations.

## B. Appeals

- 1. In accordance with Chapter 1.15.010 of this Code, any permit applicant, permit holder, or discharger affected by any action denying a permit



application, modifying a permit, or issuing an issue Warnings of Non-Compliance, Notice of Violation and Cease and Desist Orders or any other order made by the General Manager or their designated representative in implementing the provisions of this Sewer Code, may file with the District a written request for reconsideration or appeal of the General Manager's decision to the Board of Directors.

## **CHAPTER 2.07 MISCELLANEOUS PROVISIONS**

### **2.07.010 Conflicts**

- A. In the event of a conflict between any provision of this Code and the provisions of any other ordinance, rule, or regulation promulgated by any California city or county or by any federal or state agency, the provisions of this Code shall prevail except in cases where Federal or California law provide otherwise.

### **2.07.020 Severability**

- A. It is hereby declared that in the event any provision or section of this Code is declared void or invalid by any Court of competent jurisdiction, the remaining sections of the Code shall not be affected thereby, and it is the intent of said Board of Directors to enact each and every, all and singular, of the provisions of this Code irrespective of any provision which may be declared null and void.

### **2.07.030 Vested Contractual Rights Not Affected**

- A. No provision of this Code shall be construed as altering or affecting any vested contractual rights between the District and any person, firm, or corporation with whom a valid contract exists as of the effective date of this Code.

### **2.07.040 Prior Ordinance Repealed**

- A. Prior Ordinances of South Placer Municipal Utility District affecting items in this Code are hereby repealed as of the date of adoption of this Code by the Board.

# South Placer Municipal Utility District Code

## CHAPTER 3 FATS, OILS AND GREASE

<b>CHAPTER 3.00 GENERAL .....</b>	<b>3</b>
3.00.001 Purpose .....	3
<b>CHAPTER 3.01 DEFINITIONS .....</b>	<b>3</b>
<b>CHAPTER 3.02 REGULATIONS .....</b>	<b>4</b>
3.02.001 Fats, Oils and Grease Wastewater Discharge Permit (FOG WDP) Required .....	4
3.02.002 Fats, Oils and Grease (FOG) Discharge Limitation .....	4
3.02.003 Public Sewer Overflows, Public Nuisance, Abatement Orders, and Cleanup Costs .....	4
3.02.004 Best Management Practices (BMPs) Required.....	5
3.02.005 Prohibitions.....	5
3.02.006 FOG Pretreatment Required.....	6
3.02.007 Commercial Properties .....	7
3.02.008 Grease Control Device Requirements .....	7
3.02.009 Grease Control Device Maintenance Requirements.....	8
3.02.010 Variance and Waiver of Requirement for Grease Control Device.....	10
<b>CHAPTER 3.03 FEES.....</b>	<b>12</b>
3.03.001 Purpose .....	12
3.03.002 Charges and Fees .....	12
3.03.003 Grease Disposal Mitigation Fee.....	12
3.03.004 Collection of Fees .....	13
<b>CHAPTER 3.04 ADMINISTRATION.....</b>	<b>13</b>
3.04.001 FOG WDP Application .....	13
3.04.002 FOG WDP Application Fee .....	14
3.04.003 FOG WDP Conditions.....	14
3.04.004 FOG WDP Modification of Terms and Conditions.....	15
3.04.005 FOG WDP Duration and Renewal .....	15
3.04.006 Exemption From FOG WDP .....	15

3.04.007 Non-Transferability of a FOG WDP .....	16
3.04.008 Facilities and Drawing Submittal Requirements.....	16
3.04.009 Monitoring and Reporting Requirements .....	16
3.04.010 Recordkeeping Requirements .....	17
3.04.011 Falsifying Information or Tampering With Processes.....	17
3.04.012 Inspections and Sampling Conditions.....	18
3.04.013 Right of Entry .....	18
3.04.014 Notification of Spill. ....	18
3.04.015 Notification of Planned Changes.....	19
3.04.016 Notification of FSE Closure.....	19
<b>CHAPTER 3.05 ENFORCEMENT .....</b>	<b>20</b>
3.05.001 Harmful Discharge .....	20
3.05.002 Determination of Non-Compliance with FOG WDP Conditions.....	20
3.05.003 Compliance Schedule.....	21
3.05.004 FOG WDP Suspension and/or Revocation .....	22
3.05.005 Violation - Penalty.....	22

## CHAPTER 3 FATS, OILS ~~AND~~ GREASE

### CHAPTER 3.00 GENERAL

#### 3.00.001 Purpose

- A. This Chapter in whole or in part is based on excerpts from Ordinance 09-01 adopted by the Board of Directors on March 5, 2009, and shall govern the use of public and private sewers and establish the rules and regulations for the prevention of blockages of the sewer lines resulting from discharges of ~~F~~fats, ~~O~~oils, and ~~G~~grease (FOG) into the public sewer, and to specify appropriate FOG discharge requirements for ~~F~~food ~~S~~ervice ~~E~~establishments (FSEs).
- B. The requirements of this Code shall supplement and be in addition to the requirements of the Districts Ordinance 01-01, and amendments updates, and/or replacements thereto, establishing rules and regulations for services rendered by South Placer Municipal Utility District, and the District's Ordinance 88-3, an ordinance adopting Chapter 14.26 of the Roseville Municipal Code related to Industrial Wastewater, and amendments thereto.
1. This Code shall apply to both direct and indirect discharge of wastewater containing FOG carried to the public sewer.
  2. The provisions set forth in this Code are designed to ensure compliance with federal, state, and local laws and regulations, and to allow the District to meet applicable standards.
  3. This Code also establishes quantity and quality standards on all discharges containing FOG, which may alone or collectively cause or contribute to FOG accumulation in the sewer facilities causing or potentially causing or contributing to the occurrence of sanitary sewer overflows (SSOs).

### CHAPTER 3.01 DEFINITIONS

- A. Appendix A of this Code, titled "Definitions," shall give meaning to the words and phrases as used in this Code, or any Chapter of this Code.
- B. Unless otherwise defined herein, terms related to water quality shall be as adopted in the latest edition of Standard Methods for Examination of Water and Wastewater, published by the American Public Health Association, the American Water Works Association, and the Water Environment Federation. Testing

procedures for waste constituents and characteristics shall be as provided in 40 Code of Federal Regulations 136. ~~Subject to the foregoing, the meaning of the terms used in this Code shall be as follows:~~

## CHAPTER 3.02 REGULATIONS

### 3.02.001 ~~Fats, Oils and Grease~~ Wastewater Discharge Permit (FOG WDP) ~~R~~required

- A. No person shall discharge, or cause to be discharged, any wastewater from Food Service Establishments (FSEs) directly or indirectly into the public sewer without first obtaining a ~~Fats, Oils and Grease Wastewater Discharge Permit (FOG WDP)~~ pursuant to this Code.

### 3.02.002 ~~Fats, Oils and Grease (FOG)~~ ~~D~~ischarge ~~L~~imitation

- A. No FSE/Permittee/Property Owner shall discharge FOG, or cause FOG to be discharged into the public sewer that causes an ~~Sanitary Sewer Overflow (SSO)~~, exceeds a concentration level of ~~one hundred (100)~~ parts per million by weight of fats, oil, or grease, or that may accumulate and/or cause or contribute to blockages in the public sewer. The property owner is responsible for the effectiveness of the Grease Control Device (GCD) to comply with the FOG discharge limitations of this code. The property owner shall provide means for the District to access the discharge from the FSE to inspect, sample, and confirm the FSE/Permittee/Property Owner is not exceeding the maximum concentration level of FOG.

### 3.02.003 ~~Public S~~ewer ~~O~~verflows, ~~P~~ublic ~~N~~uisance, ~~A~~bandonment ~~O~~rders, and ~~C~~leanup ~~C~~osts

- A. Any FSE/Permittee/Property Owner determined by the General Manager to have contributed to a sewer blockage, SSO, or any public sewer obstruction resulting from the discharge of wastewater or waste containing FOG, shall subject the property owner to an order to install and maintain a GCD, in accordance with the District's Specifications, and may be subject to a plan to abate the nuisance created by sewer line failures and blockages, SSOs, or any other public sewer obstruction. SSOs may cause threat and injury to public health, safety, and welfare of life and property and are hereby declared public nuisances. Furthermore, SSOs caused by FSEs, alone or collectively, are the responsibility of the FSE/Permittee/Property Owner, and individuals who are responsible officers or owners of the FSE. If the General Manager determines that the public's health and safety require the District to act immediately to contain and clean up any SSO caused by blockage of a private or public sewer lateral or system serving an FSE, or if the District so acts at the request of the property

owner and/or the operator of the FSE, or because of the failure of the property owner or FSE to abate the condition causing immediate threat of injury to the health, safety, welfare, or property of the public, the Districts costs for such abatement shall be entirely borne jointly and severally by the FSE/Permittee/Property Owner, and individuals who are responsible officers or owners of the FSE and may constitute a debt to the District, due and payable upon the Districts demand for reimbursement of such costs.

### **3.02.004 Best Management Practices (BMPs) Rrequired**

A. Every FSE/Permittee/Property Owner shall implement BMPs in its operations in accordance with the requirements and guidelines established by the District, to minimize the discharge of FOG to the GCD and/or the public sewer. Detailed requirements for BMPs shall be specified in the FOG WDP and all FSE/Permittee/Property Owner as required, at a minimum, to comply with the BMPs set forth therein as well as any additional BMPs established by the General Manager. BMPs may include but are not limited to, kitchen practices and employee training procedures that are essential in minimizing FOG discharge to the public sewer. BMPs shall include but are not limited to the following:

1. Dry-wipe pots, pans, and work areas prior to washing.
2. Do not pour cooking residue directly into building drains or fixtures.
3. Dispose of food waste directly into the trash.
4. Do not dispose of food waste in the garbage disposal.
5. Collect waste oil and store it for recycling.
6. Do not pour waste oil into building drains or fixtures.
7. Clean floor mats inside the building over a utility sink.
8. Do not wash floor mats where water can run off directly into the storm drain.

### **3.02.005 Prohibitions**

A. FSEs/Permittees/Property Owners are prohibited from doing any of the following:

1. Installing food grinders or garbage disposals in the plumbing system or new construction. All FSEs that undergo a change in operations or remodeling shall remove any existing food grinders concurrent with such change or remodeling, except as otherwise expressly allowed by the General Manager.

2. Introducing any additives into an FSE's plumbing system and/or grease control devices for the purpose of emulsifying FOG, and/or chemically treating FOG for grease remediation, or as a supplement to grease control device maintenance, unless a specific written authorization from the District is first obtained.
3. Disposing of waste cooking oil into the public sewer.
4. Discharging wastewater with temperatures in excess of 140°F to the public sewer.
5. Connecting or discharging dishwashers directly to the sanitary sewer unless otherwise approved by the District.
6. Connecting or discharging food waste disposal units directly to the sanitary sewer. Any food waste disposal units allowed by the District must connect to a solids interceptor prior to discharging to a GCD.
7. Discharging wastes containing fecal materials from toilets, urinals, washbasins, or other fixtures to waste lines directed to grease interceptors and/or other Grease Control Devices, or vice versa.
8. Discharging FOG and solid materials removed from a Grease Control Device to the public sewer.
9. Operating a GCD(s) with FOG and solids accumulation exceeding its rated capacity as documented by the manufacturer through third-party test reports, or in the absence of that, twenty-five percent (25%) of the design hydraulic depth of the grease control device.
10. Discharging FOG and other pollutants above the local discharge limits set forth in the Roseville Municipal Code, Chapter 14.26, and amendments thereto, as adopted under District Ordinance 88-3.

### **3.02.006 FOG Ppretreatment Rrequired**

- A. Every FSE/Permittee/Property Owner shall, at the time of construction, remodel, and/or change in operations, install, operate, and maintain an approved type and adequately sized GCD in accordance with the District's Specifications, necessary to maintain compliance with the objectives of this Code, subject to the variance and waiver provisions of Chapter 3.02.010 of this Code. The GCD shall separate and remove FOG contained in wastewater from FSEs prior to discharge to the public sewer. Fixtures, equipment, and drain lines located in the food preparation and clean-up areas of any FSEs shall be connected to the GCD. Compliance shall be established as follows:

1. New construction of FSEs

- a. Unless otherwise approved by the District, ~~n~~New construction of any FSE shall include complete installation of an adequately sized GCD, in accordance with the District's Specifications, exterior to the FSE, prior to commencing discharges of wastewater to the public sewer. The property owner shall be responsible for the design, ownership, operation, maintenance, and effectiveness of GCD(s).

2. Existing FSEs

- a. Any existing FSE, ~~which~~that, in the General Manager's determination, has caused or contributed to grease-related blockage in the public sewer, has one or more sewer laterals connected to hot spots, and/or has contributed significant FOG to the public sewer, shall be deemed to have reasonable potential to adversely impact the public sewer and shall be required to install GCD(s), in accordance with the District's Specifications, within ~~n~~Ninety (90) days upon issuance of written notification by the General Manager.
  
- b. Any existing FSE or FSE that changes ownership or that undergoes remodeling and/or a change in operations, as defined in this Code, shall be required to install GCD(s), in accordance with the District's Specifications, - or to obtain a variance or waiver in accordance with Chapter 3.02.010 of this Code.

**3.02.007 Commercial ~~P~~roperties**

- A. Any FSE/Permittee/Property Owner, or duly authorized designee, of a commercial property where multiple FSEs are located shall be responsible for the installation and maintenance of GCD(s) serving the FSEs that are located on a single parcel.

**3.02.008 Grease ~~C~~ontrol ~~D~~evice ~~R~~requirements**

- A. Any FSE/Permittee/Property Owner required by this Code to provide FOG pretreatment shall install, operate, and maintain an approved type and adequately sized GCD(s), in accordance with the District's Specifications, necessary to maintain compliance with the objectives of this Code.
  
- B. Sizing of the ~~grease control device~~GCD shall conform to the District's Specifications. GCDs shall be constructed in accordance with the District's Specifications. GCDs shall be designed, maintained, and operated to meet the FOG discharge limitation ~~defined~~~~prescribed~~prescribed in Chapter 3.02.002 of this Code.



- C. The GCD(s) shall be installed at a location where it shall be at all times readily accessible for inspection, cleaning, and removal of accumulated grease.

### 3.02.009 Grease ~~C~~ontrol ~~D~~evice ~~M~~aintenance ~~R~~equirements

- A. FSE's/Permittees/Property Owners shall maintain GCD(s) in efficient operating condition by periodic removal of the full content of the interceptor conducted by a liquid waste hauler licensed through the California Department of Food and Agriculture, which includes, but is not limited to, wastewater, accumulated FOG, floating materials, and solids.
- B. The District may require any FSE with a GCD to submit data and information necessary to establish the required maintenance frequency of the GCD.
- C. The required maintenance frequency for every FSE with a GCD shall be determined ~~in~~ by one of the following methods:

- 1. GCDs shall be fully pumped out and cleaned at a frequency such that the combined FOG and solids accumulation in the GCD does not exceed its rated capacity as documented by the manufacturer through third-party test reports, or in the absence of that, twenty-five percent (25%) of the total designed hydraulic depth of the grease interceptor. This is to ensure that the minimum hydraulic retention time and required available hydraulic volume are maintained to effectively intercept and retain FOG from being discharged to the public sewer.

- 2. GCDs shall be fully pumped out and cleaned quarterly when the frequency as described in Chapter 3.02.009C.1 of this Code has not been established. The maintenance frequency shall be adjusted when sufficient data has been obtained to establish an average frequency based on the requirements described in Chapter 3.02.009C.1 of this Code, and guidelines adopted by the District pursuant to the FOG control program. The District may change the required maintenance frequency at any time to reflect changes in actual operating conditions in accordance with the FOG control program. Based on the actual generation of FOG from the FSE, the required maintenance frequency may increase or decrease.

The following maintenance requirements shall apply:

- a. Remove cover(s)
- b. Document the condition of GCD with digital pictures of the interior through each manhole/cover
- c. Remove all Fats, Oils, and Grease (FOG), solids, food debris,

and wastewater

- d. Clean all internal surfaces from the build-up of FOG or other residual materials (chemicals and/or degreasers are prohibited)
- e. Inspect all internal components, replace anything missing or broken and, when required by the manufacturer, ensure the flow control device is installed
- f. Document [the](#) condition of GCD when empty and cleaned with digital pictures of the interior through each manhole/cover
- g. Refill with fresh water
- h. Replace cover(s)
- i. Record and report all necessary information as described in [Chapter 3.04.009 of this Code](#).

~~3.3.~~ Every FSE with a grease interceptor shall fully pump out and clean its grease interceptor not less than once every three (3) months.

~~3.4.~~ The FSE/Permittee/Property Owner of an FSE may submit a request to the District for a change in the required maintenance frequency at any time. The FSE has the burden of responsibility to demonstrate that the requested change in frequency reflects actual operating conditions based on the average FOG accumulation over time and meets the requirements described in [Chapter 3.02.009.C.1 of this Code](#), and that it is in full compliance with the conditions of its FOG WDP and this ~~C~~chapter. Upon determination by the District that the requested revision is justified, the required maintenance frequency shall be revised accordingly.

~~4.5.~~ If the GCD, at any time, contains FOG and solids accumulation exceeding the requirements described in [Chapter 3.02.009.C.1 of this Code](#), the FSE shall be required to have the GCD serviced immediately such that all FOG and other materials are completely removed from the GCD as described in [Chapter 3.02.009C.2 of this Code](#). If deemed necessary, the District may also increase the required maintenance frequency of the GCD.

D. All GCDs are required to have fittings and appurtenances as designed by the manufacturer for proper function. Any GCD that does not have the required fittings and appurtenances shall be repaired and/or retro-fitted with appropriate fittings and appurtenances, or if unable to be repaired or retrofitted, the GCD shall be replaced with a new GCD in accordance with the District's Specifications.

- E. No FOG that has accumulated in a GCD shall be allowed to pass into any sewer lateral or public sewer.
- F. Wastewater, accumulated FOG, floating materials, solids, and other materials removed from the GCD shall be disposed of by liquid waste haulers at an approved disposal site in accordance with all applicable federal, state, and/or local laws.
- G. The General Manager may direct District staff to service an FSE's GCD if, in the determination of the General Manager, the FSE/Permittee/Property Owner has failed to comply with the terms of the FOG WDP or with this Code. The FSE shall be responsible for any and all expenses of the District in undertaking such work, in addition to being subject to any enforcement action taken by the District as provided for in this Code.

**3.02.010 Variance and Wwaiver of Rrequirement for Ggrease Control Device**

- A. Variance from the requirement to install GCD(s).

An FSE may request that the District grant a variance from the requirement to install GCD(s) to allow alternative pretreatment technology in lieu of a GCD if the FSE demonstrates that the alternative equals or exceeds the effectiveness of a GCD and that it is impossible or impracticable to install, operate, and maintain a GCD. The District's determination to grant a variance will be based upon, but not limited to, an evaluation of the following conditions:

1. There is inadequate space for installation and maintenance of a GCD; or
2. There is inadequate slope for gravity flow between kitchen plumbing fixtures and the GCD and/or between the GCD and the sewer lateral or the public sewer; and
3. The FSE can prove that the alternative pretreatment technology is equally or more effective than a GCD in controlling its FOG discharge. The FSE must be able to demonstrate, after installation of the proposed alternative pretreatment, its effectiveness to control FOG discharge through visual monitoring and water quality sampling of private sewer piping downstream from the FSE, for at least three (3) months, at its own expense. A variance may be granted if the results show no visible accumulation of FOG in the downstream sewer lines and the FOG discharge limitation per Chapter 3.02.002 in this Code is not exceeded. Any variance issued pursuant to this section may be revoked at any time at the discretion of the General Manager.

- B. Conditional waiver of the requirement to install GCD(s).

A conditional waiver of the requirement to install a GCD may be granted for FSEs that the District determines to have negligible FOG discharge and

insignificant impact on the public sewer. Although a conditional waiver from the installation of a GCD may be granted, the FSE may be required to provide space and plumbing segregation for [the](#) future installation of a GCD. The General Manager's determination to grant or revoke a conditional waiver shall be based upon, but not limited to, an evaluation of the following conditions:

1. Quantity of FOG discharge as measured or indicated by the size of the FSE based on water usage, menu, seating capacity, number of meals served, amount of on-site consumption of prepared food, number of plumbing fixtures, and other conditions that may reasonably be shown to contribute to FOG discharges; ~~and~~
2. Adequacy of implementation of BMPs and compliance history; ~~and~~
3. Sewer size, grade, and condition based on visual and other information, FOG deposition in the sewer by the FSE, and history of maintenance and SSOs caused by FOG from the FSE; ~~and~~
4. Changes in operations that significantly affect FOG discharge; and
5. Any other condition that the District deems reasonably related to the generation of FOG discharges.

C. Waiver of GCD installation requirement with a grease disposal mitigation fee.

Where the installation of a GCD is not feasible, and no equivalent alternative pretreatment can be installed, an FSE may be granted a waiver of the GCD requirement upon the payment of a grease disposal mitigation fee as described in [Chapter 3.03.003 of this Code](#). Additional requirements may also be imposed to mitigate the discharge of FOG into the public sewer. The General Manager's determination to grant the waiver upon the payment of a grease disposal mitigation fee will be based upon, but not limited to, an evaluation of the following conditions:

1. There is inadequate space for installation and/or maintenance of a GCD; ~~or~~
2. There is inadequate slope for gravity flow between kitchen plumbing fixtures and the GCD and/or between the GCD and the sewer lateral or the public sewer; ~~and~~
3. A variance from GCD installation to allow alternative pretreatment technology cannot be granted.

D. Application for variance or waiver of requirement for GCD.

An FSE may submit to the District a request in writing for a waiver or variance from the GCD requirement. The FSE bears the burden of demonstrating that the installation of a GCD is not feasible or otherwise required. Upon determination

by the General Manager that reasons are sufficient to justify a variance or waiver, the FOG WDP will be issued or revised to include the variance or waiver and relieve the FSE from the requirement to install a GCD.

E. Terms and conditions of variance or waiver.

A variance or waiver shall contain the terms and conditions that serve as the basis for its issuance. A variance or waiver may be revoked by the General Manager at any time upon the determination that any of the terms or conditions for its issuance is not satisfied or if the conditions upon which the variance or waiver was based have changed so that the justification for the variance or waiver no longer exists. The variance or waiver shall be valid so long as the FSE remains in compliance with the terms and conditions until the expiration date specified in the variance or waiver.

## CHAPTER 3.03 FEES

### 3.03.001 Purpose

- A. It is the purpose of this section to provide for the recovery of costs from users of the public sewer for the implementation of the program established in this Code.

### 3.03.002 Charges and Fees

- A. The District may adopt charges and fees by resolution which may include, but are not limited to:
1. Fees for reimbursement of costs or setting up and operating the District's FOG program.
  2. Fees for consistent removal by the District of pollutants otherwise subject to Federal Pretreatment Standards;
  3. Other fees ~~as~~ the District may deem necessary to carry out the requirements contained in this Code.
- B. Costs incurred by the District as a result of required on-site sampling and analysis shall be reimbursed to the District by the FSE/Property Owner/Permittee.

### 3.03.003 Grease ~~D~~isposal ~~M~~itigation ~~F~~ee

- A. Any FSE that operates under a District-approved waiver, as provided in 3.02.0104-C of this Code, without a GCD may be required to pay an annual grease disposal mitigation fee. The grease disposal mitigation fee is intended to cover the costs of increased maintenance of the public sewer, for inspection and cleaning of FOG that a usual and customary, and properly maintained,

GCD would otherwise prevent from entering the public sewer. This section shall not be interpreted to allow new construction or an existing FSE undergoing remodeling and/or a change in operations to operate without an approved grease interceptor or a grease trap unless the General Manager has determined that it is impossible or impracticable to install and/or operate a GCD for the subject facility under the provisions of Chapter 3.02.0104 of this Code.

- B. The grease disposal mitigation fee shall be adjusted periodically by the General Manager based on the estimated annual increased cost of maintaining the public sewer for inspection and removal of FOG and other viscous or solidifying agents attributable to the FSE resulting from the lack of a GCD.

### **3.03.004 Collection of Fees**

- A. Pursuant to the provisions of Section 12811 of the Public Utilities Code, all fees, tolls, rates, rentals, or other charges established under provisions of this Code may be collected by any lawful means including an action of law and all remedies for the collection and enforcement thereof are cumulative and may be pursued alternatively or consecutively.
- B. Pursuant to the provisions of Section 12811.1 of the Public Utilities Code, the owner of record of real property within the District is required to pay fees, tolls, rates, rentals, and other charges that have become delinquent together with interest and penalties thereon, for services rendered to a lessee, tenant; or another occupant of the property and those fees, tolls, rates, rentals, and other charges will constitute a lien on the property when a certificate is filed in the Office of the County Recorder and such lien has the force, effect, and property judgment lien.
- C. Any fees, rates, or charges established by any of the provisions of this Code shall not exceed the reasonable cost to the District of the rendition of the service for which the fee or charge is imposed.

## **CHAPTER 3.04 ADMINISTRATION**

### **3.04.001 FOG WDP Application**

- A. Any person required to obtain a FOG WDP for a FSE shall, jointly with the property owner, complete and file with the District, prior to commencing or continuing discharges, an application in a form prescribed by the General Manager.
- B. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, GCD, or other pretreatment equipment and appurtenances with sizes,

locations, and elevations, and a completed Grease -Control Device Sizing and Selection Worksheet as provided in the District's Specifications, with product specifications for the proposed GCD, and manufacturer's third-party certified test report with incremental test data shall be submitted with the application.

- C. Other information related to the business operations and potential discharge may be requested to properly evaluate the FOG WDP application.
- D. After evaluation of the data furnished, the FOG WDP may be issued, subject to terms and conditions set forth in this Code and as otherwise determined by the General Manager.

#### **3.04.002 FOG WDP aApplication Fee**

- A. The FOG WDP application fee in accordance with the provisions of this Code shall accompany the submission of the FOG WDP application.

#### **3.04.003 FOG WDP Conditions**

- A. The issuance of a FOG WDP may include, but is not limited to, any of the following conditions or limits:
  1. Limits on the discharge of FOG and other pollutants.
  2. Requirements for proper operation and maintenance of GCDs.
  3. GCD maintenance frequency and schedule.
  4. Requirements for implementation of BMPs.
  5. Requirements for maintaining and reporting status of BMPs.
  6. Requirements for maintaining and submitting logs and records, including waste hauling records and waste manifests including the ultimate disposition of the waste that contains FOG.
  7. Requirements to self-monitor.
  8. Requirements to self-report.
  9. Requirements for the FSE to construct, operate and maintain, at its own expense, GCD(s) and sampling facilities.
  10. Additional requirements as otherwise determined to be reasonably appropriate by the General Manager to protect the public sewer or as specified by other regulatory agencies.
  11. Other terms and conditions which may be reasonably applied to ensure compliance with this Code



#### **3.04.004 FOG WDP Modification of Terms and Conditions**

- A. The terms and conditions of an issued FOG WDP may be subject to modification at the sole discretion of the General Manager during the life of the FOG WDP based on:
  - 1. The permittee's current or anticipated operating data;
  - 2. Changes in the requirements of state or federal regulatory agencies that oversee and monitor the District; or
  - 3. A determination by the General Manager that such modification is appropriate to further the objectives of this chapter and all applicable regulations.
  
- B. A permittee may request modification of the terms and conditions of an issued FOG WDP. Any request shall be made in writing stating the requested change and the reasons for the change. The General Manager shall review the request, make a determination on the request, and respond in writing.
  
- C. A permittee shall be informed by the District of any change in the FOG WDP limits, conditions, and/or requirements at least forty-five (45) days prior to the effective date of the change. Any changes or new conditions in the FOG WDP shall include a reasonable time schedule for compliance.

#### **3.04.005 FOG WDP Duration and Renewal**

- A. FOG WDPs shall be issued and renewed according to the conditions set in the FOG WDP. At least thirty (30) days prior to the expiration (if one exists) of the FOG WDP, the permittee shall apply for renewal and pay the applicable fees for the -renewal of the WDP in accordance with the provision of this Code. A permittee shall also pay any delinquent invoices in full prior to any FOG WDP renewal.

#### **3.04.006 Exemption From FOG WDP**

- A. A limited food preparation establishment may be considered by the General Manager to be a low-FOG producing FSE and may be exempted from obtaining a FOG WDP. Exempt establishments shall be engaged only in reheating, hot holding, or assembly of ready to eat food products, provided that, in the District's determination the wastewater discharge does not contain a significant amount of FOG.
  
- B. An exemption from obtaining a FOG WDP shall be requested in writing. If the General Manager determines that the reasons for the request are valid, an exemption may be granted.
  
- C. A limited food preparation establishment may be required to follow the BMPs



defined for all FSEs. A limited food preparation establishment that discharges FOG at any time in excess of the defined limits per [Chapter 3.02.002 of this Code](#) may be reclassified as an FSE and required to obtain a FOG WDP at the General Manager's discretion.

#### **3.04.007 Non-~~T~~ransferability of a FOG WDP**

- A. A FOG WDP issued pursuant to this Code is for a specific FSE and for a specific operation and creates no vested rights. No holder of a FOG WDP shall assign, transfer, and/or sell the FOG WDP and/or use the FOG WDP on any property or premises or for any facilities, operations, and/or discharges not expressly encompassed within the FOG WDP.

#### **3.04.008 Facilities and ~~D~~rawing ~~S~~ubmittal ~~R~~requirements**

- A. ~~A~~ FSE/Permittee/Property Owner shall submit facility site plans, mechanical and plumbing plans, and details to show all sewer locations and connections. The submittal shall be in a form and content acceptable to the General Manager for review of the existing or proposed GCD(s), monitoring facilities, metering facilities, and operating procedures. The review of the plans and procedures shall in no way relieve the FSE of the responsibility of modifying the facilities or procedures in the future as necessary to produce an acceptable discharge per [Chapter 3.02.002 of this Code](#), ~~and to~~ [meet the requirements of this Code](#) or the requirements of any other regulatory agency.
- B. The District may require the drawings to be prepared by a California registered architect, civil, mechanical, or electrical engineer. If allowed by the ~~District~~ General Manager, these drawings may be prepared by a qualified plumbing or mechanical contractor.

#### **3.04.009 Monitoring and Reporting Requirements**

- A. The District may require periodic reporting of the status of implementation of BMPs, in accordance with the FOG control program.
- B. The District may require visual monitoring at the sole expense of the FSE/Permittee/Property Owner to observe the actual conditions of the FSE's sewer lateral and sewer lines downstream. The District may require reports for self-monitoring of wastewater constituents and FOG characteristics of the permittee needed for determining compliance with any conditions or requirements as specified in the FOG WDP or this Code. Monitoring reports of the analyses of wastewater constituents and FOG characteristics shall be in a manner and form approved by the District and shall be submitted upon request of the General Manager. Failure by the permittee to perform any required monitoring, or to submit monitoring reports required by the General Manager constitutes a violation of this Code and shall be cause for the District to initiate all necessary tasks and analyses to determine the wastewater constituents and

FOG characteristics for compliance with any conditions and requirements specified in the FOG WDP or in this Code. The ~~p~~Permittee shall be responsible for any and all costs and expenses of the District in undertaking such monitoring analyses and preparation of reports.

- C. A ~~F~~ FSE/Permittee/Property Owner shall self-report by electronically submitting, via email to the District, a copy of records (i.e., logbooks, manifests, receipts, invoices) provided at the time of each pump-out/cleaning/maintenance/repair of the GCD. Submitted records shall indicate, at a minimum, the date of service, a description of the services provided, and the volume of material removed from the GCD(s). Such information may also be submitted by the FSE/Permittee/Property Owner or their liquid waste hauler electronically as may be required by the District.
- D. Other reports may be required, such as compliance schedule progress reports, FOG control monitoring reports, and any other reports deemed reasonably appropriate by the General Manager to ensure compliance with this Code.

#### **3.04.010 Recordkeeping ~~r~~Requirements**

- A. The ~~P~~permittee shall be required to keep all manifests, receipts, and invoices of all cleaning, maintenance, grease removal of/from the GCD, disposal carrier, and disposal site location for no less than three (3) years. The permittee shall, upon request, make the manifests, receipts, and invoices available to the District, any inspector, and/or any enforcement officer. These records may include but are not limited to:
  - 1. An on-site logbook of GCD cleaning and maintenance practices.
  - 2. A record of BMPs being implemented, including employee training.
  - 3. Copies of records and manifests of liquid waste hauling of GCD contents.
  - 4. Records of sampling data and sludge height monitoring for FOG and solids accumulation in the GCD(s).
  - 5. Records of any spills and/or cleaning of the sewer lateral.
  - 6. Any other information deemed appropriate by the General Manager to ensure compliance with this Code.

#### **3.04.011 Falsifying ~~i~~information or ~~T~~tampering ~~W~~with ~~P~~processes**

- A. It shall be unlawful to make any false statement, representation, record, report, plan or other document that is filed with the District or to tamper with or knowingly render inoperable any GCD, monitoring device, or method or access point required under this Code.

### **3.04.012 Inspections and Ssampling Conditions.**

- A. The District may inspect or order the inspection and sample the wastewater discharges of any FSE/Permittee/Property Owner to ascertain that the requirements of this Code are being met and the pPermittee is complying with all conditions of the FOG WDP. The Permittee shall allow access to the FSE/Permittee/Property Owner premises, during normal business hours, for purposes of inspecting the FSE's GCDs, reviewing the manifests, receipts, and invoices relating to the cleaning, maintenance, and inspection of the GCDs.
- B. The District shall have the right to place or order the placement on the property, containing an FSE, or other locations as determined by the General Manager, such devices as are necessary to conduct sampling or metering operations. Where an FSE/Permittee/Property Owner has security measures in force, the permittee shall make necessary arrangements so that the District and/or an inspector shall be permitted to enter without delay for the purpose of performing their specific responsibilities.
- C. In order for the District to determine the wastewater characteristics of the discharger for purposes of determining compliance with FOG WDP requirements, the pPermittee shall make available for inspection and copying by the General Manager, an inspector, an enforcement officer, and/or service personnel, all notices, monitoring reports, waste manifests, and records including, but not limited to, those related to wastewater generation and wastewater disposal.

### **3.04.013 Right of Eentry**

- A. Users or Permittees of properties where FSE wastewater is created or discharged shall allow the General Manager, an inspector, and/or an enforcement officer, reasonable access to all parts of the wastewater generating and disposal facilities for the purposes of inspection and sampling during all times the FSE is open, operating, or any other reasonable time. No persons or occupants of an FSE shall interfere with, delay, resist, or refuse entrance to the General Manager, an inspector, and/or an enforcement officer attempting to inspect any facility involved directly or indirectly with a discharge of wastewater to the public sewer. In the event of an emergency involving an actual or imminent SSO, the General Manager, an inspector, and/or an enforcement officer may immediately enter the property and may access adjoining businesses or properties that share a public sewer with an FSE in order to prevent or remediate the actual or imminent SSO.

### **3.04.01~~3~~4 Notification of Sspill.**

- A. In the event a permittee is unable to comply with any FOG WDP condition due to a breakdown of equipment, accidents, or human error or the pPermittee has

reasonable opportunity to know that their discharge will exceed the discharge provisions of the FOG WDP or this Code, the uUser/pPermittee shall immediately notify the District by telephone at the number specified in the FOG WDP. If the material discharged to the public sewer has the potential to cause or result in sewer blockages or SSOs, the user/permittee shall immediately notify the District.---

- B. Confirmation of this notification shall be made in writing to the District at the address specified in the FOG WDP postmarked no later than two (2) calendar days from the date of the incident. The written notification shall state the date of the incident, the reasons for the discharge or spill, what steps were taken to immediately correct the problem, and what steps are being taken to prevent the problem from recurring.
- C. Such notification shall not relieve the uUser/pPermittee of any expense, loss, damage, or other liability which may be incurred as a result of damage or loss to the District or any other damage or loss to persons or property; nor shall such notification relieve the permittee of any fees or other liability which may be imposed by this Code.

#### **3.04.0145 Notification of Planned Changes**

- A. A Permittee shall notify the District in writing at least sixty (60) days prior to any facility expansion or remodeling, or process modifications that may result in new or substantially increased FOG discharges or a change in the nature of the discharge. A permittee shall submit any information requested by the District for evaluation of the effect of such expansion or remodeling on the permittee's FOG discharge to the public sewer.

#### **3.04.0156 Notification of FSE Closure**

- A. In the event that an FSE closes or suspends business operations, notification shall be provided to the District in writing within thirty (30) days of closure. The FSE/Permittee/Property Owner shall be responsible to ensure that any existing GCDs are cleaned in accordance with section Chapter 3.02.009C.2 of this Code.
- B. A GCD that has been abandoned in place or has been discontinued otherwise from further use, or to which no waste from a plumbing fixture is connected shall have the contents removed therefrom, the bottom perforated, and be completely filled with crushed rock, sand, controlled low strength material (CLSM), concrete, or other material as approved by the District.
- C. The General Manager may direct District staff to service GCD(s) if, in the determination of the General Manager, the FSE/Permittee/Property Owner has failed to comply with the requirements of this section after an FSE closure. The FSE/Permittee/Property Owner shall be responsible for any and all expenses of

the District in undertaking such work, in addition to being subject to any enforcement action taken by the District as provided for in this Code.

## **CHAPTER 3.05 ENFORCEMENT**

### **3.05.001 Harmful ~~D~~ischarge**

- A. The District may, upon order of the General Manager, suspend the wastewater service or revoke a FOG WDP when such suspension or revocation is necessary in order to stop an actual or threatened discharge that presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment, or which causes obstruction to the collection system or causes the District to violate any condition of its permits or Federal and/or State regulations.
- B. Any FSE/Permittee/Property Owner notified of a suspension of the wastewater treatment service and/or revocation of a FOG WDP shall immediately stop or eliminate all nonconforming discharges to the public sewer. In the event of a failure of the FSE/Permittee/Property Owner to comply with the suspension order, the General Manager may take any and all such steps as he deems necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the collection system. The District may reinstate the FOG WDP and/or the wastewater service upon proof of the elimination of the nonconforming discharge. A detailed written statement submitted by the FSE/Permittee/Property Owner describing the causes of the harmful discharge and the measures taken to prevent any future occurrence shall be submitted to the General Manager within fifteen (15) days of the date of occurrence of the discharge.

### **3.05.002 ~~D~~etermination of ~~n~~Non-~~C~~ompliance with FOG WDP ~~C~~onditions**

- A. Sampling and inspection procedures
  - 1. Sampling and inspection of FSEs shall be conducted in the time, place, manner, and frequency determined at the discretion of the General Manager.
  - 2. Noncompliance with FOG WDP discharge conditions or any discharge provisions of this Code may be determined by an inspection of the GCD and associated manifest and documentation, or analysis of a grab sample of the effluent of an FSE.
  - 3. Any sample taken from a sample point, as determined representative by the District, is considered representative of the discharge to the public sewer.

## B. Notice of Non-compliance/Notice of Violation

1. Any **P**ermittee found to be in violation of this Code and/or the FOG WDP terms and conditions may be issued a Warning of Non-Compliance in which there will be a specified time period to correct tile violation.
2. If the violation is not corrected within the specified time period the **P**ermittee will be issued a Notice of Violation, within a specified time period to correct the violation.
3. If the violation is not corrected within the time period specified in the Notice of Violation, the **P**ermittee shall be deemed to be in noncompliance.

## C. Noncompliance Fee

1. Any **P**ermittee deemed by the General Manager to be in noncompliance with the terms and conditions specified in the FOG WDP or with any provision of this Code may be required to pay a noncompliance fee. The purpose of the noncompliance fee is to compensate the District for costs of additional inspection and follow-up, sampling, monitoring, laboratory analysis, treatment, disposal, and administrative processing incurred as a result of the noncompliance and shall be in addition to and not in lieu of any penalties as may be assessed pursuant to **Chapter 3.05.005 of this Code**. Noncompliance fees shall be in the amount determined by the General Manager.

### **3.05.003 Compliance Schedule**

- A. Upon determination that a permittee is in noncompliance with the terms and conditions specified in the FOG WDP or any provision of this Code or needs to acquire and install a GCD, the District may require the permittee to enter a compliance schedule on terms and conditions specified by the General Manager.
- B. The compliance schedule may contain terms and conditions including but not limited to requirements for installation of a GCD and facilities, submittal of drawings or reports, audit of waste hauling records, BMPs and waste minimization practices, payment of fees, or other provisions to ensure compliance with this Code.
- C. If compliance is not achieved in accordance with the terms and conditions of a compliance schedule during its term, the General Manager may issue an order suspending or revoking the FOG WDP pursuant to **Chapter 3.05.004** of this Code.

### 3.05.004 FOG WDP ~~S~~suspension and//or ~~R~~revocation

- A. The General Manager may suspend and/or revoke any FOG WDP when the District determines that a ~~p~~Permittee:
1. Fails to comply with the terms and conditions of a compliance schedule order.
  2. Knowingly provides a false statement, representation, record, report, or other document to the General Manager.
  3. Refuses to provide records, reports, plans, or other documents required by the General Manager to determine FOG WDP terms or conditions, discharge compliance, or compliance with this Code.
  4. Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or sample collection method.
  5. Refuses reasonable access to the FSE for the purpose of inspection and monitoring.
  6. Fails to make timely payment of all amounts owed to the District for all costs, charges, and fees required or imposed under this Code.
  7. Causes obstruction, sewer blockages, or SSOs in the public sewer.
  8. Violates GCD maintenance requirements, any condition or limit of its FOG WDP, or any provision of this Code.
  9. Fails to report significant changes in operations, or wastewater constituents, and characteristics.

### 3.05.005 Violation - Penalty

- A. Any violation of this Code or the orders, rules, regulations, and permits issued under this Code is unlawful.
- B. Any user, discharger, and/or permittee in violation of this Code, or the orders, rules, regulations, and permits issued under this Code, may be ordered by the General Manager to cease and desist operations until the violation is corrected. Continuance of operations after notice to cease and desist has been furnished to the ~~U~~user, ~~D~~discharger, and/or ~~P~~permittee shall be unlawful and may result in the severance of the sewer connection. Each day in which any such violation shall continue shall be deemed a separate offense.
- C. The violation of any of the provisions of this Code, or the orders, rules, regulations, and permits issued under this Code, or the doing of any act prohibited or the failure or omission to do any act required by this Code, or the orders, rules, and regulations, and permits issued under this Code is a public nuisance and may be enjoined by the District.



- D. If any violation of this Code, or the orders, rules, regulations, and permits issued under this Code, causes damage to the District's wastewater system, the District may seek to recover civil damages from the uUser, dDischarger, oOwner, and/or pPermittee causing such damage.
- E. Civil Penalties. Pursuant to the authority of California Government Code Sections 54739 - 54740, any person who violates any provision of this Code shall be liable civilly for a sum not to exceed \$25,000 per violation, for each day in which such violations occur. Pursuant to the authority of the Clean Water Act, 33 U.S.C. Section 1251 et seq., any person who violates any provision of this Code shall be liable civilly for a sum not to exceed \$25,000 per violation, for each day in which such violations occur. Pursuant to California Government Code Sections 54740.5 and 54740.6, the District may impose administrative fines up to the greater of \$5,000 per day or \$10 per gallon for discharge violations. Each violation and each day in which a violation occurs may constitute a new and separate violation of this Code and shall be subject to the penalties contained within.
- F. Criminal Penalties. Any person who violates any provision of this Code is guilty of a misdemeanor, which upon conviction is punishable by a fine not to exceed \$1,000 or imprisonment for not more than thirty (30) days, or both. Each violation and each day in which a violation occurs may constitute a new and separate violation of this Code and shall be subject to the penalties contained herein.
- G. The remedies and provisions of this section are cumulative and are in addition to any other remedy or provision of law.



# South Placer Municipal Utility District Code

## CHAPTER 3 FATS, OILS AND GREASE

<b>CHAPTER 3.00 GENERAL .....</b>	<b>3</b>
3.00.001 Purpose .....	3
<b>CHAPTER 3.01 DEFINITIONS .....</b>	<b>3</b>
<b>CHAPTER 3.02 REGULATIONS.....</b>	<b>4</b>
3.02.001 Fats, Oils and Grease Wastewater Discharge Permit (FOG WDP) Required .....	4
3.02.002 Fats, Oils and Grease (FOG) Discharge Limitation .....	4
3.02.003 Public Sewer Overflows, Public Nuisance, Abatement Orders, and Cleanup Costs .....	4
3.02.004 Best Management Practices (BMPs) Required.....	5
3.02.005 Prohibitions.....	5
3.02.006 FOG Pretreatment Required.....	6
3.02.007 Commercial Properties .....	7
3.02.008 Grease Control Device Requirements .....	7
3.02.009 Grease Control Device Maintenance Requirements.....	7
3.02.010 Variance and Waiver of Requirement for Grease Control Device.....	10
<b>CHAPTER 3.03 FEES.....</b>	<b>12</b>
3.03.001 Purpose .....	12
3.03.002 Charges and Fees .....	12
3.03.003 Grease Disposal Mitigation Fee.....	12
3.03.004 Collection of Fees .....	13
<b>CHAPTER 3.04 ADMINISTRATION.....</b>	<b>13</b>
3.04.001 FOG WDP Application .....	13
3.04.002 FOG WDP Application Fee .....	14
3.04.003 FOG WDP Conditions.....	14
3.04.004 FOG WDP Modification of Terms and Conditions.....	14
3.04.005 FOG WDP Duration and Renewal .....	15
3.04.006 Exemption From FOG WDP .....	15
3.04.007 Non-Transferability of a FOG WDP .....	15

3.04.008 Facilities and Drawing Submittal Requirements.....	16
3.04.009 Monitoring and Reporting Requirements .....	16
3.04.010 Recordkeeping Requirements .....	17
3.04.011 Falsifying Information or Tampering With Processes.....	17
3.04.012 Inspections and Sampling Conditions.....	17
3.04.013 Right of Entry .....	18
3.04.014 Notification of Spill. ....	18
3.04.015 Notification of Planned Changes.....	19
3.04.016 Notification of FSE Closure.....	19
<b>CHAPTER 3.05 ENFORCEMENT .....</b>	<b>19</b>
3.05.001 Harmful Discharge .....	19
3.05.002 Determination of Non-Compliance with FOG WDP Conditions.....	20
3.05.003 Compliance Schedule.....	21
3.05.004 FOG WDP Suspension and/or Revocation.....	21
3.05.005 Violation - Penalty.....	22

## CHAPTER 3 FATS, OILS AND GREASE

### CHAPTER 3.00 GENERAL

#### 3.00.001 Purpose

- A. This Chapter in whole or in part is based on excerpts from Ordinance 09-01 adopted by the Board of Directors on March 5, 2009, and shall govern the use of public and private sewers and establish the rules and regulations for the prevention of blockages of the sewer lines resulting from discharges of Fats, Oils and Grease (FOG) into the public sewer, and to specify appropriate FOG discharge requirements for Food Service Establishments (FSEs).
- B. The requirements of this Code shall supplement and be in addition to the requirements of the Districts Ordinance 01-01, and amendments updates, and/or replacements thereto, establishing rules and regulations for services rendered by South Placer Municipal Utility District, and the District's Ordinance 88-3, an ordinance adopting Chapter 14.26 of the Roseville Municipal Code related to Industrial Wastewater, and amendments thereto.
  - 1. This Code shall apply to both direct and indirect discharge of wastewater containing FOG carried to the public sewer.
  - 2. The provisions set forth in this Code are designed to ensure compliance with federal, state, and local laws and regulations, and to allow the District to meet applicable standards.
  - 3. This Code also establishes quantity and quality standards on all discharges containing FOG, which may alone or collectively cause or contribute to FOG accumulation in the sewer facilities causing or potentially causing or contributing to the occurrence of sanitary sewer overflows (SSOs).

### CHAPTER 3.01 DEFINITIONS

- A. Appendix A of this Code, titled "Definitions," shall give meaning to the words and phrases as used in this Code, or any Chapter of this Code.
- B. Unless otherwise defined herein, terms related to water quality shall be as adopted in the latest edition of Standard Methods for Examination of Water and Wastewater, published by the American Public Health Association, the American Water Works Association, and the Water Environment Federation. Testing

procedures for waste constituents and characteristics shall be as provided in 40 Code of Federal Regulations 136.

## **CHAPTER 3.02 REGULATIONS**

### **3.02.001 Fats, Oils and Grease Wastewater Discharge Permit (FOG WDP) Required**

- A. No person shall discharge, or cause to be discharged, any wastewater from Food Service Establishments (FSEs) directly or indirectly into the public sewer without first obtaining a Fats, Oils and Grease Wastewater Discharge Permit (FOG WDP) pursuant to this Code.

### **3.02.002 Fats, Oils and Grease (FOG) Discharge Limitation**

- A. No FSE/Permittee/Property Owner shall discharge FOG, or cause FOG to be discharged into the public sewer that causes a Sanitary Sewer Overflow (SSO), exceeds a concentration level of one hundred (100) parts per million by weight of fats, oil, or grease, or that may accumulate and/or cause or contribute to blockages in the public sewer. The property owner is responsible for the effectiveness of the Grease Control Device (GCD) to comply with the FOG discharge limitations of this code. The property owner shall provide means for the District to access the discharge from the FSE to inspect, sample, and confirm the FSE/Permittee/Property Owner is not exceeding the maximum concentration level of FOG.

### **3.02.003 Public Sewer Overflows, Public Nuisance, Abatement Orders, and Cleanup Costs**

- A. Any FSE/Permittee/Property Owner determined by the General Manager to have contributed to a sewer blockage, SSO, or any public sewer obstruction resulting from the discharge of wastewater or waste containing FOG, shall subject the property owner to an order to install and maintain a GCD, in accordance with the District's Specifications, and may be subject to a plan to abate the nuisance created by sewer line failures and blockages, SSOs, or any other public sewer obstruction. SSOs may cause threat and injury to public health, safety, and welfare of life and property and are hereby declared public nuisances. Furthermore, SSOs caused by FSEs, alone or collectively, are the responsibility of the FSE/Permittee/Property Owner, and individuals who are responsible officers or owners of the FSE. If the General Manager determines that the public's health and safety require the District to act immediately to contain and clean up any SSO caused by blockage of a private or public sewer lateral or system serving an FSE, or if the District so acts at the request of the property owner and/or the operator of the FSE, or because of the failure of the property

owner or FSE to abate the condition causing immediate threat of injury to the health, safety, welfare, or property of the public, the Districts costs for such abatement shall be entirely borne jointly and severally by the FSE/Permittee/Property Owner, and individuals who are responsible officers or owners of the FSE and may constitute a debt to the District, due and payable upon the Districts demand for reimbursement of such costs.

### **3.02.004 Best Management Practices (BMPs) Required**

A. Every FSE/Permittee/Property Owner shall implement BMPs in its operations in accordance with the requirements and guidelines established by the District, to minimize the discharge of FOG to the GCD and/or the public sewer. Detailed requirements for BMPs shall be specified in the FOG WDP and all FSE/Permittee/Property Owner as required, at a minimum, to comply with the BMPs set forth therein as well as any additional BMPs established by the General Manager. BMPs may include but are not limited to, kitchen practices and employee training procedures that are essential in minimizing FOG discharge to the public sewer. BMPs shall include but are not limited to the following:

1. Dry-wipe pots, pans, and work areas prior to washing.
2. Do not pour cooking residue directly into building drains or fixtures.
3. Dispose of food waste directly into the trash.
4. Do not dispose of food waste in the garbage disposal.
5. Collect waste oil and store it for recycling.
6. Do not pour waste oil into building drains or fixtures.
7. Clean floor mats inside the building over a utility sink.
8. Do not wash floor mats where water can run off directly into the storm drain.

### **3.02.005 Prohibitions**

A. FSEs/Permittees/Property Owners are prohibited from doing any of the following:

1. Installing food grinders or garbage disposals in the plumbing system or new construction. All FSEs that undergo a change in operations or remodeling shall remove any existing food grinders concurrent with such change or remodeling, except as otherwise expressly allowed by the General Manager.
2. Introducing any additives into an FSE's plumbing system and/or grease control devices for the purpose of emulsifying FOG, and/or chemically treating FOG for grease remediation, or as a supplement to grease

control device maintenance, unless a specific written authorization from the District is first obtained.

3. Disposing of waste cooking oil into the public sewer.
4. Discharging wastewater with temperatures in excess of 140°F to the public sewer.
5. Connecting or discharging dishwashers directly to the sanitary sewer unless otherwise approved by the District.
6. Connecting or discharging food waste disposal units directly to the sanitary sewer. Any food waste disposal units allowed by the District must connect to a solids interceptor prior to discharging to a GCD.
7. Discharging wastes containing fecal materials from toilets, urinals, washbasins, or other fixtures to waste lines directed to grease interceptors and/or other Grease Control Devices, or vice versa.
8. Discharging FOG and solid materials removed from a Grease Control Device to the public sewer.
9. Operating a GCD(s) with FOG and solids accumulation exceeding its rated capacity as documented by the manufacturer through third-party test reports, or in the absence of that, twenty-five percent (25%) of the design hydraulic depth of the grease control device.
10. Discharging FOG and other pollutants above the local discharge limits set forth in the Roseville Municipal Code, Chapter 14.26, and amendments thereto, as adopted under District Ordinance 88-3.

### **3.02.006 FOG Pretreatment Required**

A. Every FSE/Permittee/Property Owner shall, at the time of construction, remodel, and/or change in operations, install, operate, and maintain an approved type and adequately sized GCD in accordance with the District's Specifications, necessary to maintain compliance with the objectives of this Code, subject to the variance and waiver provisions of Chapter 3.02.010 of this Code. The GCD shall separate and remove FOG contained in wastewater from FSEs prior to discharge to the public sewer. Fixtures, equipment, and drain lines located in the food preparation and clean-up areas of any FSEs shall be connected to the GCD. Compliance shall be established as follows:

1. New construction of FSEs
  - a. Unless otherwise approved by the District, new construction of any FSE shall include complete installation of an adequately sized GCD, in accordance with the District's Specifications, exterior to the FSE, prior to commencing discharges of wastewater to the public

sewer. The property owner shall be responsible for the design, ownership, operation, maintenance, and effectiveness of GCD(s).

## 2. Existing FSEs

- a. Any existing FSE, that, in the General Manager's determination, has caused or contributed to grease-related blockage in the public sewer, has one or more sewer laterals connected to hot spots, and/or has contributed significant FOG to the public sewer, shall be deemed to have reasonable potential to adversely impact the public sewer and shall be required to install GCD(s), in accordance with the District's Specifications, within ninety (90) days upon issuance of written notification by the General Manager.
- b. Any existing FSE or FSE that changes ownership or that undergoes remodeling and/or a change in operations, as defined in this Code, shall be required to install GCD(s), in accordance with the District's Specifications, or to obtain a variance or waiver in accordance with Chapter 3.02.010 of this Code.

### **3.02.007 Commercial Properties**

- A. Any FSE/Permittee/Property Owner, or duly authorized designee, of a commercial property where multiple FSEs are located shall be responsible for the installation and maintenance of GCD(s) serving the FSEs that are located on a single parcel.

### **3.02.008 Grease Control Device Requirements**

- A. Any FSE/Permittee/Property Owner required by this Code to provide FOG pretreatment shall install, operate, and maintain an approved type and adequately sized GCD(s), in accordance with the District's Specifications, necessary to maintain compliance with the objectives of this Code.
- B. Sizing of the GCD shall conform to the District's Specifications. GCDs shall be constructed in accordance with the District's Specifications. GCDs shall be designed, maintained, and operated to meet the FOG discharge limitation prescribed in Chapter 3.02.002 of this Code.
- C. The GCD(s) shall be installed at a location where it shall be at all times readily accessible for inspection, cleaning, and removal of accumulated grease.

### **3.02.009 Grease Control Device Maintenance Requirements**

- A. FSEs/Permittees/Property Owners shall maintain GCD(s) in efficient operating condition by periodic removal of the full content of the interceptor conducted by a liquid waste hauler licensed through the California Department of Food and Agriculture, which includes but is not limited to, wastewater, accumulated FOG,

floating materials, and solids.

- B. The District may require any FSE with a GCD to submit data and information necessary to establish the required maintenance frequency of the GCD.
- C. The required maintenance frequency for every FSE with a GCD shall be determined by one of the following methods:
  - 1. GCDs shall be fully pumped out and cleaned at a frequency such that the combined FOG and solids accumulation in the GCD does not exceed its rated capacity as documented by the manufacturer through third-party test reports, or in the absence of that, twenty-five percent (25%) of the total designed hydraulic depth of the grease interceptor. This is to ensure that the minimum hydraulic retention time and required available hydraulic volume are maintained to effectively intercept and retain FOG from being discharged to the public sewer.
  - 2. GCDs shall be fully pumped out and cleaned quarterly when the frequency as described in Chapter 3.02.009C.1 of this Code has not been established. The maintenance frequency shall be adjusted when sufficient data has been obtained to establish an average frequency based on the requirements described in Chapter 3.02.009C.1 of this Code, and guidelines adopted by the District pursuant to the FOG control program. The District may change the required maintenance frequency at any time to reflect changes in actual operating conditions in accordance with the FOG control program. Based on the actual generation of FOG from the FSE, the required maintenance frequency may increase or decrease.

The following maintenance requirements shall apply:

- a. Remove cover(s)
- b. Document the condition of GCD with digital pictures of the interior through each manhole/cover
- c. Remove all Fats, Oils and Grease (FOG), solids, food debris, and wastewater
- d. Clean all internal surfaces from the build-up of FOG or other residual materials (chemicals and/or degreasers are prohibited)
- e. Inspect all internal components, replace anything missing or broken and, when required by the manufacturer, ensure the flow control device is installed
- f. Document the condition of GCD when empty and cleaned with digital pictures of the interior through each manhole/cover



- g. Refill with fresh water
    - h. Replace cover(s)
    - i. Record and report all necessary information as described in Chapter 3.04.009 of this Code
  - 3. Every FSE with a grease interceptor shall fully pump out and clean its grease interceptor not less than once every three (3) months.
  - 4. The FSE/Permittee/Property Owner of an FSE may submit a request to the District for a change in the required maintenance frequency at any time. The FSE has the burden of responsibility to demonstrate that the requested change in frequency reflects actual operating conditions based on the average FOG accumulation over time and meets the requirements described in Chapter 3.02.009.C.1 of this Code and that it is in full compliance with the conditions of its FOG WDP and this Chapter. Upon determination by the District that the requested revision is justified, the required maintenance frequency shall be revised accordingly.
  - 5. If the GCD, at any time, contains FOG and solids accumulation exceeding the requirements described in Chapter 3.02.009.C.1 of this Code, the FSE shall be required to have the GCD serviced immediately such that all FOG and other materials are completely removed from the GCD as described in Chapter 3.02.009C.2 of this Code. If deemed necessary, the District may also increase the required maintenance frequency of the GCD.
- D. All GCDs are required to have fittings and appurtenances as designed by the manufacturer for proper function. Any GCD that does not have the required fittings and appurtenances shall be repaired and/or retrofitted with appropriate fittings and appurtenances, or if unable to be repaired or retrofitted, the GCD shall be replaced with a new GCD in accordance with the District's Specifications.
- E. No FOG that has accumulated in a GCD shall be allowed to pass into any sewer lateral or public sewer.
- F. Wastewater, accumulated FOG, floating materials, solids, and other materials removed from the GCD shall be disposed of by liquid waste haulers at an approved disposal site in accordance with all applicable federal, state, and/or local laws.
- G. The General Manager may direct District staff to service an FSE's GCD if, in the determination of the General Manager, the FSE/Permittee/Property Owner has failed to comply with the terms of the FOG WDP or with this Code. The FSE

shall be responsible for any and all expenses of the District in undertaking such work, in addition to being subject to any enforcement action taken by the District as provided for in this Code.

### **3.02.010 Variance and Waiver of Requirement for Grease Control Device**

#### **A. Variance from the requirement to install GCD(s).**

An FSE may request that the District grant a variance from the requirement to install GCD(s) to allow alternative pretreatment technology in lieu of a GCD if the FSE demonstrates that the alternative equals or exceeds the effectiveness of a GCD and that it is impossible or impracticable to install, operate, and maintain a GCD. The District's determination to grant a variance will be based upon, but not limited to, an evaluation of the following conditions:

1. There is inadequate space for installation and maintenance of a GCD; or
2. There is inadequate slope for gravity flow between kitchen plumbing fixtures and the GCD and/or between the GCD and the sewer lateral or the public sewer; and
3. The FSE can prove that the alternative pretreatment technology is equally or more effective than a GCD in controlling its FOG discharge. The FSE must be able to demonstrate, after installation of the proposed alternative pretreatment, its effectiveness to control FOG discharge through visual monitoring and water quality sampling of private sewer piping downstream from the FSE, for at least three (3) months, at its own expense. A variance may be granted if the results show no visible accumulation of FOG in the downstream sewer lines and the FOG discharge limitation per Chapter 3.02.002 in this Code is not exceeded. Any variance issued pursuant to this section may be revoked at any time at the discretion of the General Manager.

#### **B. Conditional waiver of the requirement to install GCD(s).**

A conditional waiver of the requirement to install a GCD may be granted for FSEs that the District determines to have negligible FOG discharge and insignificant impact on the public sewer. Although a conditional waiver from the installation of a GCD may be granted, the FSE may be required to provide space and plumbing segregation for the future installation of a GCD. The General Manager's determination to grant or revoke a conditional waiver shall be based upon, but not limited to, an evaluation of the following conditions:

1. Quantity of FOG discharge as measured or indicated by the size of the FSE based on water usage, menu, seating capacity, number of meals served, amount of on-site consumption of prepared food, number of plumbing fixtures, and other conditions that may reasonably be shown to

contribute to FOG discharges;

2. Adequacy of implementation of BMPs and compliance history;
3. Sewer size, grade, and condition based on visual and other information, FOG deposition in the sewer by the FSE, and history of maintenance and SSOs caused by FOG from the FSE;
4. Changes in operations that significantly affect FOG discharge; and
5. Any other condition that the District deems reasonably related to the generation of FOG discharges.

C. Waiver of GCD installation requirement with a grease disposal mitigation fee.

Where the installation of a GCD is not feasible, and no equivalent alternative pretreatment can be installed, an FSE may be granted a waiver of the GCD requirement upon the payment of a grease disposal mitigation fee as described in Chapter 3.03.003 of this Code. Additional requirements may also be imposed to mitigate the discharge of FOG into the public sewer. The General Manager's determination to grant the waiver upon the payment of a grease disposal mitigation fee will be based upon, but not limited to, an evaluation of the following conditions:

1. There is inadequate space for installation and/or maintenance of a GCD, or
2. There is inadequate slope for gravity flow between kitchen plumbing fixtures and the GCD and/or between the GCD and the sewer lateral or the public sewer, and
3. A variance from GCD installation to allow alternative pretreatment technology cannot be granted.

D. Application for variance or waiver of requirement for GCD.

An FSE may submit to the District a request in writing for a waiver or variance from the GCD requirement. The FSE bears the burden of demonstrating that the installation of a GCD is not feasible or otherwise required. Upon determination by the General Manager that reasons are sufficient to justify a variance or waiver, the FOG WDP will be issued or revised to include the variance or waiver and relieve the FSE from the requirement to install a GCD.

E. Terms and conditions of variance or waiver.

A variance or waiver shall contain the terms and conditions that serve as the basis for its issuance. A variance or waiver may be revoked by the General Manager at any time upon the determination that any of the terms or conditions for its issuance is not satisfied or if the conditions upon which the variance or

waiver was based have changed so that the justification for the variance or waiver no longer exists. The variance or waiver shall be valid so long as the FSE remains in compliance with the terms and conditions until the expiration date specified in the variance or waiver.

## **CHAPTER 3.03 FEES**

### **3.03.001 Purpose**

- A. It is the purpose of this section to provide for the recovery of costs from users of the public sewer for the implementation of the program established in this Code.

### **3.03.002 Charges and Fees**

- A. The District may adopt charges and fees by resolution which may include, but are not limited to:
  - 1. Fees for reimbursement of costs or setting up and operating the District's FOG program.
  - 2. Fees for consistent removal by the District of pollutants otherwise subject to Federal Pretreatment Standards;
  - 3. Other fees the District may deem necessary to carry out the requirements contained in this Code.
- B. Costs incurred by the District as a result of required on-site sampling and analysis shall be reimbursed to the District by the FSE/Property Owner/Permittee.

### **3.03.003 Grease Disposal Mitigation Fee**

- A. Any FSE that operates under a District-approved waiver, as provided in 3.02.010.C of this Code, without a GCD may be required to pay an annual grease disposal mitigation fee. The grease disposal mitigation fee is intended to cover the costs of increased maintenance of the public sewer, for inspection and cleaning of FOG that a usual and customary, and properly maintained, GCD would otherwise prevent from entering the public sewer. This section shall not be interpreted to allow new construction or an existing FSE undergoing remodeling and/or a change in operations to operate without an approved grease interceptor or a grease trap unless the General Manager has determined that it is impossible or impracticable to install and/or operate a GCD for the subject facility under the provisions of Chapter 3.02.010 of this Code.
- B. The grease disposal mitigation fee shall be adjusted periodically by the General Manager based on the estimated annual increased cost of maintaining the public sewer for inspection and removal of FOG and other viscous or solidifying agents attributable to the FSE resulting from the lack of a GCD.

### **3.03.004 Collection of Fees**

- A. Pursuant to the provisions of Section 12811 of the Public Utilities Code, all fees, tolls, rates, rentals, or other charges established under provisions of this Code may be collected by any lawful means including an action of law and all remedies for the collection and enforcement thereof are cumulative and may be pursued alternatively or consecutively.
- B. Pursuant to the provisions of Section 12811.1 of the Public Utilities Code, the owner of record of real property within the District is required to pay fees, tolls, rates, rentals, and other charges that have become delinquent together with interest and penalties thereon, for services rendered to a lessee, tenant; or another occupant of the property and those fees, tolls, rates, rentals, and other charges will constitute a lien on the property when a certificate is filed in the Office of the County Recorder and such lien has the force, effect, and property judgment lien.
- C. Any fees, rates, or charges established by any of the provisions of this Code shall not exceed the reasonable cost to the District of the rendition of the service for which the fee or charge is imposed.

## **CHAPTER 3.04 ADMINISTRATION**

### **3.04.001 FOG WDP Application**

- A. Any person required to obtain a FOG WDP for a FSE shall, jointly with the property owner, complete and file with the District, prior to commencing or continuing discharges, an application in a form prescribed by the General Manager.
- B. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, GCD, or other pretreatment equipment and appurtenances with sizes, locations, and elevations, and a completed Grease Control Device Sizing and Selection Worksheet as provided in the District's Specifications, with product specifications for the proposed GCD, and manufacturer's third-party certified test report with incremental test data shall be submitted with the application.
- C. Other information related to the business operations and potential discharge may be requested to properly evaluate the FOG WDP application.
- D. After evaluation of the data furnished, the FOG WDP may be issued, subject to terms and conditions set forth in this Code and as otherwise determined by the General Manager.

### **3.04.002 FOG WDP Application Fee**

- A. The FOG WDP application fee in accordance with the provisions of this Code shall accompany the submission of the FOG WDP application.

### **3.04.003 FOG WDP Conditions**

- A. The issuance of a FOG WDP may include, but is not limited to, any of the following conditions or limits:
  1. Limits on the discharge of FOG and other pollutants.
  2. Requirements for proper operation and maintenance of GCDs.
  3. GCD maintenance frequency and schedule.
  4. Requirements for implementation of BMPs.
  5. Requirements for maintaining and reporting status of BMPs.
  6. Requirements for maintaining and submitting logs and records, including waste hauling records and waste manifests including the ultimate disposition of the waste that contains FOG.
  7. Requirements to self-monitor.
  8. Requirements to self-report.
  9. Requirements for the FSE to construct, operate and maintain, at its own expense, GCD(s) and sampling facilities.
  10. Additional requirements as otherwise determined to be reasonably appropriate by the General Manager to protect the public sewer or as specified by other regulatory agencies.
  11. Other terms and conditions which may be reasonably applied to ensure compliance with this Code

### **3.04.004 FOG WDP Modification of Terms and Conditions**

- A. The terms and conditions of an issued FOG WDP may be subject to modification at the sole discretion of the General Manager during the life of the FOG WDP based on:
  1. The permittee's current or anticipated operating data;
  2. Changes in the requirements of state or federal regulatory agencies that oversee and monitor the District; or
  3. A determination by the General Manager that such modification is appropriate to further the objectives of this chapter and all applicable regulations.

- B. A permittee may request modification of the terms and conditions of an issued FOG WDP. Any request shall be made in writing stating the requested change and the reasons for the change. The General Manager shall review the request, make a determination on the request, and respond in writing.
- C. A permittee shall be informed by the District of any change in the FOG WDP limits, conditions, and/or requirements at least forty-five (45) days prior to the effective date of the change. Any changes or new conditions in the FOG WDP shall include a reasonable time schedule for compliance.

#### **3.04.005 FOG WDP Duration and Renewal**

- A. FOG WDPs shall be issued and renewed according to the conditions set in the FOG WDP. At least thirty (30) days prior to the expiration (if one exists) of the FOG WDP, the permittee shall apply for renewal and pay the applicable fees for the renewal of the WDP in accordance with the provision of this Code. A permittee shall also pay any delinquent invoices in full prior to any FOG WDP renewal.

#### **3.04.006 Exemption From FOG WDP**

- A. A limited food preparation establishment may be considered by the General Manager to be a low-FOG producing FSE and may be exempted from obtaining a FOG WDP. Exempt establishments shall be engaged only in reheating, hot holding, or assembly of ready to eat food products, provided that, in the District's determination the wastewater discharge does not contain a significant amount of FOG.
- B. An exemption from obtaining a FOG WDP shall be requested in writing. If the General Manager determines that the reasons for the request are valid, an exemption may be granted.
- C. A limited food preparation establishment may be required to follow the BMPs defined for all FSEs. A limited food preparation establishment that discharges FOG at any time in excess of the defined limits per Chapter 3.02.002 of this Code may be reclassified as an FSE and required to obtain a FOG WDP at the General Manager's discretion.

#### **3.04.007 Non-Transferability of a FOG WDP**

- A. A FOG WDP issued pursuant to this Code is for a specific FSE and for a specific operation and creates no vested rights. No holder of a FOG WDP shall assign, transfer, and/or sell the FOG WDP and/or use the FOG WDP on any property or premises or for any facilities, operations, and/or discharges not expressly encompassed within the FOG WDP.

### **3.04.008 Facilities and Drawing Submittal Requirements**

- A. A FSE/Permittee/Property Owner shall submit facility site plans, mechanical and plumbing plans, and details to show all sewer locations and connections. The submittal shall be in a form and content acceptable to the General Manager for review of the existing or proposed GCD(s), monitoring facilities, metering facilities, and operating procedures. The review of the plans and procedures shall in no way relieve the FSE of the responsibility of modifying the facilities or procedures in the future as necessary to produce an acceptable discharge per Chapter 3.02.002 of this Code, and to meet the requirements of this Code or the requirements of any other regulatory agency.
- B. The District may require the drawings to be prepared by a California registered architect, civil, mechanical, or electrical engineer. If allowed by the General Manager, these drawings may be prepared by a qualified plumbing or mechanical contractor.

### **3.04.009 Monitoring and Reporting Requirements**

- A. The District may require periodic reporting of the status of implementation of BMPs, in accordance with the FOG control program.
- B. The District may require visual monitoring at the sole expense of the FSE/Permittee/Property Owner to observe the actual conditions of the FSE's sewer lateral and sewer lines downstream. The District may require reports for self-monitoring of wastewater constituents and FOG characteristics of the permittee needed for determining compliance with any conditions or requirements as specified in the FOG WDP or this Code. Monitoring reports of the analyses of wastewater constituents and FOG characteristics shall be in a manner and form approved by the District and shall be submitted upon request of the General Manager. Failure by the permittee to perform any required monitoring, or to submit monitoring reports required by the General Manager constitutes a violation of this Code and shall be cause for the District to initiate all necessary tasks and analyses to determine the wastewater constituents and FOG characteristics for compliance with any conditions and requirements specified in the FOG WDP or in this Code. The permittee shall be responsible for any and all costs and expenses of the District in undertaking such monitoring analyses and preparation of reports.
- C. A FSE/Permittee/Property Owner shall self-report by electronically submitting, via email to the District, a copy of records (i.e., logbooks, manifests, receipts, invoices) provided at the time of each pump-out/cleaning/maintenance/repair of the GCD. Submitted records shall indicate, at a minimum, the date of service, a description of the services provided, and the volume of material removed from the GCD(s). Such information may also be submitted by the FSE/Permittee/Property Owner or their liquid waste hauler electronically as may



be required by the District.

- D. Other reports may be required, such as compliance schedule progress reports, FOG control monitoring reports, and any other reports deemed reasonably appropriate by the General Manager to ensure compliance with this Code.

#### **3.04.010 Recordkeeping Requirements**

- A. The permittee shall be required to keep all manifests, receipts, and invoices of all cleaning, maintenance, grease removal of/from the GCD, disposal carrier, and disposal site location for no less than three (3) years. The permittee shall, upon request, make the manifests, receipts, and invoices available to the District, any inspector, and/or any enforcement officer. These records may include but are not limited to:
  1. An on-site logbook of GCD cleaning and maintenance practices.
  2. A record of BMPs being implemented, including employee training.
  3. Copies of records and manifests of liquid waste hauling of GCD contents.
  4. Records of sampling data and sludge height monitoring for FOG and solids accumulation in the GCD(s).
  5. Records of any spills and/or cleaning of the sewer lateral.
  6. Any other information deemed appropriate by the General Manager to ensure compliance with this Code.

#### **3.04.011 Falsifying Information or Tampering With Processes**

- A. It shall be unlawful to make any false statement, representation, record, report, plan or other document that is filed with the District or to tamper with or knowingly render inoperable any GCD, monitoring device, or method or access point required under this Code.

#### **3.04.012 Inspections and Sampling Conditions.**

- A. The District may inspect or order the inspection and sample the wastewater discharges of any FSE/Permittee/Property Owner to ascertain that the requirements of this Code are being met and the permittee is complying with all conditions of the FOG WDP. The permittee shall allow access to the FSE/Permittee/Property Owner premises, during normal business hours, for purposes of inspecting the FSE's GCDs, reviewing the manifests, receipts, and invoices relating to the cleaning, maintenance, and inspection of the GCDs.
- B. The District shall have the right to place or order the placement on the property, containing an FSE, or other locations as determined by the General Manager, such devices as are necessary to conduct sampling or metering operations. Where an FSE/Permittee/Property Owner has security measures in force, the

permittee shall make necessary arrangements so that the District and/or an inspector shall be permitted to enter without delay for the purpose of performing their specific responsibilities.

- C. In order for the District to determine the wastewater characteristics of the discharger for purposes of determining compliance with FOG WDP requirements, the permittee shall make available for inspection and copying by the General Manager, an inspector, an enforcement officer, and/or service personnel, all notices, monitoring reports, waste manifests, and records including, but not limited to, those related to wastewater generation and wastewater disposal.

#### **3.04.013 Right of Entry**

- A. Users or permittees of properties where FSE wastewater is created or discharged shall allow the General Manager, an inspector, and/or an enforcement officer, reasonable access to all parts of the wastewater generating and disposal facilities for the purposes of inspection and sampling during all times the FSE is open, operating, or any other reasonable time. No persons or occupants of an FSE shall interfere with, delay, resist, or refuse entrance to the General Manager, an inspector, and/or an enforcement officer attempting to inspect any facility involved directly or indirectly with a discharge of wastewater to the public sewer. In the event of an emergency involving an actual or imminent SSO, the General Manager, an inspector, and/or an enforcement officer may immediately enter the property and may access adjoining businesses or properties that share a public sewer with an FSE in order to prevent or remediate the actual or imminent SSO.

#### **3.04.014 Notification of Spill.**

- A. In the event a permittee is unable to comply with any FOG WDP condition due to a breakdown of equipment, accidents, or human error or the permittee has reasonable opportunity to know that their discharge will exceed the discharge provisions of the FOG WDP or this Code, the user/permittee shall immediately notify the District by telephone at the number specified in the FOG WDP. If the material discharged to the public sewer has the potential to cause or result in sewer blockages or SSOs, the user/permittee shall immediately notify the District.
- B. Confirmation of this notification shall be made in writing to the District at the address specified in the FOG WDP postmarked no later than two (2) calendar days from the date of the incident. The written notification shall state the date of the incident, the reasons for the discharge or spill, what steps were taken to immediately correct the problem, and what steps are being taken to prevent the problem from recurring.

- C. Such notification shall not relieve the user/permittee of any expense, loss, damage, or other liability which may be incurred as a result of damage or loss to the District or any other damage or loss to persons or property; nor shall such notification relieve the permittee of any fees or other liability which may be imposed by this Code.

### **3.04.015 Notification of Planned Changes**

- A. A permittee shall notify the District in writing at least sixty (60) days prior to any facility expansion or remodeling, or process modifications that may result in new or substantially increased FOG discharges or a change in the nature of the discharge. A permittee shall submit any information requested by the District for evaluation of the effect of such expansion or remodeling on the permittee's FOG discharge to the public sewer.

### **3.04.016 Notification of FSE Closure**

- A. In the event that an FSE closes or suspends business operations, notification shall be provided to the District in writing within thirty (30) days of closure. The FSE/Permittee/Property Owner shall be responsible to ensure that any existing GCDs are cleaned in accordance with section Chapter 3.02.009C.2 of this Code.
- B. A GCD that has been abandoned in place or has been discontinued otherwise from further use, or to which no waste from a plumbing fixture is connected shall have the contents removed therefrom, the bottom perforated, and be completely filled with crushed rock, sand, controlled low strength material (CLSM), concrete, or other material as approved by the District.
- C. The General Manager may direct District staff to service GCD(s) if, in the determination of the General Manager, the FSE/Permittee/Property Owner has failed to comply with the requirements of this section after an FSE closure. The FSE/Permittee/Property Owner shall be responsible for any and all expenses of the District in undertaking such work, in addition to being subject to any enforcement action taken by the District as provided for in this Code.

## **CHAPTER 3.05 ENFORCEMENT**

### **3.05.001 Harmful Discharge**

- A. The District may, upon order of the General Manager, suspend the wastewater service or revoke a FOG WDP when such suspension or revocation is necessary in order to stop an actual or threatened discharge that presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment, or which causes obstruction to the collection system or causes the District to violate any condition of its permits or Federal

and/or State regulations.

- B. Any FSE/Permittee/Property Owner notified of a suspension of the wastewater treatment service and/or revocation of a FOG WDP shall immediately stop or eliminate all nonconforming discharges to the public sewer. In the event of a failure of the FSE/Permittee/Property Owner to comply with the suspension order, the General Manager may take any and all such steps as he deems necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the collection system. The District may reinstate the FOG WDP and/or the wastewater service upon proof of the elimination of the nonconforming discharge. A detailed written statement submitted by the FSE/Permittee/Property Owner describing the causes of the harmful discharge and the measures taken to prevent any future occurrence shall be submitted to the General Manager within fifteen (15) days of the date of occurrence of the discharge.

### **3.05.002 Determination of Non-Compliance with FOG WDP Conditions**

#### **A. Sampling and inspection procedures**

1. Sampling and inspection of FSEs shall be conducted in the time, place, manner, and frequency determined at the discretion of the General Manager.
2. Noncompliance with FOG WDP discharge conditions or any discharge provisions of this Code may be determined by an inspection of the GCD and associated manifest and documentation, or analysis of a grab sample of the effluent of an FSE.
3. Any sample taken from a sample point, as determined representative by the District, is considered representative of the discharge to the public sewer.

#### **B. Notice of Non-compliance/Notice of Violation**

1. Any permittee found to be in violation of this Code and/or the FOG WDP terms and conditions may be issued a Warning of Non-Compliance in which there will be a specified time period to correct tile violation.
2. If the violation is not corrected within the specified time period the permittee will be issued a Notice of Violation, within a specified time period to correct the violation.
3. If the violation is not corrected within the time period specified in the Notice of Violation, the permittee shall be deemed to be in noncompliance.

### C. Noncompliance Fee

1. Any permittee deemed by the General Manager to be in noncompliance with the terms and conditions specified in the FOG WDP or with any provision of this Code may be required to pay a noncompliance fee. The purpose of the noncompliance fee is to compensate the District for costs of additional inspection and follow-up, sampling, monitoring, laboratory analysis, treatment, disposal, and administrative processing incurred as a result of the noncompliance and shall be in addition to and not in lieu of any penalties as may be assessed pursuant to Chapter 3.05.005 of this Code. Noncompliance fees shall be in the amount determined by the General Manager.

### **3.05.003 Compliance Schedule**

- A. Upon determination that a permittee is in noncompliance with the terms and conditions specified in the FOG WDP or any provision of this Code or needs to acquire and install a GCD, the District may require the permittee to enter a compliance schedule on terms and conditions specified by the General Manager.
- B. The compliance schedule may contain terms and conditions including but not limited to requirements for installation of a GCD and facilities, submittal of drawings or reports, audit of waste hauling records, BMPs and waste minimization practices, payment of fees, or other provisions to ensure compliance with this Code.
- C. If compliance is not achieved in accordance with the terms and conditions of a compliance schedule during its term, the General Manager may issue an order suspending or revoking the FOG WDP pursuant to Chapter 3.05.004 of this Code.

### **3.05.004 FOG WDP Suspension and/or Revocation**

- A. The General Manager may suspend and/or revoke any FOG WDP when the District determines that a permittee:
  1. Fails to comply with the terms and conditions of a compliance schedule order.
  2. Knowingly provides a false statement, representation, record, report, or other document to the General Manager.
  3. Refuses to provide records, reports, plans, or other documents required by the General Manager to determine FOG WDP terms or conditions, discharge compliance, or compliance with this Code.
  4. Falsifies, tampers with, or knowingly renders inaccurate any monitoring

device or sample collection method.

5. Refuses reasonable access to the FSE for the purpose of inspection and monitoring.
6. Fails to make timely payment of all amounts owed to the District for all costs, charges, and fees required or imposed under this Code.
7. Causes obstruction, sewer blockages, or SSOs in the public sewer.
8. Violates GCD maintenance requirements, any condition or limit of its FOG WDP, or any provision of this Code.
9. Fails to report significant changes in operations, or wastewater constituents, and characteristics.

### **3.05.005 Violation - Penalty**

- A. Any violation of this Code or the orders, rules, regulations, and permits issued under this Code is unlawful.
- B. Any user, discharger, and/or permittee in violation of this Code, or the orders, rules, regulations, and permits issued under this Code, may be ordered by the General Manager to cease and desist operations until the violation is corrected. Continuance of operations after notice to cease and desist has been furnished to the user, discharger, and/or permittee shall be unlawful and may result in the severance of the sewer connection. Each day in which any such violation shall continue shall be deemed a separate offense.
- C. The violation of any of the provisions of this Code, or the orders, rules, regulations, and permits issued under this Code, or the doing of any act prohibited or the failure or omission to do any act required by this Code, or the orders, rules, and regulations, and permits issued under this Code is a public nuisance and may be enjoined by the District.
- D. If any violation of this Code, or the orders, rules, regulations, and permits issued under this Code, causes damage to the District's wastewater system, the District may seek to recover civil damages from the user, discharger, owner, and/or permittee causing such damage.
- E. Civil Penalties. Pursuant to the authority of California Government Code Sections 54739 - 54740, any person who violates any provision of this Code shall be liable civilly for a sum not to exceed \$25,000 per violation, for each day in which such violations occur. Pursuant to the authority of the Clean Water Act, 33 U.S.C. Section 1251 et seq., any person who violates any provision of this Code shall be liable civilly for a sum not to exceed \$25,000 per violation, for each day in which such violations occur. Pursuant to California Government Code Sections 54740.5 and 54740.6, the District may

impose administrative fines up to the greater of \$5,000 per day or \$10 per gallon for discharge violations. Each violation and each day in which a violation occurs may constitute a new and separate violation of this Code and shall be subject to the penalties contained within.

- F. Criminal Penalties. Any person who violates any provision of this Code is guilty of a misdemeanor, which upon conviction is punishable by a fine not to exceed \$1,000 or imprisonment for not more than thirty (30) days, or both. Each violation and each day in which a violation occurs may constitute a new and separate violation of this Code and shall be subject to the penalties contained herein.
- G. The remedies and provisions of this section are cumulative and are in addition to any other remedy or provision of law.

# South Placer Municipal Utility District Code

## CHAPTER 4 –CREDIT AND REIMBURSEMENT AGREEMENTS

<b>CHAPTER 4.00 GENERAL .....</b>	<b>2</b>
4.00.001 Purpose .....	2
<b>CHAPTER 4.01 DEFINITIONS .....</b>	<b>2</b>
<b>CHAPTER 4.02 APPLICATION.....</b>	<b>2</b>
<b>CHAPTER 4.03 CREDITS .....</b>	<b>2</b>
4.03.001 Construction Costs Allowable for Credit.....	3
4.03.002 Competitive Bid Process.....	3
4.03.003 Apportionment of Credit.....	4
4.03.004 Capacity Charge Credit.....	4
4.03.005 Divided Parcel Credit .....	4
4.03.006 Designated Construction.....	4
4.03.007 Public Financing District Credits .....	4
<b>CHAPTER 4.04 REIMBURSEMENT AGREEMENTS .....</b>	<b>5</b>
4.04.001 Reimbursement Agreement Terms.....	5
4.04.002 Public Financing District Reimbursements.....	6
<b>CHAPTER 4.05 MISCELLANEOUS PROVISIONS.....</b>	<b>7</b>
4.05.001 Conflicts .....	7
4.05.002 Severability .....	7
4.05.003 Vested Contractual Rights Not Affected .....	7



## CHAPTER 4 CREDIT AND REIMBURSEMENT AGREEMENTS

### CHAPTER 4.00 GENERAL

#### 4.00.001 Purpose

~~A.~~ This Chapter in whole or in part is based on excerpts from Ordinance 15-01 adopted by the Board of Directors on August 6, 2015, and shall govern the framework whereby a property owner or developer may obtain credits in lieu of payment of ~~sewer Participation Capacity~~ Charges for the construction of Major Facilities (as defined herein) and/or seek reimbursement for the costs of construction of Major Facilities under the eligibility criteria set forth herein. This Code shall further the policy of the Board of Directors of the District to provide alternative mechanisms to facilitate the construction and financing of District infrastructure.

### CHAPTER 4.01 DEFINITIONS

A. Appendix A of this Code, titled "Definitions," shall give meaning to the words and phrases as used in this Code, or any Chapter of this Code.

### CHAPTER 4.02 APPLICATION

A. Any owner or subdivider of real property who or which is required by the District to bear the costs of constructing and installing improvements ~~which that~~ are dedicated to, or acquired for, public use and which contain supplemental size, capacity, numbers, or length which benefit or benefits property not owned by said owner or not within said subdivider's subdivision, may apply for credits and/or a reimbursement agreement pursuant to which such improvements shall be acquired or constructed and providing for reimbursement of the excess costs thereof from Benefitted Properties and/or the Benefit Area, as such may be determined by the District. Applications shall be made in the form and manner prescribed by the General Manager.

### CHAPTER 4.03 CREDITS

A. Upon application by the property owner or the property owner's authorized representative, the District may authorize credit for the construction of any

eligible Trunk Sewer Mains or Major Facilities, described in [Appendix A-4.01.035 of this Code](#) in lieu of payment of all, or a portion of, the [sewer Participation Capacity Charge](#) required. If authorized, such credit shall be recognized only by prior written agreement between the parties, based upon the provisions hereinafter stated.

#### **4.03.001 Construction Costs Allowable for Credit**

- A. Trunk Sewer Mains: The amount of credit for [the](#) construction of Trunk Sewer Mains shall be computed solely upon the quantity of Trunk Sewer Main actually installed using a Schedule of Values for Pipeline Construction Costs adopted by Board Resolution, plus eight ~~(8)~~ percent [\(8%\)](#) of that amount. The eight percent (8%) of the allowable credit is an offset for engineering costs. Competitive bidding or actual costs shall not be used as a basis for the credit determination. Credit for change orders shall be limited to an adjustment of creditable quantities to reflect actual final installed quantities. Credit shall not be allowed for other change orders or claims.
- B. Major Facilities: The amount of credit for construction of Major Facilities shall equal the actual cost of construction as determined under a construction contract awarded by the competitive bid process in accordance with California state law and District policy, plus eight ~~(8)~~ percent [\(8%\)](#) of the actual cost of construction as an offset for engineering costs. This credit shall be allowed only if the actual cost of construction is the result of a competitive bidding process that is consistent with competitive bidding and prevailing wage requirements of the Public Contracts Code and Labor Code that would be imposed on the District as if it was contracting directly for the construction.
- C. Notwithstanding any provision herein to the contrary, credits shall not be allowed for costs incurred for the purpose of accelerating a development schedule, unless required by the District, and then only if the amount of such credit is approved in writing by the District Engineer prior to commencement of the work.
- D. Credits shall not be allowed for additional costs incurred when the proximate cause is an action or inaction of the owner, developer, or [a](#) Applicant, including but not limited to delays, lost productivity, change orders, and claims.

#### **4.03.002 Competitive Bid Process**

- A. Credit for actual cost when authorized herein shall only be allowed if:
  - 1. A project for the construction of an eligible Major Facility is advertised and awarded in the same manner and subject to the same laws and regulations as if the District was advertising and awarding the project, including but not limited to compliance with the California Labor and Public Contracts Codes, and incorporation into the construction contract documents the District Specifications then in effect. Projects shall be

advertised for a minimum of thirty (30) days and shall not be advertised for bidding prior to approval of the improvements plans by the District and any other jurisdiction for which approval is required. Project bids shall not include schedule acceleration or acceleration alternatives; and

2. All real property interests necessary to complete delivery of the Major Facilities to the District have been transferred to the District or other jurisdiction as appropriate.

#### **4.03.003 Apportionment of Credit**

- A. Credit for Major Facilities shall be uniformly apportioned among the parcels for which the Major Facilities were approved at the time of installation.

#### **4.03.004 ~~Participation-Capacity~~ Charge Credit**

- A. Credits allowed pursuant to this Code shall be applied toward a maximum of fifty percent (50%) of the amount of the ~~Participation-Capacity~~ Charges due for the real property to which the credit is apportioned. Allowable costs of construction of Major Facilities which-that exceed the amount of ~~Participation-Capacity~~ Charge credits allowed in this Chapter shall be reimbursed in accordance with Chapter 4.04.001 of this Code.

#### **4.03.005 Divided Parcel Credit**

- A. Where credit is allowed pursuant to this Code and apportioned to a particular parcel that is to be divided, the credit shall be apportioned uniformly among the divided parcels.

#### **4.03.006 Designated Construction**

- A. Unless otherwise determined by the Board, an owner of real property shall construct any Major Facility shown by the District to be designated for construction on that real property.

#### **4.03.007 Public Financing District Credits**

- A. Credits for Major Facilities financed by an assessment district, community facilities (Mello Roos) district, special tax district, or similar public infrastructure financing may be allowed by the District. The aApplicant shall immediately notify the District of any proposal to provide funding for construction of Major Facilities by a public infrastructure financing entity. The District may, at its sole discretion, redetermine and reassign credits for ~~sewer Participation-Capacity~~ Charges based on the amount of public funding thereby provided.

Any credit allowed shall be for a pro-rata portion of those incidental expenses of the public infrastructure financing entity which are considered by the Board to be the ordinary expenses for construction of Major Facilities, and which are not incidental to and peculiar to the public infrastructure financing entity. Such

incidental expenses for which credit shall not be allowed include, but are not limited to, attorneys' fees, preparation of legal descriptions, preparation of documents, all expenses related to the sale of bonds, and other expenses required by the Placer County Treasurer or appropriate administrative authority.

## CHAPTER 4.04 REIMBURSEMENT AGREEMENTS

### 4.04.001 Reimbursement Agreement Terms

- A. Where allowable costs of construction of Major Facilities exceed the amount of any ~~Participation-Capacity~~ Charge credits, then in that event the amount of such exceedance shall be reimbursed by the District to the entity which constructed the Major Facilities, provided:
1. The Major Facilities were constructed pursuant to plans approved by the District Engineer prior to commencement of any construction.
  2. The construction was not financed by a public infrastructure financing entity.
  3. Fee requirements, allowable credits, and reimbursable amounts all have been determined consistent with this Code.
  4. The Applicant has paid all fees required by the Code.
  5. The reimbursement request was submitted in writing to the District prior to the final approval of an improvement plan, or where no improvement plan is filed, prior to commencement of any construction.
  6. A written reimbursement agreement has been executed by the party who executed the subdivision agreement with the County of Placer, City of Rocklin, or Town of Loomis. Where no subdivision map is to be filed and before the time the improvement plans for the real property are approved by the County of Placer, City of Rocklin, or Town of Loomis, the written reimbursement agreement shall be executed by the owner of the real property where the construction of the Major Facilities will occur.
  7. The written reimbursement agreement shall set forth the terms, conditions, amount of reimbursement, and time frame for reimbursement, including no prepayment penalties and interest per annum at the net County of Placer treasury pool rate for the prior fiscal year on the unpaid balance, with interest not beginning to accrue until sixty (60) days have passed from the date construction is accepted by the District and from the date of receipt by the District of releases of liens, claims, and encumbrances on the Major Facilities, a reimbursement invoice for an amount consistent with the

terms of the reimbursement agreement, and all documents necessary to substantiate the actual costs.

8. Notwithstanding any other provisions contained herein, reimbursements will be made under the following terms:
  - a. Reimbursements less than \$1,000,000 shall be made within twelve (12) months of the execution of the reimbursement agreement.
  - b. Reimbursements greater than \$1,000,000, shall be made over a period of five (5) years, in such amounts and frequency as the District may determine in its sole and exclusive discretion, calculated from the date of execution of the reimbursement agreement.
9. The Board has approved the written reimbursement agreement.
10. The General Manager shall provide for the accounting of the collection and payment of reimbursement charges from the Benefit Area or Benefitted Property. Nothing herein contained shall require the District to segregate reimbursement charges collected by the District from general funds of the District or to maintain special funds or accounts for such charges.
11. The maximum term of any reimbursement agreement authorized by this Code shall be ~~ten (10)~~five (5) years. Upon expiration of the term, all obligations of the District thereunder to collect the reimbursement charge and to reimburse the applicant shall cease.

#### **4.04.002 Public Financing District Reimbursements**

- A. If reimbursement is sought from the District for the construction of Major Facilities financed by an assessment district, community facilities (Mello Roos) district, special tax district, or any similar public infrastructure financing entity, then any reimbursement from the District due there from shall be paid solely to the assessment district, community facilities (Mello Roos) district, special tax district, or any similar public infrastructure financing entity, or its successor, and not to the person constructing or causing the construction of the project. At no cost to the District, the person claiming entitlement to reimbursement shall have the entire burden of establishing to the District's complete satisfaction that the project is not constructed as a project of an assessment district, community facilities (Mello Roos) district, special tax district, or any similar public infrastructure financing entity. At no cost to the District, such District satisfaction may include, by way of illustration and not limitation, reimbursement conditioned upon indemnification, bond, mediation, judicial interpleader, and payment of District's actual attorney's fees. Notwithstanding the foregoing, the District Engineer may

determine, in ~~his or her~~their sole discretion, that reimbursement may be made to the property owner who constructed the Major Facilities.

- B. If the construction of Major Facilities is financed by a public infrastructure financing entity and where the person, firm, or corporation seeking reimbursement has deposited cash into the incidental expense special deposit trust fund established for the financing of the assessment district, reimbursement may be allowed provided all provisions of this Code are met. The reimbursable amount shall be the lesser of the amount of the cash deposit or the amount by which the allowable costs for construction exceed the amount of any water development fee.
- C. By entering into a reimbursement agreement, the District shall not be deemed an insurer of payment to the applicant of any reimbursement charge or charges or otherwise guarantee the collection and payment over to the applicant of any reimbursement charge.

## **CHAPTER 4.05 MISCELLANEOUS PROVISIONS**

### **4.05.001 Conflicts**

- A. In the event of a conflict between any provision of this Code and the provisions of any other ordinance, rule, or regulation promulgated by any California city or county or by any federal or state agency, the provisions of this Code shall prevail except in cases where Federal or California law provide otherwise.

### **4.05.002 Severability**

- A. It is hereby declared that in the event any provision or section of this Code is declared void or invalid by any Court of competent jurisdiction, ~~that~~ the remaining sections of the Code shall not be affected thereby, and it is the intent of said Board of Directors to enact each and every, all and singular, of the provisions of this Code irrespective of any provision which may be declared null and void.

### **4.05.003 Vested Contractual Rights Not Affected**

- A. No provision of this Code shall be construed as altering or affecting any vested contractual rights between the District and any person, firm, or corporation with whom a valid contract exists as of the effective date of this Code.

# South Placer Municipal Utility District Code

## CHAPTER 4 CREDIT AND REIMBURSEMENT AGREEMENTS

<b>CHAPTER 4.00 GENERAL .....</b>	<b>2</b>
4.00.001 Purpose .....	2
<b>CHAPTER 4.01 DEFINITIONS .....</b>	<b>2</b>
<b>CHAPTER 4.02 APPLICATION.....</b>	<b>2</b>
<b>CHAPTER 4.03 CREDITS .....</b>	<b>2</b>
4.03.001 Construction Costs Allowable for Credit.....	3
4.03.002 Competitive Bid Process.....	3
4.03.003 Apportionment of Credit.....	4
4.03.004 Capacity Charge Credit.....	4
4.03.005 Divided Parcel Credit .....	4
4.03.006 Designated Construction.....	4
4.03.007 Public Financing District Credits .....	4
<b>CHAPTER 4.04 REIMBURSEMENT AGREEMENTS .....</b>	<b>5</b>
4.04.001 Reimbursement Agreement Terms.....	5
4.04.002 Public Financing District Reimbursements.....	6
<b>CHAPTER 4.05 MISCELLANEOUS PROVISIONS.....</b>	<b>7</b>
4.05.001 Conflicts.....	7
4.05.002 Severability .....	7
4.05.003 Vested Contractual Rights Not Affected .....	7

## CHAPTER 4 CREDIT AND REIMBURSEMENT AGREEMENTS

### CHAPTER 4.00 GENERAL

#### 4.00.001 Purpose

This Chapter in whole or in part is based on excerpts from Ordinance 15-01 adopted by the Board of Directors on August 6, 2015, and shall govern the framework whereby a property owner or developer may obtain credits in lieu of payment of Capacity Charges for the construction of Major Facilities (as defined herein) and/or seek reimbursement for the costs of construction of Major Facilities under the eligibility criteria set forth herein. This Code shall further the policy of the Board of Directors of the District to provide alternative mechanisms to facilitate the construction and financing of District infrastructure.

### CHAPTER 4.01 DEFINITIONS

- A. Appendix A of this Code, titled "Definitions," shall give meaning to the words and phrases as used in this Code, or any Chapter of this Code.

### CHAPTER 4.02 APPLICATION

- A. Any owner or subdivider of real property who or which is required by the District to bear the costs of constructing and installing improvements that are dedicated to, or acquired for, public use and which contain supplemental size, capacity, numbers, or length which benefit or benefits property not owned by said owner or not within said subdivider's subdivision, may apply for credits and/or a reimbursement agreement pursuant to which such improvements shall be acquired or constructed and providing for reimbursement of the excess costs thereof from Benefitted Properties and/or the Benefit Area, as such may be determined by the District. Applications shall be made in the form and manner prescribed by the General Manager.

### CHAPTER 4.03 CREDITS

- A. Upon application by the property owner or the property owner's authorized representative, the District may authorize credit for the construction of any eligible Trunk Sewer Mains or Major Facilities, described in Appendix A of this Code in lieu of payment of all, or a portion of, the Capacity Charge required. If



authorized, such credit shall be recognized only by prior written agreement between the parties, based upon the provisions hereinafter stated.

#### **4.03.001 Construction Costs Allowable for Credit**

- A. Trunk Sewer Mains: The amount of credit for the construction of Trunk Sewer Mains shall be computed solely upon the quantity of Trunk Sewer Main actually installed using a Schedule of Values for Pipeline Construction Costs adopted by Board Resolution, plus eight percent (8%) of that amount. The eight percent (8%) of the allowable credit is an offset for engineering costs. Competitive bidding or actual costs shall not be used as a basis for the credit determination. Credit for change orders shall be limited to an adjustment of creditable quantities to reflect actual final installed quantities. Credit shall not be allowed for other change orders or claims.
- B. Major Facilities: The amount of credit for construction of Major Facilities shall equal the actual cost of construction as determined under a construction contract awarded by the competitive bid process in accordance with California state law and District policy, plus eight percent (8%) of the actual cost of construction as an offset for engineering costs. This credit shall be allowed only if the actual cost of construction is the result of a competitive bidding process that is consistent with competitive bidding and prevailing wage requirements of the Public Contracts Code and Labor Code that would be imposed on the District as if it was contracting directly for the construction.
- C. Notwithstanding any provision herein to the contrary, credits shall not be allowed for costs incurred for the purpose of accelerating a development schedule, unless required by the District, and then only if the amount of such credit is approved in writing by the District Engineer prior to commencement of the work.
- D. Credits shall not be allowed for additional costs incurred when the proximate cause is an action or inaction of the owner, developer, or applicant, including but not limited to delays, lost productivity, change orders, and claims.

#### **4.03.002 Competitive Bid Process**

- A. Credit for actual cost when authorized herein shall only be allowed if:
  - 1. A project for the construction of an eligible Major Facility is advertised and awarded in the same manner and subject to the same laws and regulations as if the District was advertising and awarding the project, including but not limited to compliance with the California Labor and Public Contracts Codes, and incorporation into the construction contract documents the District Specifications then in effect. Projects shall be advertised for a minimum of thirty (30) days and shall not be advertised for bidding prior to approval of the improvement plans by the District and any

other jurisdiction for which approval is required. Project bids shall not include schedule acceleration or acceleration alternatives; and

2. All real property interests necessary to complete delivery of the Major Facilities to the District have been transferred to the District or other jurisdiction as appropriate.

#### **4.03.003 Apportionment of Credit**

- A. Credit for Major Facilities shall be uniformly apportioned among the parcels for which the Major Facilities were approved at the time of installation.

#### **4.03.004 Capacity Charge Credit**

- A. Credits allowed pursuant to this Code shall be applied toward a maximum of fifty percent (50%) of the amount of the Capacity Charges due for the real property to which the credit is apportioned. Allowable costs of construction of Major Facilities that exceed the amount of Capacity Charge credits allowed in this Chapter shall be reimbursed in accordance with Chapter 4.04.001 of this Code.

#### **4.03.005 Divided Parcel Credit**

- A. Where credit is allowed pursuant to this Code and apportioned to a particular parcel that is to be divided, the credit shall be apportioned uniformly among the divided parcels.

#### **4.03.006 Designated Construction**

- A. Unless otherwise determined by the Board, an owner of real property shall construct any Major Facility shown by the District to be designated for construction on that real property.

#### **4.03.007 Public Financing District Credits**

- A. Credits for Major Facilities financed by an assessment district, community facilities (Mello Roos) district, special tax district, or similar public infrastructure financing may be allowed by the District. The applicant shall immediately notify the District of any proposal to provide funding for construction of Major Facilities by a public infrastructure financing entity. The District may, at its sole discretion, redetermine and reassign credits for Capacity Charges based on the amount of public funding thereby provided.

Any credit allowed shall be for a pro-rata portion of those incidental expenses of the public infrastructure financing entity which are considered by the Board to be the ordinary expenses for construction of Major Facilities, and which are not incidental to and peculiar to the public infrastructure financing entity. Such incidental expenses for which credit shall not be allowed include, but are not limited to, attorneys' fees, preparation of legal descriptions, preparation of

documents, all expenses related to the sale of bonds, and other expenses required by the Placer County Treasurer or appropriate administrative authority.

## **CHAPTER 4.04 REIMBURSEMENT AGREEMENTS**

### **4.04.001 Reimbursement Agreement Terms**

- A. Where allowable costs of construction of Major Facilities exceed the amount of any Capacity Charge credits, then in that event the amount of such exceedance shall be reimbursed by the District to the entity which constructed the Major Facilities, provided:
1. The Major Facilities were constructed pursuant to plans approved by the District Engineer prior to commencement of any construction.
  2. The construction was not financed by a public infrastructure financing entity.
  3. Fee requirements, allowable credits, and reimbursable amounts all have been determined consistent with this Code.
  4. The applicant has paid all fees required by the Code.
  5. The reimbursement request was submitted in writing to the District prior to the final approval of an improvement plan, or where no improvement plan is filed, prior to commencement of any construction.
  6. A written reimbursement agreement has been executed by the party who executed the subdivision agreement with the County of Placer, City of Rocklin, or Town of Loomis. Where no subdivision map is to be filed and before the time the improvement plans for the real property are approved by the County of Placer, City of Rocklin, or Town of Loomis, the written reimbursement agreement shall be executed by the owner of the real property where the construction of the Major Facilities will occur.
  7. The written reimbursement agreement shall set forth the terms, conditions, amount of reimbursement, and time frame for reimbursement, including no prepayment penalties and interest per annum at the net County of Placer treasury pool rate for the prior fiscal year on the unpaid balance, with interest not beginning to accrue until sixty (60) days have passed from the date construction is accepted by the District and from the date of receipt by the District of releases of liens, claims, and encumbrances on the Major Facilities, a reimbursement invoice for an amount consistent with the terms of the reimbursement agreement, and all documents necessary to substantiate the actual costs.

8. Notwithstanding any other provisions contained herein, reimbursements will be made under the following terms:
  - a. Reimbursements less than \$1,000,000 shall be made within twelve (12) months of the execution of the reimbursement agreement.
  - b. Reimbursements greater than \$1,000,000, shall be made over a period of five (5) years, in such amounts and frequency as the District may determine in its sole and exclusive discretion, calculated from the date of execution of the reimbursement agreement.
9. The Board has approved the written reimbursement agreement.
10. The General Manager shall provide for the accounting of the collection and payment of reimbursement charges from the Benefit Area or Benefitted Property. Nothing herein contained shall require the District to segregate reimbursement charges collected by the District from general funds of the District or to maintain special funds or accounts for such charges.
11. The maximum term of any reimbursement agreement authorized by this Code shall be five (5) years. Upon expiration of the term, all obligations of the District thereunder to collect the reimbursement charge and to reimburse the applicant shall cease.

#### **4.04.002 Public Financing District Reimbursements**

- A. If reimbursement is sought from the District for the construction of Major Facilities financed by an assessment district, community facilities (Mello Roos) district, special tax district, or any similar public infrastructure financing entity, then any reimbursement from the District due there from shall be paid solely to the assessment district, community facilities (Mello Roos) district, special tax district, or any similar public infrastructure financing entity, or its successor, and not to the person constructing or causing the construction of the project. At no cost to the District, the person claiming entitlement to reimbursement shall have the entire burden of establishing to the District's complete satisfaction that the project is not constructed as a project of an assessment district, community facilities (Mello Roos) district, special tax district, or any similar public infrastructure financing entity. At no cost to the District, such District satisfaction may include, by way of illustration and not limitation, reimbursement conditioned upon indemnification, bond, mediation, judicial interpleader, and payment of District's actual attorney's fees. Notwithstanding the foregoing, the District Engineer may determine, in their sole discretion, that reimbursement may be made to the property owner who constructed the Major Facilities.

- B. If the construction of Major Facilities is financed by a public infrastructure financing entity and where the person, firm, or corporation seeking reimbursement has deposited cash into the incidental expense special deposit trust fund established for the financing of the assessment district, reimbursement may be allowed provided all provisions of this Code are met. The reimbursable amount shall be the lesser of the amount of the cash deposit or the amount by which the allowable costs for construction exceed the amount of any water development fee.
- C. By entering into a reimbursement agreement, the District shall not be deemed an insurer of payment to the applicant of any reimbursement charge or charges or otherwise guarantee the collection and payment over to the applicant of any reimbursement charge.

## **CHAPTER 4.05 MISCELLANEOUS PROVISIONS**

### **4.05.001 Conflicts**

- A. In the event of a conflict between any provision of this Code and the provisions of any other ordinance, rule, or regulation promulgated by any California city or county or by any federal or state agency, the provisions of this Code shall prevail except in cases where Federal or California law provide otherwise.

### **4.05.002 Severability**

- A. It is hereby declared that in the event any provision or section of this Code is declared void or invalid by any Court of competent jurisdiction, the remaining sections of the Code shall not be affected thereby, and it is the intent of said Board of Directors to enact each and every, all and singular, of the provisions of this Code irrespective of any provision which may be declared null and void.

### **4.05.003 Vested Contractual Rights Not Affected**

- A. No provision of this Code shall be construed as altering or affecting any vested contractual rights between the District and any person, firm, or corporation with whom a valid contract exists as of the effective date of this Code.

# South Placer Municipal Utility District Code

## CHAPTER 5 ENCROACHMENTS ON DISTRICT EASEMENTS AND RIGHTS OF WAY

<b>CHAPTER 5.00 GENERAL .....</b>	<b>2</b>
5.00.001 Purpose .....	2
<b>CHAPTER 5.01 DEFINITIONS .....</b>	<b>2</b>
<b>CHAPTER 5.02 PROHIBITED ENCROACHMENTS.....</b>	<b>2</b>
5.02.001 Access .....	2
5.02.002 Prohibited Encroachments.....	2
CHAPTER 5.03 GUIDELINES FOR PERMISSIBLE ENCROACHMENTS .....	3
<b>CHAPTER 5.04 MISCELLANEOUS PROVISIONS.....</b>	<b>4</b>
5.04.001 Conflicts .....	4
5.04.002 Severability .....	4
5.04.003 Vested Contractual Rights Not Affected .....	4

## CHAPTER 5 ENCROACHMENTS ON DISTRICT EASEMENTS AND RIGHTS OF WAY

### CHAPTER 5.00 ~~PURPOSE~~GENERAL

#### 5.00.001 Purpose

- A. This Chapter in whole or in part is based on excerpts from Ordinance 15-03 adopted by the Board of Directors on September 3, 2015, to establish the criteria whereby the District may grant a property owner permission to encroach on a District easement or right of way, either upon the request of a property owner or upon the discovery of an unlawful encroachment on District property or rights of way. District facilities are located within established easements, property held by the District in fee and rights of way located within roads, subdivisions, and undeveloped areas. The District's property and right of way interests must be protected and preserved at all times against unauthorized use, damage to District property and/or facilities, or hindrance of access to said facilities. The District may remove any encroaching structures from its property and rights of way at the property owner's expense. The purpose of this Chapter is to establish guidelines and requirements for certain types of encroachments ~~which~~ that may be permitted.

### CHAPTER 5.01 DEFINITIONS

- A. Appendix A of this Code, titled "Definitions," shall give meaning to the words and phrases as used in this Code, or any Chapter of this Code.

### CHAPTER 5.02 PROHIBITED ENCROACHMENTS

#### 5.02.001 Access

- A. The District must maintain access to its properties and rights of way so that it retains the immediate ability to construct, reconstruct, maintain, repair, test, inspect, relocate, and or operate any of its facilities.

#### 5.02.002 Prohibited Encroachments

- A. The District may permit certain encroachments in its right of way so long as the encroacher completes an encroachment permit on a form prescribed by the ~~District~~ General Manager and signs an encroachment agreement. The following are encroachments that are prohibited and subject to immediate removal:

1. Structures/buildings, whether above or below ground, that prohibit free and complete access to District facilities.;
2. Deep--rooted trees.;~~however,~~ ~~S~~shallow--rooted trees that grow no higher than fifteen (15) feet and have a mature root spread of no more than ten (10) feet may be permitted, provided the trees are planted no closer than twenty-five (25) feet from the closest edge of the District's pipeline. Bushes and shrubs are generally allowed where they do not block access and ~~they~~ are no more than three (3) feet tall. Additionally, trees cannot make the District's easement impassable, even if they comply with the aforementioned criteria.;
3. Large boulders.;
4. Blasting and heavy equipment.;~~and/or~~
5. Permanent structures within ten (10) feet of a District facility that cannot be removed without damaging other buildings or improvements. This includes utility vaults, retaining, and sound walls.

### CHAPTER 5.03 GUIDELINES FOR PERMISSIBLE ENCROACHMENTS

- A. All requests for an encroachment permit are determined on a case-by-case basis depending on the recorded document that originally fixed the legal rights of the District, the location or anticipated location of District facilities, and any other factors that affect the District ownership, use, operation, and access to said facilities. All requests for an encroachment permit are subject to review and approval by the District Board of Directors.
- B. The applicant must execute and record an agreement ~~satisfactory~~satisfactorily to the District in all respects, which shall provide that the property owner shall indemnify and hold the District harmless for any damage to the District's facilities and also any damages to the encroachments, including all expenses incurred by the District, when removal by the District is required.
- C. The applicant must always supply the District with as-builts.
- D. Generally permissible items in an encroachment permit are as follows:
  1. Turf and other minor landscaping (trees and ~~deep-rooted~~deep-rooted shrubs not permitted per above).;
  2. Asphalt per District approved design.;
  3. Concrete per District approved design.



- E. When an unauthorized use of a District property or easement is discovered, the General Manager shall give notice of the infraction to the ~~p~~Person responsible.
- F. The decision on whether to permit an encroachment shall be at the sole discretion of the Board of Directors of the District.
- G. The District may order the immediate removal of any otherwise permitted encroachments in the event such encroachments impair District access, and the cost of such removal shall be borne by the property owner.

## **CHAPTER 5.04 MISCELLANEOUS PROVISIONS**

### **5.04.001 Conflicts:**

- A. In the event of a conflict between any provision of this Code and the provisions of any other ordinance, rule, or regulation promulgated by any California city or county or by any federal or state agency, the provisions of this Code shall prevail except in cases where Federal or California law provide otherwise.

### **5.04.002 Severability:**

- A. It is hereby declared that in the event any provision or section of this Code is declared void or invalid by any Court of competent jurisdiction, that the remaining sections of the Code shall not be affected thereby, and it is the intent of said Board of Directors to enact each and every, all and singular, of the provisions of this Code irrespective of any provision which may be declared null and void.

### **5.04.003 Vested Contractual Rights Not Affected:**

- A. No provision of this code shall be construed as altering or affecting any vested contractual rights between the District and any person, firm, or corporation with whom a valid contract exists as of the effective date of this code.

# South Placer Municipal Utility District Code

## CHAPTER 5 ENCROACHMENTS ON DISTRICT EASEMENTS AND RIGHTS OF WAY

<b>CHAPTER 5.00 GENERAL .....</b>	<b>2</b>
5.00.001 Purpose.....	2
<b>CHAPTER 5.01 DEFINITIONS .....</b>	<b>2</b>
<b>CHAPTER 5.02 PROHIBITED ENCROACHMENTS.....</b>	<b>2</b>
5.02.001 Access.....	2
5.02.002 Prohibited Encroachments.....	2
CHAPTER 5.03 GUIDELINES FOR PERMISSIBLE ENCROACHMENTS.....	3
<b>CHAPTER 5.04 MISCELLANEOUS PROVISIONS.....</b>	<b>4</b>
5.04.001 Conflicts .....	4
5.04.002 Severability .....	4
5.04.003 Vested Contractual Rights Not Affected .....	4

## CHAPTER 5 ENCROACHMENTS ON DISTRICT EASEMENTS AND RIGHTS OF WAY

### CHAPTER 5.00 GENERAL

#### 5.00.001 Purpose

- A. This Chapter in whole or in part is based on excerpts from Ordinance 15-03 adopted by the Board of Directors on September 3, 2015, to establish the criteria whereby the District may grant a property owner permission to encroach on a District easement or right of way, either upon the request of a property owner or upon the discovery of an unlawful encroachment on District property or rights of way. District facilities are located within established easements, property held by the District in fee and rights of way located within roads, subdivisions, and undeveloped areas. The District's property and right-of-way interests must be protected and preserved at all times against unauthorized use, damage to District property and/or facilities, or hindrance of access to said facilities. The District may remove any encroaching structures from its property and rights of way at the property owner's expense. The purpose of this Chapter is to establish guidelines and requirements for certain types of encroachments that may be permitted.

### CHAPTER 5.01 DEFINITIONS

- A. Appendix A of this Code, titled "Definitions," shall give meaning to the words and phrases as used in this Code, or any Chapter of this Code.

### CHAPTER 5.02 PROHIBITED ENCROACHMENTS

#### 5.02.001 Access

- A. The District must maintain access to its properties and rights of way so that it retains the immediate ability to construct, reconstruct, maintain, repair, test, inspect, relocate, and or operate any of its facilities.

#### 5.02.002 Prohibited Encroachments

- A. The District may permit certain encroachments in its right of way so long as the encroacher completes an encroachment permit on a form prescribed by the General Manager and signs an encroachment agreement. The following are encroachments that are prohibited and subject to immediate removal:

1. Structures/buildings, whether above or below ground, that prohibit free and complete access to District facilities.
2. Deep-rooted trees. Shallow-rooted trees that grow no higher than fifteen (15) feet and have a mature root spread of no more than ten (10) feet may be permitted, provided the trees are planted no closer than twenty-five (25) feet from the closest edge of the District's pipeline. Bushes and shrubs are generally allowed where they do not block access and are no more than three (3) feet tall. Additionally, trees cannot make the District's easement impassable, even if they comply with the aforementioned criteria.
3. Large boulders.
4. Blasting and heavy equipment.
5. Permanent structures within ten (10) feet of a District facility that cannot be removed without damaging other buildings or improvements. This includes utility vaults, retaining and sound walls.

#### **CHAPTER 5.03 GUIDELINES FOR PERMISSIBLE ENCROACHMENTS**

- A. All requests for an encroachment permit are determined on a case-by-case basis depending on the recorded document that originally fixed the legal rights of the District, the location or anticipated location of District facilities, and any other factors that affect the District ownership, use, operation, and access to said facilities. All requests for an encroachment permit are subject to review and approval by the District Board of Directors.
- B. The applicant must execute and record an agreement satisfactorily to the District in all respects, which shall provide that the property owner shall indemnify and hold the District harmless for any damage to the District's facilities and also any damages to the encroachments, including all expenses incurred by the District, when removal by the District is required.
- C. The applicant must always supply the District with as-builts.
- D. Generally permissible items in an encroachment permit are as follows:
  1. Turf and other minor landscaping (trees and deep-rooted shrubs not permitted per above).
  2. Asphalt per District approved design.
  3. Concrete per District approved design.

- E. When an unauthorized use of a District property or easement is discovered, the General Manager shall give notice of the infraction to the person responsible.
- F. The decision on whether to permit an encroachment shall be at the sole discretion of the Board of Directors of the District.
- G. The District may order the immediate removal of any otherwise permitted encroachments in the event such encroachments impair District access, and the cost of such removal shall be borne by the property owner.

## **CHAPTER 5.04 MISCELLANEOUS PROVISIONS**

### **5.04.001 Conflicts**

- A. In the event of a conflict between any provision of this Code and the provisions of any other ordinance, rule, or regulation promulgated by any California city or county or by any federal or state agency, the provisions of this Code shall prevail except in cases where Federal or California law provide otherwise.

### **5.04.002 Severability**

- A. It is hereby declared that in the event any provision or section of this Code is declared void or invalid by any Court of competent jurisdiction, that the remaining sections of the Code shall not be affected thereby, and it is the intent of said Board of Directors to enact each and every, all and singular, of the provisions of this Code irrespective of any provision which may be declared null and void.

### **5.04.003 Vested Contractual Rights Not Affected**

- A. No provision of this code shall be construed as altering or affecting any vested contractual rights between the District and any person, firm, or corporation with whom a valid contract exists as of the effective date of this code.

## South Placer Municipal Utility District Code

### APPENDIX A – DEFINITIONS

#### ~~2.01.005 Accessory Dwelling Unit (ADU) and Junior Accessory Dwelling Unit (JADU)~~

~~Accessory Dwelling Unit (ADU): and Junior Accessory Dwelling Unit (JADU) shall have the meaning set forth in As defined in California Government Code Sections ~~65852.2 and 65852.2266313~~, and as may be amended ~~from time to time in the future.~~~~

#### ~~1.01.005 Appeal~~

~~**Appeal:** A request for a review of the ~~District~~ General Manager's determination or action pursuant to, or in interpretation of, any provision of the ~~is~~ South Placer Municipal Utility District Sewer Code.~~

~~**Appellant:** A person, as defined in Appendix A of the South Placer Municipal Utility District Sewer Code, who requests a review of the General Manager's determination or action, pursuant to or in interpretation of, any provision of the South Placer Municipal Utility District Sewer Code.~~

#### ~~4.01.001 Applicant~~

~~**Applicant:** The owner or authorized agent of the owner who submits a request or application through processes outlined by the South Placer Municipal Utility District Sewer Code (Code), or by the South Placer Municipal District generally for permits, credits, or other applicable items pursuant to the provisions of this Code., or subdivider of real property who applies for credits against Participation Charges or a reimbursement agreement pursuant to the provisions of this Code with respect to the acquisition or construction of Major Facilities, a portion of which benefits the applicant's property.~~

#### ~~5.01.005 Applicant~~

~~The owner or authorized agent of the owner, or subdivider of real property who applies for a permit to encroach on a District-owned property, easement or right of way or who is discovered to have encroached thereon without approval from the District.~~

#### ~~4.01.005 Benefit Area~~

~~**Benefit Area:** The area comprising all lands benefited by the improvements, or any~~

portion thereof, acquired or constructed pursuant to the South Placer Municipal Utility District Sewer Code with respect to which a reimbursement agreement has been entered into.

#### ~~4.01.010 Benefitted Property~~

**Benefitted Property:** Any parcel or parcels of improved or unimproved real property benefited by any improvement, or any portion thereof, acquired or constructed pursuant to the South Placer Municipal Utility District Sewer Code with respect to which a reimbursement agreement has been entered into.

#### ~~3.01.010 Best Management Practices (BMPs)~~

**Best Management Practices (BMPs):** ~~Are~~ activities, prohibitions, maintenance procedures, and other management practices to prevent or reduce the direct or indirect introduction of Fats, Oils and Grease (FOG) into the public sewer.

#### ~~2.01.015 Biochemical Oxygen Demand (BOD)~~

**Biochemical Oxygen Demand (BOD):** The quantity of Oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five (5) days at twenty (20) degrees centigrade expressed in terms of weight and concentration (milligrams per liter, ~~(mg/l)~~).

#### ~~2.01.010 Board~~

~~Board of Directors of the South Placer Municipal Utility District (District).~~

#### ~~3.01.015 Board~~

~~Board of Directors of the South Placer Municipal Utility District (District).~~

#### ~~4.01.015 Board~~

~~Board of Directors of the South Placer Municipal Utility District (District).~~

#### ~~5.01.010 Board~~

~~Board of Directors of the South Placer Municipal Utility District (District).~~

#### ~~1.01.010 Board of Directors~~

**Board of Directors (Board):** The legislative body of the South Placer Municipal Utility District, ~~also referred to herein at times as the "Board".~~

### ~~2.01.020 Building Drain~~

**Building Drain:** ~~That~~ part of the lowest horizontal piping of a drainage system ~~which~~ that receives the discharge from waste and other drainage pipes inside the walls of the building and conveys it to the building sewer two (2) feet outside the outer face of the building wall.

### ~~2.01.025 Building Sewer~~

**Building Sewer:** A pipeline connecting a building drain to a public sewer, consisting of an upper lateral and a lower lateral.

**Capacity Charge:** A charge for public facilities in existence at the time a charge is imposed or charges for new public facilities to be acquired or constructed in the future that are of proportional benefit to the person or property being charged, including supply or capacity contracts for rights or entitlements, real property interests, and entitlements and other rights of the local agency involving capital expense relating to its use of existing or new public facilities. A "capacity charge" does not include a commodity charge. The Capacity Charge shall be paid to the South Placer Municipal Utility District (District) in lawful money of the United States by any person, for the privilege of connecting to the District's facilities, whether such connection is voluntary or mandatory. The District's facilities shall include local collection systems, trunk lines, treatment plants, and capacity.

### ~~3.01.020 Change in Operations~~

**Change in Operations:** Any change in the ownership, food types, or operational procedures that have the potential to change the amount of Fats, Oils and Grease (FOG) discharged by Food Service Establishments (FSEs). ~~in an amount that alone or collectively causes or creates a potential for SSOs to occur.~~

### ~~2.01.030 Chemical Oxygen Demand (COD)~~

**Chemical Oxygen Demand (COD):** The measurement of the oxygen required to oxidize soluble and particulate organic matter in water expressed in terms of weight and concentration (milligrams per liter, ~~(mg/l)~~).

### ~~1.01.015 Code~~

**Code:** The South Placer Municipal Utility District Sewer Code, as adopted by the Board of Directors, to govern the rule and regulations for services provided by the South Placer Municipal Utility District.



### ~~3.01.025 Collection System~~

**Collection System:** Portions of the public sewer consisting of all pipes, sewers, and conveyance systems conveying wastewater to the publicly owned treatment works excluding privately owned sewer lateral line connections.

### ~~2.01.035 Collector Sewer~~

**Collector Sewer:** The public sanitary sewer main to which various building or private sewers are connected, owned, and operated by the South Placer Municipal Utility District.

### ~~3.01.030 Compliance Schedule~~

**Compliance Schedule:** A time schedule, enforceable under the provisions of the South Placer Municipal Utility District Sewer Code that contains increments of progress (e.g. milestones, in the form of dates). These milestones shall be for the commencement and/or completion of major events leading to the construction and operation of additional pretreatment facilities or the implementation of policies, procedures, or operational management techniques required for permittees to comply with all applicable federal, state, or local environmental regulations which may directly or indirectly affect the quality of the permittee's wastewater.

**Customer:** The building or property owner listed on the utility's records as the customer liable for payment of the sewer service or additional charges assessed on the sewer account.

**Developer or Subdivider:** Any person or business or business process, whose activities range from the renovation and re-lease of existing buildings to the purchase of raw land and the sale of developed land or parcels to others.

### ~~3.01.040 Discharger~~

**Discharger:** Any person who discharges or causes a discharge of wastewater directly or indirectly to the public sewer.

### ~~1.01.020 District~~

**District:** The South Placer Municipal Utility District, a statutorily created district operating under the authority of and pursuant to the provisions of the California Municipal Utility District Act (Public Utility Code commencing at Section 11501 et seq).

### ~~2.01.040 District~~

~~The South Placer Municipal Utility District, a statutorily created district operating under the authority of and pursuant to the provisions of the California Municipal Utility District~~

~~Act (Public Utility Code commencing at Section 11501 et seq).~~

~~3.01.045 District~~

~~The South Placer Municipal Utility District, a statutorily created district, operating under the authority of and pursuant to the provisions of the California Municipal Utility District Act (Public Utility Code commencing at Section 11501 et seq).~~

~~4.01.020 District~~

~~The South Placer Municipal Utility District, a statutorily created district operating under the authority of and pursuant to the provisions of the California Municipal Utility District Act (Public Utility Code commencing at Section 11501 et seq).~~

~~5.01.015 District~~

~~The South Placer Municipal Utility District, a statutorily created district operating under the authority of and pursuant to the provisions of the California Municipal Utility District Act (Public Utility Code commencing at Section 11501 et seq).~~

**District Engineer:** The District Engineer of the South Placer Municipal Utility District (District) as appointed by the General Manager, or any District employee or agent of the District authorized to act on their behalf.

**District's Office (District Office):** The main office for the South Placer Municipal Utility District, located at:

5807 Springview Drive  
Rocklin, CA 95677

~~4.01.025 District General Manager~~

~~The General Manager as appointed by the Board of Directors of the South Placer Municipal Utility District in accordance with the California Municipal Utility District Act (Public Utility Code commencing at Section 11501 et seq) or any District employee or agent of the District authorized by the General Manager to act on their behalf to enforce the provisions of this code.~~

~~2.01.045 District General Manager~~

~~The General Manager as appointed by the Board of Directors of the South Placer Municipal Utility District in accordance with the California Municipal Utility District Act (Public Utility Code commencing at Section 11501 et seq) or any District employee or agent of the District authorized by the General Manager to act on their behalf to enforce the provisions of this code.~~

### ~~3.01.050 District General Manager~~

~~The General Manager as appointed by the Board of Directors of the South Placer Municipal Utility District in accordance with the California Municipal Utility District Act (Public Utility Code commencing at Section 11501 et seq) or any District employee or agent of the District authorized by the General Manager to act on their behalf to enforce the provisions of this code.~~

### ~~4.01.025 District General Manager~~

~~The General Manager as appointed by the Board of Directors of the South Placer Municipal Utility District in accordance with the California Municipal Utility District Act (Public Utility Code commencing at Section 11501 et seq) or any District employee or agent of the District authorized by the General Manager to act on their behalf to enforce the provisions of this code.~~

### ~~5.01.020 District General Manager~~

~~The General Manager as appointed by the Board of Directors of the South Placer Municipal Utility District in accordance with the California Municipal Utility District Act (Public Utility Code commencing at Section 11501 et seq) or any District employee or agent of the District authorized by the General Manager to act on their behalf to enforce the provisions of this code.~~

### ~~2.01.050 District Specifications~~

~~The Standard Specifications and Improvement Standards for Sanitary Sewers prepared and ordered effective by the General Manager pursuant to the provisions of Section 11937(e) of the Municipal Utility District Act, Division 6, of the Public Utilities Code, and State of California. All work associated with wastewater systems shall be performed pursuant to and in compliance with this Code and the District Specifications.~~

### ~~3.01.055 District Specifications~~

**District Specifications:** The ~~District's~~ Standard Specifications and Improvement Standards for Sanitary Sewers prepared and ordered effective by the General Manager pursuant to the provisions of Section 11937(e) of the Municipal Utility District Act, Division 6, of the Public Utilities Code, State of California and as delineated in Chapter 5 of the South Placer Municipal Utility District Sewer Code (Code). All work associated with wastewater systems shall be performed pursuant to and in compliance with this Code and the South Placer Municipal District District Specifications.

#### 4.01.030 District Specifications

~~The Standard Specifications and Improvement Standards for Sanitary Sewers prepared and ordered effective by the General Manager pursuant to the provisions of Section 11937(e) of the Municipal Utility District Act, Division 6, of the Public Utilities Code, State of California and as delineated in Chapter 5 of this Code. All work associated with wastewater systems shall be performed pursuant to and in compliance with this Code and the District Specifications.~~

#### 2.01.055 Domestic Wastewater

**Domestic Wastewater:** Wastes originating in a residential facility or dwelling.

#### 2.01.060 Equivalent Dwelling Unit (EDU)

**Equivalent Dwelling Unit (EDU):** The unit of measurement, used to determine design and fee requirements based on the typical average flow and strength of wastewater from a single-family residential occupancy.

#### 3.01.060 Equivalent Dwelling Unit (EDU)

~~The unit of measurement used to determine design and fee requirements based on the typical average flow and strength of wastewater from a single-family residential occupancy.~~

#### 2.01.065 Fats, Oils, and Grease (FOG)

**Fats, Oils and Grease (FOG):** Non-petroleum organic polar compounds derived from animal or plant sources such as fats, non-hydrocarbons, fatty acids, soaps, waxes, and oils that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical procedures established in the 40 CFR Part 136

#### 3.01.065 Fats, Oils, and Grease (FOG)

~~Non-petroleum organic polar compounds derived from animal or plant sources such as fats, non-hydrocarbons, fatty acids, soaps, waxes, and oils that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical procedures established in the 40 CFR Part 136.~~

#### 3.01.070 FOG Control Program

**Fats, Oils and Grease (FOG) Control Program:** The program developed by the South Placer Municipal Utility District, as required by, and pursuant to, State Water Resources Control Board Order No. 2006-0003, and any subsequent modifications.

### ~~3.01.075 FOG Wastewater Discharge Permit (WDP)~~

~~**Fats, Oils and Grease Wastewater Discharge Permit (FOG WDP):** A permit issued by the South Placer Municipal Utility District, subject to the requirements and conditions established by the General Manager, authorizing a Permittee to discharge wastewater from an Food Service Establishment (FSE) into the public sewer.~~

~~**Fee Schedule:** The fee schedule adopted by the South Placer Municipal Utility District Board of Directors annually to establish rates, charges, and other fees that may be imposed by the District.~~

### ~~3.01.085 Food Grinder~~

~~**Food Grinder:** Any device installed in the plumbing or sewage system for the purpose of grinding food or food waste, also commercially called a garbage disposal.~~

### ~~2.01.070 Food Service Establishment (FSE)~~

~~**Food Service Establishment (FSE):** Any facility, including but not limited to, any commercial entity within the boundaries of the South Placer Municipal Utility District (District), operating in a permanently constructed structure such as a room, building, or place, or portion thereof, maintained, used or operated for the purpose of storing, preparing, serving, ~~or~~ manufacturing, packaging or otherwise handling food for sale to other entities, or for consumption by the public, its members or employees, and which has any process or device that uses or produces Fats, Oils and Grease (FOG), ~~or~~ grease vapors, steam, fumes, smoke or odors that are required to be removed by an exhaust hood pursuant to California Health and Safety Code section 114149.1 or in accordance with the California Uniform Retail Food Facilities Law (CURFFL) (California Health and Safety Code sections 113700, et seq.). A limited food preparation establishment may not be considered to be an Food Service Establishment (FSE) when engaged only in reheating, hot holding, or assembly of ready-~~to-~~eat food products, provided that there is no wastewater discharge containing a significant amount of FOG. Mobile food trucks are considered an Food Service Establishment (FSE) and are subject to the requirements of the South Placer Municipal Utility District Sewer Code.~~

### ~~3.01.080 Food Service Establishment (FSE)~~

~~Food Service Establishment, any facility, including but not limited to, any commercial entity within the boundaries of the District, operating in a permanently constructed structure such as a room, building or place, or portion thereof, maintained, used, or operated for the purpose of storing, preparing, serving or manufacturing, packaging or otherwise handling food for sale to other entities, or for consumption by the public, its~~

~~members or employees, and which has any process or device that uses or produces FOG, or grease vapors, steam, fumes, smoke or odors that are required to be removed by an exhaust hood pursuant to California Health and Safety Code section 114149.1 or in accordance with the California Uniform Retail Food Facilities Law (CURFFL) (California Health and Safety Code sections 113700, et seq.). A limited food preparation establishment may be considered a non-FOG producing FSE when engaged only in reheating, hot holding, or assembly of ready to eat food products, provided that there is no wastewater discharge containing a significant amount of FOG. Mobile food trucks are considered an FSE and subject to the requirements of this Code.~~

#### ~~2.01.075 Garbage~~

~~**Garbage:** Solid wastes from the preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce.~~

#### ~~1.01.030 Gender~~

~~The masculine gender includes the feminine and neuter.~~

#### ~~3.01.090 Grab Sample~~

~~A sample taken from a waste stream on a one-time basis without regard to the flow in the waste stream and without consideration of time.~~  
~~**General Manager:** The General Manager as appointed by the Board of Directors of the South Placer Municipal Utility District (District) in accordance with the California Municipal Utility District Act (Public Utility Code commencing at Section 11501 et seq) or any District employee or agent of the District authorized by the General Manager to act on their behalf to enforce the provisions of this code.~~

~~**Grab Sample:** A sample taken from a waste stream on a one-time basis without regard to the flow in the waste stream and without consideration of time.~~

#### ~~3.01.100 Gravity Grease Interceptor (GGI)~~

~~**Gravity Grease Interceptor (GGI):** A plumbing appurtenance or appliance that is installed in a sanitary drainage system to intercept non-petroleum Ffats, Ooils, and Grease (FOG) from a wastewater discharge and is identified by volume, baffle(s), not less than two compartments, and gravity separation. Gravity grease interceptors are installed outside. Approved designs shall be certified to IAPMO / ANSI Z1001.~~

### ~~3.01.101 Grease Control Device (GCD)~~

~~**Grease Control Device (GCD):** Any hydromechanical grease interceptor, grease removal device, gravity grease interceptor, mechanism, device, or process ~~which that~~ attaches to, or is applied to, wastewater plumbing fixtures and lines, the purpose of which is to trap, collect or treat Fats, Oils and Grease (FOG) prior to it being discharged into the public sewer. A grease control device may also include any other proven method to reduce FOG subject to the approval of the General Manager.~~

### ~~3.01.102 Grease Removal Device (GRD)~~

~~**Grease Removal Device (GRD):** Any hydromechanical grease interceptor that automatically, mechanically removes non-petroleum Ffats, Ooils, and Ggrease (FOG) from the interceptor, the control of which is automatically initiated. Grease Removal Devices (GRDs) shall be certified to ASME A112.14.4 and/or CSA B481.5.~~

### ~~3.01.105 Hot Spots~~

~~**Hot Spots:** Areas in the collection system of sewer lines that must be cleaned or maintained frequently to avoid blockages of the public sewer caused by Fats, Oils and Grease (FOG).~~

### ~~3.01.110 Hydromechanical Grease Interceptor (HGI)~~

~~**Hydromechanical Grease Interceptor (HGI):** A plumbing appurtenance or appliance that is installed in a sanitary drainage system to intercept nonpetroleum Ffats, Ooils, and Ggreases (FOG) from a wastewater discharge and is identified by flow rate, separation, and retention efficiency. The design incorporates air entrainment, hydromechanical separation, interior baffling, and/or barriers in combination or separately, and one of the following:~~

- ~~a. **A-**External flow control, with air intake (vent): directly connected.~~
- ~~b. **B-**External flow control, without air intake (vent): directly connected.~~
- ~~b. **b.**~~
- ~~c. **C-**Without external flow control, directly connected.~~
- ~~d. **D-**Without external flow control, indirectly connected.~~

~~Hydromechanical grease interceptors shall be certified to ASME A112.14.3, CSA B481-1, and/or PDI G101.~~

### ~~2.01.080 Industrial Wastewater~~

~~**Industrial Wastewater:** The liquid wastes originating from industrial processing.~~



### ~~3.01.115 Inspector~~

**Inspector:** Any person authorized by the General Manager to inspect any existing or proposed wastewater generation, conveyance, processing, and/or disposal facilities.

**Junior Accessory Dwelling Unit (JADU):** As defined in California Government Code Sections 66313, and as may be amended in the future.

### ~~2.01.085 Lower Lateral~~

**Lower Lateral:** That part of building sewer within the public right-of-way, extending from the property line ~~or public sewer easement line~~, typically at the Property Line Cleanout (PLCO), to the public sewer, by gravity flow.

### ~~3.01.120 Manifest~~

**Manifest:** The receipt ~~which that~~ is retained by a permittee for the disposal of FOG, recyclable wastes, and/or liquid wastes.

### ~~3.01.126 Mobile Food Truck~~

**Mobile Food Truck:** A Ffood Sservice Eestablishment (FSE) that is readily moveable from place to place at all times during operation and shall include but not be limited to pushcarts, trailers, trucks, vans, or boats.

### ~~2.01.090 Multiple Dwelling~~

**Multiple Dwelling:** Any structure for residential occupancy consisting of more than one dwelling unit.

### ~~3.01.125 New Construction~~

**New Construction:** Any structure planned or under construction where the sewer facilities have not been approved by the South Placer Municipal Utility District (District).

### ~~2.01.095 Non-Dispersible~~

**Non-Dispersible:** Any item that requires more than twenty (20) seconds to begin to disperse, or break down, after contact with water. This includes “Fflushable pProducts” that do not disperse, and have structural strength, and do not tear easily, such as paper products, specifically paper towels and facial tissues, sanitary products such as bBaby Wwipes and other cleansing products that are indestructible and advertised as flushable but are non-dispersible.



## ~~2.01.100 Non-residential Wastewater~~

~~**Non-Residential Wastewater:** Wastewater originating from sources other than residential discharges.~~

## ~~3.01.130 Obstruction~~

~~**Obstruction:** Any discharge which, alone or in combination with discharges from other sources, inhibits or disrupts the public sewer, operations, or is otherwise a violation of any South Placer Municipal Utility District Ordinance or, Code, or any applicable State discharge requirements.~~

~~**Occupant:** A person or business enterprise that has a legal right to reside or occupy a premises at a given time, including but not limited to, a person holding property, especially land, in actual possession, tenant or lessee~~

## ~~2.01.105 Owner / Applicant~~

~~The record owner of the real property being served or to be served by the District's wastewater system, or his duly authorized agent. The record owner of such real property shall be billed and liable to the District for the payment of all authorized fees, rates, tolls, rentals or other charges.~~

## ~~2.01.110 Participation Charge~~

~~Also known as a connection fee, or development impact fee, the sum paid to the District in lawful money of the United States by any person, for the privilege of connecting to the District's facilities whether such connection is voluntary or mandatory. The District's facilities shall include local collection systems, trunk lines, treatment plants, and capacity.~~

## ~~4.01.045 Participation Charge~~

~~The Sewer Participation Charge as contained in 2.03, Charges and Fees, also known as a fee, connection fee, participation fee or developer impact fee, shall mean the sum paid to the District in lawful money of the United States by any person, for the privilege of connecting to the District's facilities, whether such connection is voluntary or mandatory, to be used to fund the fair share portion of the cost of construction of the trunk sewer upgrades and expansion facilities that have been identified by the District's System Evaluation and Capacity Assurance Plan (SECAP) as necessary to serve new development within the District's service area boundaries. The District's facilities shall include local collection systems, trunk lines, and capacity.~~

### 3.01.135 Permittee

**Permittee:** ~~The holder(s) or holders of a permit issued by the South Placer Municipal Utility District FOG Wastewater Disposal Permit (WDP) issued for a Food Service Establishment (FSE) and is~~ subject to the requirements and conditions established in ~~theis~~ South Placer Municipal Utility District Sewer Code (Code) or as otherwise established by the General Manager, including but not limited to the holder(s) of a Fats, Oils, and Grease Wastewater Disposal Permit (FOG WDP) issued for a Food Service Establishment (FSE).

### 1.01.035 Person

~~Any natural person, firm, association, joint venture, joint stock company, partnership, club, company, corporation, business trust, or organization of any kind.~~

### 3.01.140 Person

**Person(s):** Any individual, partnership, co-partnership, firm, company, association, society, corporation, 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 context.

### 4.01.040 Person

~~Any individual, partnership, co-partnership, firm, company, association, society, corporation, 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 context.~~

### 5.01.025 Person

~~Any individual, partnership, co-partnership, firm, company, association, society, corporation, 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 context.~~

### 2.01.115 Persons

~~Any individual, partnership, co-partnership, firm, company, association, society, corporation, 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~~

~~context.~~

#### ~~2.01.120 pH~~

~~**pH:** The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution.~~

#### ~~2.01.130 Private Sewer~~

~~**Private Sewer:** Any sewer facilities which remain under private ownership by a single property owner.~~

#### ~~2.01.135 Properly Shredded Garbage~~

~~**Properly Shredded Garbage:** Wastes from the preparation, cooking, and dispensing of food ~~which that~~ have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than 0.5 inches in any dimension.~~

#### ~~2.01.125 Property Line Cleanout (PLCO)~~

~~**Property Line Cleanout (PLCO):** The publicly-owned clean out installed on the building sewer near the public right-of-way, within the ~~public utility easement~~**P.U.E.**, intended for access of the publicly owned ~~l~~ower ~~l~~ateral.~~

~~**Property Owner (Owner):** The record owner of the real property being served or to be served by the South Placer Municipal Utility District's (District's) wastewater system, or their duly authorized agent. The record owner of such real property shall be billed and liable to the District for the payment of all authorized fees, rates, tolls, rentals, or other charges. Also referred to as owner, real property owner, etc.~~

#### ~~3.01.145 Property Owner~~

~~The record owner of the real property upon which is located a Food Service Establishment (FSE) being served or to be served by the District's wastewater system, or his duly authorized agent.~~

#### ~~4.01.050 Property Owner~~

~~The record owner of the real property upon which is being served or to be served by the District's Wastewater system.~~

#### ~~2.01.137 Publicly Owned Treatment Works (POTW)~~

~~**Publicly Owned Treatment Works (POTW):** A wastewater treatment plant as defined ~~by in~~ Section 212 of the Clean Water Act (33 United States Code 1291). The ~~South~~~~

Placer Municipal Utility District's (District's) public sewer is a satellite wastewater collection system to the regional Publicly Owned Treatment Works (POTW) located in the City of Roseville.

### ~~3.01.150 Publicly Owned Treatment Works (POTW)~~

~~A wastewater treatment plant as defined by Section 212 of the Clean Water Act (33 United States Code 1291). The District's public sewer is a satellite wastewater collection system to the regional POTW located in the City of Roseville.~~

### ~~2.01.140 Public Sewer~~

**Public Sewer:** A sewer in which all owners of abutting property have equal rights and is controlled by public authority.

### ~~3.01.155 Public Sewer~~

~~A sewer in which all owners of abutting property have equal rights and is controlled by a public authority.~~

### ~~2.01.145 Readily Accessible~~

**Readily Accessible:** Capable of being accessed quickly, and without obstruction, for maintenance, repair, or inspection without requiring the South Placer Municipal Utility District (District) or its agents, to uncover, remove obstacles or repair sewer facilities ~~in order~~ to use.

### ~~3.01.160 Remodeling~~

**Real Property (Property):** Land and anything permanently attached to it including buildings, roads, other infrastructure, and the rights associated with it.

**Remodeling:** Any physical alteration and/or operational change to a Food Service Establishment (FSE).

### ~~2.01.155 Sanitary Sewer~~

**Sanitary Sewer:** A sewer that carries wastewater or sewage and to which storm, surface, and groundwaters are not intentionally admitted.

### ~~3.01.165 Sanitary Sewer~~

~~A sewer that carries wastewater or sewage and to which storm, surface, and groundwaters are not intentionally admitted.~~

~~2.01.165 Sanitary Sewer Overflow (SSO)~~

~~**Sanitary Sewer Overflow (SSO):** Any overflow, spill, release, discharge, or diversion of untreated or partially treated wastewater from a sanitary sewer system.~~

~~3.01.166 Sanitary Sewer Overflow (SSO)~~

~~Any overflow, spill, release, discharge, or diversion of untreated or partially treated wastewater from a sanitary sewer system.~~

~~**Schedule of Values for Pipeline Construction Costs:** [-A table adopted by the District annually that represents the new cost of construction for various sewer system assets.](#)~~

~~**Secretary of the Board of Directors:** [The Administrative Services Manager of the South Placer Municipal Utility District as appointed by the General Manager, or any District employee or agent of the District authorized to act on their behalf.](#)~~

~~2.01.150 Service Charge~~

~~**Service Charge:** The periodic charge assessed to the ~~real~~ property owner by the [South Placer Municipal Utility District \(District\)](#) for the capability of conveying, treating, and disposing of wastewater.~~

~~3.01.170 Sewer Facilities (or System)~~

~~**Sewer Facilities (Sewer System):** Any and all facilities used for collecting, conveying, pumping, treating, and disposing of wastewater.~~

~~3.01.175 Sewer Lateral~~

~~**Sewer Lateral:** A Building Sewer as defined in the latest edition of the Uniform Plumbing Code (UPC). It is the wastewater connection between the building's wastewater drain facilities and a public sewer.~~

~~1.01.040 Shall – May~~

~~The term "shall" is mandatory and the term "may" is permissive.~~

~~3.01.180 Shall – May~~

~~The term "shall" is mandatory and the term "may" is permissive.~~

~~2.01.160 Single Family Residence (SFR)~~

~~**Sewer Permit:** [-Written authorization from the South Placer Municipal Utility District to](#)~~

[perform construction or maintenance on a building sewer.](#)

**Single Family Residence (SFR):** Any free-standing structure used for residential occupancy and consisting of one dwelling unit (excluding any free-standing structure which is an [Accessory Dwelling Unit \(ADU\)](#) within the meaning of California Government Code ~~section 65852.2 and this Code~~ and the [South Placer Municipal Utility Sewer Code \(Code\)](#)).

#### ~~1.01.045 State~~

**State:** The State of California, inclusive of all legislative codes and regulations lawfully adopted.

#### ~~2.01.170 Structure~~

**Structure:** A building or other constructed facility used for human occupancy, employment, recreation, or other purposes.

#### ~~2.01.175 Suspended Solids~~

**Suspended Solids:** 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.

#### ~~4.01.035 Trunk Sewer Mains and Major Facilities~~

**Trunk Sewer Mains and Major Facilities:** Trunk sewer upgrades and expansion facilities that have been identified by the [South Placer Municipal Utility District's \(District's\)](#) System Evaluation and Capacity Assurance Plan (SECAP) as necessary to serve new development within the District's service area boundaries and which in the General Manager's determination are suitable both in terms of size, scope, expense and general benefit to the District so as to be eligible for credits and/or reimbursements under the provisions of the ~~is~~ [South Placer Municipal Utility District Code Sewer Code](#).

#### ~~2.01.180 Uniform Plumbing Code (UPC)~~

**Uniform Plumbing Code (UPC):** The most current edition of the Uniform Plumbing Code ([UPC](#)) published by the International Association of Plumbing and Mechanical Officials (IAPMO).

#### ~~2.01.185 Upper Lateral~~

**Upper Sewer Lateral:** That part of the building sewer ~~that runs~~ running from two (2) feet outside the outer face of the building wall to the public right-of-way. [The upper lateral is;](#) privately owned and maintained.

### **3.01.185 User**

**User:** Any person who contributes, causes, or permits the contribution of wastewater into the public sewer and the Publicly Owned Treatment Works (POTW).

### **2.01.190 Wastewater**

**Wastewater:** The liquid and water carrying industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, Food Service Establishments (FSEs), and institutions, whether treated or untreated, which-that is discharged into or permitted to enter the public sewer and the Publicly Owned Treatment Works (POTW).

### **3.01.190 Wastewater**

~~The liquid and water carrying industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, FSEs, and institutions, whether treated or untreated, which is discharged into or permitted to enter the public sewer and the Publicly Owned Treatment Works (POTW).~~

### **2.01.195 Wastewater Collection System**

**Wastewater Collection System:** The pipe system and appurtenances for collecting and carrying water and water-carried wastes from domestic, non-residential, and industrial sources to a wastewater treatment plant (WWTP).

### **3.01.195 Wastewater Collection System**

~~The pipe system and appurtenances for collecting and carrying water and water-carried wastes from domestic, non-residential, and industrial sources to a wastewater treatment plant.~~

### **4.01.055 Wastewater Collection System**

~~The pipe system and appurtenances for collecting and carrying water and water-carried wastes from domestic, nonresidential and industrial sources to a wastewater treatment plant.~~

### **2.01.200 Wastewater System**

**Wastewater System:** All facilities for collecting, pumping, treating, and disposing of wastewater.

### ~~3.01.200 Wastewater System~~

~~All facilities for collecting, pumping, treating, and disposing of wastewater.~~

### ~~4.01.060 Wastewater System~~

~~All facilities for collecting, pumping, treating and disposing of wastewater.~~

### ~~2.01.205 Wastewater Treatment Plant (WWTP)~~

Wastewater Treatment Plant (WWTP): An arrangement of pipes, equipment, devices, tanks, and structures for treating wastewater and industrial wastes.

### ~~3.01.205 Wastewater Treatment Plant (WWTP)~~

~~An arrangement of pipes, equipment, devices, tanks, and structures for treating wastewater and industrial wastes.~~

### ~~2.01.210 Water Course~~

Water Course: A natural or manmade channel in which a flow of water occurs, either continually or intermittently.



## South Placer Municipal Utility District Code

### APPENDIX A – DEFINITIONS

**Accessory Dwelling Unit (ADU):** As defined in California Government Code Sections 66313, and as may be amended in the future.

**Appeal:** A request for a review of the General Manager's determination or action pursuant to, or in interpretation of, any provision of the South Placer Municipal Utility District Sewer Code.

**Appellant:** A person, as defined in Appendix A of the South Placer Municipal Utility District Sewer Code, who requests a review of the General Manager's determination or action, pursuant to, or in interpretation of, any provision of the South Placer Municipal Utility District Sewer Code.

**Applicant:** The owner or authorized agent of the owner who submits a request or application through processes outlined by the South Placer Municipal Utility District Sewer Code (Code), or by the South Placer Municipal District generally for permits, credits, or other applicable items pursuant to the provisions of this Code.,

**Benefit Area:** The area comprising all lands benefited by the improvements, or any portion thereof, acquired or constructed pursuant to the South Placer Municipal Utility District Sewer Code with respect to which a reimbursement agreement has been entered into.

**Benefitted Property:** Any parcel or parcels of improved or unimproved real property benefited by any improvement, or any portion thereof, acquired or constructed pursuant to the South Placer Municipal Utility District Sewer Code with respect to which a reimbursement agreement has been entered into.

**Best Management Practices (BMPs):** Activities, prohibitions, maintenance procedures, and other management practices to prevent or reduce the direct or indirect introduction of Fats, Oils and Grease (FOG) into the public sewer.

**Biochemical Oxygen Demand (BOD):** The quantity of Oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five (5) days at twenty (20) degrees centigrade expressed in terms of weight and concentration (milligrams per liter, mg/l).

**Board of Directors (Board):** The legislative body of the South Placer Municipal Utility District.

**Building Drain:** The part of the lowest horizontal piping of a drainage system that receives the discharge from waste and other drainage pipes inside the walls of the building and conveys it to the building sewer two (2) feet outside the outer face of the building wall.

**Building Sewer:** A pipeline connecting a building drain to a public sewer, consisting of an upper lateral and a lower lateral.

**Capacity Charge:** A charge for public facilities in existence at the time a charge is imposed or charges for new public facilities to be acquired or constructed in the future that are of proportional benefit to the person or property being charged, including supply or capacity contracts for rights or entitlements, real property interests, and entitlements and other rights of the local agency involving capital expense relating to its use of existing or new public facilities. A “capacity charge” does not include a commodity charge. The Capacity Charge shall be paid to the South Placer Municipal Utility District (District) in lawful money of the United States by any person, for the privilege of connecting to the District’s facilities, whether such connection is voluntary or mandatory. The District’s facilities shall include local collection systems, trunk lines, treatment plants, and capacity.

**Change in Operations:** Any change in the ownership, food types, or operational procedures that have the potential to change the amount of Fats, Oils and Grease (FOG) discharged by Food Service Establishments (FSEs).

**Chemical Oxygen Demand (COD):** The measurement of the oxygen required to oxidize soluble and particulate organic matter in water expressed in terms of weight and concentration (milligrams per liter,mg/l).

**Code:** The South Placer Municipal Utility District Sewer Code, as adopted by the Board of Directors, to govern the rules and regulations for services provided by the South Placer Municipal Utility District.

**Collection System:** Portions of the public sewer consisting of all pipes, sewers, and conveyance systems conveying wastewater to the publicly owned treatment works excluding privately owned sewer lateral line connections.

**Collector Sewer:** The public sanitary sewer main to which various buildings or private sewers are connected, owned, and operated by the South Placer Municipal Utility District.

**Compliance Schedule:** A time schedule, enforceable under the provisions of the South Placer Municipal Utility District Sewer Code that contains increments of progress (e.g. milestones, in the form of dates). These milestones shall be for the commencement and/or completion of major events leading to the construction and operation of additional pretreatment facilities or the implementation of policies, procedures, or

operational management techniques required for permittees to comply with all applicable federal, state, or local environmental regulations which may directly or indirectly affect the quality of the permittee's wastewater.

**Customer:** The building or property owner listed on the utility's records as the customer liable for payment of the sewer service or additional charges assessed on the sewer account.

**Developer or Subdivider:** Any person or business or business process, whose activities range from the renovation and re-lease of existing buildings to the purchase of raw land and the sale of developed land or parcels to others.

**Discharger:** Any person who discharges or causes a discharge of wastewater directly or indirectly to the public sewer.

**District:** The South Placer Municipal Utility District, a statutorily created district operating under the authority of and pursuant to the provisions of the California Municipal Utility District Act (Public Utility Code commencing at Section 11501 et seq).

**District Engineer:** The District Engineer of the South Placer Municipal Utility District (District) as appointed by the General Manager, or any District employee or agent of the District authorized to act on their behalf.

**District's Office (District Office):** The main office for the South Placer Municipal Utility District, located at:

5807 Springview Drive  
Rocklin, CA 95677

**District Specifications:** The Standard Specifications and Improvement Standards for Sanitary Sewers prepared and ordered effective by the General Manager pursuant to the provisions of Section 11937(e) of the Municipal Utility District Act, Division 6, of the Public Utilities Code, State of California and as delineated in Chapter 5 of the South Placer Municipal Utility District Sewer Code (Code). All work associated with wastewater systems shall be performed pursuant to and in compliance with this Code and the South Placer Municipal District Specifications.

**Domestic Wastewater:** Wastes originating in a residential facility or dwelling.

**Equivalent Dwelling Unit (EDU):** The unit of measurement used to determine design and fee requirements based on the typical average flow and strength of wastewater from a single-family residential occupancy.

**Fats, Oils and Grease (FOG):** Non-petroleum organic polar compounds derived from animal or plant sources such as fats, non-hydrocarbons, fatty acids, soaps, waxes,

and oils that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical procedures established in the 40 CFR Part 136.

**Fats, Oils and Grease (FOG) Control Program:** The program developed by the South Placer Municipal Utility District, as required by, and pursuant to, State Water Resources Control Board Order No. 2006-0003, and any subsequent modifications.

**Fats, Oils and Grease Wastewater Discharge Permit (FOG WDP):** A permit issued by the South Placer Municipal Utility District, subject to the requirements and conditions established by the General Manager, authorizing a permittee to discharge wastewater from a Food Service Establishment (FSE) into the public sewer.

**Fee Schedule:** The fee schedule adopted by the South Placer Municipal Utility District Board of Directors annually to establish rates, charges, and other fees that may be imposed by the District.

**Food Grinder:** Any device installed in the plumbing or sewage system for the purpose of grinding food or food waste, also commercially called a garbage disposal.

**Food Service Establishment (FSE):** Any facility, including but not limited to, any commercial entity within the boundaries of the South Placer Municipal Utility District (District), operating in a permanently constructed structure such as a room, building, or place, or portion thereof, maintained, used or operated for the purpose of storing, preparing, serving, manufacturing, packaging or otherwise handling food for sale to other entities, or for consumption by the public, its members or employees, and which has any process or device that uses or produces Fats, Oils and Grease (FOG), grease vapors, steam, fumes, smoke or odors that are required to be removed by an exhaust hood pursuant to California Health and Safety Code section 114149.1 or in accordance with the California Uniform Retail Food Facilities Law (CURFFL) (California Health and Safety Code sections 113700, et seq.). A limited food preparation establishment may not be considered to be a Food Service Establishment (FSE) when engaged only in reheating, hot holding, or assembly of ready-to-eat food products, provided that there is no wastewater discharge containing a significant amount of FOG. Mobile food trucks are considered a Food Service Establishment (FSE) and are subject to the requirements of the South Placer Municipal Utility District Sewer Code.

**Garbage:** Solid wastes from the preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce.

**General Manager:** The General Manager as appointed by the Board of Directors of the South Placer Municipal Utility District (District) in accordance with the California Municipal Utility District Act (Public Utility Code commencing at Section 11501 et seq)

or any District employee or agent of the District authorized by the General Manager to act on their behalf to enforce the provisions of this code.

**Grab Sample:** A sample taken from a waste stream on a one-time basis without regard to the flow in the waste stream and without consideration of time.

**Gravity Grease Interceptor (GGI):** A plumbing appurtenance or appliance that is installed in a sanitary drainage system to intercept non-petroleum Fats, Oils and Grease (FOG) from a wastewater discharge and is identified by volume, baffle(s), not less than two compartments, and gravity separation. Gravity grease interceptors are installed outside. Approved designs shall be certified to IAPMO / ANSI Z1001.

**Grease Control Device (GCD):** Any hydromechanical grease interceptor, grease removal device, gravity grease interceptor, mechanism, device, or process that attaches to, or is applied to, wastewater plumbing fixtures and lines, the purpose of which is to trap, collect or treat Fats, Oils and Grease (FOG) prior to it being discharged into the public sewer. A grease control device may also include any other proven method to reduce FOG subject to the approval of the General Manager.

**Grease Removal Device (GRD):** Any hydromechanical grease interceptor that automatically, mechanically removes non-petroleum Fats, Oils and Grease (FOG) from the interceptor, the control of which is automatically initiated. Grease Removal Devices (GRDs) shall be certified to ASME A112.14.4 and/or CSA B481.5.

**Hot Spots:** Areas in the collection system of sewer lines that must be cleaned or maintained frequently to avoid blockages of the public sewer caused by Fats, Oils and Grease (FOG).

**Hydromechanical Grease Interceptor (HGI):** A plumbing appurtenance or appliance that is installed in a sanitary drainage system to intercept nonpetroleum Fats, Oils and Greases (FOG) from a wastewater discharge and is identified by flow rate, separation, and retention efficiency. The design incorporates air entrainment, hydromechanical separation, interior baffling, and/or barriers in combination or separately, and one of the following:

- a. External flow control, with air intake (vent): directly connected.
- b. External flow control, without air intake (vent): directly connected.
- c. Without external flow control, directly connected.
- d. Without external flow control, indirectly connected.

Hydromechanical grease interceptors shall be certified to ASME A112.14.3, CSA B4811, and/or PDI G101.

**Industrial Wastewater:** The liquid wastes originating from industrial processing.

**Inspector:** Any person authorized by the General Manager to inspect any existing or proposed wastewater generation, conveyance, processing, and/or disposal facilities.

**Junior Accessory Dwelling Unit (JADU):** As defined in California Government Code Sections 66313, and as may be amended in the future.

**Lower Lateral:** That part of building sewer within the public right-of-way, extending from the property line, typically at the Property Line Cleanout (PLCO), to the public sewer, by gravity flow.

**Manifest:** The receipt that is retained by a permittee for the disposal of FOG, recyclable waste, and/or liquid waste.

**Mobile Food Truck:** A Food Service Establishment (FSE) that is readily moveable from place to place at all times during operation and shall include but not be limited to pushcarts, trailers, trucks, vans, or boats.

**Multiple Dwelling:** Any structure for residential occupancy consisting of more than one dwelling unit.

**New Construction:** Any structure planned or under construction where the sewer facilities have not been approved by the South Placer Municipal Utility District (District).

**Non-Dispersible:** Any item that requires more than twenty (20) seconds to begin to disperse, or break down, after contact with water. This includes “flushable products” that do not disperse, have structural strength, and do not tear easily, such as paper products, specifically paper towels and facial tissues, sanitary products such as baby wipes and other cleansing products that are indestructible and advertised as flushable but are non-dispersible.

**Non-Residential Wastewater:** Wastewater originating from sources other than residential discharges.

**Obstruction:** Any discharge which, alone or in combination with discharges from other sources, inhibits or disrupts the public sewer, operations, or is otherwise a violation of any South Placer Municipal Utility District Ordinance or Code, or any applicable State discharge requirements.

**Occupant:** A person or business enterprise that has a legal right to reside or occupy a premises at a given time, including but not limited to, a person holding property, especially land, in actual possession, tenant or lessee.

**Permittee:** The holder(s) of a permit issued by the South Placer Municipal Utility District subject to the requirements and conditions established in the South Placer Municipal

Utility District Sewer Code (Code) or as otherwise established by the General Manager, including but not limited to the holder(s) of a Fats, Oils, and Grease Wastewater Disposal Permit (FOG WDP) issued for a Food Service Establishment (FSE).

**Person(s):** Any individual, partnership, co-partnership, firm, company, association, society, corporation, 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 context.

**pH:** The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution.

**Private Sewer:** Any sewer facilities which remain under private ownership by a single property owner.

**Properly Shredded Garbage:** Wastes from the preparation, cooking, and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than 0.5 inches in any dimension.

**Property Line Cleanout (PLCO):** The publicly owned clean out installed on the building sewer near the public right-of-way, within the public utility easement, intended for access of the publicly owned lower lateral.

**Property Owner (Owner):** The record owner of the real property being served or to be served by the South Placer Municipal Utility District's (District's) wastewater system, or their duly authorized agent. The record owner of such real property shall be billed and liable to the District for the payment of all authorized fees, rates, tolls, rentals, or other charges. Also referred to as owner, real property owner, etc.

**Publicly Owned Treatment Works (POTW):** A wastewater treatment plant as defined in Section 212 of the Clean Water Act (33 United States Code 1291). The South Placer Municipal Utility District's (District's) public sewer is a satellite wastewater collection system to the regional Publicly Owned Treatment Works (POTW) located in the City of Roseville.

**Public Sewer:** A sewer in which all owners of abutting property have equal rights and is controlled by public authority.

**Readily Accessible:** Capable of being accessed quickly, and without obstruction, for maintenance, repair, or inspection without requiring the South Placer Municipal Utility District (District) or its agents, to uncover, remove obstacles or repair sewer facilities to use.

**Real Property (Property):** Land and anything permanently attached to it including buildings, roads, other infrastructure, and the rights associated with it.

**Remodeling:** Any physical alteration and/or operational change to a Food Service Establishment (FSE).

**Sanitary Sewer:** A sewer that carries wastewater or sewage and to which storm, surface, and groundwaters are not intentionally admitted.

**Sanitary Sewer Overflow (SSO):** Any overflow, spill, release, discharge, or diversion of untreated or partially treated wastewater from a sanitary sewer system.

**Schedule of Values for Pipeline Construction Costs:** A table adopted by the District annually that represents the new cost of construction for various sewer system assets.

**Secretary of the Board of Directors:** The Administrative Services Manager of the South Placer Municipal Utility District as appointed by the General Manager, or any District employee or agent of the District authorized to act on their behalf.

**Service Charge:** The periodic charge assessed to the property owner by the South Placer Municipal Utility District (District) for the capability of conveying, treating, and disposing of wastewater.

**Sewer Facilities (Sewer System):** Any and all facilities used for collecting, conveying, pumping, treating, and disposing of wastewater.

**Sewer Lateral:** A Building Sewer as defined in the latest edition of the Uniform Plumbing Code (UPC). It is the wastewater connection between the building's wastewater drain facilities and a public sewer.

**Sewer Permit:** Written authorization from the South Placer Municipal Utility District to perform construction or maintenance on a building sewer.

**Single Family Residence (SFR):** Any free-standing structure used for residential occupancy and consisting of one dwelling unit (excluding any free-standing structure which is an Accessory Dwelling Unit (ADU) within the meaning of California Government Code and the South Placer Municipal Utility Sewer Code (Code)).

**State:** The State of California, inclusive of all legislative codes and regulations lawfully adopted.

**Structure:** A building or other constructed facility used for human occupancy, employment, recreation, or other purposes.

**Suspended Solids:** The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquids, and is removable by laboratory



filtering.

**Trunk Sewer Mains and Major Facilities:** Trunk sewer upgrades and expansion facilities that have been identified by the South Placer Municipal Utility District's (District's) System Evaluation and Capacity Assurance Plan (SECAP) as necessary to serve new development within the District's service area boundaries and which in the General Manager's determination are suitable both in terms of size, scope, expense and general benefit to the District so as to be eligible for credits and/or reimbursements under the provisions of the South Placer Municipal Utility District Sewer Code.

**Uniform Plumbing Code (UPC):** The most current edition of the Uniform Plumbing Code (UPC) published by the International Association of Plumbing and Mechanical Officials (IAPMO).

**Upper Sewer Lateral:** That part of the building sewer that runs from two (2) feet outside the outer face of the building wall to the public right-of-way. The upper lateral is privately owned and maintained.

**User:** Any person who contributes, causes, or permits the contribution of wastewater into the public sewer and the Publicly Owned Treatment Works (POTW).

**Wastewater:** The liquid and water carrying industrial or domestic waste from dwellings, commercial buildings, industrial facilities, Food Service Establishments (FSEs), and institutions, whether treated or untreated, that is discharged into or permitted to enter the public sewer and the Publicly Owned Treatment Works (POTW).

**Wastewater Collection System:** The pipe system and appurtenances for collecting and carrying water and water-carried wastes from domestic, non-residential, and industrial sources to a wastewater treatment plant (WWTP).

**Wastewater System:** All facilities for collecting, pumping, treating, and disposing of wastewater.

**Wastewater Treatment Plant (WWTP):** An arrangement of pipes, equipment, devices, tanks, and structures for treating wastewater and industrial wastes.

**Water Course:** A natural or manmade channel in which a flow of water occurs, either continually or intermittently.

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STAFF REPORT**

**To:** Board of Directors

**From:** Herb Niederberger, General Manager

**Cc:** Emilie Costan, Administrative Services Manager  
Eric Nielsen, Superintendent  
Carie Huff, District Engineer

**Subject:** Resolution 24-31 Revising Board Policies #3130 Reserve Policy, #3160 Utility Billing Reconciliation and Payment Policy, #3350 Deferred Capacity Charges, and #4041 Delegation to the General Manager

**Meeting Date:** November 7, 2024

---

---

**Overview**

The South Placer Municipal Utility District (District) adopted a Policy Handbook per Resolution 15-23. Included in this Policy Handbook are the District's Board Policies #3130 Reserve Policy, #3160 Utility Billing Reconciliation and Payment Policy, #3350 Deferred Capacity Charges, and #4041 Delegation to the General Manager. Staff has determined that these policies need revision to remain current.

#3130 Reserve Policy. Previously this policy referred to the District's Capacity Charge as a Participation Charge. The revised policy updates terms to be consistent with the District's Sewer Code.

#3160 Utility Billing Reconciliation and Payment Policy. Previously this policy referred to the District's Capacity Charge as a Participation Charge. The revised policy updates terms to be consistent with the District's Sewer Code.

#3350 Deferred Capacity Charges. Previously this policy referred to the District's Capacity Charge as a Participation Charge. The revised policy updates terms to be consistent with the District's Sewer Code, including a revision of the policy name from Board Policy #3350 Deferred Participation Charges to Deferred Capacity Charges.

#4041 Delegation to the General Manager. The revised policy gives the General Manager the authority to author, prepare, and sign letters of support or in opposition to legislation on behalf of the District, as well as stipulates the reporting of such letters to the Board.

The Policy and Ordinance Advisory Committee met on October 10, 2024, to review the proposed revisions as described above and recommended that the policy revisions be forwarded to the Board of Directors for consideration. Included with this staff report are redlined and final versions of the revised policies for the Board's consideration.

**Recommendation**

Staff recommends that the Board of Directors adopt Resolution 24-31 Revising Board Policies #3130 Reserve Policy, #3160 Utility Billing Reconciliation and Payment Policy, #3350 Deferred Capacity Charges, and #4041 Delegation to the General Manager

**Strategic Plan Priorities**

- Maintain an excellent regulatory compliance record
- Prepare for the future and foreseeable emergencies
- Leverage existing and applicable technologies to improve efficiencies

**Fiscal Impact**

There is no fiscal impact related to the revision of the attached policies.

## Attachments:

1. Resolution 24-31 Revising Board Policies #3130 Reserve Policy, #3160 Utility Billing Reconciliation and Payment Policy, #3350 Deferred Capacity Charges, and #4041 Delegation to the General Manager Policy
2. Policy #3130 Reserve Policy (redlined)
3. Policy #3130 Reserve Policy (final)
4. Policy #3160 Utility Billing Reconciliation and Payment Policy (redlined)
5. Policy #3160 Utility Billing Reconciliation and Payment Policy (final)
6. Policy #3350 Deferred Participation Charges (redlined)
7. Policy #3350 Deferred Capacity Charges (final)
8. Policy #4041 Delegation to the General Manager (redlined)
9. Policy #4041 Delegation to the General Manager (final)

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**RESOLUTION NO. 24-31**

**REVISING BOARD POLICES #3130 RESERVE POLICY, #3160 UTILITY BILLING RECONCILIATION AND PAYMENT POLICY, #3350 DEFERRED CAPACITY CHARGES, AND #4041 DELEGATION TO THE GENERAL MANAGER**

WHEREAS, The South Placer Municipal Utility District (District) created a District Policy Handbook adopted by Resolution 15-23 on September 3, 2015; and

WHEREAS, Section 1 of Board Policy #1010 Adoption or Amendment of Policies, allows for policies to be added, eliminated, or modified from time to time by Resolution of the Board; and

WHEREAS, Staff is proposing revisions to Board Policies #3130 Reserve Policy, #3160 Utility Billing Reconciliation and Payment Policy, #3350 Deferred Capacity Charges, and #4041 Delegation to the General Manager.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the South Placer Municipal Utility District that the attached Board Policies #3130 Reserve Policy, #3160 Utility Billing Reconciliation and Payment Policy, #3350 Deferred Capacity Charges, and #4041 Delegation to the General Manager are adopted in their entirety and are to be included in the aforementioned District Policy Handbook.

PASSED AND ADOPTED at a Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 7<sup>th</sup> day of November, 2024.

Signed: \_\_\_\_\_

James Durfee, President of the Board of Directors

Attest: \_\_\_\_\_

Emilie Costan, Board Secretary

SOUTH PLACER MUNICIPAL UTILITY DISTRICT POLICIES

Policy Name:	3130 – RESERVE POLICY		
Approval Authority:	SPMUD BOARD OF DIRECTORS	Adopted:	09/03/15
Resolution No.	15-23, 20-08, 21-14, 23-17, <u>24-31</u>	Revised:	<del>06/01/23</del> <u>11/07/24</u>

**PURPOSE**

The purpose of this policy is to ensure that the South Placer Municipal Utility District will at all times have sufficient funding available to meet its operating and capital needs, anticipate and prepare for future funding requirements, as well as plan for disasters and other unforeseen events.

**POLICY STATEMENT**

**Section 1. General**

Reserve funds will be accumulated and maintained in a manner that allows the funding of costs and capital investments consistent with the District’s Capital and Financial Plans while avoiding significant rate fluctuations due to changes in cash flow requirements. The District will also maintain an emergency reserve position that may be utilized to fund disasters or unanticipated major failures. The classification of these reserve fund balances shall be in conformance with Government Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*.

**Section 2. Definitions**

Per GASB 54, fund balance will be displayed in the following classifications depicting the relative strength of the spending constraints placed on the purposes for which resources can be used:

- *Non-spendable fund balance*—amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (such as the corpus of an endowment fund).
- *Restricted fund balance*—amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.
- *Committed fund balance*—amounts constrained to specific purposes by a government itself, using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint.
- *Assigned fund balance*—amounts a government intends to use for a specific purpose; intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority.
- *Unassigned fund balance*—amounts that are available for any purpose; these amounts are reported only in the general fund.

**Section 3. General Fund (Fund 100)**

A. Assigned Fund Balance Reserves

- i. Operation and Maintenance Reserve

The purpose of the Operation and Maintenance (O&M) Reserve Fund is to ensure that the district will have sufficient funding available at all times to meet its operating obligations. Operating revenue is flat rate and consistent over the year. Delinquencies are trued up through tax liens which are recoverable twice a year. Operating expenses are generally incurred uniformly over the year, however, work can be planned or deferred during the year to accommodate minor fluctuations in revenue. The source of funding for this reserve shall be from Sewer Service Charges.

The District shall maintain an O&M Reserve Fund equivalent to 3 months O&M expenses to cover ongoing daily operations as rate revenue is recovered on a quarterly basis.

ii. Emergency Reserve

The purpose of the Emergency Reserve Fund is to provide funds for emergency response for potential repair or replacement of capital facilities due to damage from a natural disaster or unanticipated failure. The Emergency Reserve will be used during these events to ensure funds within the capital improvement reserve are not impacted for the ongoing planned repair and replacement of the sewer system. The source of funding for this reserve shall be from Sewer Service Charges.

The District shall maintain an Emergency Reserve equivalent \$1 Million.

**Section 4. Capital Funds**

A. Committed Fund Balance Reserves

i. Capital Improvement Fund Reserve (Fund 300)

The purpose of the Capital Improvement Reserve is to fund on a pay-as-you-go basis future capital facilities that are expansion or growth related. These capital improvements will be identified in a Wastewater Collection Master Plan, a System Evaluation and Capacity Assurance Plan or other such capital improvement plan designated by the District. These funds are accumulated in an orderly manner in conformance with State law and drawn down as required by growth related projections. The source of funding for the Capital Improvement Reserve shall be the Local Sewer ~~Participation~~ ~~Capacity~~ ~~Capacity~~ ~~Fee~~ ~~Charge~~.

B. Assigned Fund Balance Reserve

i. Capital Replacement and Rehabilitation Fund (Fund 400)

The purpose of this fund is to accumulate the probable replacement cost of equipment each year over the life of the asset so it can be replaced readily when it becomes obsolete, or replacement is needed. Annual depreciation is calculated as a function of the depreciation schedule maintained within the District's Financial Management Software. The source of funding for this reserve shall be in the form of an annual operating expense (transfer) to the Capital Replacement (Depreciation Reserve) Fund.

The District has developed Asset Replacement Funding Projections (Nessie Curves) to determine the Capital Replacement and Rehabilitation Fund balance necessary over time. These curves predict that at the current accumulation rate, Fund 400 will not accumulate enough funds to pay for the necessary future replacements. The District shall update funding projections and re-evaluate reserve contributions to Fund 400 no less than every two years.

The District shall maintain a Capital Replacement and Rehabilitation Reserve sufficient to fund the next three years of planned capital taking into account anticipated revenues with an ideal target of five years of planned capital.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT POLICIES

Policy Name:	3130 – RESERVE POLICY		
Approval Authority:	SPMUD BOARD OF DIRECTORS	Adopted:	09/03/15
Resolution No.	15-23, 20-08, 21-14, 23-17, 24-31	Revised:	11/07/24

**PURPOSE**

The purpose of this policy is to ensure that the South Placer Municipal Utility District will at all times have sufficient funding available to meet its operating and capital needs, anticipate and prepare for future funding requirements, as well as plan for disasters and other unforeseen events.

**POLICY STATEMENT**

**Section 1. General**

Reserve funds will be accumulated and maintained in a manner that allows the funding of costs and capital investments consistent with the District’s Capital and Financial Plans while avoiding significant rate fluctuations due to changes in cash flow requirements. The District will also maintain an emergency reserve position that may be utilized to fund disasters or unanticipated major failures. The classification of these reserve fund balances shall be in conformance with Government Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*.

**Section 2. Definitions**

Per GASB 54, fund balance will be displayed in the following classifications depicting the relative strength of the spending constraints placed on the purposes for which resources can be used:

- *Non-spendable fund balance*—amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (such as the corpus of an endowment fund).
- *Restricted fund balance*—amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.
- *Committed fund balance*—amounts constrained to specific purposes by a government itself, using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint.
- *Assigned fund balance*—amounts a government intends to use for a specific purpose; intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority.
- *Unassigned fund balance*—amounts that are available for any purpose; these amounts are reported only in the general fund.

**Section 3. General Fund (Fund 100)**

A. Assigned Fund Balance Reserves

- i. Operation and Maintenance Reserve

The purpose of the Operation and Maintenance (O&M) Reserve Fund is to ensure that the district will have sufficient funding available at all times to meet its operating obligations. Operating revenue is flat rate and consistent over the year. Delinquencies are trued up through tax liens which are recoverable twice a year. Operating expenses are generally incurred uniformly over the year, however, work can be planned or deferred during the year to accommodate minor fluctuations in revenue. The source of funding for this reserve shall be from Sewer Service Charges.

The District shall maintain an O&M Reserve Fund equivalent to 3 months O&M expenses to cover ongoing daily operations as rate revenue is recovered on a quarterly basis.

ii. Emergency Reserve

The purpose of the Emergency Reserve Fund is to provide funds for emergency response for potential repair or replacement of capital facilities due to damage from a natural disaster or unanticipated failure. The Emergency Reserve will be used during these events to ensure funds within the capital improvement reserve are not impacted for the ongoing planned repair and replacement of the sewer system. The source of funding for this reserve shall be from Sewer Service Charges.

The District shall maintain an Emergency Reserve equivalent \$1 Million.

**Section 4. Capital Funds**

A. Committed Fund Balance Reserves

i. Capital Improvement Fund Reserve (Fund 300)

The purpose of the Capital Improvement Reserve is to fund on a pay-as-you-go basis future capital facilities that are expansion or growth related. These capital improvements will be identified in a Wastewater Collection Master Plan, a System Evaluation and Capacity Assurance Plan or other such capital improvement plan designated by the District. These funds are accumulated in an orderly manner in conformance with State law and drawn down as required by growth related projections. The source of funding for the Capital Improvement Reserve shall be the Local Sewer Capacity Charge.

B. Assigned Fund Balance Reserve

i. Capital Replacement and Rehabilitation Fund (Fund 400)

The purpose of this fund is to accumulate the probable replacement cost of equipment each year over the life of the asset so it can be replaced readily when it becomes obsolete, or replacement is needed. Annual depreciation is calculated as a function of the depreciation schedule maintained within the District's Financial Management Software. The source of funding for this reserve shall be in the form of an annual operating expense (transfer) to the Capital Replacement (Depreciation Reserve) Fund.

The District has developed Asset Replacement Funding Projections (Nessie Curves) to determine the Capital Replacement and Rehabilitation Fund balance necessary over time. These curves predict that at the current accumulation rate, Fund 400 will not accumulate enough funds to pay for the necessary future replacements. The District shall update funding projections and re-evaluate reserve contributions to Fund 400 no less than every two years.

The District shall maintain a Capital Replacement and Rehabilitation Reserve sufficient to fund the next three years of planned capital taking into account anticipated revenues with an ideal target of five years of planned capital.



## SOUTH PLACER UTILITY DISTRICT POLICIES

<b>Policy Name:</b>	<b>3160 - UTILITY BILLING RECONCILIATION &amp; PAYMENT POLICY</b>		
<b>Approval Authority:</b>	SPMUD BOARD OF DIRECTORS	<b>Adopted:</b>	09/28/16
<b>Resolution No:</b>	15-03, 16-22, <u>24-31</u>	<b>Revised:</b>	<u>11/07/24</u>

### PURPOSE

This policy establishes a uniform procedure for the treatment of Utility billing errors, reconciliations and payments made to the District.

### POLICY STATEMENT

The District may correct billing errors if not more than three years ~~has~~have elapsed from the bill due date to the date of discovery of the error. If the District has over billed a customer, the District may grant the customer either a refund or a credit to the customer’s account for not more than three years of over billed amounts.

If the District has under-billed a customer, the District may back-bill the customer for not more than three years of under billed amounts. In most situations the District will bill for only one year of billed amounts. The General Manager will determine each instance individually.

If the District has not charged a customer for ParticipationCapacity feesCharges due at the time of connection to the District’s sewer facilities, the District will back-bill the customer for the participationCapacity feesCharges, the determination of the fee rate will be made at the discretion of the General Manager. –The District reserves the right to offer both residential and commercial customers for whom a participationCapacity feeCharge payment has not been made, a deferred payment plan in accordance with Policy No. 3350 – Deferred ParticipationCapacity Charges.

In instances when a payment is made to the District and the payment method (checks, electronic payments, automated fund transfers and other similar payment transactions) is returned unpaid or non-sufficient funds, the District may impose a service charge, equivalent to the amount of bank charges incurred upon the District.

## SOUTH PLACER UTILITY DISTRICT POLICIES

<b>Policy Name:</b>	<b>3160 - UTILITY BILLING RECONCILIATION &amp; PAYMENT POLICY</b>		
<b>Approval Authority:</b>	SPMUD BOARD OF DIRECTORS	<b>Adopted:</b>	09/28/16
<b>Resolution No:</b>	15-03, 16-22, 24-31	<b>Revised:</b>	11/07/24

### **PURPOSE**

This policy establishes a uniform procedure for the treatment of Utility billing errors, reconciliations and payments made to the District.

### **POLICY STATEMENT**

The District may correct billing errors if not more than three years have elapsed from the bill due date to the date of discovery of the error. If the District has over billed a customer, the District may grant the customer either a refund or a credit to the customer's account for not more than three years of over billed amounts.

If the District has under-billed a customer, the District may back-bill the customer for not more than three years of under billed amounts. In most situations the District will bill for only one year of billed amounts. The General Manager will determine each instance individually.

If the District has not charged a customer for Capacity Charges due at the time of connection to the District's sewer facilities, the District will back-bill the customer for the Capacity Charges, the determination of the fee rate will be made at the discretion of the General Manager. The District reserves the right to offer both residential and commercial customers for whom a Capacity Charge payment has not been made, a deferred payment plan in accordance with Policy No. 3350 – Deferred Capacity Charges.

In instances when a payment is made to the District and the payment method (checks, electronic payments, automated fund transfers and other similar payment transactions) is returned unpaid or non-sufficient funds, the District may impose a service charge, equivalent to the amount of bank charges incurred upon the District.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT POLICIES

Policy Name:	3350 – DEFERRED <del>PARTICIPATION</del> <u>CAPACITY</u> CHARGES		
Approval Authority:	SPMUD BOARD OF DIRECTORS	Adopted:	11/05/15
Resolution No.	97-09, 13-08, 15-26, 17-34, <u>24-31</u>	Revised:	11/0 <del>2</del> / <u>177/24</u>

**PURPOSE**

The purpose of this policy is to establish criteria to accommodate the ~~short-term~~short-term deferral of the payment of Sewer ~~ParticipationCapacity~~ Charges required by the District for the privilege of connecting to the District's wastewater system.

**POLICY STATEMENT**

**Section 1: General**

The District requires the payment of Sewer ~~ParticipationCapacity~~ Charges to offset the cost of connecting to the District's wastewater system. In some cases, payment of these charges poses a significant burden on certain residential, commercial or industrial users. To accommodate these users, the District has established a procedure for the ~~short-term~~ deferral of the payment of these charges.

**Section 2: Qualifications**

In order to qualify for the ~~ParticipationCapacity~~ Fee-Charge Deferral Program, a project must meet one of the following criteria:

1. Existing commercial or industrial businesses relocating within the District, expanding facilities or changing use in a way that additional ~~ParticipationCapacity~~ Fees-Charges are due the District, where a hardship can be demonstrated, as determined by the General Manager.
2. New commercial or industrial projects that provide an economic community benefit and where a hardship can be demonstrated, as determined by the General Manager.
3. Single-family residential home where a hardship can be demonstrated, as determined by the General Manager.

**Section 3: Payment Plan**

The applicant for sewer services for any project(s) that qualify may request that the ~~ParticipationCapacity~~ fees-Charges which would be due to the District be paid through a deferred payment plan in accordance with the following conditions:

1. This policy applies to single parcel ownership.
2. The proposed usage shall be known, with no estimates for density or usage.
3. Applicant shall enter into a deferred payment agreement with the District.

4. No deferred payment agreement shall be in excess of five (5) years for commercial and industrial projects and one (1) year for residential projects.
5. Deferred payment agreements are non-transferrable.
6. The District shall charge interest on the amount of ~~Participation~~Capacity Charge fees deferred at the Wall Street Journal (WSJ) Prime Rate plus two percentage (2%) points per annum.
7. Any such deferral payment agreement shall be recorded and shall contain a provision authorizing the District to impose a lien on the property served in the event of default or non-payment of any installment payment when due.
8. Prior to the approval of any deferred payment agreement in excess of five (5) Equivalent Dwelling Units (EDU's), the General Manager shall submit a written report to the Board of Directors, for approval, citing the justification for the deferral, the terms of the repayment plan, and a listing of the current outstanding obligations due the District under these payment deferral plans.

**Section 4: Delegation to the General Manager**

The Board of Directors delegates the following authority to the General Manger:

1. To determine whether an applicant meets the qualifications set forth in Section 2, above.
2. To execute deferred payment agreement for connections of five (5) Equivalent Dwelling Units (EDU's) or less, provided that the application meets the requirement of Sections 2 and 3, above. All other requests for deferred payment agreements must be approved by the Board of Directors.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT POLICIES

Policy Name:	3350 – DEFERRED CAPACITY CHARGES		
Approval Authority:	SPMUD BOARD OF DIRECTORS	Adopted:	11/05/15
Resolution No.	97-09, 13-08, 15-26, 17-34, 24-31	Revised:	11/07/24

**PURPOSE**

The purpose of this policy is to establish criteria to accommodate the short-term deferral of the payment of Sewer Capacity Charges required by the District for the privilege of connecting to the District's wastewater system.

**POLICY STATEMENT**

**Section 1: General**

The District requires the payment of Sewer Capacity Charges to offset the cost of connecting to the District's wastewater system. In some cases, payment of these charges poses a significant burden on certain residential, commercial or industrial users. To accommodate these users, the District has established a procedure for the short-term deferral of the payment of these charges.

**Section 2: Qualifications**

In order to qualify for the Capacity Charge Deferral Program, a project must meet one of the following criteria:

1. Existing commercial or industrial businesses relocating within the District, expanding facilities or changing use in a way that additional Capacity Charges are due the District, where a hardship can be demonstrated, as determined by the General Manager.
2. New commercial or industrial projects that provide an economic community benefit and where a hardship can be demonstrated, as determined by the General Manager.
3. Single-family residential home where a hardship can be demonstrated, as determined by the General Manager.

**Section 3: Payment Plan**

The applicant for sewer services for any project(s) that qualify may request that the Capacity Charges which would be due to the District be paid through a deferred payment plan in accordance with the following conditions:

1. This policy applies to single parcel ownership.
2. The proposed usage shall be known, with no estimates for density or usage.
3. Applicant shall enter into a deferred payment agreement with the District.

4. No deferred payment agreement shall be in excess of five (5) years for commercial and industrial projects and one (1) year for residential projects.
5. Deferred payment agreements are non-transferrable.
6. The District shall charge interest on the amount of Capacity Charges deferred at the Wall Street Journal (WSJ) Prime Rate plus two percentage (2%) points per annum.
7. Any such deferral payment agreement shall be recorded and shall contain a provision authorizing the District to impose a lien on the property served in the event of default or non-payment of any installment payment when due.
8. Prior to the approval of any deferred payment agreement in excess of five (5) Equivalent Dwelling Units (EDU's), the General Manager shall submit a written report to the Board of Directors, for approval, citing the justification for the deferral, the terms of the repayment plan, and a listing of the current outstanding obligations due the District under these payment deferral plans.

**Section 4: Delegation to the General Manager**

The Board of Directors delegates the following authority to the General Manger:

1. To determine whether an applicant meets the qualifications set forth in Section 2, above.
2. To execute deferred payment agreement for connections of five (5) Equivalent Dwelling Units (EDU's) or less, provided that the application meets the requirement of Sections 2 and 3, above. All other requests for deferred payment agreements must be approved by the Board of Directors.

## SOUTH PLACER MUNICIPAL UTILITY DISTRICT POLICIES

<b>Policy Name:</b>	4041 - DELEGATION TO THE GENERAL MANAGER		
<b>Approval Authority:</b>	SPMUD BOARD OF DIRECTORS	<b>Adopted:</b>	09/03/15
<b>Resolution No:</b>	15-23, 17-21, 21-10, 22-45, <u>24-31</u>	<b>Revised:</b>	<del>12/01/22</del> <u>11/07/24</u>

### PURPOSE

This policy sets forth instructions to the SPMUD General Manager to achieve the results of the organization, and the delegations of authority.

### POLICY STATEMENT

The Board will instruct the General Manager through written policies that define the results that the organization is to achieve, and which describe the delegation of authority to the General Manager.

Specifically:

- a) The Board shall identify and define those results or conditions of SPMUD that are acceptable and not acceptable to the Board and communicate them in the form of policy.
- b) The Board shall develop policies that define the delegation to the General Manager with regard to the General Manager’s authority.
- c) The General Manager is authorized to:
  1. Establish all further non-Board policies, make all decisions, take all actions, establish all practices, and develop all activities related to the operations or business affairs of the District;
  2. Negotiate and enter into Temporary Sewer Connection and Use Agreements.
  3. Cast ballots to elect representatives to the Placer County Local Area Formation Commission (LAFCO) per Resolution 21-10, and directors to the California Special District Association (CSDA) per Resolution 17-21. This authorization does not extend to Special District Risk Management Authority (SDRMA) representatives as this requires a specific formal resolution of the Board of Directors.
  - 3.4. Author, prepare and sign position letters of support or opposition on behalf of the District to any legislative effort, Ssenate or Aassembly bill, when said position is consistent with the recommendation of the California Special Districts Association or prior positions promulgated by the Board of Directors. The General Manager will inform the Board of any positions taken at the next regular Board meeting or via email/other communication as appropriate.
- d) The General Manager shall use prudent judgment in the exercise of the delegations and in a manner that is operationally and economically sound, serves the best interests of SPMUD’s customers and the community, comports with prudent business practices, balances the risks and benefits of the actions, and does not expose SPMUD to unreasonable risk. If the General Manager reasonably determines that an activity related to the delegations presents, regardless of the size of the financial commitment: (i) a unique and significant operational risk to SPMUD; (ii) a significant impact to customers; (iii) a significant impact to community relations; (iv) a significant impact to SPMUD’s reputation; or (v) materially

compromises the policies and goals established by the Board, the General Manager shall inform the Board and may request the Board to take appropriate actions.

e) The Board may change its delegation to the General Manager at any time, subject to the conditions of the Board's contract with the General Manager, thereby expanding or limiting the authority of the General Manager. But as long as any particular delegation is in place, the Board will abide by the General Manager's decisions in those areas that are delegated to him or her.



## SOUTH PLACER MUNICIPAL UTILITY DISTRICT POLICIES

<b>Policy Name:</b>	<b>4041 - DELEGATION TO THE GENERAL MANAGER</b>		
<b>Approval Authority:</b>	SPMUD BOARD OF DIRECTORS	<b>Adopted:</b>	09/03/15
<b>Resolution No:</b>	15-23, 17-21, 21-10, 22-45, 24-31	<b>Revised:</b>	11/07/24

### PURPOSE

This policy sets forth instructions to the SPMUD General Manager to achieve the results of the organization, and the delegations of authority.

### POLICY STATEMENT

The Board will instruct the General Manager through written policies that define the results that the organization is to achieve, and which describe the delegation of authority to the General Manager.

Specifically:

- a) The Board shall identify and define those results or conditions of SPMUD that are acceptable and not acceptable to the Board and communicate them in the form of policy.
- b) The Board shall develop policies that define the delegation to the General Manager with regard to the General Manager’s authority.
- c) The General Manager is authorized to:
  1. Establish all further non-Board policies, make all decisions, take all actions, establish all practices, and develop all activities related to the operations or business affairs of the District;
  2. Negotiate and enter into Temporary Sewer Connection and Use Agreements.
  3. Cast ballots to elect representatives to the Placer County Local Area Formation Commission (LAFCO) per Resolution 21-10, and directors to the California Special District Association (CSDA) per Resolution 17-21. This authorization does not extend to Special District Risk Management Authority (SDRMA) representatives as this requires a specific formal resolution of the Board of Directors.
  4. Author, prepare and sign position letters of support or opposition on behalf of the District to any legislative effort, Senate or Assembly bill, when said position is consistent with the recommendation of the California Special Districts Association or prior positions promulgated by the Board of Directors. The General Manager will inform the Board of any positions taken at the next regular Board meeting or via email/other communication as appropriate.
- d) The General Manager shall use prudent judgment in the exercise of the delegations and in a manner that is operationally and economically sound, serves the best interests of SPMUD’s customers and the community, comports with prudent business practices, balances the risks and benefits of the actions, and does not expose SPMUD to unreasonable risk. If the General Manager reasonably determines that an activity related to the delegations presents, regardless of the size of the financial commitment: (i) a unique and significant operational risk to SPMUD; (ii) a significant impact to customers; (iii) a significant impact to community relations; (iv) a significant impact to SPMUD’s reputation; or (v) materially

compromises the policies and goals established by the Board, the General Manager shall inform the Board and may request the Board to take appropriate actions.

e) The Board may change its delegation to the General Manager at any time, subject to the conditions of the Board's contract with the General Manager, thereby expanding or limiting the authority of the General Manager. But as long as any particular delegation is in place, the Board will abide by the General Manager's decisions in those areas that are delegated to him or her.

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STAFF REPORT**

**To:** Board of Directors

**From:** Eric Nielsen, Superintendent

**Cc:** Herb Niederberger, General Manager

**Subject:** Resolution 24-32 Awarding the Construction Contract for the Supervisory Control and Data Acquisition (SCADA) System Improvements Project to Telstar Instruments

**Meeting Date:** November 7, 2024

**Overview**

The South Placer Municipal Utility District has been planning improvements for the current Supervisory Control and Data Acquisition (SCADA) system for the last several years and anticipates construction of these improvements to begin soon. Updating the District’s SCADA system is one of the defined Work Plans in the District’s current Strategic Plan. The milestones of the SCADA system update are as outlined in the table below:

Milestone	Date
SCADA Master Plan Efforts Commenced	February 2019
SCADA Master Plan Completed	June 2022
Design Services Commenced	August 2022
Construction Commences	November 2024
Construction is Completed	November 2025 (anticipated)

The District issued an invitation to bid on August 14, 2024. A mandatory pre-bid meeting was held on August 28, 2024. Seven representatives from six potential general contractors and subcontractors were in attendance. Sealed bids were opened publicly on October 1, 2024. One bid was received. The table below shows a summary of the base bid amounts from the bid opening.

Contractor	Base Bid Amount	Variance from Estimate
Engineer’s Estimate	2,500,000.00	-
Telstar Instruments	2,738,000.00	9.5%

A Notice of Intent to Award was sent to Telstar Instruments of Sacramento, California on October 30, 2024, to communicate that Telstar was the apparent low bidder. The base bid amount from Telstar Instruments was \$2,738,000. This is \$238,000 more than the engineer’s estimate, which

is within the expected variance given the volatile cost of goods and services in the current economic climate.

Even though only one contractor bid on the project, staff recommends awarding the contract. Telstar Instruments submitted a professional bid package that met the requirements of the invitation for bids. In addition, Telstar Instruments also received positive reviews from references and has demonstrated their experience and financial capacity to perform the type of work requested based on the information provided in the bid package.

In preparation for the potential for change orders during construction, staff recommends that the Board authorize the General Manager to execute change orders that meet defined criteria. This will expedite the process of responding to small adjustments that may arise during the course of construction while ensuring that more significant changes will require review and approval by the Board. A summary of change orders will be presented to the Board during the project through monthly reports to the Board by the Superintendent. Any change orders that do not meet these criteria will not be approved without prior approval by the Board of Directors.

### **Recommendation**

Staff recommends that the Board of Directors:

1. Find that, pursuant to Section 15300.4 of the California Environmental Quality Act (CEQA) Guidelines, the SCADA System Improvements Project is categorically exempt; and
2. Adopt Resolution 24-32 authorizing the General Manager to:
  - a. Award the attached construction contract to Telstar Instruments to construct and integrate the SCADA System Improvements in the amount of \$2,738,000.
  - b. Execute any change order for an amount up to and including \$50,000, consistent with the existing District Purchasing Policy (3150), and
  - c. Execute change orders up to a cumulative amount not to exceed 10% of the awarded construction contract amount (i.e., \$273,800).

### **Strategic Plan Goal**

This action is consistent with SPMUD Strategic Plan Priorities:

- Maintain an excellent regulatory compliance record
- Reduce Sanitary Sewer Overflows (SSOs)
- Leverage existing and applicable technologies to improve efficiencies
- Update SCADA
- Provide exceptional value for the cost of sewer service

### **Related District Ordinances and Policies**

This action complies with the following District Policies

- Policy No. 3150 – Purchasing Policy

### **Fiscal Impact**

The bid amount by the low-responsive, responsible bidder was higher than the engineer's estimate for the project. An adjustment to the project budget will be requested and reflected in the next fiscal year's budget. The costs for this construction project will be paid out of Fund 400 (replacement of existing facilities).

Attachments:

1. Resolution 24-32 – Notice of Award for the Supervisory Control and Data Acquisition (SCADA) System Improvements Project to Telstar Instruments
2. Agreement between Owner and Contractor

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**RESOLUTION NO. 24-32**

**NOTICE OF AWARD FOR THE SUPERVISORY CONTROL AND DATA  
ACQUISITION (SCADA) SYSTEM IMPROVEMENTS PROJECT TO  
TELSTAR INSTRUMENTS**

WHEREAS, the South Placer Municipal Utility District (District) competitively bid the work to construct and integrate Supervisory Control and Data Acquisition (SCADA) improvements as required in the Public Contract Code; and

WHEREAS, the District reviewed the bid received by Telstar Instruments and found it to be the lowest responsive, responsible bidder; and

WHEREAS, discoveries during construction may necessitate a need for a change to the contract; and

WHEREAS, the District Purchasing Policy (Policy 3150) allows for the General Manager to approve commitments up to and including \$50,000.

NOW, THEREFORE BE IT RESOLVED, that the South Placer Municipal Utility District Board of Directors:

- a. Find that, pursuant to Section 15300.4 of the California Environmental Quality Act (CEQA) Guidelines, the SCADA System Improvements Project is categorically exempt; and
- b. Adopt Resolution 24-32 authorizing the General Manager to
  - a. Award the attached construction contract to Telstar Instruments to construct and integrate the SCADA System Improvements in the amount of \$2,738,000.
  - b. Execute any change order for an amount up to and including \$50,000, consistent with the existing District Purchasing Policy (3150), and

- c. Execute change orders up to a cumulative amount not to exceed 10% of the awarded construction contract amount (i.e., \$273,800). Change orders in excess of \$50,000 or which collectively total more than 10% of the contract amount are not authorized without prior approval of the Board of Directors.

PASSED AND ADOPTED at a Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 7<sup>th</sup> day of November 2024.

Signed: \_\_\_\_\_

James Durfee, President of the Board of Directors

Attest: \_\_\_\_\_

Emilie Costan Board Secretary

## DOCUMENT 00520

### AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is by and between South Placer Municipal Utility District (“Owner”) and \_\_\_\_\_ (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions.

Owner and Contractor hereby agree as follows:

#### ARTICLE 1 — WORK

1.01 Contractor shall complete Work as specified or indicated in the Contract Documents.

#### ARTICLE 2 — THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

- A. Construction of a new 60’ tower at the Corp Yard for the new master radio antenna.
- B. Installation of remote antennas and radios as noted in the drawings.
- C. Retrofit of lift station and flow monitoring control panels as noted in the drawings.
- D. Demolition and replacement of control panels.
- E. Installation of new control panels.

#### ARTICLE 3 — ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Carollo Engineers, Inc.
- 3.02 The Owner has retained Carollo Engineers, Inc. (“Engineer”) to act as Owner’s representative, assume duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the contract.

#### ARTICLE 4 — CONTRACT TIMES

- 4.01 Time is of the essence:
  - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract times: Days:
  - A. The Work will be substantially complete within 335 days after the date when the Contract Times commence to run as provided in the General Conditions, and completed and ready for final payment in accordance with the General Conditions within 365 days after the date when the Contract Times commence to run.
- 4.03 Liquidated damages:
  - A. Contractor and Owner recognize that time is of the essence as stated above and that Owner will suffer financial and other losses if the Work is not completed and



Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$7,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$2,500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
4. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 Special damages:

- A. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.
- B. Contractor shall reimburse Owner for:
  1. Any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and
  2. The actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- C. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

**ARTICLE 5 — CONTRACT PRICE**

5.01 Owner will pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, a lump sum of:

	\$	
(in words)		(figure)

## **ARTICLE 6 — PAYMENT PROCEDURES**

### 6.01 Submittal and processing of Payments:

- A. Contractor shall submit Applications for Payment in accordance with the General Conditions.

### 6.02 Progress Payments; Retainage:

- A. Pursuant to Section 20104.50 of California Public Contract Code, Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment within 30 days after receipt during performance of the Work as provided in paragraphs below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:
  - 1. Pursuant to Section 22300 of California Public Contract Code, Contractor has the option to deposit securities with an Escrow Agent as a substitute for retention of earnings required to be withheld by Owner. For Escrow Agreement see Document 00602 Agreement §2230.
  - 2. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to delay damages, in accordance with the Contract:
    - a. 95 percent of Work completed (with the balance being retainage), pursuant to California Public Contract Code §7201. Release of all retention withheld shall occur within thirty-five (35) to sixty (60) days after the Notice of Completion has been recorded in compliance with the Code of Civil Procedure of the State of California.

### 6.03 Final payment:

- A. Upon final completion and acceptance of the Work, Owner will pay the remainder of the Contract Price in accordance with the General Conditions.

### 6.04 Consent of surety:

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

### 6.05 Interest:

- A. All amounts not paid when due will bear interest at the rate of 3 percent per annum.

## **ARTICLE 7 — CONTRACT DOCUMENTS**

### 7.01 Contents:

- A. The Contract Documents consist of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Document 00610 - Performance Bond (together with power of attorney).
    - b. Document 00615 - Payment Bond (together with power of attorney).
    - c. Public Works Bond.

3. Document 00700 - General Conditions.
  4. Document 00800 - Supplementary Conditions.
  5. Specifications as listed in the table of contents of the project manual.
  6. Drawings listed on the sheet index.
  7. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  8. Exhibits to this Agreement (enumerated as follows):
    - a. Document 00434 - Proposed Subcontractors Form.
    - b. Document 00436 - List of Equipment Manufacturers.
    - c. Document 00602 - Escrow Agreement for Security Deposits in Lieu of Retention.
    - d. Document 00823 - Escrow Bid Documents.
    - e. Exhibit A. Successful Bidder's Bid Form.
  9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Document 00550 - Notice to Proceed.
    - b. Document 00942 - Field Orders.
    - c. Document 00940 - Work Change Directives.
    - d. Document 00941 - Change Orders.
    - e. Document 00612 - Warranty Bond.
  10. The Contract Documents listed above are attached to this Agreement (except as expressly noted otherwise above).
- B. There are no Contract Documents other than those listed above.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8 — REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's representations:**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the General Conditions.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the General Conditions.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the General Conditions or by

definition, with respect to the effect of such information, observations, and Technical Data on:

- a. the cost, progress, and performance of the Work;
  - b. the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
  - c. Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  9. Contractor has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performance and furnishing of the Work.
  11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's certifications:

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this paragraph:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between 2 or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:

*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

END OF DOCUMENT

## EXHIBIT A - Successful Bidder's Bid Form

This document is a MODIFIED version of EJCDC® C-410, Copyright© 2018 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. All rights reserved. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

**DOCUMENT 00410**

**BID FORM**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, Document 00700 - General Conditions, and Document 00800 - Supplementary Conditions.

**ARTICLE 1 — OWNER AND BIDDER**

- 1.01 This Bid is submitted to: South Placer Municipal Utility District, 5807 Springview Drive, Rocklin, CA 95677.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 — ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security in the form of cash, a certified or cashier's check, or a Bid Bond as specified in Document 00430 - Bid Bond (Penal Sum).
  - B. Document 00434 - Proposed Subcontractors Form.
  - C. Document 00436 - List of Equipment Manufacturers.
  - D. Document 00451A - Qualification Statement.

**ARTICLE 3 — BASIS OF BID—LUMP SUM BID AND UNIT PRICES**

- 3.01 Lump Sum Bids.
  - A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices:

Bid Item Number	Description	Price in Figures (\$)
1	Mobilization and Demobilization	\$ 100,000
2	Instrumentation and Control System Improvements	\$ 2,528,000
3	Design and Install Master Radio Tower	\$ 110,000
4	All Remaining Work Not Included in Bid Items 1 through 3	\$ 0
<b>Total Lump Sum Bid Price</b>		<b>\$ 2,738,000</b>

**ARTICLE 4 — TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the Document 00700 - General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.



**ARTICLE 5 — BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 Bid acceptance period.

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders.

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda.

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
Addenda #1	September 12, 2024
Addenda #2	September 13, 2024
Addenda #3	September 24, 2024

**ARTICLE 6 — BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

6.01 Bidder’s Representations.

- A. In submitting this Bid, Bidder represents the following:
  1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. In accordance with California Public Contract Code Section 2200 et seq., (“Iran Contracting Act of 2010”), Bidder certifies that Bidder is not identified on the list created by the California Department of General Services (DGS) in accordance with California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran.
  5. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Document 00800 - Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  6. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Document 00800 - Supplementary Conditions, with respect to Technical Data in such reports and drawings.

7. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Document 00800 - Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
8. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
9. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
10. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
11. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
12. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 Bidder's Certifications.

- A. The Bidder certifies the following:
  1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
  4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract as defined below:
    - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
    - c. Collusive practice means a scheme or arrangement between 2 or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
5. In accordance with California Public Contract Code, Section 7103.5(b), Contractor or Subcontractor shall offer and agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code).
6. Successful bidder shall pay not less than the prevailing rate of per diem wages in accordance with California Labor Code, Section 1770 et seq. as determined by the California Department of Industrial Relations.
7. In accordance with California Labor Code, Section 1861, the Bidder states the following as its certification:
  - a. "I am aware of the provisions of California Labor Code, Section 3700, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work."

BIDDER hereby submits this Bid as set forth above:

Bidder:


Telstar Instruments

(typed or printed name of organization)

Bidder's Contractor License No.: 422364

California DIR Registration No.: 1000000899

By:

  
(individual's signature)

Name:

Kyle A. Johnsen

(typed or printed)

Title:

Vice President

(typed or printed)

Date:

October 1, 2024

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

  
(individual's signature)

Name:

Kyle A. Johnsen

(typed or printed)

Title:

Vice President

(typed or printed)

Date:

October 1, 2024

(typed or printed)

Address for giving notices:

4017 Vista Park Court

Sacramento, CA 95834

Bidder's Contact:

Name: Mickie Gardiner  
*(typed or printed)*

Title: Bid Coordinator  
*(typed or printed)*

Phone: (916) 646-1999

Email: Contracts@telstarinc.com

Address: 4017 Vista Park Court  
Sacramento, CA 95834

A Limited Liability Corporation

Limited Liability Corporation Name: N/A

By: \_\_\_\_\_

*(Signature of managing member -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

END OF DOCUMENT

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STAFF REPORT**

**To:** Board of Directors

**From:** Herb Niederberger, General Manager

**Cc:** Emilie Costan, Administrative Services Manager  
Eric Nielsen, Superintendent  
Carie Huff, District Engineer

**Subject:** Resolution 24-33, Setting an Appeals Fee

**Meeting Date:** November 7, 2024

**Overview**

On September 5, 2024, the Board of Directors discussed the possibility of setting a fee for filing appeals of the District General Manager decisions regarding the interpretation or implementation of the Sewer Code to the Board of Directors, in accordance with Chapter 1.15.010 of the Code.

Chapter 1.15.020 of the District Sewer Code dictates that the Board of Directors shall by resolution adopt a fee for the filing of appeals.

During the Board deliberation on whether a fee is necessary and what an appropriate fee might be, staff was directed to return to the Board with a survey of local agencies regarding appeals and fees. Below is Table 1: Survey of Local Agencies regarding Appeals Process and Fees

**Table 1 - Survey of Local Agencies regarding Appeals Process and Fees**

Agency	Appeal process/	Fee amount	Notes
South Placer MUD	Yes	None	Recommends \$50-\$200
Sacramento County Water Agency	Yes	None	Under Review
Fair Oaks Water District	No	None	
Citrus Heights Water District	No	None	
Placer County Water Agency	Yes	None	Appeals of Water bills
Sacramento suburban Water District	Yes	None	Appeals of Water bills
City of Rocklin	Yes	\$1,500	Appeals Fee - City Manager
City of Auburn	Yes	\$159	Appeal of Directors Decision
City of Lincoln	Yes	\$3,000	Appeal to Planning commission or City Council
City of Folsom	Yes	\$233/\$468	Admin (Staff Decision) Appeal
City of West Sacramento	Yes	\$100	Appeal of Staff Decision
City of Citrus Heights	Yes	?	Appeal of Director or Department staff decision

As shown in Table 1, there is no clear consensus. Some utilities had processes but no adopted fee, while some utilities had neither a documented process nor a fee. Those jurisdictions with land use authority had both processes and fees. This leaves the Board with a high degree of latitude while addressing this issue.

The Board will be hearing changes to the District Sewer Code over the next few meetings. One of the changes proposed is to edit the wording in Chapter 1.15.020 to reflect that the Board “may” (delete “shall”) by resolution adopt a fee for the filing of appeals. This leaves open the option to determine a fee at a later date.

Staff recommends that the fee be set from \$50 to \$200, subject to the Board’s deliberation.

**Recommendation**

Staff recommends that the Board of Directors adopt Resolution 24-33, Establishing an Appeals Fee in accordance with Chapter 1.15.020 of the Sewer Code.

**Strategic Plan Priorities**

- Provide exceptional value for the cost of sewer service
- Maintain low service charges while meeting established service levels

**Related District Ordinances and Policies**

Sewer Code

**Fiscal Impact**

Any fees collected for an appeal to the Board of Directors will be recognized in Fund 100 – General Fund.

Attachments:

1. Resolution 24-33, Establishing an Appeals Fee in accordance with Chapter 1.15.020 of the Sewer Code

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**RESOLUTION NO. 24-33**

**ESTABLISHING AN APPEALS FEE IN ACCORDANCE WITH CHAPTER  
1.15.020 OF THE DISTRICT SEWER CODE**

WHEREAS, on May 3, 2018, the South Placer Municipal Utility District Board of Directors adopted Ordinance 18-01 consolidating Ordinances 09-01, 09-02, 15- 01, 15- 02, 15- 03, 17- 01, and 17- 04 into a District Sewer Code; and

WHEREAS, Chapter 1.15.010 of the District Sewer Code allows an applicant for any permit authorized or required by any title of the Sewer Code, to appeal to the Board of Directors any determination made by the General Manager regarding the interpretation or implementation of the Sewer Code; and

WHEREAS, Chapter 1.15.020 of the District Sewer Code states that the Board of Directors shall adopt by resolution a fee for the filing of appeals. This fee shall be for the sole purpose of defraying costs incurred for the administration of appeals. The fee for an appeal shall be paid at the time of and with the filing of an appeal. No appeal shall be deemed valid unless the prescribed fee has been paid.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the South Placer Municipal Utility District does hereby adopt a fee of \$\_\_\_\_\_ for the filing of appeals to the District Board of Directors of decisions made by the General Manager.

PASSED AND ADOPTED by the Board of Directors of South Placer Municipal Utility District on this 7<sup>th</sup> day of November 2024.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

---

James Durfee, President of the Board of Directors

ATTEST:

---

Emilie Costan, Board Secretary



**GENERAL MANAGER REPORT**

To: Board of Directors  
From: Herb Niederberger, GM  
Date: November 7, 2024  
Subject: General Manager Monthly Staff Report – October 2024

---

**1) DEPARTMENT REPORTS**

Attached are the monthly status reports for the Board's information:

- A. Administrative Services Department,
- B. Field Services Department, and
- C. Technical Services Department.

The Department Managers are prepared to answer any questions from the Board.

**2) INFORMATION ITEMS**

- A. On October 3, 2024, the General Manager and Administrative Services Manager, Emilie Costan, met with representatives from Sierra College to negotiate the final terms of the Payment Agreement with the College. The College will route the agreement through its legal and contract personnel.
- B. On October 9, 2024, the General Manager, District Engineer, Carie Huff, Administrative Services Manager, Emilie Costan, and District Superintendent, Eric Nielsen, met with Carol Ieromnimon of RSG Solutions regarding the LAFCO Municipal Services Review for the District.
- C. On October 17, 2024, the General Manager and District General Counsel, participated in a Settlement Conference via Zoom Meeting regarding Taylor vs. SPMUD and County of Placer. No settlement was reached.
- D. Also on October 17, 2024, the General Manager met with the District General Counsel via Zoom Meeting to discuss the following: 1) Taylor vs. SPMUD; 2) the Sierra College Payment Agreement; and 3) the Out-of-Area Service Agreement for Sierra College Partners.
- E. In addition, on October 17, 2024, the General Manager met with the District Engineer, Carie Huff, Administrative Services Manager, Emilie Costan, and District Superintendent, Eric Nielsen to conduct a strategic planning session regarding efficiencies and District organizational improvement.
- F. The General Manager was out of the office from October 21 through 28, 2024.

G. Advisory Committee Meetings:

- i. On October 10, 2024, the Policy and Ordinance Advisory Committee met to discuss changes to the Sewer Code along with changes to Policies 4041 - Delegation to the General Manager, 3130 - Reserve Policy, 3160 - Billing Reconciliation, and 3350 - Deferred Capacity Charges. The Advisory Committee recommended that the Sewer Code and Policies be brought to the Full Board of Directors for discussion and adoption.

3) **PURCHASE ORDERS/CONTRACTS INITIATED UNDER GENERAL MANAGER AUTHORITY**

<b>PO Req#</b>	<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
437	09/26/2024	Tree Pro Services	Tree Removal & Trimming Antelope Creek Easement	\$5,729
438	10/02/2024	LaFleur Engineering	Farron St Manhole Installation	\$10,300
440	10/15/2024	Bender Rosenthal	Right-of-Way Services	\$49,400
442	10/18/2024	Liebert Cassidy Whitmore	Labor Negotiations beginning FY26	\$40,000
445	10/29/2024	NDA	SQL Service Upgrade	\$10,130
446	10/30/2024	H&R Plumbing & Drain Cleaning	Manhole Rehab	\$12,900

4) **LONG RANGE AGENDA**

**December 2024**

- Final Audit and Consolidated Annual Financial Report
- 2<sup>nd</sup> Reading: Updates to the District Sewer Code
- Professional Services Agreement for Fleet Master Plan
- Approve Short-list of Consultants for Public Relations & Marketing
- GM Employee Evaluation and 401a) award
- Ceremonial Resolutions

**January 2025**

- Sierra College Payment Agreement
- Swearing in of new Directors
- Selection of Officers
- Presidential Appointments to Advisory Committees
- Sierra College Partners Out-of-Area Service Agreement
- Approve GM 2025 Goals

**February 2025**

- Quarterly Investment Report
- Mid-Year Budget Adjustments

ITEM VII. ASD REPORT

To: Board of Directors

From: Emilie Costan, Administrative Services Manager

cc: Herb Niederberger, General Manager

Subject: Administrative Services Department Monthly Report

Board Date: November 7, 2024

---

**Audit and Annual Financial Reporting**

The Administrative Services Manager has been continuing to work on the Management Discussion & Analysis to be included in the Fiscal Year 2023/24 Audit. The final Audit document is scheduled for presentation and acceptance by the Board on December 5, 2024. In addition, in preparation for the Annual November Fee & Finance Advisory Committee meeting, the Administrative Services Manager has been working on the budget to actuals and other financial reports.

**Commercial Audit Updates**

The Administrative Services staff and Technical Services staff meet to review the process for updating, tracking, and notifying customers of billing updates due to commercial tenant changes. Some process improvements were identified such as more standardized and detailed account notes and revisions to the language in the customer notification letter.

**Policy & Ordinance Committee Meeting**

The Administrative Services Manager and Management Analyst attended the Policy & Ordinance Advisory Committee to review the proposed changes to the District Sewer Codes and Board Policies that will be presented to the Board at the upcoming meeting.

**Utility Online Billing & Payment Providers**

The Administrative Services staff have been reviewing online utility billing software options that could potentially replace the current software Municipal Online Payments. The alternative software products provide access to additional notification and customer service features and have the potential to provide an improved user experience.

**Labor Negotiations**

The Administrative Services Manager and General Manager will meet with the District Labor Negotiator on October 30, 2024, to begin discussing the timeline and next steps for the upcoming labor negotiations.

**Public Relations and Marketing Request for Qualifications**

The Administrative Services staff have been working to prepare a Request for Qualifications for firms with expertise in public relations and marketing to assist the District with Strategic Communications.

**District Events**

The Administrative Services Manager has been working with Field Services staff to improve the inventory and order process and replace aging District outreach items. The Administrative Services team also participated in the District Chili Cookoff event.

**October Monthly Investment Transactions per GC §53607**

**DEPOSITS, TRANSFERS, OR WITHDRAWALS**

CalTRUST:	None
CA CLASS:	None
LAIF:	None
Placer County:	None
Wells Fargo:	None
Five Star MM:	\$1.5 million from Cash to MM

ITEM VII. FSD REPORT

**To:** Board of Directors  
**From:** Eric Nielsen, Superintendent  
**Cc:** Herb Niederberger, General Manager  
**Subject:** Field Services Department Monthly Report  
**Meeting Date:** November 7, 2024

---

**Department Overview**

This section provides the Board with an update on the news and major tasks from the Field Services Department (FSD).

**1. Supervisory Control and Data Acquisition (SCADA) Replacement**

- a. The project bid documents were advertised on August 14, 2024, inviting qualified contractors to bid on the work. The mandatory pre-bid meeting was held on August 28, 2024. The public bid opening occurred on October 1, 2024. A contract with the lowest responsible, responsive bidder will be presented at the November board meeting for consideration and approval.

**2. Emergency Sewer Replacement**

- a. Activities related to the emergency replacement of approximately 200-ft of 18” diameter sewer trunk began on October 28, 2024.
- b. Sewer bypass around the construction area and excavation activities started on October 30, 2024.
- c. The replacement of the sewer trunk is scheduled to be completed by November 11, 2024.

**3. Workplace Violence Prevention Plan and Related Policies**

- a. Implementation of two software systems (an emergency communication system and an anonymous reporting system) began on October 8, 2024.
- b. A presentation of both software systems will be presented at the November board meeting as an informational item.

**4. Patch Pavement Restoration**

- a. B&M Builders, Inc. began pavement restoration activities on September 23, 2024. The District had placed temporary pavement after making repairs in 41 areas throughout the District. This project removes the temporary pavement and repairs it to City, Town, or County standards (as applicable).
- b. Pavement restoration is expected to conclude by November 15, 2024.

**5. Zero-Emission Fleet Transition**

- a. The District issued a Request for Proposals (RFP) for a Zero-Emission Vehicle (ZEV) Fleet Transition Master Plan on October 25, 2024. The intent of this Master Plan is to explore options for vehicle replacement schedules, investigate ZEV technologies, evaluate charging alternatives, identify available grant funding, and outline possible exemptions.
- b. The budget includes funds for these professional services. A contract is scheduled to be presented at the December board meeting for consideration and approval.

**Reporting**

This section provides the Board an overview of the Field Services Department operations and maintenance activities through 9/30/2024. The work listed is not all-inclusive.

**1. Lost Time Accidents/Injuries (OSHA 300)**

- a. Zero (0)
  - i. 2953 days (8.1 years) without a Lost Time Accident/Injury
- b. Workers Compensation Claims over the last twelve (12) months
  - i. One (1)

**2. Safety/Training/Professional Development**

- a. Field Services employees participated in training for the following:
  - i. Bloodborne Pathogens / PPE
  - ii. Foot Protection / Hammer Safety
  - iii. Power Tool Safety

**3. Customer Service Calls**

- a. Response Time Goals over the Last 12 Months

	Goal	Average	Success Rate
During Business Hours	< 30 minutes	22 min	95%
During Non-Business Hours	< 60 minutes	42 min	

**Service Calls - September**

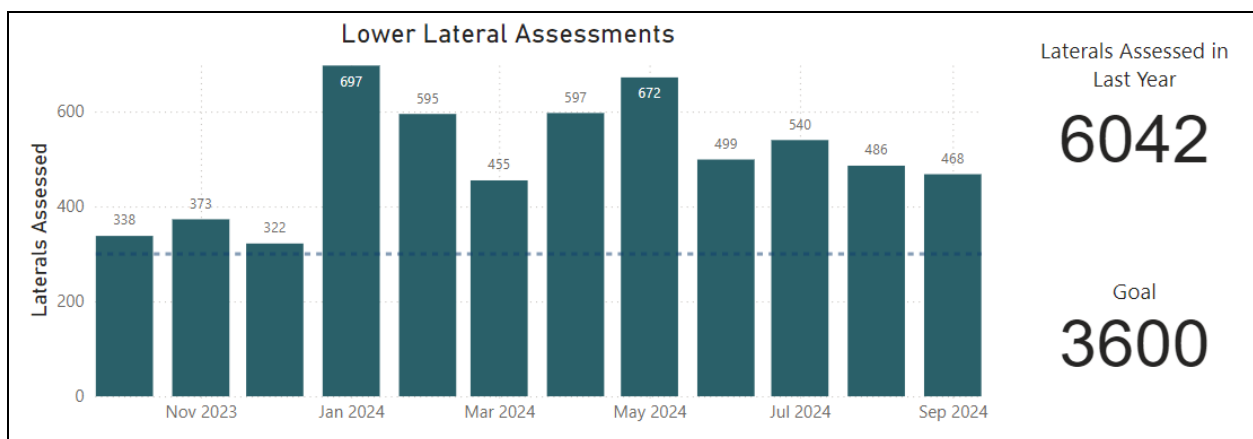
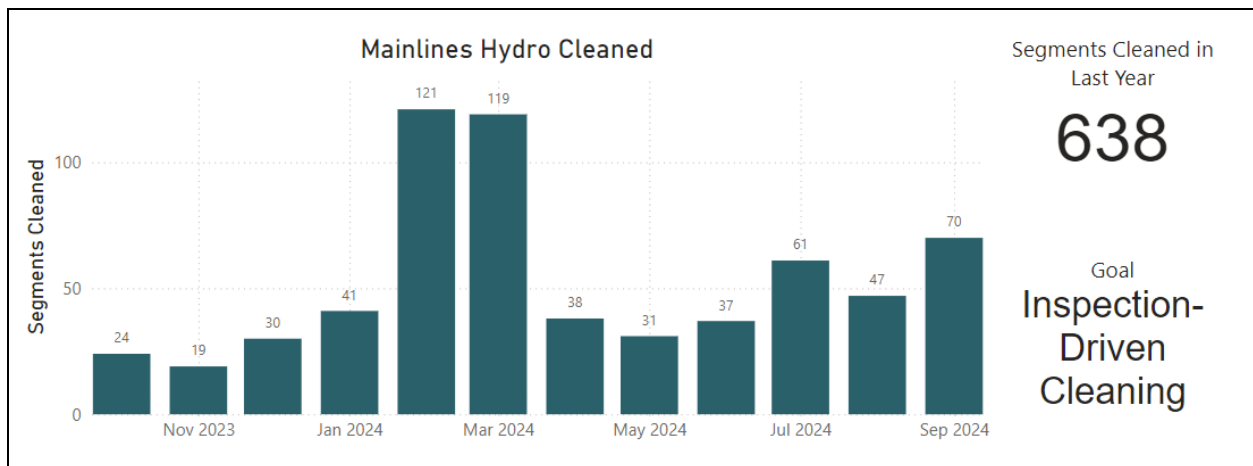
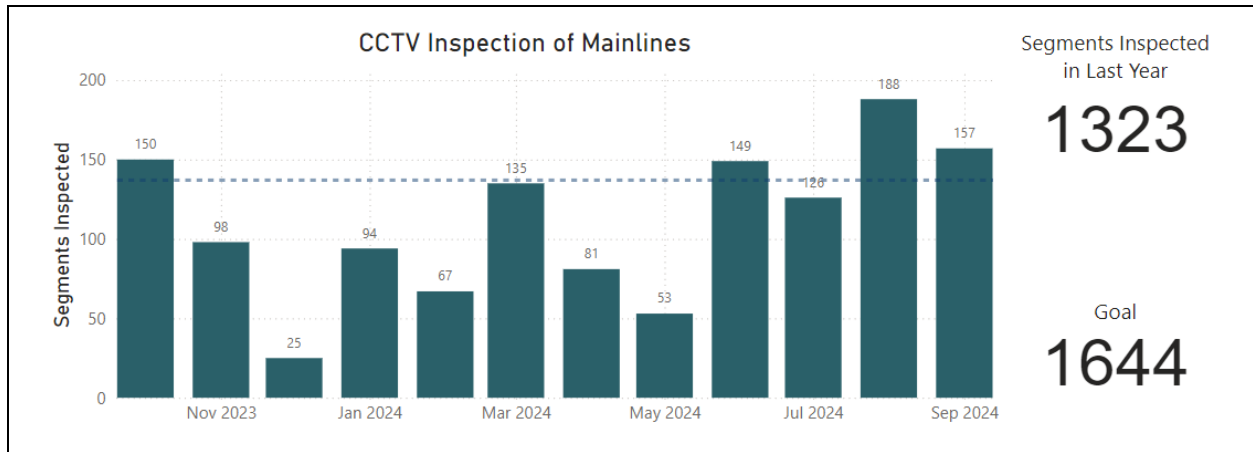
Responsibility	Spill	Stoppage	Odor	Alarm	PLSD	Misc
SPMUD Responsibility	1	1				
PCWA						2
Owner Responsibility		6	7		5	1
N/A			1			2
<b>Total</b>	<b>1</b>	<b>7</b>	<b>8</b>		<b>5</b>	<b>5</b>

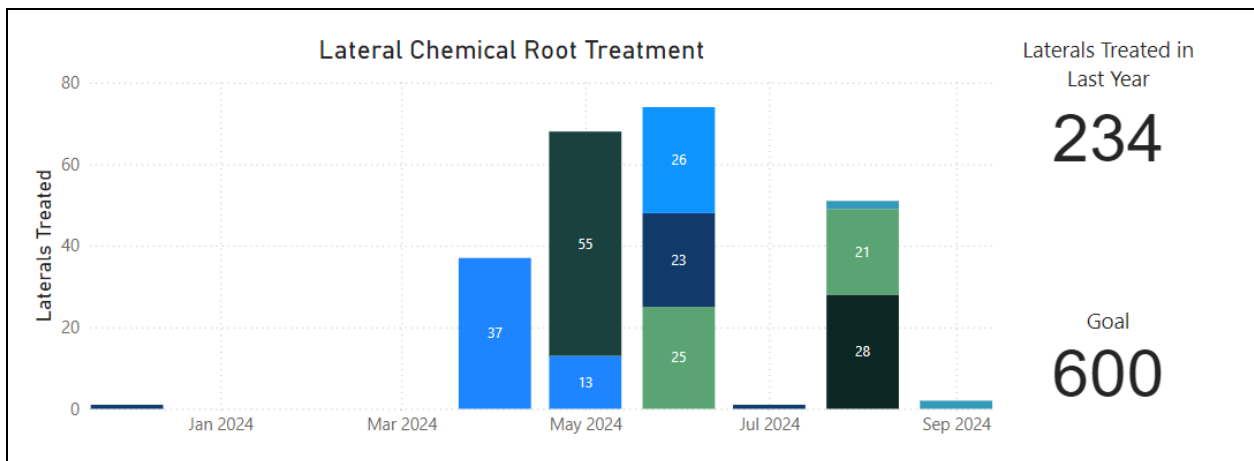
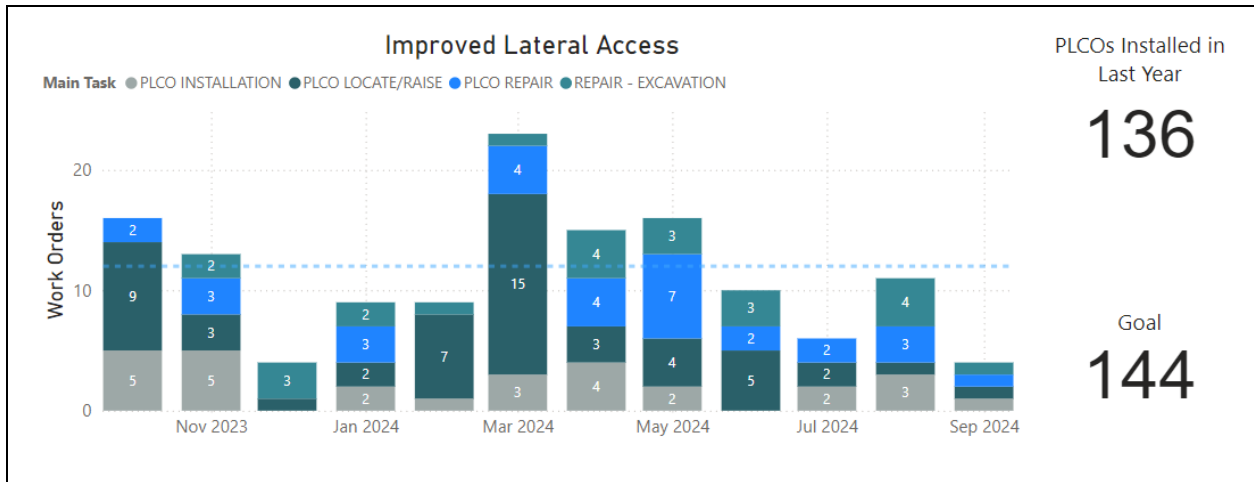
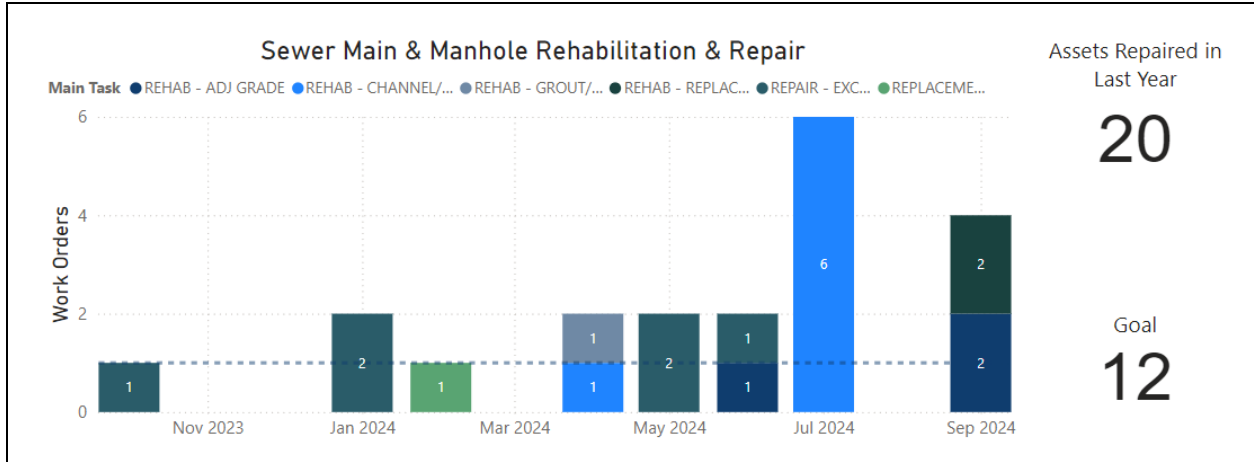
Total Service Calls

**26**

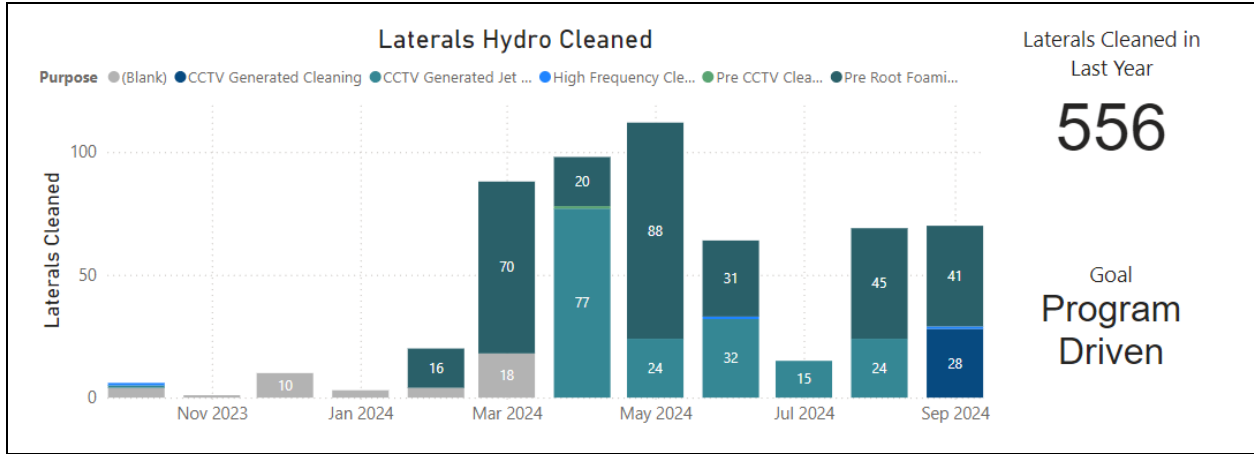
#### 4. Production

- a. The information provided below shows the work performed in key areas of focus. It does not represent all the work completed in the department.









ITEM VII. TSD REPORT

To: Board of Directors  
From: Carie Huff, District Engineer  
Cc: Herb Niederberger, General Manager  
Subject: Technical Services Department Monthly Report  
Board Date: November 7, 2024

---

**TSD Updates:**

- ❖ TSD staff participated in the monthly Monument Springs Drive Bridge meetings on September 25<sup>th</sup> and October 23<sup>rd</sup>. Coordination is required for sewer improvements on the bridge and to the existing lift station due to grade changes at the intersection of Monument Springs Drive and Hidden Glen Drive. The District Engineer is proposing that the sewer improvement and easement acquisition be funded through a refund agreement with the City of Rocklin whereby future connections that benefit from the improvements will pay a pro-rated share that is then reimbursed to the City of Rocklin. The refund agreement will be brought to the District’s board for consideration once the costs have been determined.
- ❖ TSD staff provided nighttime inspection services for Penryn Townhomes in Penryn on September 25<sup>th</sup>. Caltrans requires all work within the right-of-way to be completed at night. The contractor will be responsible for paying the District’s overtime costs.
- ❖ TSD coordinated the construction of a manhole on October 3<sup>rd</sup> to facilitate connection of three new homes to an existing trunk line off Farron Street in Rocklin. LaFleur Engineering completed the work within one day with no change orders in the amount of \$10,300.
- ❖ TSD staff participated in the Employee Engagement Committee (EEC) meeting on October 8<sup>th</sup> and October 22<sup>nd</sup>. The Employee Engagement Committee hosted the annual chili cook off on October 24<sup>th</sup>.
- ❖ The District Engineer participated in the development coordination meeting with the City of Roseville and Placer County on October 3<sup>rd</sup>. Topics included potential annexations and capacity studies at the treatment plants.
- ❖ The District Engineer participated in the Policy and Ordinance Committee meeting on October 10<sup>th</sup> to discuss proposed changes to the Sewer Code.
- ❖ TSD staff met with representatives from Tri City Little League on October 11<sup>th</sup> regarding a variance for their snack bar operations. Tri City completed the majority of what the District requires at the two snack bar locations on 3<sup>rd</sup> Street. Staff is waiting for documentation outlining their kitchen best management practices (BMP) and then the District will issue a variance. Staff has notified the City of Rocklin to have each league reach out to the District so that staff can work with them through the variance process. The City will also be involved in the process.

- ❖ TSD staff participated in the regional utility coordination to discuss projects. Representatives from the City of Rocklin, the City of Roseville, Placer County, and PG&E.
- ❖ District staff participated in a presentation by Madewell on October 8<sup>th</sup> regarding their Mainstay Composite liners for manhole rehabilitation. The liner material is an option for new construction and rehabilitation in locations with high corrosion (downstream of food service establishments and breweries).
- ❖ The District Engineer participated in a kick-off meeting with Bender Rosenthal on October 23<sup>rd</sup> for easement acquisition services. There are several easements throughout the District where additional easement needs have been identified. The acquisition of easements is included in the FY24/25 budget.
- ❖ The second quarter commercial audit of FY2024/25 is in process.
- ❖ TSD staff initiated an audit of laterals in GIS with billing accounts in Tyler at the direction of the Board in August. To date, staff have identified one property in Newcastle that is connected to the District's sewer system but is not on billing. Staff will be billing the property owner for the last three years per Policy 3160 – Utility Billing Reconciliation and Payment Policy. This audit process will occur over the next year.
- ❖ TSD staff updated the District's website with the capital projects in process.
- ❖ TSD continues to work on updates to the District's Standard Specifications and Improvement Standards for Sanitary Sewer to align with the Sewer Code updates and Chapter 4 – Wastewater Pump Stations. Staff is working with WaterWorks Engineers (WWE) on the final version to present to the Board in early 2025.

### **Northwest Rocklin Sewer Annexation Construction Project (formerly known as Atherton Trunk)**

The City notified the District on March 12<sup>th</sup> that the property owner accepted their offer to purchase the easement. The City indicated they were preparing the appropriate documents to finalize the purchase. The October 22<sup>nd</sup> City Council Agenda included a resolution and purchase agreement for the easement acquisition. After review, District staff determined that the resolution and purchase agreement did not meet the District's requirements or fulfill the terms of the Temporary Sewer Connection and Use Agreement. District and City staff worked together to modify the resolution and purchase agreement to meet the District's requirements. The revised resolution and purchase agreement was approved on October 22<sup>nd</sup> which authorizes the City Manager to purchase the sewer easements.

There are multiple development applications for projects (Stanford Ranch 6.8 Apartments, Quick Quack Lonetree, and Chapa-De Health Center) upstream of the Northwest Rocklin Sewer Annexation Construction Project that propose to connect to the District's sewer system. The District has noted in responses to the City of Rocklin that connections will be approved on a case-by-case basis pending acceptance of the Northwest Rocklin Sewer Annexation Project.

## **District Capital Projects:**

### **1. Sewer Main I07-119 Emergency Replacement Project, Rocklin:**

LaFleur Engineering began construction on October 28<sup>th</sup> and initiated bypass operations on October 30<sup>th</sup>. Pipe removal and replacement are anticipated to take three to five days. TSD staff are assisting with the inspection of the project.

### **2. Sierra College Trunk and Lift Station Abandonment, Rocklin: no update.**

### **3. Cameo Court Trunk and Lift Station Abandonment, Rocklin: no update.**

### **4. PCWA / Newcastle Construction Cooperation Project**

PCWA submitted draft front end and technical specifications for review by the District. Staff is reviewing the specifications.

### **5. Jack in the Box Sewer Replacement Project: no update.**

### **6. Del Rio Court and Delmar Sewer Extension Project: no update.**

### **7. Taylor Road Crossing, Newcastle: no update.**

### **8. Main Street, Newcastle: no update.**

## **Proposed Annexation of the Castle City Mobile Home Park in Newcastle**

As previously reported, the District is required to submit the funding application and manage the project, including funding until reimbursed by the State of California. Coleman Engineering submitted the draft application for District review. Staff is in the process of reviewing the application and will present additional information about the project in the coming months with a request for direction from the board.

## **Local Agency Formation Commission (LAFCO)**

The District hosted a meeting with RSG, LAFCO's consultant, on October 9<sup>th</sup> to discuss the District's operations for the Municipal Services Review and Sphere of Influence Study.

## **FOG Program**

The District's FOG Inspector completed seven core sample inspections of grease control devices (GCDs) in September at the following locations:

- Costco, 4101 Sierra College Boulevard (2 GCDs)
- Starbucks, 6021 Stanford Ranch Road
- Crazy BBQ, 3475 Sunset Boulevard
- Denny's, 681 Newcastle Road
- Lecavalier Tasting Room, 9314 Chantry Hill Road
- Roanies Coffee, 3210 Boyington Road

All seven inspections were successful with no corrections or defects documented. Notably, six of these GCDs are newly installed hydromechanical units that were installed over the past year through the District's Tenant Improvement Program.

Additionally, District staff conducted final inspections for new GCDs installed at Le Bon Vin Boutique in Loomis and Greenhouse in Penryn. Le Bon Vin Boutique is now open for business, and Greenhouse is scheduled to open in early October.

The District's FOG Inspector continues to monitor grease control pump-out compliance through the District's third-party reporting software, SwiftComply. This daily task involves contacting individual Food Service Establishments (FSEs) after they reach non-compliance status, with reminders typically provided through site visits, phone calls, and emails. Each FSE is granted a two-week buffer period before officially being considered non-compliant. If non-compliance occurs, the Inspector contacts the facility to determine the cause of the delay which, oftentimes, serves as a reminder for the facility to submit their pump-out documentation in SwiftComply. Occasionally, delays arise from issues outside the FSE's control, such as grease hauler delays. While most FSEs quickly resume compliance, a few establishments require more focused attention due to hesitancy in adhering to the District's FOG Program. In most cases, the Inspector successfully navigates these challenges, and the FSE regains compliance.

Lastly, the District received plans for review from Painkiller's Pub and Grub, a location currently under an active Notice of Violation for failing to meet the District's FOG Program requirements. Multiple meetings with the owners of the establishment have been conducted and progress is now underway.

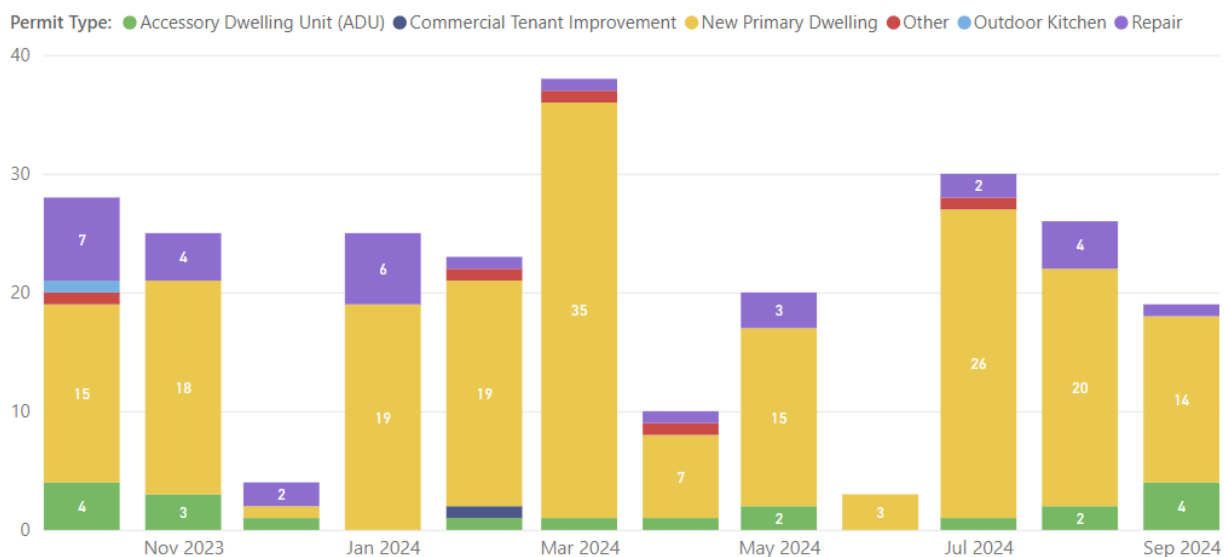
### Industrial Pretreatment

In September, the District received a request from the City of Roseville's Industrial Waste Division to assess a possible rug cleaning plant in Rocklin. District inspectors used CCTV camera equipment to inspect the laterals and private mainlines downstream of the business. These assessments and inspections offer opportunities to learn about different industries and to see if there are any potential impacts to the sewer system, such as sludge buildup or corrosion. In this case, no issues or corrections were documented. The information learned from this assessment was relayed to the City of Roseville and their records were updated.

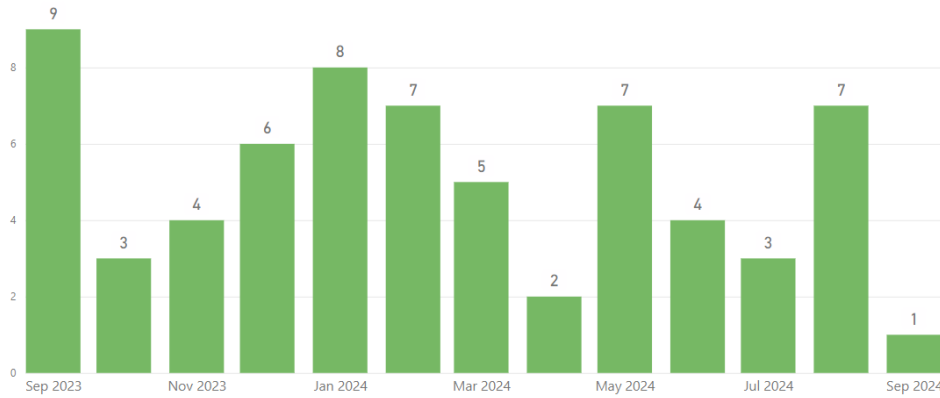
### Department Performance Indicators

The following charts depict the efforts and performance of the department in the following areas of work as of September 30, 2024. The charts are being created in a new reporting tool that directly connects to the District's data, improving the timeliness of reporting efforts and leveraging the District's investment in technology. Additional charts may be added in the future for other areas of work in the department.

Sewer Permits - Completed - Monthly Totals



Tenant Improvement Reviews Completed - Monthly Totals

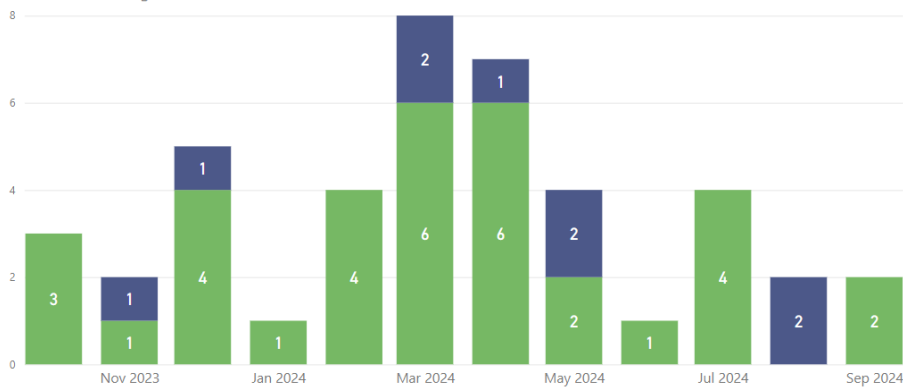


% "In Time" Tenant Improvements



Plan Checks Completed - Monthly Totals

● Plan Checks ● Sign Plans

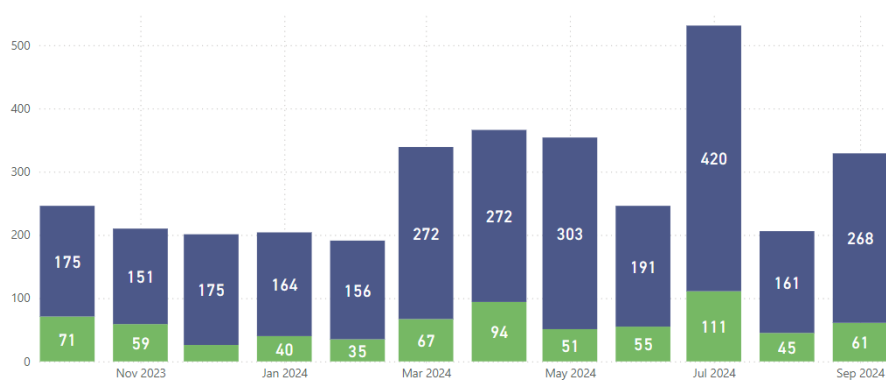


% "In Time" Plan Checks

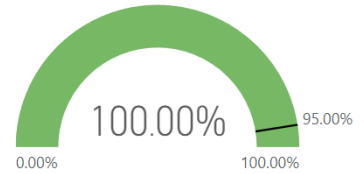


811 Responses

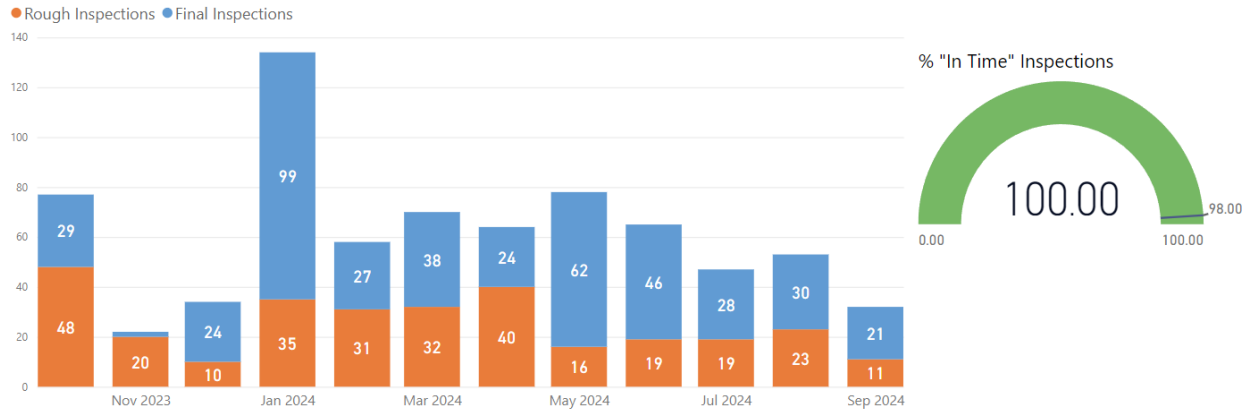
● Office ● Field



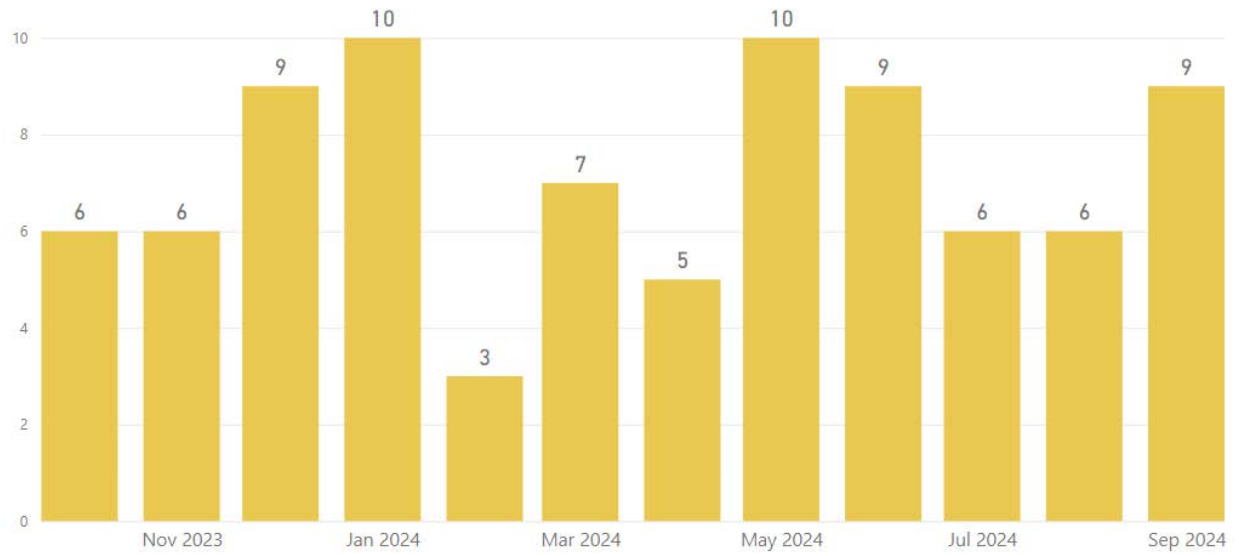
% "In Time" Responses



### Building Sewer Inspections - Monthly Totals

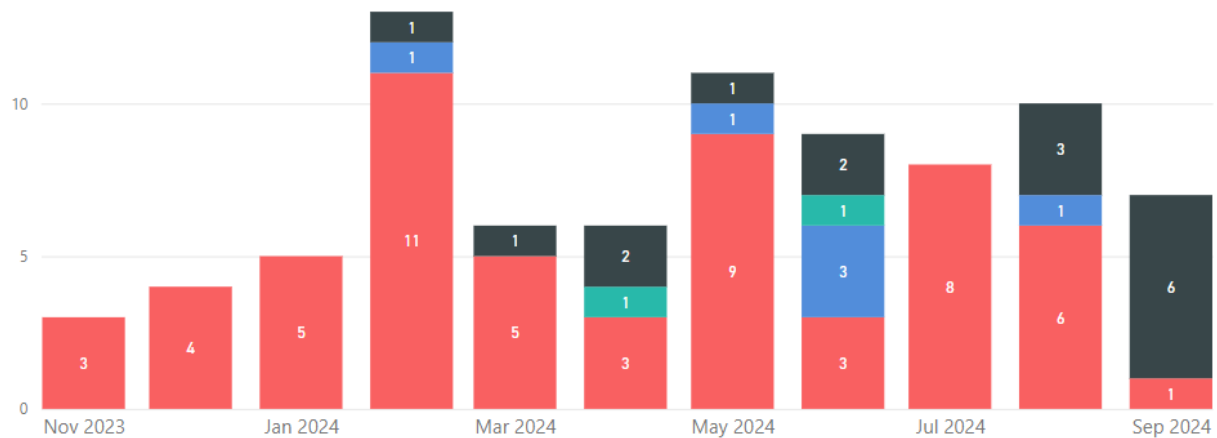


### FOG Pickups - Monthly Totals



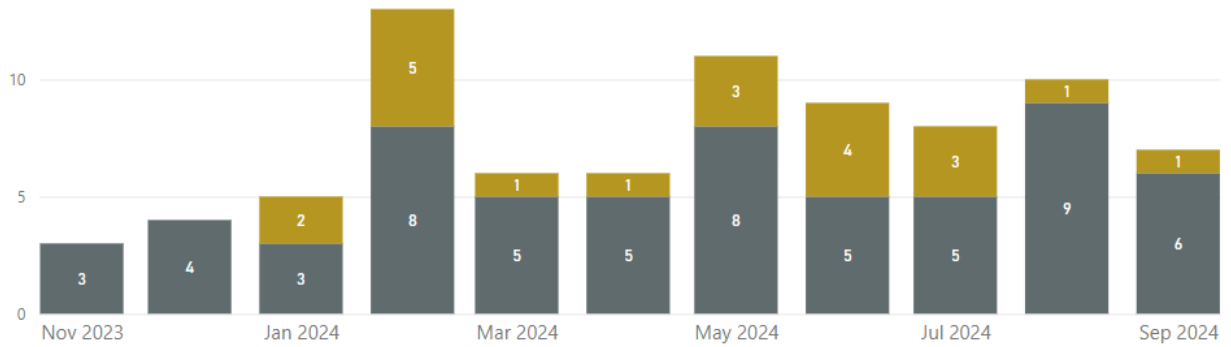
### Grease Interceptor Inspections

Template ● GGI Core Sample Inspection - Outside ● GGI Pump Out/Cleaning Inspection ● HGI Core Sample Inspection - Inside ● HGI Core Sample Inspection - Outside

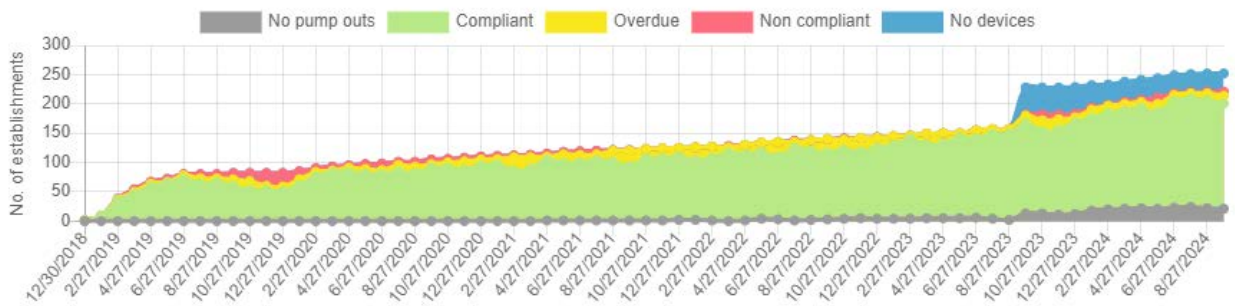


### Interceptor Inspection Results

Compliance ● Compliant ● Non-compliant



### FOG Compliance History



SwiftComply updated the program to include facilities that do not have a grease control device. This blue area indicates food service establishments that either have no devices or have not been investigated or inspected yet.