



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT
SDLF Platinum-Level of Governance



President – Bill Pease • Vice-President – Bryon Gutow • Director – Kevin Graves • Director – Robert Leete • Director – Bill Mayer

TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
AGENDA PACKET

Regular Board Meeting
Wednesday, January 15, 2020

7:00 P.M. Regular Board Meeting

Community Center
1601 Discovery Bay Boulevard



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



President – Bill Pease • Vice-President – Bryon Gutow • Director – Kevin Graves • Director – Robert Leete • Director – Bill Mayer

NOTICE OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY

Wednesday January 15, 2020

REGULAR MEETING 7:00 P.M.

Community Center

1601 Discovery Bay Boulevard, Discovery Bay, California

Website address: www.todb.ca.gov

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call business meeting to order 7:00 p.m.
2. Pledge of Allegiance.
3. Roll Call.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the Agenda. The public may comment on any item on the Agenda at the time the item is before the Board for consideration by filling out a comment form. The public will be called to comment in the order the comment forms are received. Any person wishing to speak must come up and speak from the podium and will have 3 minutes to make their comment. There is a device on the podium with a green, yellow, and red light. The yellow light will come on 30 seconds before the end of the 3 minutes. There will be no dialog between the Board and the commenter as the law strictly limits the ability of Board members to discuss matters not on the agenda. We ask that you refrain from personal attacks during comment, and that you address all comments to the Board only. Any clarifying questions from the Board must go through the President. Comments from the public do not necessarily reflect the view point of the Directors.

C. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approve DRAFT minutes of regular meeting for December 18, 2019.
2. Approve Register of District Invoices.
3. Approve Terracon Invoice Number TC97603.
4. Approve Board Officers for Calendar Year 2020.

D. PRESENTATIONS

1. Award Presented to Former Board President Bill Mayer.
2. CSDA Field Coordinator, Colleen Haley – SDA (Special District Administrator) Plaque from Special District Leadership Foundation.
3. Terracon – Pool Design Update.

E. MONTHLY WATER AND WASTEWATER REPORT – VEOLIA

1. Veolia Report – Month of December.

F. BUSINESS AND ACTION ITEMS

1. Discussion and Possible Action to Approve Resolution No. 2020-01 Board Administrative Policy No. 030 – “Discontinuation of Residential Water Service for Nonpayment.”
2. Discussion and Possible Action Regarding Proposal to Amend Ordinance No. 7 – An Ordinance of the Board of Directors of the Town of Discovery Bay, A California Community Services District, Amending Ordinance No. 7 Water Regulations and Service Ordinance.
3. Discussion and Possible Action Regarding the Annual Special Board Planning Workshop for 2020.

G. DIRECTORS' REPORTS

1. Standing Committee Reports.
2. Other Reportable Items.

H. MANAGER'S REPORT

I. GENERAL MANAGER'S REPORT

J. CORRESPONDENCE RECEIVED

1. Contra Costa County Aviation Advisory Committee meeting minutes for November 14, 2019.
2. Contra Costa County Aviation Advisory Committee meeting minutes for December 12, 2019.
3. East Contra Costa Fire Protection District meeting minutes for December 12, 2019.
4. Discovery Bay P6 meeting minutes for October 17, 2019.

K. FUTURE AGENDA ITEMS

L. ADJOURNMENT

1. Adjourn to the regular meeting on February 5, 2020 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925) 634-1131, during regular business hours, at least forty-eight hours prior to the time of the meeting."

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



President – Bill Mayer • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Bryon Gutow

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY

Wednesday December 18, 2019

REGULAR MEETING 7:00 P.M.

Community Center

1601 Discovery Bay Boulevard, Discovery Bay, California

Website address: www.toddb.ca.gov

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call business meeting to order 7:00 p.m. – by President Mayer.
2. Pledge of Allegiance – Led by Director Leete.
3. Roll Call – All Present.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

Public Comment Regarding:

- Fire District underfunded, initiatives on the November 2020 Ballot, support the effort with donations/fundraising, and a plaque placed at the Community Center.

C. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approve DRAFT minutes of regular meeting for December 4, 2019.
2. Approve Register of District Invoices.

Director Graves - Agenda Item C-2 Pulled

Motion by: Vice-President Pease to approve the Consent Calendar excluding Item C-2 Register of District Invoices.

Second by: Director Leete.

Vote: Motion Carried – AYES: 5, NOES: 0

Agenda Item C-2 Register of District Invoices

Director Graves – Stated his concerns with the item listed on the RFA for Terracon Consultants, Inc. in the amount of \$9,600.00 for a progress payment. Due to a lack of communication from Terracon Consultants, Inc. for an update regarding the Community Center Pool, a request was made to have Terracon Consultants, Inc. attend a future Board meeting and provide a progress update.

Motion by: Director Graves to approve C-2 Register of District Invoices excluding the check for Terracon Consultants, Inc. in the amount of \$9,600.00 under the Consent Calendar.

Second by: Director Leete.

Vote: Motion Carried – AYES: 5, NOES: 0.

There was discussion regarding no response from Terracon Consultants, Inc.

General Manager Davies – Provided details regarding no response from Terracon Consultants, Inc. and to move forward with Terracon Consultants, Inc. to attend a future Board meeting and provide update. At that time the progress payment will be reconsidered.

D. PRESENTATIONS

None.

E. MONTHLY WATER AND WASTEWATER REPORT – VEOLIA

1. Veolia Report – Month of November.

Project Manager Sadler – Provided the details of the November 2019 monthly operations report.

F. BUSINESS AND ACTION ITEMS

1. Discussion and Possible Action to Award Contract for Conducting Oxygen Study at Plant No. 1 and the Purchase of Associated Chemicals.

District Engineer Harris – Provided the details regarding the Oxygen Study at Plant No. 1; contract with Redmon Engineering to perform the study and Veolia to purchase the associated chemicals.

Public Comment Regarding:

- The hourly rate and total hours needed for the study.

District Engineer Harris – Stated that Redmon Engineering will be at Plant No. 1 for one solid week (40 hours plus travel time).

There was discussion regarding the specialized work done by Redmon Engineering and the purpose of the study of oxygen.

Motion by: Director Graves to award an Oxygen Study at Wastewater Plant No. 1 to Redmon Engineering in the amount of \$13,500, authorize Veolia to purchase chemicals for the study in the approximate cost of \$9,000. and authorize the General Manager to execute all contracts and authorize up to 10% in project contingencies.

Second by: Vice-President Pease.

Vote: Motion Carried – AYES: 5, NOES: 0

2. Discussion and Possible Action Regarding Diffuser Outfall in Old River.

District Engineer Harris – Provided details regarding the Diffuser Outfall in Old River. There was discussion regarding the acronym for Mitigated Negative Declaration and the CEQA – California Environmental Quality Act.

Motion by: Vice-President Pease to authorize Staff to Prepare and Process Any Necessary CEQA documentation for the outfall Diffuser Repairs.

Second by: Director Leete,

Vote: Motion Carried – AYES: 5, NOES 0:

G. DIRECTORS' REPORTS

1. Standing Committee Reports – None.

2. Other Reportable Items – None.

H. MANAGER'S REPORT

Parks and Landscape Manager Engelman – Provided an update regarding the front entrance lighting. There was discussion regarding the controls for the front entrance lighting.

I. GENERAL MANAGER'S REPORT

No Report.

J. CORRESPONDENCE RECEIVED (Information Only)

1. Contra Costa County Aviation Advisory Committee meeting minutes for October 10, 2019.

2. Contra Costa County Aviation Advisory Committee meeting minutes for November 14, 2019.

3. East Contra Costa Fire Protection District meeting minutes for November 13, 2019.

K. FUTURE AGENDA ITEMS

L. ADJOURNMENT

1. The meeting adjourned at 7:22 p.m. to the regular meeting on January 15, 2020 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

//cmc – 12-19-19

<http://www.todb.ca.gov/agendas-minutes>



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

January 15, 2020

Prepared By: Julie Carter, Finance Manager & Lesley Marable, Accountant
Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title

Approve Register of District Invoices.

Recommended Action

Staff recommends that the Board approve the listed invoices for payment.

Executive Summary

District invoices are paid on a regular basis, and must obtain Board authorization prior to payment. Staff recommends Board authorization in order that the District can continue to pay warrants in a timely manner.

Fiscal Impact:

Amount Requested \$ 418,765.84

Sufficient Budgeted Funds Available?: Yes (If no, see attached fiscal analysis)

Prog/Fund # See listing of invoices. **Category:** Operating Expenses and Capital Improvements

Previous Relevant Board Actions for This Item

Attachments

Request For Authorization to Pay Invoices for the Town of Discovery Bay CSD 2019/2020.

AGENDA ITEM: C-2

For The Meeting On January 15, 2020
Town of Discovery Bay CSD
Fiscal Year 7/19 - 6/20

Veolia Water North America	\$142,101.90
Pacific Gas & Electric	\$68,845.00
Town of Discovery Bay CSD	\$31,478.88
Stantec Consulting Services Inc	\$29,222.61
SWRCB	\$24,901.80
Badger Meter	\$23,247.62
Luhdorff & Scalmanini	\$18,693.75
CaliforniaChoice Benefit Admin	\$15,857.57
J.W. Backhoe & Construction, Inc.	\$9,562.07
U.S. Bank Corporate Payment System	\$9,240.72
BSK Associates	\$6,917.56
Brentwood Press & Publishing	\$4,888.00
Terracon Consultants, Inc.	\$3,600.00
Express Employment Professionals	\$2,804.03
Freedom Mailing Service, Inc	\$2,780.00
Caselle, Inc.	\$2,500.00
Univar USA Inc.	\$2,304.11
Tee Janitorial & Maintenance	\$2,054.00
Karina Dugand	\$1,890.00
SDRMA	\$1,825.82
City Of Brentwood	\$1,348.88
Paul E. Vaz Trucking, Inc.	\$1,046.03
Water Utility Customer	\$1,040.45
TASC	\$995.83
Verizon Wireless	\$820.57
Office Depot	\$739.74
Brentwood Ace Hardware	\$634.35
Aflac	\$627.92
Ricoh USA, Inc	\$619.11
Robert Leete	\$575.00
William Mayer	\$575.00
Bay Area Barricade Service, Inc.	\$543.19
Bill Pease	\$460.00
Kevin Graves	\$460.00
Bill Brandt Ford	\$423.75
Precision IT Consulting	\$382.93
Du-All Safety	\$367.50
ASCAP	\$363.00
County of Contra Costa Public Works Dept	\$353.41
Bryon Gutow	\$345.00
Neopost	\$300.00
Home Front Heating And Air Conditioning	\$275.00
UniFirst Corporation	\$259.36
Alhambra	\$127.92
Denalect Alarm Company	\$118.50
Cintas	\$71.58
Shred-It USA-Concord	\$70.88
Concentra	\$55.50
Community Center Refund Customer	\$50.00
	<hr/>
	\$418,765.84



INVOICE

1981 N Broadway, Ste 385
Walnut Creek, CA 94596-8214
925-464-4600

Project Mgr: Jim McClelland

Project: Discovery Bay Swimming Pool
1601 Discovery Bay Boulevard
Discovery Bay, CA 94505

To: Town of Discovery Bay CA
Attn: Michael R. Davies
1800 Willow Lake Road
Discovery Bay, CA 94505

REMIT TO:	
Invoice Number: TC97603	
Terracon Consultants, Inc.	
PO Box 959673	
St Louis, MO 63195-9673	
Federal E.I.N.: 42-1249917	

Project Number:	BE186102
Contract Amount:	\$67,400.00
Billed to Date:	\$50,500.00
Invoice Date:	12/04/2019
For Period:	10/27/2019 to 11/30/2019

Description	Total
TASK: SCO Aquatic Design->Construction Document Phase	
Construction Document Phase - Billed at 75%	\$9,600.00
Task Total	\$9,600.00

BASE FACILITY CONDITION ASSESSMENT w/ AQUATICS - \$14,900.00

SCO #1 AQUATIC DESIGN

Task 1: Design Development Phase - \$14,000.00
- Billed to Date: \$14,000.00
- Remaining: \$0

Task 2: Construction Documents Phase - \$24,000.00
- Billed to Date: \$18,000.00
- Remaining: \$6,000.00

Task 3: Agency Review/Bidding - \$4,500.00
- Billed to Date: \$0
- Remaining: \$4,500.00

Task 4: Construction Administration - \$10,000.00
- Billed to Date: \$0
- Remaining: \$10,000.00

Invoice Total **\$9,600.00**

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Invoice No.: TC97603
Project No.: BE186102
Project: Discovery Bay Swimming Pool
1601 Discovery Bay Boulevard
Discovery Bay, CA 94505

Project Mgr: Jim McClelland

Statement of Account	
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Contract Amount	\$67,400.00
Amount Previously Billed	\$40,900.00
Total Due this Invoice	\$9,600.00
Total Billed	\$50,500.00
Payments to Date	\$32,500.00
Total Due	\$18,000.00



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

January 15, 2020

Prepared By: Michael R. Davies, General Manager
Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title:

Approve Board Officers for Calendar Year 2020.

Recommended Action

Elect the Board Officers for Calendar Year 2020 consistent with Board Policy 004: Board President – Bill Pease; Board Vice-President – Bryon Gutow.

Executive Summary

Each year the Board of Directors elects a President and Vice-President. Board Policy 004 (amended February 21, 2018) designates the procedure for electing Board officers for the upcoming 2020 calendar year.

According to Board Policy 004, the following Directors will serve as Board Officers in calendar year 2020:

Board President: Bill Pease
Board Vice-President: Bryon Gutow

Previous Relevant Board Actions for This Item

December 6, 2017 – Board Officers for Calendar Year 2018.
January 16, 2019 – Board Officers for Calendar Year 2019.

Attachments

Board Policy 004 (Amended February 21, 2018).

AGENDA ITEM: C-4



Town of Discovery Bay

Program Area: Board	Policy Name: Board Policy	Policy Number: 004
Date Established: June 19, 2002	Date Amended: February 21, 2018	Resolution: 2018-01

PURPOSE

The purpose of the elected Board of Directors of the Town of Discovery Bay, a multipurpose independent special district, is to represent the residents within its boundaries in any and all matters covered under the California Government Code relating to a Community Services District.

In addition to the purposes listed in the Government Code, the District has been ordered by LAFCO and the Board of Supervisors to perform an advisory role for the residents of Discovery Bay. This role includes, but is not limited to, advising the County in matters of land use planning, zoning, compliance, roads and streets, lighting, landscaping, parks and public safety services.

I. BOARD OF DIRECTORS

The governing body of the Town of Discovery Bay is a Board of Directors comprised of five (5) Board members elected by the registered voters of the District to serve four (4) year staggered terms. During the elections every two (2) years, either two (2) or three (3) Directors are elected to serve the District for the next four (4) years.

Yearly the Board of Directors elects a President and Vice-President. The President of the Board chairs the meeting, performs such duties as prescribed by State or Federal law and such other duties as prescribed by Board Policy or the established Bylaws of the Town of Discovery Bay. In the event of the President's absence, the Vice-President performs said duties.

Should the President and Vice President not be present to chair a meeting, the duties of the chair shall be performed by the Board member with the highest seniority. In the event seniority cannot be determined due to the date of the assumption of office, the Board member with the highest vote count in their most recent election shall prevail as the senior member.

The appointment of Board officers shall be established based upon the following schedule:

Board President

In order to be considered to serve as President of the Board, the Board member must have served on the Board for a minimum 24 months prior to being considered for rotation into the Board President position. The Board Presidency shall be assigned to the Board member who has not served as President and who has met the 24 month requirement.

If more than one Board member has met the 24 month requirement and not served as President, the member with the longest tenure on the Board of Directors shall be the first person appointed to the position of President.

In the event each member of the Board has previously served as President at one point in their respective office, the Board member to serve as Board President shall be the member who has not served as President for the longest period time.

In the event seniority cannot be determined due to the date of assumption of office, the Board member with the highest vote count in their most recent election shall prevail as the senior member for purposes of this selection procedure.

Vice President

The Vice President shall be the Director next in line to be President based on the then current service time. In order for a Board member to be considered for the position of Vice President, the Board member must have served on the Board for a minimum of 12 months prior to being considered for rotation into the Board Vice President position. The Board Vice President shall be assigned to the Board member who has not served as Vice President and who has met the minimum 12 month service requirement.

In the event seniority cannot be determined due to the date of assumption of office, the Board member with the highest vote count in their most recent election shall prevail as the senior member for purposes of this selection procedure.

II. POWER OF THE BOARD

The Board of Directors recognizes its duty to formulate and approve the policy program for the operation, control, administration and planning of the District's facilities and activities of the District.

Board meetings shall be noticed and shall take place pursuant to the Ralph M Brown Act of 1953, as amended (hereafter, Brown Act).

The parliamentary procedure for conducting all meetings will be Rosenberg's Rules of Order.

The Board meets its obligations to the electorate by performing as a legislative, administrative and control body.

The Board may have standing committees and may appoint ad hoc committees as the need arises. The District's General Manager or Designee may serve as staff support to those committees.

In the discharge of their duties, Directors shall comply with all applicable local, state and federal laws, including, but not limited to, the participation in and completion of any mandatory training program for Directors required by California law.

III. RESPONSIBILITIES

A. Responsibilities of the Board of Directors:

1. To select a General Manager as the Board's chief administrative officer and professional advisor and properly delegate to him or her the authority and responsibility to execute its' policies, enforce its rules and regulations, and administer the facilities, programs, and services of the District. Provide the General Manager with the necessary personnel and resources to carry out his or her responsibilities.
2. To adopt a District budget that provides the best possible facilities, programs, and services, within the limits of fiscal responsibility, to the people of the District.
3. To adopt a comprehensive set of Board policies and administrative procedures to govern the operation of the District. These policies and procedures shall be amended and revised as appropriate and shall be compiled and published in a Board Policies Manual. The District shall keep at its offices a master copy of such manual, which shall be kept for all purposes the official record of the Board policies of the District.
4. By motion, resolution, or ordinance conduct the business of the District, taking those actions that ensure that satisfactory services are provided throughout the community.
5. Keep informed on agenda items and on-going business of the Board.
6. Be well informed on the provisions of laws, ordinances and resolutions as they affect conduct of the District and the Board.
7. Attend meetings with promptness and regularity.
8. Elect officers and confirm standing and ad hoc committee members and District representatives to external agencies.
9. Initiate, review and approve plans that will satisfy future requirements, including a long-range plan (five (5) to ten (10) years).
10. Review and act upon plans and recommendations submitted by the Board committees and the General Manager. This action includes adoption, rejection, amendment or return to committee.

11. Single Board members will not represent the whole of the Board in other open or closed meetings without prior sanction by the majority direction of the Board.

B. GENERAL CONDUCT OF BOARD OF DIRECTORS AND OFFICERS

1. No member of the Board or Officers of the District shall:

- a. Represent his or her position as that of the Board unless the Board has acted upon that position.
- b. Make unsolicited statements to anyone other than the Board during Board deliberations.
- c. Issue any writings or statements to the press or public without clearly distinguishing which statements are his or her own and which are established Board positions.

2. Preparation and Commitment:

- a. Shall respect the Board's commitment to work through the General Manager by requesting desired information about the District's programs/activities directly from him/her, by referring to him/her suggestions for new policies, for his/her professional advice, by refraining from acting on any complaint until after the General Manager has had an opportunity to investigate fully and report to the Board, and by wholeheartedly supporting Board approved actions of the General Manager and his/her staff.
- b. Accept the principle of Board unity or consensus by supporting majority decisions of the Board.
- c. Shall make decisions involving the welfare of the District based on factual information and evidence recognizing that personal feelings, opinions and other such factors are not conducive to sound decision making.
- d. Come prepared, ready to ask questions and make decisions.
- e. Do what is agreed upon.
- f. Respect confidentiality of Closed Session agenda items.
- g. Contact the General Manager prior to meeting for more information, if needed.

C. ADDITIONAL RESPONSIBILITIES OF THE BOARD MEMBERS

1. Orientation of Board Members

- a. The Board of Directors recognizes its responsibility in helping and assisting a newly elected or appointed Board member to understand the operation of the District as well as the roles and responsibilities of a member of the Board. The Board and General Manager shall assist each new member-elect to understand the Board functions, policies, procedures, roles, duties and responsibilities of members of the Board. The following methods shall be employed:

- b. The new member shall be given selected material on the duties and responsibilities associated with Board membership. These materials shall include, but are not limited to: The Government Code dealing with Community Services Districts, the Ralph M. Brown Act, the California Public Records Act, Board Policies, and any pertinent publications issued by the California Special Districts Association, the California Parks and Recreation Society and other agencies, as needed.
- c. As soon as practical after the new Board member assumes office, an orientation meeting with General Manager will be held prior to the first Board meeting to acquaint the new member with details of District operations.
- d. The incoming member may meet with the General Manager and members of his staff to discuss services they perform for the Board and the District.

2. Policy Violations

- a. Board Members who intentionally or repeatedly do not comply with this Policy may be reprimanded or formally censured by the Board of Directors.

D. Responsibilities of a Committee Chairperson

1. Undertake the specific tasks or assignments as established by the Board or Board President together with the participation of the other members of the committee.
2. Plan and schedule the necessary activities and obtain commitments for the necessary resources to complete the assignment.
3. Present a report on status and progress to the Board at appropriate times as designated by the President.
4. Prepare recommendations and justification for any proposed action and submit to the Board for decision and implementation when approved.
5. Provide overall leadership of the committee.
6. Perform the duties of a Board member if appropriate.

**Town of Discovery Bay, CA
Water & Wastewater**

MONTHLY OPERATIONS REPORT

Dec 2019

3778 Days of Safe Operations
185,586 worked hours without a recordable incident

TRAINING:

- **Safety**
 - **Blood borne Pathogens**

- **Operation**
 - **None**

REPORTS SUBMITTED TO REGULATORY AGENCIES:

- **Monthly Discharge Monitoring Report (DMR)**
- **Monthly electronic State Monitoring Report (eSMR)**
- **Monthly Coliform Report, State Water Board (DDW)**

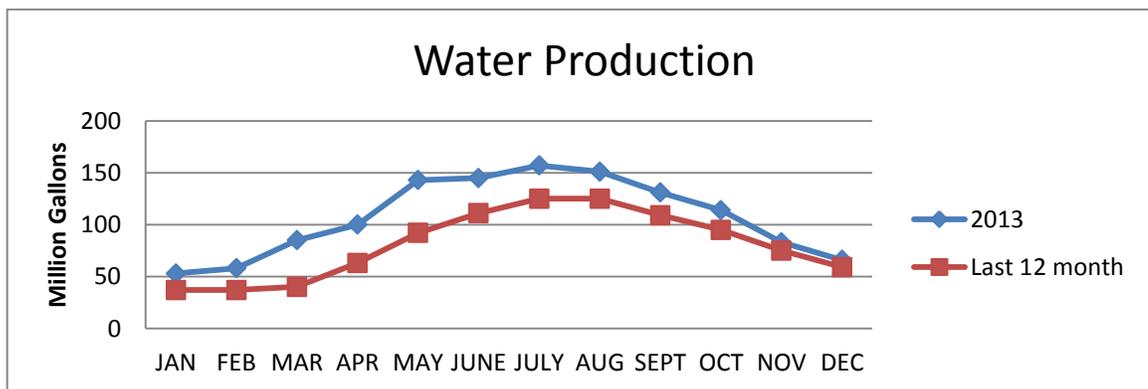
WATER SERVICES

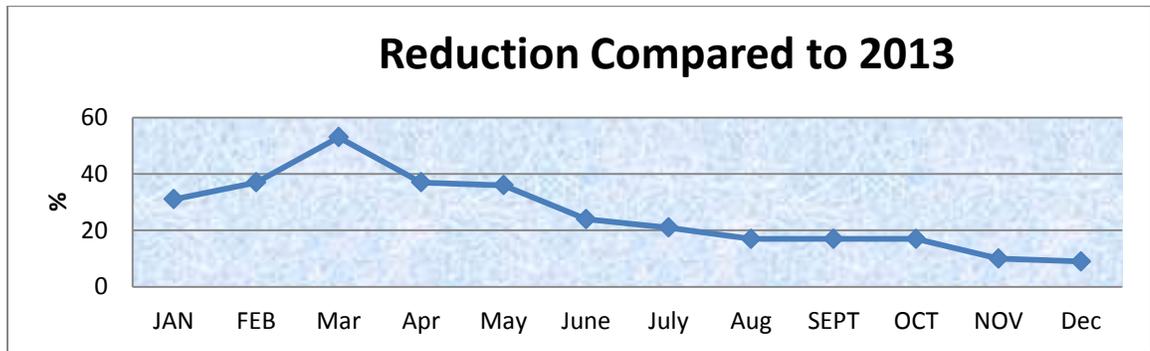
Groundwater Well:

- 1B - Active
- 2 – Active
- 4 – Active
- 5B - Active (Standby only)
- 6 – Active
- 7 - Active

2019 Monthly Water Production Table (MG):

January	February	March	April	May	June
37	37	40	63	92	111
July	August	September	October	November	December
125	125	109	95	75	59





Bacteriological Test Results:

Routine Bacteria Samples Collected	No. Total Coliform Positives	No. Fecal/E. coli Positives	Brown Water Calls	Fire Hydrant Flushing
• 16	• 0	• 0	• 0	• 0

WASTEWATER SERVICE

Wastewater Laboratory Analysis

<i>WW Effluent Parameter</i>	<i>Permit Limits</i>	<i>November Lab Data</i>	<i>December Lab Data</i>
Flow, MG Effluent, monthly total	██████████	32	35
Flow, MG Daily Influent Flow, avg.	N/A	1.3	1.6
Flow, MG Daily Discharge Flow, avg.	2.35	1.0	1.1
Effluent BOD ₅ , lbs/d, monthly avg.	350	23	18
Effluent TSS, lbs/d, monthly avg.	200*	25	16
Effluent BOD ₅ , mg/L, monthly avg.	20	3	2
Effluent TSS, mg/L, monthly avg.	10*	3	2
Total Coli form 7 day Median Max	23	ND	ND
Total Coli form Daily Maximum	240	2	ND
% Removal BOD ₅ , monthly avg.	85% min.	99%	99%
% Removal, TSS, monthly avg.	85% min.	98%	99%
Electrical Conductivity, umhos/cm annual avg.	2100	2280	2285

*New TSS Limit went into effect

National Pollution Discharge Elimination System (NPDES):

NPDES Related Excursions	Permit Parameter	NPDES Parameter Limit	Actual Parameter Result
• 0	• N/A	• N/A	• N/A

COLLECTION

Lift Station Status:

# of Active Lift Stations	# of Inactive Lift Stations	SSO	Wastewater Received (MG)
• 15	• 0	• 0	• 48

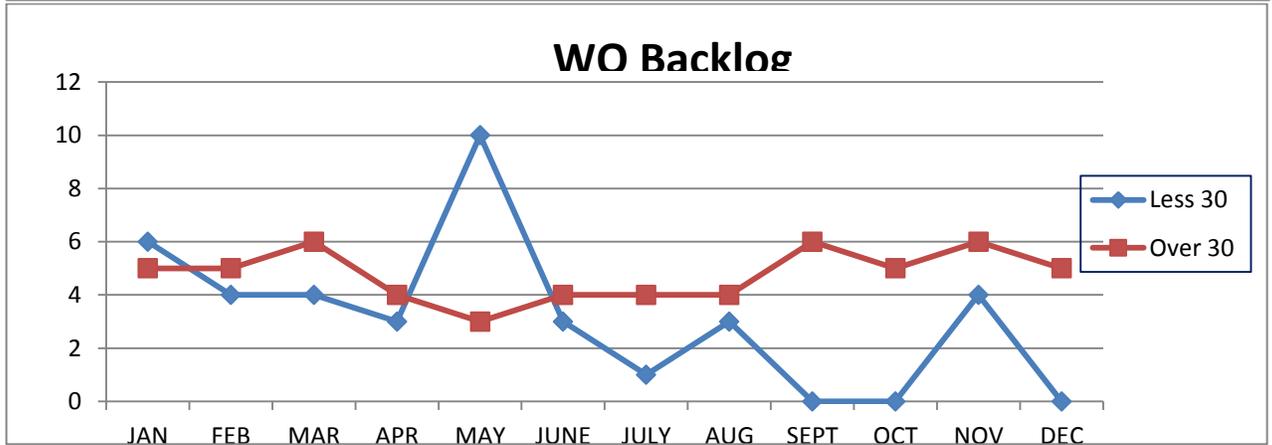
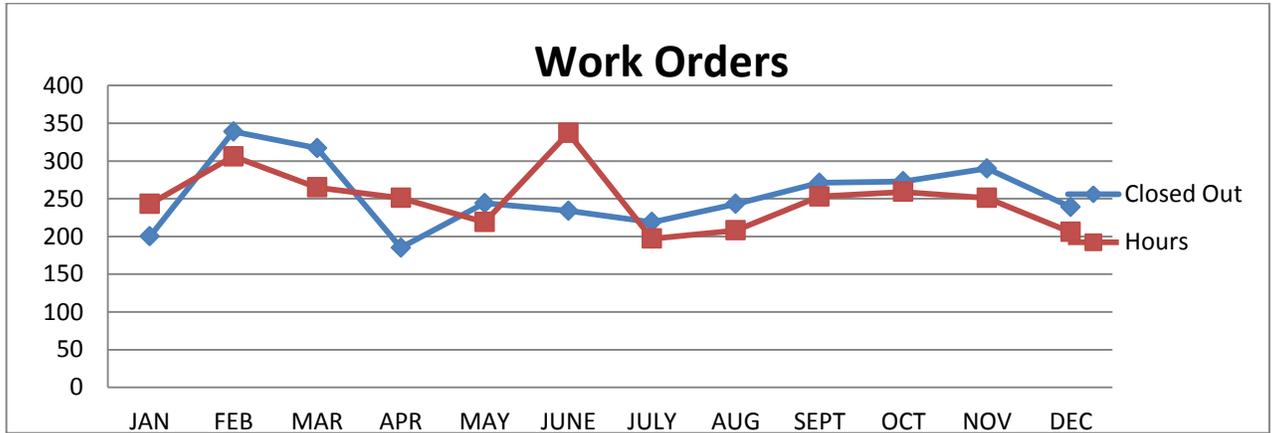
Performed weekly lift station inspections

Sewer System:

- Continue collection sanitary sewer line assessment
- Flushed/CCTV will be performed after assessment
- Manhole & covers are inspected during assessment.

MAINTENANCE

Preventive and Corrective:



Call & Emergency Response

Call Outs	Emergencies
4	1 (Power Outage)

Regular Hours	Overtime
1216	18

TERMS

WWTP	WASTEWATER TREATMENT PLANT
WTP	WATER TREATMENT PLANT
WL	WILLOW LAKE
NP	NEWPORT
VFD	VARIABLE FREQUENCY DRIVE
WO	WORK ORDER
PLC	PROGRAMMABLE LOGIC CONTROLLER
L/S	LIFT STATION
SSO	SANITARY SEWER OVERFLOW
BOD	BIOLOGICAL OXYGEN DEMAND
TSS	TOTAL SUSPENDED SOLIDS
MGD	MILLION GALLONS PER DAY
mg/l	MILLIGRAMS PER LITRE
CCTV	CLOSED CIRCUIT TELEVISION
PPM	PARTS PER MILLION
RAS	RETURN ACTIVATED SLUDGE
WAS	WATSE ACTIVATED SLUDGE
UV	ULTRAVIOLET LIGHT



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

January 15, 2020

Prepared By: Michael R. Davies, General Manager
Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title

Discussion and Possible Action to Approve Resolution No. 2020-01 Board Administrative Policy No. 030 – "Discontinuation of Residential Water Service for Nonpayment."

Recommended Action

Approve draft Board Administrative Policy No. 030 – "Discontinuation of Residential Water Service for Nonpayment."

Executive Summary

On September 28, 2018, Senate Bill No. 998 ("SB998") becomes effective February 1, 2020. SB998 outlines the requirements for discontinuation of residential water service for nonpayment of a delinquent water account. SB998 mandates that the Town, no later than February 1, 2020, have a written Policy on discontinuation of residential water service for nonpayment, and that such policy be available in English, the languages listed in Section 1632 of the Civil Code (Spanish, Korean, Tagalog, Chinese and Vietnamese), and any other language spoken by at least 10 percent of the people residing in our service area. The Policy must be available on the Town's internet website.

The attached draft Administrative Policy No. 030 "Discontinuation of Residential Water Service for Nonpayment" complies with the policy requirements of SB998. Certified translation services of this Policy, in the five languages required in Section 1632 of the Civil Code, are included and attached.

Previous Relevant Board Actions for This Item

Attachments

Resolution No. 2020-01 Discontinuance of Water Service for Nonpayment.
Draft Administrative Policy No. 030 – "Discontinuation of Residential Water Service for Nonpayment."

AGENDA ITEM: F-1



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT**

RESOLUTION 2020-01

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY,
A CALIFORNIA COMMUNITY SERVICES DISTRICT,
ESTABLISHING A POLICY ON THE DISCONTINUATION OF
RESIDENTIAL WATER SERVICE FOR NONPAYMENT**

WHEREAS, Senate Bill No. 998 ("SB998"), approved on September 28, 2018, requires public water systems to have a Policy on the Discontinuation of Residential Water Service for Nonpayment of a delinquent water account; and

WHEREAS, SB998 becomes effective on February 1, 2020; and

WHEREAS, the Board of Directors, as the governing body of the Town of Discovery Bay Community Services District, intends full compliance with the legal requirements of SB998 to take effect on February 1, 2020; and

WHEREAS, the proposed Policy on the Discontinuation of Residential Water Service for Nonpayment, which is attached and made a part of this Resolution, is in compliance with SB998 at the time this Resolution was approved.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the Policy on Discontinuation of Residential Water Service for Nonpayment is hereby adopted and is attached and made a part of this Resolution.

SECTION 2. That this action is effective immediately.

SECTION 3. The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 15th DAY OF JANUARY 2020.

Bill Pease
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on January 15, 2020 by the following vote of the Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

Michael R. Davies
Board Secretary



Town of Discovery Bay

Program Area: Administrative	Policy Name: Discontinuation of Residential Water Service for Nonpayment	Policy Number: 030
Date Established: January 15, 2020	Date Amended: N/A	Resolution: 2020-01

I. GENERAL

The Town of Discovery Bay Community Services District (“TODB”) provides safe, accessible and affordable water to our residential customers. When nonpayment of delinquent water charges occur, termination of water service may be imposed. The TODB recognizes that in some cases, discontinuation of water service may result in tremendous hardship to those in medical need and severe economic distress.

It is the intent of the TODB that discontinuation of water service based on nonpayment of delinquent water charges be done in a fair and equitable manner and in full compliance with Senate Bill 998.

II. DISCONTINUATION OF WATER SERVICE

- A. Discontinuation of residential water service shall not occur unless payment has been delinquent for at least sixty (60) days.
- B. TODB will make good faith efforts to notify the customer named on the account by telephone or written notice no less than seven (7) business days before discontinuation of service.
- C. TODB will make every good faith effort to inform the residential occupants by written notice at least ten (10) days in advance that service will be terminated, and the residential occupants, if different from the customer, have the right under specified circumstances to become customers.

III. AVERTING SHUTOFF and RESTORATION OF WATER SERVICE

- A. Customers who desire to avert water shutoff or restore water service can discuss options by contacting staff at the Town of Discovery Bay business office during normal business days and hours. The office is located at 1800 Willow Lake Road, Discovery Bay CA 94505 or call: 925-634-1131.
 - 1. Options for discussion to avert water shutoff include:
 - a. alternative payment schedules
 - b. deferred, reduced and/or minimum payments
 - c. amortization of the unpaid balance
- B. Discontinuation of residential water service shall not occur if a primary care provider certifies that shutoff will be life threatening or pose a serious threat to the health and safety of a resident; the customer qualifies as financially unable to pay for service within the normal billing cycle; and the customer is willing to enter into an agreement for payment of the delinquent charges.

C. Customers who demonstrate a household income that is 200% of the federal poverty line and/or are a recipient of a qualifying assistance program are entitled to a statutorily set reconnection service fee and a waiver of interest charges on delinquent bills once every 12 months.

D. Customers may appeal or contest a bill by requesting an administrative hearing. The request must be made to the General Manager prior to discontinuation of service to suspend shutoff, or within ten (10) days after shutoff to appeal for restoration of water service.

IV. PROCEDURES FOR IMPLEMENTING THE PROVISIONS OF THIS POLICY

A. Procedures for the discontinuation of residential water service, averting shutoff, restoration of water service, delinquent payment options, appeal, and qualifying for medical and/or economic hardship considerations are contained with TODB Water Ordinance No.7 located on the Town website: www.todb.ca.gov

**POLÍTICA DE LA JUNTA NO. 30
DESCONTINUACIÓN DEL SERVICIO RESIDENCIAL DE AGUA
POR FALTA DE PAGO**

I. GENERAL

El Distrito de Servicios Comunitarios de la Ciudad de Discovery Bay ("TODB") proporciona agua segura, accesible y asequible a nuestros clientes residenciales. Cuando se acumulan cargos por la falta de pago, se puede imponer la suspensión del servicio de agua. El TODB reconoce que en algunos casos, la interrupción del servicio de agua puede resultar en dificultades tremendas para las personas con necesidades médicas y graves dificultades económicas.

La intención de TODB es que la interrupción del servicio de agua basada en la falta de pago se haga de manera justa y equitativa y en conformidad completa con la Ley del Senado 998.

II. DESCONTINUACIÓN DEL SERVICIO DE AGUA

- A. La interrupción del servicio residencial de agua no ocurrirá a menos que el pago haya sido atrasado por al menos sesenta (60) días.
- B. TODB hará todo esfuerzo de buena fe para notificar al cliente nombrado en la cuenta por teléfono o aviso por escrito no menos de siete (7) días laborales antes de la discontinuación del servicio.
- C. TODB hará todo el esfuerzo de buena fe para informar a los ocupantes residenciales por escrito con al menos diez (10) días de anticipación que el servicio será suspendido, y los ocupantes residenciales, si son diferentes al cliente, tienen el derecho, en circunstancias específicas, de convertirse en clientes.

III. EVITAR EL CIERRE Y LA RESTAURACIÓN DEL SERVICIO DE AGUA

- A. Los clientes que deseen evitar el cierre del agua o restablecer el servicio de agua pueden discutir las opciones comunicándose con el personal de la oficina de la ciudad de Discovery Bay durante los días y horas laborales. La oficina está ubicada en 1800 Willow Lake Road, Discovery Bay, CA 94505 o llame al: 925-634-1131.
1. Las opciones de discusión para evitar el cierre del agua incluyen:
 - a. plazos de pago alternativos
 - b. pagos diferidos, reducidos y/o mínimos
 - c. amortización del balance impago.
- B. Esta interrupción del servicio de agua residencial no se producirá si un proveedor de atención primaria certifica que el cierre será potencialmente mortal o representará una amenaza grave para la salud y la seguridad de un residente; el cliente califica como financieramente incapaz de pagar por el servicio dentro del ciclo de facturación normal; y el cliente está dispuesto a firmar un acuerdo para el pago de los cargos atrasados.
- C. Los clientes que comprueban un ingreso familiar que sea el 200% de la línea de pobreza federal y/o que reciban un programa de asistencia tienen derecho a una tarifa de servicio de reconexión establecida por ley y una exención de los cargos por intereses sobre facturas atrasadas una vez cada 12 meses.
- D. Los clientes pueden apelar o rebatir una factura solicitando una audiencia administrativa. La solicitud debe hacerse al Gerente General antes de la suspensión del servicio para cancelar la suspensión, o dentro de los diez (10) días después de la suspensión para solicitar la restauración del servicio de agua.

IV. PROCEDIMIENTOS PARA LA IMPLEMENTACIÓN DE LAS DISPOSICIONES DE ESTA POLÍTICA

- A. Los procedimientos para la interrupción del servicio de agua residencial, la prevención del cierre, la restauración del servicio de agua, las opciones de pagos atrasados, la apelación y la calificación para consideraciones médicas y/o económicas están bajo la Ordenanza de Agua de TODB No.7 que se encuentra en el sitio web de la ciudad: www.todb.ca.gov

委员会第 30 号政策
由于未付款而中断居民用水供应

I. 综述

愉景湾镇 (Town of Discovery Bay) 社区服务区 (“TODB”) 向居民提供安全的、可以获得的、用得起的水源。拖欠水费时可能会造成停水。TODB 知道有时候停水可能会给有医疗需要的人和经济状况糟糕的人带来很大的困难。

TODB 对于拖欠水费时，希望实现公平停水并遵守参议院第 998 号法案。

II. 停止供水服务

- A. 如果居民未出现至少拖欠水费 60 天的情形，不应停止向居民提供供水服务。
- B. TODB 将本着真诚，至少在停止服务之前 7 个工作日用电话或书面通知的形式通知账户上指明的客户。
- C. TODB 将本着真诚，至少在将要终止供水服务之前 10 天用书面通知的形式通知居民。如果不是客户，有权按照规定的情况成为客户。

III. 避免停水和恢复供水

A. 希望避免停水或希望恢复供水的客户可以在正常工作日和工作时间联系 Town of Discovery Bay 业务办公室的人员讨论都有哪些选择。办公室地址：1800 Willow Lake Road, Discovery Bay CA 94505，也可以通过电话联系，电话号码：925-634-1131。

- 1. 为了避免停水而讨论的选择有：
 - a. 其他付款时间表
 - b. 推迟付款、减少付款额以及/或最低付款
 - c. 分摊未付款的余额

B. 如果主要的护理提供商证明停水将会威胁居民的生命或严重威胁居民的健康和安全，或客户经济困难不能在正常的收费周期支付水费，或客户愿意针对支付拖欠的水费达成协议，此时，不能停止居民的供水。

C. 客户家庭收入为联邦贫困线的二倍和/或客户属于有资格获得援助项目的人员，此时，客户有权支付法定的恢复通水费用，并每 12 个月被免除一次拖欠水费的利息。

D. 客户可以请求举行行政管理听证会对账单进行申诉或抗议，请求要在停止服务之前向总经理提出以暂停断供，或在停水后 10 天内恳请恢复供水。

IV. 本政策的规定的实施过程

A. 有关中断居民供水服务、避免断供、恢复供水、拖欠付款的选择、申诉、医疗因素以及/或经济因素考虑等的程序，见 TODB 在镇网站 (www.todb.ca.gov) 上发布的第 7 号水令。

**PATAKARANG PANG-30 NG LUPON
PAGPUTOL NG SERBISYO NG TUBIG NG MGA RESIDENTE
DAHIL SA HINDI PAGBABAYAD**

I. PANGKALAHATAN

Ang Town of Discovery Bay Community Services District ("TODB") ay nagbibigay ng ligtas, madaling maa-access at abot-kayang tubig sa aming mga kostumer na mga residente. Kapag nagkaroon ng hindi binabayaranang delingkuwenteng account sa tubig, maaaring ipataw ang pagpuputol ng serbisyo ng tubig. Kinikilala ng TODB na sa ilang mga pagkakataon, ang pagputol ng serbisyo ng tubig ay maaaring magresulta sa matinding hirap sa mga nangangailangan ng medikal at sa kagipitan sa malalang ekonomiya.

Layunin ng TODB na gawing patas at pantay ang paraan at ganap ang pagsunod sa batas bilang 998 ng Senado ang pagputol ng serbisyo ng tubig dahil sa hindi pagbabayad ng mga delingkuwenteng halaga sa tubig.

II. PAGPUTOL NG SERBISYO NG TUBIG

- A. Ang pagputol ng serbisyo ng tubig sa mga residente ay hindi dapat mangyari maliban kung ang pagbabayad ay delingkuwente na nang hindi bababa sa animnapung (60) araw.
- B. Ang TODB ay gagawa ng pagsisikap na walang masamang hangarin na ipaalam sa kostumer na nakapangalan sa account sa pamamagitan ng telepono o nakasulat na abiso nang hindi bababa sa pitong (7) araw na may trabaho bago putulin ang serbisyo.
- C. Gagawin ng TODB ang bawat mabuting pagsisikap na walang masamang hangarin na ipaalam sa mga residenteng naninirahan sa pamamagitan ng nakasulat na abiso na hindi bababa sa sampung (10) araw na maaga bago putulin ang serbisyo, at ang mga residenteng naninirahan, kung iba sa kostumer, ay may karapatan sa ilalim ng tinukoy na mga pagkakataon na maging mga kostumer.

III. PAG-IWAS SA PAGPUTOL at PAGBABALIK NG SERBISYO NG TUBIG

- A. Ang mga kustomer na nagnanais na maiwasan ang pagputol ng tubig o pagbabalik ng serbisyo ng tubig ay maaaring talakayin ang mga pagpipilian na maaaring gawin sa pamamagitan ng pakikipag-ugnay sa mga kawani ng tanggapan ng negosyo ng Town of Discovery Bay sa normal na mga araw at oras ng may trabaho. Ang tanggapan ay nasa 1800 Willow Lake Road, Discovery Bay CA 94505 o tumawag sa: 925-634-1131.
1. Ang mga opsyon para talakayin ang pag-iwas sa pagputol:
- a. alternatibong iskedyul ng pagbabayad
 - b. pagpapaliban, pagbawas at/o mga minimum na bayad
 - c. pagbabayad nang hindi bayad na balanse
- B. Ang pagputol ng serbisyo ng tubig ng mga residente ay hindi magaganap kung ang isang pangunahing tagapagkaloob ng pangangalaga ay nagpapatunay na ang pagputol nito ay magiging banta sa buhay o magdudulot ng isang matinding banta sa kalusugan at kaligtasan ng isang residente; kwalipikado ang kostumer bilang isang walang kakayahang magbayad para sa serbisyo sa loob ng normal na siklo ng bayarin; at ang kostumer ay handang pumasok sa isang kasunduan para sa pagbabayad ng mga delingkuwenteng halaga.
- C. Ang mga kostumer na nagpapakita ng kita ng sambahayan na 200% ng pederal na lebel ng kahirapan at/o isang tumatanggap ng isang programa ng tulong para sa mga kwalipikado ay karapat-dapat sa isang ligal na itinakdang halaga upang maibalik ang serbisyo at isang pagtatanggal ng mga singil sa interes sa mga delingkuwenteng halaga minsan sa bawat 12 buwan.
- D. Ang mga kostumer ay maaaring mag-apela o ireklamo ang isang bayarin sa pamamagitan ng paghingi ng administratibong pagdinig. Ang paghiling ay dapat gawin sa Pangkalahatang Tagapamahala bago putulin ang serbisyo upang suspindihin ang pagputol, o sa loob ng sampung (10) araw pagkatapos ng pagputol upang mag-apela para sa pagbabalik ng serbisyo sa tubig.

IV. PROSESO PARA SA PAGSASAGAWA NG MGA PROBISYON NG PATAKARANG ITO

- A. Ang mga proseso para sa pagputol ng serbisyo ng tubig ng mga residente, pag-iwas sa pagputol, pagbabalik ng serbisyo ng tubig, mga opsyon sa pagbabayad ng delingkuwenteng bayarin, apela, at pagiging kwalipikado sa mga medikal at/o sa kagipitan sa malalang ekonomiya ay nasa Ordinansa 7 ng Tubig ng TODB na matatagpuan sa website ng Town na: www.todb.ca.gov

**CHÍNH SÁCH HỘI ĐỒNG SỐ 30
CÚP NƯỚC SINH HOẠT VÌ LÝ DO
KHÔNG THANH TOÁN**

I. TỔNG QUAN

Cơ quan Khu vực về Dịch vụ Cộng đồng Thị trấn Discovery Bay (Town of Discovery Bay, hoặc TODB) chuyên cung cấp dịch nước sinh hoạt an toàn, dễ tiếp cận và giá cả phải chăng cho khách hàng dân cư của chúng tôi. Việc không thanh toán các khoản phí nước quá hạn có thể dẫn đến tình trạng khách hàng bị cúp nước. TODB hiểu rằng trong một số trường hợp, cúp nước có thể gây ra khó khăn rất lớn cho những người có nhu cầu về mặt y tế và hoàn cảnh kinh tế ngặt nghèo.

TODB muốn thực hiện việc cúp nước vì lý do khách hàng không thanh toán tiền nước một cách công bằng, hợp lý và hoàn toàn tuân thủ Dự luật Thượng viện 998.

II. CÚP NƯỚC

- A. Khách hàng sẽ không bị cúp nước sinh hoạt trừ khi không thanh toán tiền nước sau ít nhất sáu mươi (60) ngày.
- B. TODB sẽ thực sự cố gắng để thông báo cho khách hàng đứng tên trên trương mục qua điện thoại hoặc bằng văn bản không dưới bảy (7) ngày làm việc trước ngày thực hiện việc cúp nước.
- C. TODB sẽ thực sự cố gắng để thông báo bằng văn bản cho những người đang cư ngụ tại địa chỉ cấp nước trước ít nhất mười (10) ngày rằng họ sắp bị cúp nước, và nếu người cư ngụ không phải là khách hàng, rằng họ có quyền được trở thành khách hàng trong một số trường hợp nhất định.

III. TRÁNH TÌNH TRẠNG CÚP NƯỚC và KẾT NỐI LẠI DỊCH VỤ NƯỚC

- A. Khách hàng nào muốn ngăn chặn tình trạng cúp nước hoặc kết nối lại dịch vụ nước có thể thảo luận về các lựa chọn có sẵn bằng cách liên hệ với nhân viên văn phòng kinh doanh của Thị trấn Discovery Bay trong những ngày và giờ làm việc bình thường. Địa chỉ văn phòng: 1800 Willow Lake Road, Discovery Bay CA 94505, hoặc gọi: 925-634-1131.
 - 1. Các lựa chọn để thảo luận nhằm tránh tình trạng cúp nước:
 - a. lịch thanh toán thay thế
 - b. trả chậm, giảm và/hoặc thanh toán theo mức tối thiểu
 - c. khấu hao khoản tiền chưa thanh toán
- B. Tình trạng cúp nước sinh hoạt sẽ không xảy ra nếu khách hàng xuất trình chứng thư từ bác sĩ gia đình, chứng nhận rằng việc cúp nước sẽ đe dọa đến tính mạng hoặc đe dọa nghiêm trọng đến sức khỏe và sự an toàn của cư dân; khách hàng đủ điều kiện để được xem là không đủ khả năng tài chính để thanh toán tiền nước theo chu kỳ thanh toán thông thường; và khách hàng sẵn sàng ký thỏa thuận để thanh toán các khoản phí quá hạn.
- C. Khách hàng nào chứng minh được rằng thu nhập hộ gia đình của họ là 200% chuẩn nghèo liên bang và/hoặc họ đang hưởng một loại trợ cấp đủ điều kiện sẽ được hưởng mức phí tái kết nối dịch vụ theo luật định và sẽ được miễn lãi suất cho các hóa đơn quá hạn cứ sau 12 tháng.
- D. Khách hàng có thể khiếu nại hoặc tranh chấp hóa đơn bằng cách yêu cầu được điều trần hành chính. Yêu cầu điều trần phải được gửi đến văn phòng Tổng Giám đốc trước ngày dự định cúp nước hoặc trong vòng mười (10) ngày sau ngày cúp nước để khiếu nại và xin kết nối lại dịch vụ nước.

IV. THỦ TỤC THỰC HIỆN CÁC QUY ĐỊNH CỦA CHÍNH SÁCH NÀY

- A. Các thủ tục về cúp nước sinh hoạt, ngăn chặn tình trạng cúp nước, kết nối lại dịch vụ nước, lựa chọn về thanh toán tiền nước quá hạn, khiếu nại, và xin cứu xét do đang trong hoàn cảnh khó khăn về y tế và/hoặc kinh tế đều được nêu rõ trong Sắc lệnh Số 7 của TODB trên trang web của Thị trấn: www.todb.ca.gov

Vietnamese

보드 정책 번호 30
납부금 연체로 인한 거주지 수도 서비스
중단

I. 일반

디스커버리 베이 타운 지역사회 서비스 구역 ("TODB")은 주민 고객에게 안전하고 접근 가능하며 저렴한 수도를 제공합니다. 연체된 수도 요금이 미납될 경우 수도 서비스가 종료될 수 있습니다. TODB는 경우에 따라 수도 공급이 중단되면 의료 치료가 필요하고 심각한 경제적 곤란을 겪는 사람들이 엄청난 어려움을 겪을 수 있음을 알고 있습니다.

TODB는 연체된 수도 요금의 미납에 따른 수도 서비스 중단을 상원 법안 998을 온전히 준수하여 공정하고 공평한 방식으로 실시하고자 합니다.

II. 수도 서비스 중단

- A. 적어도 60일 동안 납부가 연체되지 않는 한, 주거용 수도 서비스의 중단은 발생하지 않습니다.
- B. TODB는 서비스가 중단되기 7일 (영업일 기준) 전에 전화 또는 서면 통지로 계정에 명명된 고객에게 알리기 위해 성실히 노력할 것입니다.
- C. TODB는 서비스가 중단되기 최소 10일 전에 서면 통지로 거주자에게 알리기 위해 모든 선의의 노력을 다할 것이며, 거주자가 고객과 다른 경우 거주자는 특정 상황에서 고객이 될 권리가 있습니다.

III. 수도 공급 중단 방지 및 복원

A. 수도 차단을 방지하거나 용수 서비스를 복구하려는 고객은 일반적인 업무 일과 시간에 Town of Discovery Bay 영업소 직원에게 연락하여 옵션에 대해 논의하시기 바랍니다. 사무실은 1800 Willow Lake Road, Discovery Bay CA 94505에 있습니다. 혹은 다음으로 전화하십시오. 925-634-1131,

- 1 수도 차단을 막기 위한 논의의 옵션은 다음과 같습니다.
 - 가. 대안적 납부 일정
 - 나. 납부 지연, 감액 및 / 또는 최소액 납부
 - 다. 미납액 감액

B. 1차 진료 제공자가 차단이 거주자의 생명을 위협하거나 그 건강과 안전에 심각한 위협이 될 것임을 인증하는 경우; 고객이 정상적인 납부기간 내에 재정적으로 납부할 수 없는 것이 증명되는 경우; 고객이 연체료 지불에 대한 계약을 기꺼이 체결하려는 경우에는 주거용 수도 공급 중단이 발생하지 않습니다.

C. 연방 빈곤선의 200%에 해당하는 가계 소득을 증명하거나 자격을 갖춘 지원 프로그램을 받는 고객은 법정 재 연결 서비스 요금과 12개월마다 한 번 연체 청구서에 대한 이자 비용 면제를 받을 권리가 있습니다.

D. 고객은 행정 청문회를 요청하여 요금청구서에 대해 이의를 제기하거나 항의할 수 있습니다. 중단을 미루려면 서비스 중단 전에, 수도 서비스 복원을 요청하려면 중단 후 10일 이내에 총괄 관리자에게 요청해야 합니다.

IV. 이 정책 조항의 구현 절차

A. 주거용 수도 서비스 중단, 차단 방지, 수도 서비스 복원, 연체 납부 옵션, 항소 및 의료 및 / 또는 경제적 어려움 고려 사항에 대한 절차가 타운 웹 사이트의 TODB Water Ordinance No.7에 있습니다. www.todb.ca.gov



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

January 15, 2020

Prepared By: Michael R. Davies, General Manager
Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title

Proposal to Amend Ordinance No. 7 – An Ordinance of the Board of Directors of the Town of Discovery Bay, A California Community Services District, Amending Ordinance No. 7 Water Regulations and Service Ordinance.

Recommended Action

The Board introduce amendments to Ordinance No. 7 "Water Regulations and Service Ordinance" as drafted, waive its full reading, and set the Public Hearing for Adoption of Draft Ordinance No. 7 at the Board's regular meeting on February 5, 2020.

Executive Summary

On January 17, 2001, the Town's Board of Directors adopted Ordinance No. 7 establishing a water ordinance throughout Discovery Bay. From time to time, Town Ordinances are reviewed for the purpose of correcting, updating and ensuring compliance with evolving law. The last update/amendment to Ordinance No. 7 was on March 21, 2018.

A revised and updated draft amendment to Ordinance No. 7 is being introduced to the Board this date. The significant updates/amendments focus on eliminating provisions related to Application for Water Service security deposits and credit worthiness requirements; strengthening customer appeal procedures; and adding provisions to comply with Senate Bill 998 – "Discontinuation of Residential Water Service for Nonpayment." A summary of Draft Ordinance No. 7 will be published in the newspaper at least 5-days prior to the next Board Meeting on February 5, 2020.

Current Ordinance No.7 and Draft Amended Ordinance No.7 are attached for comparison. Some of the more significant changes have been highlighted in yellow on the proposed draft for easy reference.

If adopted by the Board at a Public Hearing on February 5th, Amended Ordinance No.7 will become effective thirty days later.

Fiscal Impact:

Amount Requested \$ N/A

Sufficient Budgeted Funds Available?: (If no, see attached fiscal analysis)

Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# Fund#

Previous Relevant Board Actions for This Item

January 17, 2001 – Adoption of Ordinance No. 7
March 21, 2018 - Adoption of Amended Ordinance No. 7

Attachments

Amended Ordinance No. 7 as Adopted on March 21, 2018.
Draft Amended Ordinance No. 7.

AGENDA ITEM: F-2



TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
ORDINANCE NO. 7

AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY,
A CALIFORNIA COMMUNITY SERVICES DISTRICT,
AMENDING ORDINANCE NO. 07 WATER REGULATIONS AND SERVICE ORDINANCE

BE IT ORDAINED that the Board of Directors of the Town of Discovery Bay Community Services District, hereby amends Ordinance No.7 Water Regulations and Service Ordinance to read as follows:

SECTION 1 GENERAL PROVISION

- 1.01. Short Title. This Ordinance shall be known and may be cited as Town of Discovery Bay Community Services District ("TODBCSD" or "District") Water Regulations and Service Ordinance ("Ordinance").
- 1.02. Purpose. This Ordinance is intended to provide rules and regulations applicable to the provision of Water by the District. It is the intent of the TODBCSD Board of Directors to establish procedures and policies necessary to the orderly administration of a Water conservation program to prohibit Waste and to restrict the use of Water during a Water shortage emergency.
- 1.03. Enabling Statutes. This Ordinance is adopted pursuant to the authority granted in California Government Code Sections 61000 *et. seq.*
- 1.04. Application. The provisions of this Ordinance shall apply to all Customers using Water within the boundaries of TODBCSD or using Water provided by TODBCSD.
- 1.05. Enterprise. The District will furnish and or make available a system, plant, works, and undertaking used for and useful in the delivery of potable Water for the District's service area, including all annexations thereto, lands, easements, rights in land, contract rights, and franchises.
- 1.06. Separability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any Person or circumstances are for any reason held to be unconstitutional or invalid by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or the application of such provision to other Persons or circumstances. The Governing Body hereby declares that it would have passed this Ordinance or any section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more section, subsection, sentences, and clauses or phrases are declared to be unconstitutional.
- 1.07. Words and Phrases. For the purpose of this Ordinance all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.

- 1.08. Means of Enforcement. The District hereby declares that the procedures contained herein are established as a means of enforcement of the terms and conditions of its ordinances, rules, and regulations.
- 1.09. Notices. Whenever a notice is required to be given under this Ordinance, unless different provisions are specifically made herein, such notice may be made either by personal delivery thereof to the Person to be notified or by deposit in the US Mail in a sealed envelope, postage prepaid, addressed to such Person at his or her last known business or residence address as the name appears on public records or other records pertaining to the matter to which the notice is directed. Service by mail shall be deemed to have been completed at the time of deposit in the post office.
- Proof of giving any notice may be made by the certificate of any officer or employee of the District or by affidavit of any Person over the age of eighteen years, which shows service in conformity with this Ordinance or other provisions of law applicable to the subject matter concerned.
- 1.10. Effect of Heading. The title, division, or section headings contained in this Ordinance shall not be deemed to govern, limit, or modify in any manner, the scope, meaning, or intent of any section or subsection of this Ordinance.
- 1.11. Ruling Final. All Rulings of the District shall be final. All rulings of the General Manager shall be final, unless appealed in writing to the Board within 3 days of the General Manager's decision in accordance with Section 31 of this Ordinance. When appealed, the Board's ruling shall be final.
- 1.12. Conflict in Provisions. In the event that the provisions of this Ordinance conflict with any code ordinance or regulation of the District the provisions of this Ordinance shall govern. In the event any provision of this Ordinance conflicts with a preemptive provision of State law, this Ordinance shall be interpreted and applied in conformity with State law.

SECTION 2 DEFINITIONS

The following words when used in any provision of this Ordinance shall be construed to have the following meaning:

- 2.01. Applicant. The Person making application hereunder and who shall be the Owner of the Premises involved, or his or her authorized agents, so authorized in writing to the TODBCSD.
- 2.02. Board or Board of Directors. The Board of Directors of TODBCSD.
- 2.03. Connection. The pipe line and appurtenant facilities such as the curb stop, meter, and meter box, all used to extend Water service from the Main to the Premises, the laying thereof and the tapping of the Main. Where services are divided at the curb or property line to serve several Customers each such branch service shall be deemed a separate service.
- 2.04. Cost. The cost of labor, materials, transportation, supervision, engineering, and all other necessary overhead expenses.
- 2.05. County. The County of Contra Costa, California.
- 2.06. Cross Connection. Any actual or potential Connection between TODBCSD's or consumer's potable piping system and any other source or piping system through which it is possible to introduce into any part of the potable piping system any untreated water,

used water, industrial fluid, gas or substance other than the potable water with which the piping system is supplied. By-pass arrangements, jumper connections, removal sections, swivel or changeover devices, or other devices through which backflow could occur, shall be considered to be cross-connections.

- 2.07. Customer. Any Person, Entity, firm, partnership, business, corporation, district or governmental agency that receives Water from TODBCSD.
- 2.08. District. Town of Discovery Bay, a Community Services District formed under the provisions of California Government Code §§ 61000 et seq., within Contra Costa County, California.
- 2.09. District Engineer. A Person or firm appointed by the Board of Directors to act as an engineer of the District; in the absence of any specific description, the General Manager shall act as the Engineer.
- 2.10. Facility/Capacity Charges. Charges determined in accordance with Government Code §§ 61000 et seq. or §§ 66000, et seq., or any successor statutes to pay for the facilities of the District.
- 2.11. General Manager. The General Manager of TODBCSD or the General Manager's designee.
- 2.12. Governing Body. The Board of Directors of the Town of Discovery Bay.
- 2.13. Main. A Water line in a street, highway, alley, or easement used for public and private fire protection and for general distribution of Water.
- 2.14. On-site fire protection facilities. Privately-owned fire protection facilities installed on private property in accordance with the provisions of this code, whether installed before or after the effective date of this Ordinance.
- 2.15. Owner. The Person owning in fee title, or in whose name the legal title to the property appears, by deed duly recorded in the County Recorder's office, or the Person in possession of the property or buildings under claim of, or exercising acts of ownership over same for himself, or as executor, administrator, guardian, or trustee of the Owner.
- 2.16. Permit. Any written authorization required pursuant to this or any other regulation of the District.
- 2.17. Person or Entity. Any individual, company, partnership, agency or other public or private Entity.
- 2.18. Premises. A lot or parcel of real property under one ownership, except where there are well defined boundaries or partitions such as fences, hedges, or other restrictions preventing the common use of the property by several tenants, in which case each portion shall be deemed separate Premises. Apartment houses and office building may be classified as single Premises.
- 2.19. Private Fire Hydrant. A fire hydrant that is owned and maintained by a party other than TODBCSD and is not located in a TODBCSD right-of-way or other TODBCSD property.
- 2.20. Private Water Line. A Water pipeline that is owned and maintained by a party other than the TODBCSD, beyond TODBCSD's point of service.
- 2.21. Public Fire Hydrant. A fire hydrant that is owned and maintained by TODBCSD.
- 2.22. Public Water Line. The part of the Water Distribution System that is owned by TODBCSD.

- 2.23. Regular Water Service. Water service and facilities rendered for normal domestic, commercial, and industrial purposes on a permanent basis, and the Water available therefor.
- 2.24. Residential. Any single-family unit, any duplex, or triplex family unit not requiring licensing for occupancy and operation.
- 2.25. TODBCSD. An abbreviation for Town of Discovery Bay Community Services District.
- 2.26. Temporary Water Service. The provision of Water for a period of twelve (12) months or less.
- 2.27. Waste. Shall mean any unreasonable or non-beneficial use of Water, or any unreasonable method of use of Water, including, but not limited to; the use of Water for any purpose which allows flooding or runoff in gutters, bodies of United States waters, driveways, streets or adjacent lands; the use of Water in violation of any of the specific uses prohibited and restricted by this Ordinance as hereinafter set forth; or the use of Water in violation of any other Ordinance or Resolution of the District either in effect at this time or as hereinafter adopted.
- 2.28. Water. Water supplied by TODBCSD to Customers within its jurisdiction.
- 2.29. Water Distribution System. All pipes, transmission and distribution Mains and other facilities owned or operated by TODBCSD to supply, provide or deliver Water to its Customers.
- 2.30. Water Service Connection. The connection of a meter or service to the District system, the installation of a meter or service. A Water Service Connection occurs at the time that a tap, pipe, or other means of taking Water is physically attached to the TODBCSD Water Distribution System in a manner capable of taking Water from the distribution system. The Water Service Connection includes the stop/valve at the distribution Main, the Water Meter, the curb stop on a metered Water service and pressure reducing valve (PRV) if applicable.
- 2.31. Water Meter. A Water Meter provided by TODBCSD that is installed by TODBCSD on a Water Service Connection or a fire hydrant in a manner that measures the volume of all Water taken from the TODBCSD Water Distribution System through that Water Service Connection or hydrant.

SECTION 3 GENERAL RULES

- 3.01. The Governing Body may, from time to time, adopt standard requirements for the design, construction, repair and maintenance, or connection to the TODBCSD Water Distribution System.
- 3.02. No unauthorized Person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, repaint, remove fire hydrant caps or tamper with any structure, appurtenance, or equipment which is part of the District's Water Distribution System. Any Person violating this provision shall be subject to the penalties provided by the TODBCSD and or by law.
- 3.03. The General Manager and any other duly authorized representative/employee of the TODBCSD shall carry evidence establishing his or her position as an authorized representative of the TODBCSD and upon exhibiting the proper credentials and identifications shall be permitted to enter in and upon any and all building, industrial facilities, and properties to which the TODBCSD is furnishing Water or has been

requested to furnish Water for the purpose of inspection, observation, measurement, sampling, testing, or otherwise performing such duties as may be necessary in the enforcement of the provisions of the Ordinances, resolutions, rules, and regulations of the TODBCSD pursuant to the authorization contained in the required application for Water service.

- 3.04. As an alternative method of enforcing the provisions of this or any other ordinance, resolution, rule, or regulation of the TODBCSD, the TODBCSD shall have the power to disconnect the user or subdivision Water service from the Water Mains of the TODBCSD. Upon disconnection, the General Manager shall estimate the cost of disconnection and reconnection before user is reconnected to the Water Distribution System.
- 3.05. The Applicant may apply for as many Water Service Connections as may be reasonably required for his or her Premises provided that the pipe line system for each Water Service Connection be independent of the others and they not be interconnected.
- 3.06. All facilities installed by the TODBCSD on private property for the purpose of rendering Water service shall remain the property of the TODBCSD and may be maintained, repaired, or replaced by the TODBCSD without consent or interference of the Owner or occupant of the Premises. The Owner shall use reasonable care in the protection of the facilities.
- 3.07. All Persons or Entities are forbidden to attach any ground-wire or wires to any plumbing, which is or may be connected to a Water Service Connection or Main belonging to the TODBCSD. The TODBCSD will hold the Customer liable for any damage to its property occasioned by such ground-wire attachments.
- 3.08. The Customer shall provide a valve on his or her side of the Water Service Connection, as close to the Meter location as practicable, to control the flow of water to the piping on his or her Premises. The Customer shall not use the Water Service Connection to turn Water on and off for his or her convenience.
- 3.09. Water service may be refused or discontinued to any Premises where apparatus or appliances are in use which might endanger or disturb the service to other Customers.
- 3.10. Service may be discontinued if necessary to protect TODBCSD against fraud or abuse.
- 3.11. TODBCSD shall not be liable for damage, which may result from an interruption in service from a cause beyond the control of the TODBCSD.
- 3.12. The TODBCSD's jurisdiction and responsibility ends at the property line and the TODBCSD will in no case be liable for or assume any responsibility for damages occasioned by Water running from the Customer's open or faulty fixtures, or from broken or damaged pipes inside the property line.

SECTION 4 WATER SERVICE CONNECTIONS

- 4.01. Each parcel shall have a separate Water Service Connection and Water Meter and only one (1) Water Service Connection and Water Meter will be allowed for each parcel unless otherwise determined by the General Manager. All Water service lines shall be constructed and installed in accordance with standards for construction and installation of Public Water Lines as determined by the General Manager. Service connection sizes shall be determined by the General Manager.

- 4.02. When a lot split or lot line adjustment occurs which results in no Water Service Connection to a parcel, a Water Service Connection shall be provided at the Customer's expense. When a lot merger or lot line adjustment occurs which results in multiple Water Service Connections to a parcel, the excess Water Service Connection(s) shall be removed at the Customer's expense, if required by the General Manager.
- 4.03. To be eligible for Water service, the property to which service is to be extended must abut a dedicated public easement or a TODBCSD right-of-way in which a distribution Main is constructed at a point immediately adjacent to the property, unless the General Manager authorizes the extension of a distribution Main. Any Water connection service and service lines after January 1, 2018 shall not cross another parcel without the party making the request first obtaining any and all rights-of-way, easements or any other approvals necessary to do so.
- 4.04. The General Manager may authorize Water service for land locked parcels provided that the Customer obtains recorded private easements from the affected Owner(s) and all other applicable legal requirements are fulfilled. Private easements must abut a distribution Main in a dedicated public easement or TODBCSD right-of-way. Water service lines constructed in private easements are Private Water Lines, and TODBCSD shall have no responsibility for the maintenance and repair of such lines.
- 4.05. All Water Service Connections are subject to fees and charges as adopted by resolution or ordinance from time to time by the Board of Directors. Such fees or charges shall be due and paid before any work is commenced, unless otherwise provided by the Board of Directors.

SECTION 5 RELOCATION OF SERVICE CONNECTION

- 5.01. A service connection may be relocated by TODBCSD at a Customer's request provided the relocation, in the judgment of the General Manager, is not detrimental to the TODBCSD Water Distribution System. Such relocation shall include any modifications necessary to comply with then-current service connection standards or requirements as set forth by the General Manager, and the Cost of the relocation shall be borne by the Customer. The Customer shall first obtain a Permit and pay the estimated Cost of the relocation, as determined by the General Manager, prior to the relocation work being done. The original service connection shall be abandoned or removed at the Customer's expense in accordance with TODBCSD standards determined by the General Manager.
- 5.02. Where a service connection is relocated for the convenience of TODBCSD, the relocation shall be at the expense of TODBCSD.

SECTION 6 NO TODBCSD RESPONSIBILITY BEYOND POINT OF SERVICE

- 6.01. TODBCSD's responsibility to operate, maintain and repair Public Water Lines shall extend only to the point of the Water Service Connection to the public Water Main distribution line. The operation, maintenance and repair of any Private Water Line connected to this point of service shall be the Customer's sole responsibility. The Customer shall indemnify and hold harmless TODBCSD, its officers and employees from any claims, actions, costs (including attorney fees), damages or other liability resulting or arising from the condition, operation, maintenance or repair of said Private Water Line.

SECTION 7 PRIVATE WATER LINES

- 7.01. Private Water Lines serving two (2) or more buildings or structures located on the same parcel, even if not maintained by TODBCSD, shall be constructed and installed to meet the standards for construction and installation of Public Water Lines as determined by the General Manager.

SECTION 8 APPLICATION FOR WATER SERVICE

- 8.01. The property Owner or his or her agent, designated in writing, shall make application for regular Water service by personally signing an "Application For Water Service/Connection" form provided by TODBCSD and pay the necessary charge for connection to the TODBCSD facilities, as prescribed by the Board by resolution from time to time. All Applicants for service connections or Water service shall be required to accept conditions of pressure and service as are provided by the distributing system at the location of the proposed service connection, and to hold the TODBCSD harmless for any damages arising out of low pressure or high pressure conditions or interruptions of service.
- 8.02. Water service to other than property Owners shall be made as follows:
 - 8.02.01. If a property Owner rents to the Premises to a tenant, the property Owner may have the bill for Water services sent to the tenant upon the property Owner completing a form provided by the TODBCSD acknowledging the property Owner's liability for the charges and the intent that the bill be sent to the tenant.
- 8.03. Security deposits are as follows:
 - 8.03.01. Residential – A security deposit for a single family Residential unit shall be required except upon the determination by the TODBCSD that the Applicant is credit worthy. The determination of credit worthiness shall be upon criteria established by the Board, and may be appealed in writing to the Board within five days of the General Manager's decision. Appeals shall be processed in accordance with Section 31 of this Ordinance.
 - 8.03.02. Commercial – A security deposit for each commercial, retail unit, or a multi-unit complex shall be deposited at the time application is made.
 - 8.03.03. The security deposit shall be paid by the Applicant as a condition of establishment of new Residential or commercial service, or as a condition of reinstating service after disconnection due to failure to pay the account when due. Prior to initiation of new service or reinstatement of prior service, all charges and deposits shall be paid in full.
- 8.04. Upon discontinuance of service, the security deposit shall be applied to reduce any unpaid charges outstanding on the Customer's account. Any remaining funds shall be refunded to the Applicant.
- 8.05. An application shall not be honored unless all other accounts with the TODBCSD by that Applicant have been paid in full by the Applicant and there are no delinquent accounts by the Applicant. The security deposit set forth in Section 8.03 of this Ordinance shall accompany any application for reinstatement of service.

SECTION 9 APPLICATION FOR AND INSTALLATION OF DISTRIBUTION LINE

- 9.01. General Water distribution lines may be made within TODBCSD as follows:
 - 9.01.01. Subdivisions. See Section 10.
 - 9.01.02. Annexations. See Section 11.
 - 9.01.03. Owners of property desiring the TODBCSD to install the distribution line of one or more Water Mains to serve such property shall deposit with the TODBCSD the estimated Cost per foot for all frontage to be benefitted from said distribution line as determined by the TODBCSD.
- 9.02. The following rules shall be adhered to when making application for distribution lines:
 - 9.02.01. Any Owner of one or more lots or parcels of land, or subdivider of a tract of land, desiring a distribution line for one or more Water Main distribution lines to service such property shall make a written application therefor to the TODBCSD. Said application shall contain the legal description of the property to be served and tract number thereof, and any additional information which may be required by the TODBCSD. Said application shall also be accompanied by a map showing the location of the proposed connections. Plans and specifications should be submitted to TODB for their approval.
 - 9.02.02. Upon receipt of the application, the General Manager shall make an investigation and survey of the proposed extension and shall report his or her findings to the Board, including, if possible a report from the District Engineer.
 - 9.02.03. The Board shall thereupon consider said application and report; and, after such consideration, reject or approve it.
 - 9.02.04. All Main distribution lines thus provided for, in accordance with these regulations, shall be offered for dedication to the TODBCSD and, upon acceptance of the dedication by the TODBCSD, shall become and remain the property of the TODBCSD.
 - 9.02.05. No dead-end lines shall be permitted except at the discretion of the TODBCSD and, in cases where circulation lines are necessary, shall be designed and installed as part of the Cost of the Main distribution line. Any dead-end line permitted shall have a flush-out device or fire hydrant, determined by TODBCSD, provided by the Applicant at his/her expense.
- 9.03. At the time of laying out and subdividing or re-subdividing any tract or parcel of land within the TODBCSD, the Owners of said tract or parcel of land shall, at their own expense, provide for such Water Main distribution lines, valves, fire hydrants, services, and appurtenances as may be necessary for the distribution of Water to each lot, piece, or parcel of land. The service shall be carried to the lot line and clearly marked on the street curb with a "W". When installed, such Main distribution lines, valves, fire hydrants, services, and appurtenances shall be offered for dedication to the TODBCSD and, upon acceptance by the TODBCSD shall become the property of the TODBCSD. The Owners shall provide to the TODBCSD detailed as-built drawings signed by a registered civil engineer, and a digital file in AutoCAD format, or electronic format of TODBCSD's choice, of the Water system shall be supplied to the TODBCSD.
- 9.04. The size, type, and quality of materials and location of the Main distribution lines, fire hydrants, and valves shall be specified by the TODBCSD and the actual construction shall be done by a contractor acceptable to the TODBCSD in accordance with the

TODBCSD's Master Plan and specifications, and supervised and inspected by the TODBCSD. Current inspection fees shall apply, which are established by resolution or ordinance of the Board from time to time and deposited with the TODBCSD prior to construction approval. Nothing herein is intended to make the contractor an employee or agent of the TODBCSD.

- 9.05. In the event the TODBCSD elects to install Main distribution lines of greater size than shall be adequate to supply any new subdivision with Water and fire protection, as determined by the TODBCSD, the Owner or Owners of the proposed subdivision shall not be required to pay more than the Cost of Main distribution lines which, in the opinion of the TODBCSD, are adequate to supply each subdivision with Water and fire protection, but no other adjustment of the County of installation shall be made.
- 9.06. When Main distribution lines are made by the TODBCSD and paid for by an Applicant and said distribution line extension shall be of benefit to another Person or Persons in the future, said Applicant shall enter into a payback agreement with TODBCSD. Said payback agreement shall provide for a refund payment for Main service charges collected by the TODBCSD for service connection to a Main distribution line, paid for by a new Applicant. Said payback shall be computed on the basis of actual Cost to the Person making the original Main distribution line extension per foot benefitted for which the Main service charge is collected. All payback agreements shall become null and void ten years from the date first written unless otherwise specified or outlined in a "service agreement" between the Applicant and the TODBCSD.
- 9.07. Upon completion of such installation, the facilities shall be dedicated and become property of the TODBCSD upon review of the District Engineer.

SECTION 10 SUBDIVISIONS

- 10.01. A Person desiring to provide a Water system within a tract of land, which he or she proposes to subdivide within the TODBCSD's boundaries, shall make written application therefor. Application shall be made a minimum of ten days prior to a regular Board Meeting.
 - 10.01.01. The application shall state the number of the tract, the name of the subdivision, and its location. It shall be accompanied by a copy of the tentative map and a deposit for expenses involved in plan review by TODBCSD staff.
 - 10.01.02. Upon receiving the application and deposit, the General Manager shall make an investigation and survey of the proposed subdivision and shall report his or her findings to the Board, including a recommendation as to the facilities required.
 - 10.01.03. The Board shall thereupon consider said application and report; and, after such consideration, reject or approve it. If approved, Applicant will receive conditional will serve letter valid for one year. Applicant can apply for extension to will serve letter.
- 10.02. At the time of laying out and subdividing or re-subdividing any tract or parcel of land within the TODBCSD, the Owners of said tract or parcel of land shall, at their own expense, provide for such Water Main distribution lines, valves, fire hydrants, meters, services, and appurtenances as may be necessary for the distribution of Water to each lot, piece, or parcel of land. The service shall be carried out to the lot line and clearly marked on the curb with a "W". When installed, such Main distribution lines, valves, fire

hydrants, services, and appurtenances shall be offered for dedication to the TODBCSD. A detailed as-built drawings signed by a registered civil engineer, and a digital file in AutoCAD format, or electronic format of TODBCSD's choice, of the Water system shall be supplied to the TODBCSD.

- 10.03. The size, type, and quality of materials and location of the Main distribution lines, fire hydrants, and valves shall be specified by the TODBCSD and the actual construction shall be done by a contractor acceptable to the TODBCSD in accordance with the TODBCSD's Master Plan and specifications, and supervised and inspected by the TODBCSD. Current inspection fees shall apply, which are established by resolution or ordinance of the Board from time to time and deposited with the TODBCSD prior to construction approval. Nothing herein is intended to make the contractor an employee or agent of the TODBCSD.
- 10.04. All facilities, upon completion and final inspection, shall be offered for dedication to the TODBCSD, and upon acceptance of dedication, shall become the property of the TODBCSD as well as all easements.
- 10.05. Whenever land is to be subdivided, any water well, water-bearing land, Mains, and easements needed therefor which may be appurtenant thereto or which may be used exclusively thereon shall be deeded to the TODBCSD in consideration of the TODBCSD's approving any application for Water service to such tract or subdivision. Said deed to the TODBCSD shall be executed before any such application shall be approved by the TODBCSD; provided, however, that where water wells and equipment as described in this paragraph are used to supply water to additional land not subdivided, such wells and equipment may continue to supply un-subdivided portion previously served until such time as the total area served is subdivided.
- 10.06. All fees for Facility/Capacity Charges shall be paid at the time of obtaining a connection Permit from the TODBCSD.

SECTION 11 ANNEXATIONS

- 11.01. A Person desiring to annex land to the District shall make written application accompanied by maps showing location and area of land with legal description.
- 11.02. The Board shall determine terms and fees, but in all cases, transfers of water rights, wells, and springs shall be made to the District.
- 11.03. Owner or Owners of land requesting annexation to the District, where said land is developed, shall, at their own expense, provide for such Water Mains, valves, fire hydrants, meters, services, and appurtenances as may be necessary for the distribution of Water to each lot, piece, or parcel of land as a condition of annexation. The service shall be carried to the lot line and clearly marked on the property curb. When installed, such Water improvements up to and including the Water Meter box but not to a dwelling unit shall become and be property of the District. Any existing water system or portion thereof in the annexed section shall first be brought to the design standards of the District at the expense of the Owner or Owners of property desiring annexation. Extensions of Water Mains to uninhabited or underdeveloped land proposed to be annexed to the District shall be made in compliance with the Main extension and/or subdivision policies as herein set forth in Sections 9 & 10.

SECTION 12 CROSS-CONNECTION CONTROL STANDARDS

- 12.01. The purpose of this Section is to protect the public potable Water supply system of the TODBCSD by establishing a Cross Connection Control Program to effect the control of Cross Connections, actual or potential, thereby isolating within the Customer's private water system or internal piping, contaminates or pollutants which could backflow or back siphon into the TODBCSD's Water supply system.
- 12.02. The regulations relating to Cross Connections as established in the California Administrative Code, Title 17, and as amended from time to time, insofar as these regulations are applicable to the protection of Water supply of this District are hereby adopted, incorporated herein by reference and made a part hereof.
- 12.03. The TODBCSD shall maintain and make available a list of approved backflow prevention devices which may be installed for the protection of the public Water supply system.
- 12.04. Service of Water to any premise shall be discontinued by the TODBCSD if a backflow prevention device is required by the rules and regulations of the TODBCSD is not installed, tested, and maintained or if defects are found in the installed backflow prevention device or if it is found that a backflow prevention device has been removed or bypassed or if unprotected Cross Connections exist on the Premises. Service will not be restored until such condition or defects are corrected. The TODBCSD representative assigned to inspect Premises relative to possible Cross Connection hazards shall carry proper credential of his or her office, upon exhibition of which, he or she shall have the right of entry during usual business hours to inspect any and all buildings and Premises in the performance of his or her duty. This right of entry shall be a condition of Water service in order to provide assurance that the continuation of service to the Premises will not constitute a menace to health, safety, and welfare to the people throughout the TODBCSD's Water system.

SECTION 13 EASEMENTS

- 13.01. Easements granted for Public Water Lines shall be exclusive easements or public easements, and shall be in a form approved by the General Manager.

SECTION 14 DAMAGE, REMOVAL, OR DISPLACEMENT OF TODBCSD WATER DISTRIBUTION SYSTEM

- 14.01. Any Person or Entity damaging or removing, displacing, or otherwise altering, without the permission of the General Manager, any portion of the TODBCSD Water system shall pay the County, state, federal or TODBCSD Costs of investigating and repairing such damage and replacing any removed item(s), and shall indemnify and hold harmless TODBCSD, its officers and employees from any claims, actions, costs (including attorney fees), damages or other liability resulting or arising from such damage or removal.
- 14.02. Any Person or Entity engaged in work that requires or results in damaging, removing, displacing, tapping or otherwise altering any portion of the TODBCSD Water system may do so only with the prior approval of the General Manager.

SECTION 15 STRUCTURES OVERLYING TODBCSD UTILITIES

- 15.01. No permanent structure (including without limitation, garages, patios, concrete slabs, tool shed or similar structure) shall be constructed on top of Water or wastewater

pipelines or anywhere within the associated easements, unless approved in the original building Permit for the parcel or approved by the General Manager upon execution of a hold harmless agreement.

SECTION 16 DISCONTINUANCE OR LIMITATION OF WATER SERVICES

16.01. The supply of Water by TODBCSD may be discontinued or limited at any time without notice to Customers and TODBCSD shall in no way be liable for any damage or Costs resulting from such discontinuance or limitation and reserves the right to discontinue service while making emergency repairs, or other work required on the Water system as determined by the General Manager. Customers dependent upon continuous supply should provide emergency storage. TODBCSD does not guarantee and shall not be liable for any failure in continuity or limitation of Water service or Water pressure.

SECTION 17 USE OF WATER

17.01. No Person shall use any TODBCSD Water, except as otherwise provided for by ordinance, unless installation of Water Service Connection and initiation of the Water service has been approved by the General Manager in accordance with all applicable provisions of this code and standards as determined by the General Manager. Any use without such approval shall be unlawful.

17.02. No Customer shall knowingly permit leaks or Waste of Water. Where Water is Wastefully or negligently used (as defined in Section 2.27) on a Customer's Premises, the TODBCSD may discontinue the service if such conditions are not corrected after giving notice of violation as provided in Section 45 of this Ordinance, or as provided in any other ordinance, resolution, rule, or regulation in effect at this time or as hereinafter adopted or amended.

SECTION 18 WATER METERS

18.01. No Water Service Connection may be attached to the TODBCSD Water Distribution System in order to provide service to buildings, Residential units, or landscaping unless such connection is equipped with a Water Meter installed by TODBCSD. Fire service connections are exempt from this provision. The General Manager may grant exemptions for Temporary Water Service.

SECTION 19 WATER METER FEE

19.01. In accordance with the terms of this Ordinance, the Customer shall pay any applicable fee established by the Board of Directors to recover the Costs incurred by TODBCSD to provide, install or supervise the installation of a Water Meter.

SECTION 20 REQUIREMENTS FOR INSTALLATION OF WATER METER

20.01. Water Meters shall be installed by TODBCSD, or by a representative of TODBCSD at the discretion of the General Manager, and in accordance with all applicable TODBCSD standards, building codes, and regulations. A Water Meter shall not be installed unless a Water Meter Permit has been issued.

SECTION 21 ACCESS FOR READING, MAINTENANCE AND REPAIR OF WATER METERS

- 21.01. The Customer shall provide TODBCSD staff and its contractors access to the Premises receiving Water service as required for the installation, reading, maintenance, and repair of Water Meters, and shall keep Water Meters and meter boxes clean and accessible for such purposes.
- 21.02. The Applicant shall be solely responsible for the control of all animals, which may pose a potential threat to the TODBCSD employees or agents of, and shall be liable for any injury to TODBCSD employees or agents of, resulting from unrestrained animals. Should an Applicant for new Water service fail to properly restrain animals present on his or her Premises, the TODBCSD may, upon written notice, refuse to install or turn on service until such time as the TODBCSD determines that a threat to its employees, or agents of the TODBCSD no longer exists.
- 21.03. If an obstruction of a Meter or other TODBCSD facilities on or adjacent to the Customer's Premises prevents convening or servicing of the facility, the TODBCSD may deliver written notice to the Premises service, to remove the obstruction within a stated number of days as defined by the General Manager. If the Customer fails to do so, the TODBCSD may thereafter cause the obstruction to be removed at the Customer's expense.

SECTION 22 TESTING WATER METERS

- 22.01. Any metered Customer may request in writing that the meter through which Water is being furnished be examined and tested by TODBCSD to determine whether the meter is registering accurately the amount of Water being delivered through it. Upon receipt of such request, TODBCSD shall cause the meter to be examined and tested. If the meter is found to register over three (3) percent more Water than actually passes through it, the Customer's Water bill for the preceding three (3) months will be adjusted accordingly. If the meter is found to register less Water than actually passes through it, no billing adjustment will be made. Meter testing will be performed at a Customer's request, at no charge to the Customer, not more than once every twenty-four (24) months. Any more frequent testing requested by the Customer will be done only after the Customer has agreed in writing to pay the actual Cost of such examination and testing and has posted a deposit equal to the estimated Cost as determined by the General Manager. If, as a result of the more frequent testing, the meter is found to register over three (3) percent more Water than actually passed through it, the Customer's Water bill for the preceding three (3) months will be adjusted accordingly, the Customer will not be responsible to pay for the Cost of that examination and testing of the Water Meter and the deposit will be returned to the Customer. If the meter is found to register less than three (3) percent more Water or to register less Water than actually passes through it, no billing adjustment will be made and the deposit will be used by the TODBCSD to pay its examination and testing Costs. If the deposit amount exceeds the actual Cost incurred by TODBCSD, the balance of the deposit will be returned to the Customer.

SECTION 23 WATER METER USE

- 23.01. No Person, other than those with the approval of the General Manager, shall install, maintain, repair, move, replace, adjust, tamper with, manipulate, damage, disconnect, or remove any Water Meter. Any Person or Entity performing any of the foregoing actions, whether or not authorized by the General Manager, shall pay all TODBCSD Costs of investigating and repairing any resulting damage or replacing any removed item(s), and

shall indemnify and hold harmless TODBCSD, its officers and employees from any claims, actions, Costs (including attorney fees), damages or other liability resulting or arising from such damage or removal.

SECTION 24 SERVICE PROVIDED TO ANOTHER PARCEL

24.01. It shall be unlawful for any Person whose Water service pipe is attached directly or indirectly to a Public Water Line, to allow any Person to attach any pipe or hose connection to the plumbing on his or her parcel for the purpose of providing Water service to any other parcel. If any Person refuses to allow an authorized employee of TODBCSD to enter the Premises for the purpose of disconnecting the service pipe or hose connection attached to the Owner's plumbing, the General Manager shall immediately cause the Water service to the Premises of the Person so refusing entry to be shut off.

SECTION 25 INSPECTIONS

25.01. It shall be unlawful for any Person to interfere or seek to interfere with the inspection by the General Manager of any Water line, Water fixture, or Water using or Water distributing device to which TODBCSD Water is connected; provided that, before entering occupied dwellings or Premises for the purpose of making an inspection, the consent of the occupant thereof shall be secured. If consent is not secured, the General Manager shall take steps to effect an inspection as provided by law.

SECTION 26 RECONNECTION OF WATER

26.01. In no case shall Water service be restored to any Premises when shut off as provided in this Ordinance, unless the pipe leading thereto is directly connected with the Water distribution Main and unconnected from any other service pipe leading to any other Premises, or on approval of the General Manager and payment of all past due accounts and the additional amount covering Costs for shutting off and restoring Water service as provided in the fee schedule adopted by the Board of Directors.

SECTION 27 USE OF WATER AFTER SHUTOFF

27.01. Whenever, for any cause, TODBCSD shuts off any public or Private Fire Hydrant or pipe carrying or discharging Water from the TODBCSD Water Distribution System, it shall be unlawful for any Person to open such hydrant or pipe or to turn on or use any Water from such hydrant or Water pipe without first obtaining approval from the General Manager as provided herein.

SECTION 28 TEMPORARY WATER SERVICE

- 28.01. An Applicant for temporary use of Water from a fire hydrant shall secure a Permit therefor from the TODBCSD and pay the hydrant meter deposit as defined by the TODBCSD Board of Directors from time to time. The Applicant shall also pay for the Water used in accordance with the meter readings, at the rates prescribed by the Board.
- 28.02. Tampering with any fire hydrant for the unauthorized use of Water therefrom, or for any other purpose, is subject to a penalty charge for each occurrence as may be set by the Board.

- 28.03. The Applicant shall make the hydrant meter available as prescribed by the TODBCSD for reading on a monthly basis.
- 28.04. When abnormally large quantity of Water is desired for filling a swimming pool or for other purposes, arrangements shall be made with the TODBCSD prior to taking such Water. Permission to take Water in unusual quantities will be given only if it can be safely delivered through the TODBCSD's facilities and if other Customers are not inconvenienced thereby.
- 28.05. The Customer shall, at his or own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying, and utilizing Water, and the TODBCSD shall not be responsible for any loss or damage caused by the improper installation of such equipment, or the negligence, fault, or other wrongful act of the Customer or of any of his or her tenants, agents, employees, contractors, licensees, or permittees in installing, maintaining, operating, or interfering with such equipment. The TODBCSD shall not be responsible for damage to property, including, but expressly not limited to any damage caused by faucets, valves, and other equipment, which are open when Water is turned on at the meter, either originally, or when turned on after a temporary shutdown.

SECTION 29 DISCONTINUANCE OF SERVICE

- 29.01. Alterations, changes of equipment or piping, improper operation or lack of maintenance that results in conditions that are hazardous or are potentially hazardous to the potable Water supply, either within the Premises or in Public Water Lines shall be cause for the discontinuance of the supply of Water to the Premises until the hazard or potential hazard is abated to the satisfaction of the General Manager.
- 29.02. In case of fire, alarm of fire, or any situation which in the opinion of the General Manager has the potential to contaminate the TODBCSD Water supply, or in the necessity to make emergency repairs, TODBCSD shall have the right to shut off Water from any consumer or number of consumers without notice, and to keep it shut off as long as may be necessary.

SECTION 30 DISCONTINUANCE OF SERVICE AND NOTICE REQUIREMENT

- 30.01. If the General Manager determines that this Ordinance has been violated and an emergency shutoff is not warranted, the General Manager shall send a written notice to the Customer explaining the violation. If, within ten (10) days of receipt of the written notice, the Customer has not remedied the violation or requested an administrative hearing, Water service to the parcel may be discontinued until the violation has been remedied.

SECTION 31 ADMINISTRATIVE HEARING PROCEDURES

- 31.01. A Customer may request an administrative hearing to appeal imposition of fees or charges, determination of violations, or any other decision by TODBCSD. The request must be made to the General Manager within ten (10) calendar days of service of the decision to be appealed. The request for hearing must contain information as to the Customer's address for the purpose of service of the decision of the General Manager.
- 31.02. Within 10 days of receipt of a complete request for appeal, TODBCSD shall issue a written notice of an administrative hearing, which shall state that the Customer may

appear in Person at a hearing before the General Manager. The General Manager shall conduct an administrative hearing within thirty (30) days of receipt of the appeal and render a written decision as to whether this Ordinance has been violated within ten (10) days of the administrative hearing. At the conclusion of the hearing, the General Manager shall determine whether the Customer violated the Ordinance, and the administrative Costs and Costs of discontinuance of service to be charged against the Customer, if any. If, after the hearing, it is determined that this Ordinance has not been violated, the General Manager shall not assess Costs of administration or Costs of Water service termination against the Customer. The General Manager may impose such conditions and take such other action as he or she deems appropriate under the circumstances to carry out the purpose of this Ordinance.

- 31.03. The decision of the General Manager shall be final. If the Customer wishes to appeal the decision of the General Manager, the appeal shall be directed in writing to the Board of Directors within three (3) calendar days after receipt of the General Manager's decision (not including Saturday, Sunday or holidays). The Board of Directors may hear the appeal at their next regularly scheduled meeting or a special meeting called for the purpose of reviewing the appeal. The decision of the Board of Directors shall be made and a notice of the decision shall be served on the appellant within three (3) calendar days of the Board's decision, not including Saturdays, Sundays or holidays. Water service shall not be disconnected during the time the General Manager or the Board of Directors is reviewing the matter and until three (3) calendar days, not including Saturdays, Sundays or holidays, after the written decision is served on the appellant. The decision of the Board of Directors shall be the final administrative decision.

SECTION 32 RECIRCULATING DEVICES

- 32.01. All swimming or wading pools or fish ponds above two hundred fifty (250) gallons in capacity, using Water from the TODBCSD Water system or discharging to a public wastewater system, shall have a recirculating system equipped with an approved filter. The supply line shall also be equipped with an approved air gap.

SECTION 33 PUBLIC FIRE HYDRANT USE

No Person, other than authorized employees of TODBCSD or the agency providing fire service to TODBCSD or other Persons duly authorized by the General Manager shall open or operate any Public Fire Hydrant or attach any hose, tubing or pipe thereto for any purpose, without first obtaining a fire hydrant use Permit from the General Manager. Public use of the fire hydrant shall comply with conditions established by the General Manager and subject to such fees and charges as may be established by the Board. No Person, whether authorized to open a Public Fire Hydrant or not, shall leave a Public Fire Hydrant open or leave the cap off the nozzle of a Public Fire Hydrant after having ceased to use it. Any Person that opens or operates a Public Fire Hydrant, whether or not authorized as provided herein, shall indemnify and hold harmless the TODBCSD, its officers and employees from any claims, actions, Costs (including attorney fees), damages or other liability resulting or arising therefrom.

- 33.01: In the event that any Person shall violate any provisions of this section, TODBCSD may require that Person or the Entity whom they represent to provide a cash deposit, equal to five (5) times the fire hydrant use fee as adopted by the Board, as a condition of issuance for each and every fire hydrant use Permit requested by that Person or any

other Person representing the Entity during the succeeding twelve (12) months. Said deposit shall be refunded after one (1) year if there are no further violations by that Person or by any Person representing the Entity, but shall be forfeited if there are any violations during the one (1) year after issuance of the Permit. If a Person or Person representing an Entity commits more than three (3) violations during any five-year period, the General Manager may refuse to issue any further fire hydrant use Permits to that Person or any Person representing that Entity.

SECTION 34 PRIVATE FIRE HYDRANT USE

34.01. Unmetered Water Service Connections providing Water supply to Private Fire Hydrants are subject to such fee as may be adopted by the Board of Directors and shall be used for fire suppression purposes only, except as otherwise provided herein. It shall be a violation for the Owner or business where Private Fire Hydrants are installed to use or allow others to use Private Fire Hydrants for any purpose other than fire suppression without obtaining the permission of the General Manager. The General Manager may require the property Owner to purchase, install and maintain a detector check or similar device on each fire service provided to the property. The size, location and type of detector check or similar device shall be determined by the General Manager.

SECTION 35 OBSTRUCTION OF FIRE HYDRANTS AND OTHER WATER FACILITIES

35.01. No Person shall block or obstruct any public or Private Fire Hydrant in such a manner that interferes with its operation, maintenance or repair, or the attachment of a fire hose thereto. No Person shall deface, vandalize or damage a public or Private Fire Hydrant. No Person shall place upon or about any public or Private Fire Hydrant, Water gate or Water Meter connected with the TODBCSD Water Distribution System any building material or other obstruction so as to prevent free access to the same at all times.

35.02. Whenever any fire protection facility, including but not limited to, public or Private Fire Hydrant, or other appurtenances for use by the TODBCSD fire service provider are required to be installed pursuant to this Ordinance, there shall be included in the development plan and delineated thereon adequate provision for access by firefighting personnel and equipment to and from all such fire protection facilities. Such access shall be approved by the General Manager and the Owner may be required to dedicate to the TODBCSD as a condition of approval of the development plan, an easement sufficient for access by firefighting equipment to such fire protection facilities. Any such access easement shall be maintained in such a manner as to provide clear and unobstructed ingress and egress by firefighting personnel and equipment or maintenance personnel and equipment at all times.

SECTION 36 FIRE PROTECTION FACILITY AND WATER FLOW STANDARDS

36.01. The recommendations, guidelines, and standards for fire protection facilities and adequate Water flow published by the Insurance Service Office (ISO) are adopted as standards for fire protection facilities and adequate Water flow. Water distribution facilities shall be designed to meet such standards in effect at the time the facility design is approved by the General Manager.

SECTION 37 MAINTENANCE OF ON-SITE FIRE PROTECTION FACILITIES

- 37.01. All On-site Fire Protection Facilities shall at all times be maintained as installed, free of leaks and in good working order by the Owner of the land, except that fire protection facilities may be altered or modified with the written consent of the General Manager, if consistent with other provisions of this Ordinance. Maintenance of On-site Fire Protection Facilities shall include, but not limited to, repainting external surfaces and hydrant identification numbers, clearing away weeds, shrubs and other accumulations of vegetation, lubricating operating nuts and stems, and replacing nozzle caps, chains and gaskets.
- 37.02. The General Manager is hereby authorized to enter upon the land at reasonable times and in a reasonable manner to conduct periodic tests and inspections of such facilities. If the General Manager determines that any On-site Fire Protection Facilities are being maintained in such manner as not to meet the standards, the General Manager shall order the Owner to make such repairs, alterations, or additions as shall conform the facilities to such standards. The General Manager shall designate a reasonable time within which such repairs, alterations, or additions are to be made and it shall be unlawful for any Person so ordered to willfully fail or refuse to comply with such an order.
- 37.03. Without affecting the property Owner's responsibility for maintenance, the General Manager may inspect, service, test or repair Private Fire Hydrants and the property Owner shall be required to pay such fee for these services as may be established by the Board of Directors. Whether or not inspection, servicing, testing or repair is performed by a property Owner or the TODBCSD, the property Owner shall indemnify and hold harmless the TODBCSD, its officers and employees from any claims, actions, costs (including attorney fees), damages or other liability resulting or arising from the condition of, or any failure to inspect, service, test or repair, any Private Fire Hydrant located on the Owner's property.

SECTION 38 FILING OF MAP

- 38.01. A map showing the size and location of all Water pipes and hydrants installed pursuant to this Ordinance and stating the material of which such pipes are made and the date of their installation and approval shall be filed with TODBCSD.

SECTION 39 LIABILITY FOR CHARGES

- 39.01. Application for regular Water service, where no Main extension is required, shall be made upon a form provided by TODBCSD.
- 39.02. The property Owner, as determined by the real property tax roll of the Contra Costa County Assessor, is liable for payment of Water service provided by the TODBCSD either directly, through contract, or Permit, and shall be liable for the rates, charges and fees that service as established by the Board of Directors. In situations where someone other than the property Owner occupies the property receiving the service, the Owner of the property shall be primarily liable for payment of services, though the occupant may pay the charges on behalf of the Owner.
- 39.03. It is the responsibility of the Owner of the real property to provide the TODBCSD's director of finance with the current billing address and to notify the TODBCSD of any changes of address.

39.04. It shall be and is hereby made the duty of each property Owner to ascertain from the TODBCSD the amount and due date of any rates, charges, and fees for which the Owner is liable. It shall also be and is hereby made the duty of each Owner liable for the rates, charges, and fees to inform the TODBCSD immediately of all circumstances, and of any change(s) in any circumstances which will in any way affect the applicability or the amount of any rates, charges, and fees to Premises where Water service is being received.

SECTION 40 ADDITIONAL CHARGES

40.01. The General Manager may cause to be accomplished any extra work or service that the General Manager deems reasonably necessary to provide Water service to a property within the TODBCSD in a manner that maintains the safety of the District's Water supply. The General Manager may cause the Cost thereof to be added to the regular billing for such Water service and to be collected in the same manner as other service charges are collected.

SECTION 41 CUSTOMER BILLING PROCEDURES

41.01. Water service charges, imposed for Water service to a Customer, shall be collected together with the charges for any other service rendered to the Customer by the District either directly, through contract or Permit. Such Water service charges shall be billed upon the same bill and collected as one (1) item with such other charges, unless other arrangements are approved by the General Manager.

41.02. Water charges shall begin when a Water Service Connection is installed to any lot or dwelling, and shall continue until the Water Service Connection is removed.

41.03. The TODBCSD will annually or as otherwise establish a regular billing period.

41.04. Bills for metered Water service shall be rendered at the end of each billing period and are due and payable upon presentation. If full payment is not received at the TODBCSD business office on or before the 15th day after the date of billing, the bill shall become past due and delinquent.

41.05. All unpaid rates, fees, charges, and penalties herein provided may be collected by suit.

41.06. Defendant shall pay all costs of suit in any judgment rendered in favor of TODBCSD, including reasonable attorney's fees.

41.07. Bills for Water service shall be rendered at the end of each billing period and are due and payable upon presentation. If full payment is not received at the business office of the TODBCSD on or before the 15th day after the date of billing, the bill shall become past due and delinquent.

41.08. If a bill remains unpaid at the next billing cycle, a notice of termination will be delivered by the TODBCSD. A reasonable attempt to personally notify by telephone or in person will be made not less than 48 hours prior to the disconnection date. The notice of termination shall indicate the amount of delinquency, and the date and time by which the past due balances must be paid to avoid discontinuance of service. The actual termination date shall not be less than fifteen days following the delivery of the notice of termination. If the bill remains unpaid on the date specified, the service shall be discontinued the day specified. Notice of any delinquency in a tenant's account shall also be sent to the Owner of the property with indication of the Owner's liability.

SECTION 42 DISCONNECTION FOR NONPAYMENT

- 42.01. In accordance with Section 41, Water service shall be discontinued if payment for Water service is not made within fifteen (15) calendar days of the date of mailing the past due bill. At least forty-eight (48) hours prior to termination, the TODBCSD will make a reasonable good faith attempt to notify the Owner of the affected property by telephone or in person. At no time shall the TODBCSD initiate the discontinuance of Water service at a time when the TODBCSD offices are closed, or on a Saturday, Sunday, or legal holiday.
- 42.02. Service disconnection for non-payment of bills shall be subject to the administrative hearing procedures specified in Section 31 therein.
- 42.03. Any amount due is a debt to the TODBCSD, and any Person, firm, or corporation failing, neglecting, or refusing to pay this debt may be subject to a civil action to recover any amounts due and/or to obtain any other relief authorized by law, from a court of competent jurisdiction.
- 42.04. If Water service is discontinued for violation of any of the TODBCSD's rules, regulations, resolutions, or ordinances, service shall not be reinstated until the violations have been corrected and all applicable security deposits, service charges, fees, and penalties, as provided for herein paid.
- 42.05. The General Manager may authorize continuation of service to a delinquent account if an amortization agreement or other arrangements satisfactory to the TODBCSD have been established.

SECTION 43 WAIVER OR ADJUSTMENT OF CERTAIN CHARGES AND REFUNDS

- 43.01. The General Manager may adjust or refund such charges for Water services as the General Manager may deem inequitable, penalty charges under extenuating circumstances, cancellation of duplicate billings, refund of duplicate payments and refunds of amounts due to Customers on closed accounts. Refunds on closed accounts of ten dollars (\$10.00) or less will not be made unless a specific request is received from the party to whom the refund is to be made. The General Manager may cancel all amounts owed on closed accounts with a balance due to TODBCSD.
- 43.02. All adjustments or refunds may be credited to the Customer's account or refunded directly to the Customer upon request by the Customer and approval by the General Manager.

SECTION 44 FEE FOR RESTORATION OF WATER SERVICE

- 44.01. In the event that Water service to any Premises is shut off for nonpayment, the Water shall not be turned on until the amount due and a fee established by the Board of Directors to cover the Cost of making a service call to turn on the Water are paid in full, unless otherwise approved by the General Manager.

SECTION 45 VIOLATION AND INFRACTION

- 45.01. Any Customer found by TODBCSD to be in violation of any of the provisions of this Ordinance shall be deemed guilty of an infraction. Wherever or whenever practicable under the particular circumstances and pursuant to the discretion of the General Manager, any Person found to be violating any provision of this or any other ordinance,

resolution, rule, or regulation of the TODBCSD shall be served by the General Manager or other authorized Person, with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Said time limit shall be not less than one, or more than seven working days unless otherwise specified. The offender shall, within the period of time stated in such notice, permanently cease all violations. Upon being notified by an authorized representative of the TODBCSD of any defect arising in any Water facility or any violation of this Ordinance, the Person or Persons having charge of said work shall immediately correct the same. All Persons shall be held strictly responsible for any and all acts of agents or employees performed under the provisions of this or any other ordinance, resolution, rule, or regulation of the TODBCSD.

- 45.02. Each day such violation is committed or permitted to continue after written notice has been served on the Customer by the General Manager or the Board of Directors shall constitute a separate offense and shall be punishable as such. TODBCSD may elect to prosecute such violation as an infraction(s) or as a civil violation(s) with fines or surcharges as defined by the Board of Directors from time to time, or as both an infraction and a civil violation.
- 45.03. Any Person violating any of the provisions of the ordinances, resolutions, rules, or regulations of the TODBCSD, or permitting or maintaining any property in violation of any of the ordinances, resolutions, rules, or regulations of the TODBCSD, shall be liable to the TODBCSD for any expense, loss, or damage occasioned by the TODBCSD by reason of such violation. Such liability shall be in addition to any other civil or criminal penalties imposed under this Ordinance or under any other provision of law.

SECTION 46 POWERS AND DUTIES OF THE GENERAL MANAGER

- 46.01. The General Manager is hereby authorized to and may perform all of the provisions of this Ordinance and is empowered to make interpretations of this Ordinance whenever a question may arise as to the necessity for, manner or method in which materials, meters, backflow control devices or other equipment shall be installed.

SECTION 47 REMEDIES CUMULATIVE

- 47.01. The remedies and penalties provided for in this Ordinance shall be cumulative and shall be in addition to any or all other remedies available to the General Manager and the Board of Directors.

SECTION 48 CERTIFICATE OF LIEN FOR DELINQUENT WATER CHARGES

- 48.01. When Water service has been discontinued as provided for in Section 42 above, and when the General Manager or the Finance Director has determined that the recovery of the amount due may be uncertain, then the General Manager or the Finance Director shall cause to be filed with the County Recorder a Certificate of Lien, setting forth the amount of the delinquent charges, including any interest and penalties therein, the name and address of the Person(s) liable therefor, and the same shall therefor become a lien upon all real property owned by such Person(s) in accordance with section 61115 of the Government Code.

SECTION 49 PLACING THE UNPAID CHARGES ON THE COUNTY TAX ROLLS

49.01. The amount of any charges and penalties for Water service may be collected on the tax roll in the same manner as property taxes. The General Manager shall prepare and file with the Board of Directors a report that describes each affected parcel of real property and the amount of charges and delinquencies for each affected parcel for the year. Then General Manager shall give notice of the filing of the report and the time and place for a public hearing by publishing the notice pursuant to Government Code section 6066 in a newspaper of general circulation, and by mailing the notice to the Owner of each affected parcel. At the public hearing, the Board of Directors shall hear and consider any objections or protests to the report. At the conclusion of the public hearing, the Board of Directors may adopt or revise the charges and penalties. The Board of Directors shall make its determination on each affected parcel and its determination shall be final. On or before August 10 of each year following these determinations, the General Manager shall file with the County Auditor a copy of the final report adopted by the Board of Directors. The County Auditor shall enter the amount of the charges and penalties against each of the affected parcels of real property as they appear on the current assessment roll. The County Tax Collector shall include the amount of the charges and penalties on the tax bills for each affected parcel of real property and collect the charges and penalties in the same manner as property taxes.

SECTION 50 CHARGES

- 50.01. The Board may from time to time establish by Ordinance, (except where otherwise specified), any or all of the following charges. The schedule of approved charges will be posted at the TODBCSD office.
- 50.02. Administrative Charges. The charges for returned checks, notary fees, and reproduction charges. This charge may be adopted by Resolution.
- 50.03. Consumption Charge. The consumption charge is the charge per hundred cubic feet for all Water registered by the Customer's Water service meter or a contractor's temporary/loaned TODBCSD owned meter.
- 50.04. Delinquency Charges. The charge added to each delinquent account at the time any amount becomes delinquent. When a delinquency charge is made, such charge shall be added to the account as of the date the account becomes delinquent and the charge shall become part of the amount due as of that time.
- 50.05. Disconnect Processing Charge. The charge, which covers the reasonable TODBCSD Costs of processing the past due, accounts for disconnection.
- 50.06. Disconnect/Reconnect Charge. The charge or fee which covers the reasonable TODBCSD Costs of disconnection and reconnection of service connections which are in violation of the provisions of this Ordinance.
- 50.07. Fire Hydrant Installation Charge. The charge for installation of Fire Hydrants as may be required.
- 50.08. Fire Service Standby Charge. The monthly standby charge per inch diameter of the District fire service meter. Water use through this service shall be limited to the emergency fire requirements only.
- 50.09. Inspection Charge. Where a Customer service connection or facility requires inspection by TODBCSD personnel, the Customer shall be charged for such inspection.

- 50.10. Meter Test Charge. The charge, which covers the TODBCSD, Costs for pulling, testing, and reinstalling the Water Meter to be tested.
- 50.11. Plan Check Charge. The charge incurred by the TODBCSD in reviewing and inspecting water plans submitted to the TODBCSD.
- 50.12. Repair Charge. The charge incurred by the TODBCSD in repairing any damage to any TODBCSD meter, Water Mains, Water lines and/or any other appurtenances.
- 50.13. Security Deposit Charge. The charge which insures payment of minimum TODBCSD charges, and which shall be deposited with the TODBCSD with the completed application prior to commencement of Water service to any property.
- 50.14. Special Facility/Capacity Charge. The charge required for development of limited service areas whenever Special Facilities, including, but not limited to, Booster Stations, Hydro pneumatic Stations, and Pressure Regulators are required. The charge to be made to a Developer or Owner of land that is considered by the TODBCSD to be within a limited service area shall be based upon the Developer's or Landowner's proportionate share to be borne by the Developer or Landowner shall be based on the percentage of such development to the entire limited service area to be served by the Special Facilities, and the difference between the Cost of facilities to service the same number of acres or area under normal conditions and the Cost of facilities to service the acreage or area under special conditions at a higher Cost.
- 50.15. Availability of Service Charge. The availability of service charge is the monthly availability charge applicable to all metered services.
- 50.16. Unauthorized Use of Water Charge. The charge imposed on any Person, organization, or agency for each unauthorized use of TODBCSD Water, or for tampering in any manner with any meter belonging to the TODBCSD, where such tampering affects the accuracy of such meter.
- 50.17. Water Main Extension Charge. The charge for the replacement or construction of the Water Main fronting on the property to be served.
- 50.18. Water Service Connection Charges. The charge for the type and size of Water service meter and the Cost of connection of a building or property to the TODBCSD's Water system, as determined by the Board of Directors. Such regular charge shall be paid in advance by Applicant. Where there is no charge, the TODBCSD may require the Applicant to deposit an amount equal to the estimated Cost of such service connection.
- 50.19. Facility/Capacity Charges. The Water Service Connection charge for facilities/capacity based upon five separate categories including (A) storage; (B) supply; (C) transmission; (D) office and maintenance facilities; and (E) future storage and transmission facilities.
- 50.20. Water Rights Charge. Charges in lieu of delivery of water rights for new service connections and any other charge necessary for the purchase of replacement water.
- 50.21. Water System Design Charge. A non-refundable charge required for checking plans provided for all Main extensions, service connections, and/or special facilities or for requiring the preparation of engineering plans and drawings by TODBCSD personnel or consultants.
- 50.22. Permit Charge. Charge for issuance of a Permit for connection.

SECTION 51 WATER CONSERVATION

- 51.01. The purpose of this is to assure that all Water furnished by the TODBCSD is put to reasonable beneficial use, to prevent unreasonable use or Waste of Water and to promote efficient use and conservation of Water.
- 51.02. All Customers of TODBCSD are urged to take all reasonable action to prevent Waste of Water. The TODBCSD shall have the right, following notice and hearing, to impose upon any Water Service Connection such conditions as the TODBCSD determines to be necessary to prevent unreasonable use or Waste of Water.
- 51.03. All Customers of Water furnished by the TODBCSD are urged to take all reasonable action to conserve Water.
- 51.04. The TODBCSD shall vigorously pursue at all times a program for the conservation of Water consisting in such cost-effective measure as are from time to time authorized by the Board of Directors. Cooperate with local school districts in developing education programs on efficient Water use. Make available at the TODBCSD's office, public library, and any other public places printed materials on the need for, and methods of, Water conservation.
- 51.05. All new landscaping plans and irrigation systems must make efficient use of minimum quantity of Water and is installed, operated, and maintained in accordance with plans that comply with all ordinances and regulations of the County of Contra Costa relating to landscaping in new developments.

SECTION 52 PLACE OF USE OF WATER, RESALE PROHIBITED

- 52.01. Resale prohibited. Except with prior written authorization of the TODBCSD, no Customer shall use, or permit the use of, any Water furnished by the TODBCSD on any premise other than that specified in his application for service, nor shall any Customer resell any Water furnished by the TODBCSD.

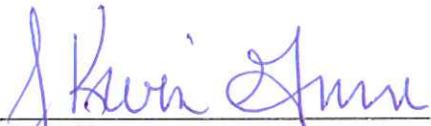
SECTION 53 ADOPTION AND EFFECTIVE DATE

- 53.01. This Ordinance is hereby declared to have been adopted by the District Board of Directors at a meeting thereof duly called and held on the 21st of March, 2018, and ordered to be given effect thirty (30) days after adoption.

CERTIFICATION

Passed and adopted at a regular meeting of the Board of Directors of the Town of Discovery Bay Community Services District held on March 21, 2018 by the following vote:

AYES: *4 - K. Graves, B. Mayer, B. Pease, C. Steele*
NOES: *0*
ABSENT: *1 - R. Leete*
ABSTAIN: *0*



Kevin Graves
Board President

Attest:



Michael Davies
Board Secretary



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
ORDINANCE NO. 7**

**AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY,
A CALIFORNIA COMMUNITY SERVICES DISTRICT,
AMENDING ORDINANCE NO. 07 WATER REGULATIONS AND SERVICE ORDINANCE**

BE IT ORDAINED that the Board of Directors of the Town of Discovery Bay Community Services District, hereby amends Ordinance No.7 Water Regulations and Service Ordinance to read as follows:

SECTION 1 GENERAL PROVISION

- 1.01. Short Title. This Ordinance shall be known and may be cited as Town of Discovery Bay Community Services District ("TODBCSD" or "District") Water Regulations and Service Ordinance ("Ordinance").
- 1.02. Purpose. This Ordinance is intended to provide rules and regulations applicable to the provision of Water by the District. It is the intent of the TODBCSD Board of Directors to establish procedures and policies necessary to the orderly administration of a Water conservation program to prohibit Waste and to restrict the use of Water during a Water shortage emergency.
- 1.03. Enabling Statutes. This Ordinance is adopted pursuant to the authority granted in California Government Code Sections 61000 *et. seq.*
- 1.04. Application. The provisions of this Ordinance shall apply to all Customers using Water within the boundaries of TODBCSD or using Water provided by TODBCSD.
- 1.05. Enterprise. The District will furnish and or make available a system, plant, works, and undertaking used for and useful in the delivery of potable Water for the District's service area, including all annexations thereto, lands, easements, rights in land, contract rights, and franchises.
- 1.06. Separability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any Person or circumstances are for any reason held to be unconstitutional or invalid by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or the application of such provision to other Persons or circumstances. The Governing Body hereby declares that it would have passed this Ordinance or any section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more section, subsection, sentences, and clauses or phrases are declared to be unconstitutional.
- 1.07. Words and Phrases. For the purpose of this Ordinance all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.

- 1.08. Means of Enforcement. The District hereby declares that the procedures contained herein are established as a means of enforcement of the terms and conditions of its ordinances, rules, and regulations.
- 1.09. Notices. Whenever a notice is required to be given under this Ordinance, unless different provisions are specifically made herein, such notice may be made either by personal delivery thereof to the Person to be notified or by deposit in the US Mail in a sealed envelope, postage prepaid, addressed to such Person at his or her last known business or residence address as the name appears on public records or other records pertaining to the matter to which the notice is directed. Service by mail shall be deemed to have been completed at the time of deposit in the post office.
- Proof of giving any notice may be made by the certificate of any officer or employee of the District or by affidavit of any Person over the age of eighteen years, which shows service in conformity with this Ordinance or other provisions of law applicable to the subject matter concerned.
- 1.10. Effect of Heading. The title, division, or section headings contained in this Ordinance shall not be deemed to govern, limit, or modify in any manner, the scope, meaning, or intent of any section or subsection of this Ordinance.
- 1.11. Ruling Final. All Rulings of the District shall be final. All rulings of the General Manager shall be final, unless appealed in writing to the Board within 10 days of the General Manager's decision in accordance with **Section 31** of this Ordinance. When appealed, the Board's ruling shall be final.
- 1.12. Conflict in Provisions. In the event that the provisions of this Ordinance conflict with any code ordinance or regulation of the District the provisions of this Ordinance shall govern. In the event any provision of this Ordinance conflicts with a preemptive provision of State law, this Ordinance shall be interpreted and applied in conformity with State law.

SECTION 2 DEFINITIONS

The following words when used in any provision of this Ordinance shall be construed to have the following meaning:

- 2.01. Applicant. The Person making application hereunder and who shall be the Owner of the Premises involved, or his or her authorized agents, so authorized in writing to the TODBCSD. **In the event that a Landlord-Owner's account is in arrears, one or more adult tenants may become an Applicant as provided for in Section 43 of this Ordinance.**
- 2.02. Board or Board of Directors. The Board of Directors of TODBCSD.
- 2.03. Connection. The pipe line and appurtenant facilities such as the curb stop, meter, and meter box, all used to extend Water service from the Main to the Premises, the laying thereof and the tapping of the Main. Where services are divided at the curb or property line to serve several Customers each such branch service shall be deemed a separate service.
- 2.04. Cost. The cost of labor, materials, transportation, supervision, engineering, and all other necessary overhead expenses.
- 2.05. County. The County of Contra Costa, California.
- 2.06. Cross Connection. Any actual or potential Connection between TODBCSD's or consumer's potable piping system and any other source or piping system through which it is possible to introduce into any part of the potable piping system any untreated water, used water, industrial fluid, gas or substance other than the potable water with which the piping system is supplied. By-pass arrangements, jumper connections, removal

sections, swivel or changeover devices, or other devices through which backflow could occur, shall be considered to be cross-connections.

- 2.07. Customer. Any Person, Entity, firm, partnership, business, corporation, district or governmental agency that receives Water from TODBCSD.
- 2.08. District. Town of Discovery Bay, a Community Services District formed under the provisions of California Government Code §§ 61000 et seq., within Contra Costa County, California.
- 2.09. District Engineer. A Person or firm appointed by the Board of Directors to act as an engineer of the District; in the absence of any specific description, the General Manager shall act as the Engineer.
- 2.10. Facility/Capacity Charges. Charges determined in accordance with Government Code §§ 61000 et seq. or §§ 66000, et seq., or any successor statutes to pay for the facilities of the District.
- 2.11. General Manager. The General Manager of TODBCSD or the General Manager's designee.
- 2.12. Governing Body. The Board of Directors of the Town of Discovery Bay.
- 2.13. Main. A Water line in a street, highway, alley, or easement used for public and private fire protection and for general distribution of Water.
- 2.14. On-site fire protection facilities. Privately-owned fire protection facilities installed on private property in accordance with the provisions of this code, whether installed before or after the effective date of this Ordinance.
- 2.15. Owner. The Person owning in fee title, or in whose name the legal title to the property appears, by deed duly recorded in the County Recorder's office, or the Person in possession of the property or buildings under claim of, or exercising acts of ownership over same for himself, or as executor, administrator, guardian, or trustee of the Owner.
- 2.16. Permit. Any written authorization required pursuant to this or any other regulation of the District.
- 2.17. Person or Entity. Any individual, company, partnership, agency or other public or private Entity.
- 2.18. Policy. TODBCSD Policy on Discontinuation of Residential Water Service for Nonpayment.
- 2.19. Premises. A lot or parcel of real property under one ownership, except where there are well defined boundaries or partitions such as fences, hedges, or other restrictions preventing the common use of the property by several tenants, in which case each portion shall be deemed separate Premises. Apartment houses and office building may be classified as single Premises.
- 2.20. Private Fire Hydrant. A fire hydrant that is owned and maintained by a party other than TODBCSD and is not located in a TODBCSD right-of-way or other TODBCSD property.
- 2.21. Private Water Line. A Water pipeline that is owned and maintained by a party other than the TODBCSD, beyond TODBCSD's point of service.
- 2.22. Public Fire Hydrant. A fire hydrant that is owned and maintained by TODBCSD.
- 2.23. Public Water Line. The part of the Water Distribution System that is owned by TODBCSD.

- 2.24. Regular Water Service. Water service and facilities rendered for normal domestic, commercial, and industrial purposes on a permanent basis, and the Water available therefor.
- 2.25. Residential. Any single-family unit, any duplex, or triplex family unit not requiring licensing for occupancy and operation.
- 2.26. TODBCSD. An abbreviation for Town of Discovery Bay Community Services District.
- 2.27. Temporary Water Service. The provision of Water for a period of twelve (12) months or less.
- 2.28. Waste. Shall mean any unreasonable or non-beneficial use of Water, or any unreasonable method of use of Water, including, but not limited to; the use of Water for any purpose which allows flooding or runoff in gutters, bodies of United States waters, driveways, streets or adjacent lands; the use of Water in violation of any of the specific uses prohibited and restricted by this Ordinance as hereinafter set forth; or the use of Water in violation of any other Ordinance or Resolution of the District either in effect at this time or as hereinafter adopted.
- 2.29. Water. Water supplied by TODBCSD to Customers within its jurisdiction.
- 2.30. Water Distribution System. All pipes, transmission and distribution Mains and other facilities owned or operated by TODBCSD to supply, provide or deliver Water to its Customers.
- 2.31. Water Service Connection. The connection of a meter or service to the District system, the installation of a meter or service. A Water Service Connection occurs at the time that a tap, pipe, or other means of taking Water is physically attached to the TODBCSD Water Distribution System in a manner capable of taking Water from the distribution system. The Water Service Connection includes the stop/valve at the distribution Main, the Water Meter, the curb stop on a metered Water service and pressure reducing valve (PRV) if applicable.
- 2.32. Water Meter. A Water Meter provided by TODBCSD that is installed by TODBCSD on a Water Service Connection or a fire hydrant in a manner that measures the volume of all Water taken from the TODBCSD Water Distribution System through that Water Service Connection or hydrant.

SECTION 3 GENERAL RULES

- 3.01. The Governing Body may, from time to time, adopt standard requirements for the design, construction, repair and maintenance, or connection to the TODBCSD Water Distribution System.
- 3.02. Following the effective date of this Ordinance, it shall be unlawful for any person to connect to, construct, install, provide, maintain, or use any other means of Water facilities from any building in the area serviced with Water by TODBCSD except by connection to Water facilities in the manner as provided for in this Ordinance. Any violation of this Ordinance will be subject to the provisions of this section, at the discretion of the General Manager. Outside of the TODBCSD owned wells, no private water wells will be allowed in the TODBCSD boundaries nor will they be allowed to be connected to the TODBCSD Water Distribution System.
- 3.03. No unauthorized Person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, repaint, remove fire hydrant caps or tamper with any structure, appurtenance, or equipment which is part of the District's Water Distribution System. Any Person violating this provision shall be subject to the penalties provided by the TODBCSD and or by law.

- 3.04. The General Manager and any other duly authorized representative/employee of the TODBCSD shall carry evidence establishing his or her position as an authorized representative of the TODBCSD and upon exhibiting the proper credentials and identifications shall be permitted to enter in and upon any and all building, industrial facilities, and properties to which the TODBCSD is furnishing Water or has been requested to furnish Water for the purpose of inspection, observation, measurement, sampling, testing, or otherwise performing such duties as may be necessary in the enforcement of the provisions of the Ordinances, resolutions, rules, and regulations of the TODBCSD pursuant to the authorization contained in the required application for Water service.
- 3.05. As an alternative method of enforcing the provisions of this or any other ordinance, resolution, rule, or regulation of the TODBCSD, the TODBCSD shall have the power to disconnect the user or subdivision Water service from the Water Mains of the TODBCSD. Upon disconnection, the General Manager shall estimate the cost of disconnection and reconnection before user is reconnected to the Water Distribution System.
- 3.06. The Applicant may apply for as many Water Service Connections as may be reasonably required for his or her Premises provided that the pipe line system for each Water Service Connection be independent of the others and they not be interconnected.
- 3.07. All facilities installed by the TODBCSD on private property for the purpose of rendering Water service shall remain the property of the TODBCSD and may be maintained, repaired, or replaced by the TODBCSD without consent or interference of the Owner or occupant of the Premises. The Owner shall use reasonable care in the protection of the facilities.
- 3.08. All Persons or Entities are forbidden to attach any ground-wire or wires to any plumbing, which is or may be connected to a Water Service Connection or Main belonging to the TODBCSD. The TODBCSD will hold the Customer liable for any damage to its property occasioned by such ground-wire attachments.
- 3.09. The Customer shall provide a valve on his or her side of the Water Service Connection, as close to the Meter location as practicable, to control the flow of water to the piping on his or her Premises. The Customer shall not use the Water Service Connection to turn Water on and off for his or her convenience.
- 3.10. Water service may be refused or discontinued to any Premises where apparatus or appliances are in use which might endanger or disturb the service to other Customers.
- 3.11. Service may be discontinued if necessary to protect TODBCSD against fraud or abuse.
- 3.12. TODBCSD shall not be liable for damage, which may result from an interruption in service from a cause beyond the control of the TODBCSD.
- 3.13. The TODBCSD's jurisdiction and responsibility ends at the property line and the TODBCSD will in no case be liable for or assume any responsibility for damages occasioned by Water running from the Customer's open or faulty fixtures, or from broken or damaged pipes inside the property line.

SECTION 4 WATER SERVICE CONNECTIONS

- 4.01. Each parcel shall have a separate Water Service Connection and Water Meter and only one (1) Water Service Connection and Water Meter will be allowed for each parcel unless otherwise determined by the General Manager. All Water service lines shall be constructed and installed in accordance with standards for construction and installation

of Public Water Lines as determined by the General Manager. Service connection sizes shall be determined by the General Manager.

- 4.02. When a lot split or lot line adjustment occurs which results in no Water Service Connection to a parcel, a Water Service Connection shall be provided at the Customer's expense. When a lot merger or lot line adjustment occurs which results in multiple Water Service Connections to a parcel, the excess Water Service Connection(s) shall be removed at the Customer's expense, if required by the General Manager.
- 4.03. To be eligible for Water service, the property to which service is to be extended must abut a dedicated public easement or a TODBCSD right-of-way in which a distribution Main is constructed at a point immediately adjacent to the property, unless the General Manager authorizes the extension of a distribution Main. Any Water connection service and service lines after January 1, 2018 shall not cross another parcel without the party making the request first obtaining any and all rights-of-way, easements or any other approvals necessary to do so.
- 4.04. The General Manager may authorize Water service for land locked parcels provided that the Customer obtains recorded private easements from the affected Owner(s) and all other applicable legal requirements are fulfilled. Private easements must abut a distribution Main in a dedicated public easement or TODBCSD right-of-way. Water service lines constructed in private easements are Private Water Lines, and TODBCSD shall have no responsibility for the maintenance and repair of such lines.
- 4.05. All Water Service Connections are subject to fees and charges as adopted by resolution or ordinance from time to time by the Board of Directors. Such fees or charges shall be due and paid before any work is commenced, unless otherwise provided by the Board of Directors.

SECTION 5 RELOCATION OF SERVICE CONNECTION

- 5.01. A service connection may be relocated by TODBCSD at a Customer's request provided the relocation, in the judgment of the General Manager, is not detrimental to the TODBCSD Water Distribution System. Such relocation shall include any modifications necessary to comply with then-current service connection standards or requirements as set forth by the General Manager, and the Cost of the relocation shall be borne by the Customer. The Customer shall first obtain a Permit and pay the estimated Cost of the relocation, as determined by the General Manager, prior to the relocation work being done. The original service connection shall be abandoned or removed at the Customer's expense in accordance with TODBCSD standards determined by the General Manager.
- 5.02. Where a service connection is relocated for the convenience of TODBCSD, the relocation shall be at the expense of TODBCSD.

SECTION 6 NO TODBCSD RESPONSIBILITY BEYOND POINT OF SERVICE

- 6.01. TODBCSD's responsibility to operate, maintain and repair Public Water Lines shall extend only to the point of the Water Service Connection to the public Water Main distribution line. The operation, maintenance and repair of any Private Water Line connected to this point of service shall be the Customer's sole responsibility. The Customer shall indemnify and hold harmless TODBCSD, its officers and employees from any claims, actions, costs (including attorney fees), damages or other liability resulting or arising from the condition, operation, maintenance or repair of said Private Water Line.

SECTION 7 PRIVATE WATER LINES

- 7.01. Private Water Lines serving two (2) or more buildings or structures located on the same parcel, even if not maintained by TODBCSD, shall be constructed and installed to meet

the standards for construction and installation of Public Water Lines as determined by the General Manager.

SECTION 8 APPLICATION FOR WATER SERVICE

- 8.01. The property Owner or his or her agent, designated in writing, shall make application for regular Water service by personally signing an "Application for Water Service" form provided by TODBCSD and pay the necessary charge for connection to the TODBCSD facilities, as prescribed by the Board by resolution from time to time. All Applicants for service connections or Water service shall be required to accept conditions of pressure and service as are provided by the distributing system at the location of the proposed service connection, and to hold the TODBCSD harmless for any damages arising out of low pressure or high pressure conditions or interruptions of service.
- 8.02. A customer who enters into a delinquent account payment plan, shall also complete an "Application for Water Service" form if a current completed application is not on file with TODBCSD.
- 8.03. Water service to other than property Owners shall be made as follows:
- 8.03.01. If a property Owner rents or leases the Premises to a tenant, the property Owner may have the bill for Water services sent to the tenant upon the property Owner completing a form provided by the TODBCSD acknowledging the property Owner's liability for the charges and the intent that the bill be sent to the tenant.
- 8.03.02. As provided for in Section 43 of this Ordinance, one or more adult Residential tenants may become an Applicant for Water service, if the property Owner's account is in arrears and Water service is subject to termination for nonpayment.
- 8.04. An application shall not be honored unless all other accounts with the TODBCSD by that Applicant have been paid in full by the Applicant and there are no delinquent accounts by the Applicant.

SECTION 9 APPLICATION FOR AND INSTALLATION OF DISTRIBUTION LINE

- 9.01. General Water distribution lines may be made within TODBCSD as follows:
- 9.01.01. Subdivisions. See Section 9.
- 9.01.02. Annexations. See Section 10.
- 9.01.03. Owners of property desiring the TODBCSD to install the distribution line of one or more Water Mains to serve such property shall deposit with the TODBCSD the estimated Cost per foot for all frontage to be benefitted from said distribution line as determined by the TODBCSD.
- 9.02. The following rules shall be adhered to when making application for distribution lines:
- 9.02.01. Any Owner of one or more lots or parcels of land, or subdivider of a tract of land, desiring a distribution line for one or more Water Main distribution lines to service such property shall make a written application therefor to the TODBCSD. Said application shall contain the legal description of the property to be served and tract number thereof, and any additional information which may be required by the TODBCSD. Said application shall also be accompanied by a map showing the location of the proposed connections. Plans and specifications should be submitted to TODB for their approval.

- 9.02.02. Upon receipt of the application, the General Manager shall make an investigation and survey of the proposed extension and shall report his or her findings to the Board including, if possible, a report from the District Engineer.
 - 9.02.03. The Board shall thereupon consider said application and report; and, after such consideration, reject or approve it.
 - 9.02.04. All Main distribution lines thus provided for, in accordance with these regulations, shall be offered for dedication to the TODBCSD and, upon acceptance of the dedication by the TODBCSD, shall become and remain the property of the TODBCSD.
 - 9.02.05. No dead-end lines shall be permitted except at the discretion of the TODBCSD and, in cases where circulation lines are necessary, shall be designed and installed as part of the Cost of the Main distribution line. Any dead-end line permitted shall have a flush-out device or fire hydrant, determined by TODBCSD, provided by the Applicant at his/her expense.
- 9.03. At the time of laying out and subdividing or re-subdividing any tract or parcel of land within the TODBCSD, the Owners of said tract or parcel of land shall, at their own expense, provide for such Water Main distribution lines, valves, fire hydrants, services, and appurtenances as may be necessary for the distribution of Water to each lot, piece, or parcel of land. The service shall be carried to the lot line and clearly marked on the street curb with a "W". When installed, such Main distribution lines, valves, fire hydrants, services, and appurtenances shall be offered for dedication to the TODBCSD and, upon acceptance by the TODBCSD shall become the property of the TODBCSD. The Owners shall provide to the TODBCSD detailed as-built drawings signed by a registered civil engineer, and a digital file in AutoCAD format, or electronic format of TODBCSD's choice, of the Water system shall be supplied to the TODBCSD.
 - 9.04. The size, type, and quality of materials and location of the Main distribution lines, fire hydrants, and valves shall be specified by the TODBCSD and the actual construction shall be done by a contractor acceptable to the TODBCSD in accordance with the TODBCSD's Master Plan and specifications, and supervised and inspected by the TODBCSD. Current inspection fees shall apply, which are established by resolution or ordinance of the Board from time to time and deposited with the TODBCSD prior to construction approval. Nothing herein is intended to make the contractor an employee or agent of the TODBCSD.
 - 9.05. In the event the TODBCSD elects to install Main distribution lines of greater size than shall be adequate to supply any new subdivision with Water and fire protection, as determined by the TODBCSD, the Owner or Owners of the proposed subdivision shall not be required to pay more than the Cost of Main distribution lines which, in the opinion the TODBCSD, are adequate to supply each subdivision with Water and fire protection, but no other adjustment of the County of installation shall be made.
 - 9.06. When Main distribution lines are made by the TODBCSD and paid for by an Applicant and said distribution line extension shall be of benefit to another Person or Persons in the future, said Applicant shall enter into a payback agreement with TODBCSD. Said payback agreement shall provide for a refund payment for Main service charges collected by the TODBCSD for service connection to a Main distribution line, paid for by a new Applicant. Said payback shall be computed on the basis of actual Cost to the Person making the original Main distribution line extension per foot benefitted for which the Main service charge is collected. All payback agreements shall become null and void ten years from the date first written unless otherwise specified or outlined in a "service agreement" between the Applicant and the TODBCSD.

- 9.07. Upon completion of such installation, the facilities shall be dedicated and become property of the TODBCSD upon review of the District Engineer.

SECTION 10 SUBDIVISIONS

- 10.01. A Person desiring to provide a Water system within a tract of land, which he or she proposes to subdivide within the TODBCSD's boundaries, shall make written application therefor. Application shall be made a minimum of ten days prior to a regular Board Meeting.
- 10.01.01. The application shall state the number of the tract, the name of the subdivision, and its location. It shall be accompanied by a copy of the tentative map and a deposit for expenses involved in plan review by TODBCSD staff.
- 10.01.02. Upon receiving the application and deposit, the General Manager shall make an investigation and survey of the proposed subdivision and shall report his or her findings to the Board, including a recommendation as to the facilities required.
- 10.01.03. The Board shall thereupon consider said application and report; and, after such consideration, reject or approve it. If approved, Applicant will receive conditional will serve letter valid for one year. Applicant can apply for extension to will serve letter.
- 10.02. At the time of laying out and subdividing or re-subdividing any tract or parcel of land within the TODBCSD, the Owners of said tract or parcel of land shall, at their own expense, provide for such Water Main distribution lines, valves, fire hydrants, meters, services, and appurtenances as may be necessary for the distribution of Water to each lot, piece, or parcel of land. The service shall be carried out to the lot line and clearly marked on the curb with a "W". When installed, such Main distribution lines, valves, fire hydrants, services, and appurtenances shall be offered for dedication to the TODBCSD. A detailed as-built drawings signed by a registered civil engineer, and a digital file in AutoCAD format, or electronic format of TODBCSD's choice, of the Water system shall be supplied to the TODBCSD.
- 10.03. The size, type, and quality of materials and location of the Main distribution lines, fire hydrants, and valves shall be specified by the TODBCSD and the actual construction shall be done by a contractor acceptable to the TODBCSD in accordance with the TODBCSD's Master Plan and specifications, and supervised and inspected by the TODBCSD. Current inspection fees shall apply, which are established by resolution or ordinance of the Board from time to time and deposited with the TODBCSD prior to construction approval. Nothing herein is intended to make the contractor an employee or agent of the TODBCSD.
- 10.04. All facilities, upon completion and final inspection, shall be offered for dedication to the TODBCSD, and upon acceptance of dedication, shall become the property of the TODBCSD as well as all easements.
- 10.05. Whenever land is to be subdivided, any water well, water-bearing land, Mains, and easements needed therefor which may be appurtenant thereto or which may be used exclusively thereon shall be deeded to the TODBCSD in consideration of the TODBCSD's approving any application for Water service to such tract or subdivision. Said deed to the TODBCSD shall be executed before any such application shall be approved by the TODBCSD; provided, however, that where water wells and equipment as described in this paragraph are used to supply water to additional land not

subdivided, such wells and equipment may continue to supply un-subdivided portion previously served until such time as the total area served is subdivided.

- 10.06. All fees for Facility/Capacity Charges shall be paid at the time of obtaining a connection Permit from the TODBCSD.

SECTION 11 ANNEXATIONS

- 11.01. A Person desiring to annex land to the District shall make written application accompanied by maps showing location and area of land with legal description.
- 11.02. The Board shall determine terms and fees, but in all cases, transfers of water rights, wells, and springs shall be made to the District.
- 11.03. Owner or Owners of land requesting annexation to the District, where said land is developed, shall, at their own expense, provide for such Water Mains, valves, fire hydrants, meters, services, and appurtenances as may be necessary for the distribution of Water to each lot, piece, or parcel of land as a condition of annexation. The service shall be carried to the lot line and clearly marked on the property curb. When installed, such Water improvements up to and including the Water Meter box but not to a dwelling unit shall become and be property of the District. Any existing water system or portion thereof in the annexed section shall first be brought to the design standards of the District at the expense of the Owner or Owners of property desiring annexation. Extensions of Water Mains to uninhabited or underdeveloped land proposed to be annexed to the District shall be made in compliance with the Main extension and/or subdivision policies as herein set forth in Sections 9 & 10.

SECTION 12 CROSS-CONNECTION CONTROL STANDARDS

- 12.01. The purpose of this Section is to protect the public potable Water supply system of the TODBCSD by establishing a Cross Connection Control Program to effect the control of Cross Connections, actual or potential, thereby isolating within the Customer's private water system or internal piping, contaminants or pollutants which could backflow or back siphon into the TODBCSD's Water supply system.
- 12.02. The regulations relating to Cross Connections as established in the California Administrative Code, Title 17, and as amended from time to time, insofar as these regulations are applicable to the protection of Water supply of this District are hereby adopted, incorporated herein by reference and made a part hereof.
- 12.03. The TODBCSD shall maintain and make available a list of approved backflow prevention devices which may be installed for the protection of the public Water supply system.
- 12.04. Service of Water to any premise shall be discontinued by the TODBCSD if a backflow prevention device is required by the rules and regulations of the TODBCSD is not installed, tested, and maintained or if defects are found in the installed backflow prevention device or if it is found that a backflow prevention device has been removed or bypassed or if unprotected Cross Connections exist on the Premises. Service will not be restored until such condition or defects are corrected. The TODBCSD representative assigned to inspect Premises relative to possible Cross Connection hazards shall carry proper credential of his or her office, upon exhibition of which, he or she shall have the right of entry during usual business hours to inspect any and all buildings and Premises in the performance of his or her duty. This right of entry shall be a condition of Water service in order to provide assurance that the continuation of service to the Premises will not constitute a menace to health, safety, and welfare to the people throughout the TODBCSD's Water system.

SECTION 13 EASEMENTS

13.01. Easements granted for Public Water Lines shall be exclusive easements or public easements, and shall be in a form approved by the General Manager.

SECTION 14 DAMAGE, REMOVAL, OR DISPLACEMENT OF TODBCSD WATER DISTRIBUTION SYSTEM

14.01. Any Person or Entity damaging or removing, displacing, or otherwise altering, without the permission of the General Manager, any portion of the TODBCSD Water system shall pay the County, state, federal or TODBCSD Costs of investigating and repairing such damage and replacing any removed item(s), and shall indemnify and hold harmless TODBCSD, its officers and employees from any claims, actions, costs (including attorney fees), damages or other liability resulting or arising from such damage or removal.

14.02. Any Person or Entity engaged in work that requires or results in damaging, removing, displacing, tapping or otherwise altering any portion of the TODBCSD Water system may do so only with the prior approval of the General Manager.

SECTION 15 STRUCTURES OVERLYING TODBCSD UTILITIES

15.01. No permanent structure (including without limitation, garages, patios, concrete slabs, tool shed or similar structure) shall be constructed on top of Water or wastewater pipelines or anywhere within the associated easements, unless approved in the original building Permit for the parcel or approved by the General Manager upon execution of a hold harmless agreement.

SECTION 16 DISCONTINUANCE OR LIMITATION OF WATER SERVICES

16.01. The supply of Water by TODBCSD may be discontinued or limited at any time without notice to Customers and TODBCSD shall in no way be liable for any damage or Costs resulting from such discontinuance or limitation and reserves the right to discontinue service while making emergency repairs, or other work required on the Water system as determined by the General Manager. Customers dependent upon continuous supply should provide emergency storage. TODBCSD does not guarantee and shall not be liable for any failure in continuity or limitation of Water service or Water pressure.

SECTION 17 USE OF WATER

17.01. No Person shall use any TODBCSD Water, except as otherwise provided for by ordinance, unless installation of Water Service Connection and initiation of the Water service has been approved by the General Manager in accordance with all applicable provisions of this code and standards as determined by the General Manager. Any use without such approval shall be unlawful.

17.02. No Customer shall knowingly permit leaks or Waste of Water. Where Water is Wastefully or negligently used (as defined in Section 2.27) on a Customer's Premises, the TODBCSD may discontinue the service if such conditions are not corrected after giving notice of violation as provided in **Section 48** of this Ordinance, or as provided in any other ordinance, resolution, rule, or regulation in effect at this time or as hereinafter adopted or amended.

SECTION 18 WATER METERS

18.01. No Water Service Connection may be attached to the TODBCSD Water Distribution System in order to provide service to buildings, Residential units, or landscaping unless such connection is equipped with a Water Meter installed by TODBCSD. Fire service

connections are exempt from this provision. The General Manager may grant exemptions for Temporary Water Service.

SECTION 19 WATER METER FEE

19.01. In accordance with the terms of this Ordinance, the Customer shall pay any applicable fee established by the Board of Directors to recover the Costs incurred by TODBCSD to provide, install or supervise the installation of a Water Meter.

SECTION 20 REQUIREMENTS FOR INSTALLATION OF WATER METER

20.01. Water Meters shall be installed by TODBCSD, or by a representative of TODBCSD at the discretion of the General Manager, and in accordance with all applicable TODBCSD standards, building codes, and regulations. A Water Meter shall not be installed unless a Water Meter Permit has been issued.

SECTION 21 ACCESS FOR READING, MAINTENANCE AND REPAIR OF WATER METERS

21.01. The Customer shall provide TODBCSD staff and its contractors access to the Premises receiving Water service as required for the installation, reading, maintenance, and repair of Water Meters, and shall keep Water Meters and meter boxes clean and accessible for such purposes.

21.02. The Applicant shall be solely responsible for the control of all animals, which may pose a potential threat to the TODBCSD employees or agents of, and shall be liable for any injury to TODBCSD employees or agents of, resulting from unrestrained animals. Should an Applicant for new Water service fail to properly restrain animals present on his or her Premises, the TODBCSD may, upon written notice, refuse to install or turn on service until such time as the TODBCSD determines that a threat to its employees, or agents of the TODBCSD no longer exists.

21.03. If an obstruction of a Meter or other TODBCSD facilities on or adjacent to the Customer's Premises prevents convening or servicing of the facility, the TODBCSD may deliver written notice to the Premises service, to remove the obstruction within a stated number of days as defined by the General Manager. If the Customer fails to do so, the TODBCSD may thereafter cause the obstruction to be removed at the Customer's expense.

SECTION 22 TESTING WATER METERS

22.01. Any metered Customer may request in writing that the meter through which Water is being furnished be examined and tested by TODBCSD to determine whether the meter is registering accurately the amount of Water being delivered through it. Upon receipt of such request, TODBCSD shall cause the meter to be examined and tested. If the meter is found to register over three (3) percent more Water than actually passes through it, the Customer's Water bill for the preceding three (3) months will be adjusted accordingly. If the meter is found to register less Water than actually passes through it, no billing adjustment will be made. Meter testing will be performed at a Customer's request, at no charge to the Customer, not more than once every twenty-four (24) months. Any more frequent testing requested by the Customer will be done only after the Customer has agreed in writing to pay the actual Cost of such examination and testing and has posted a deposit equal to the estimated Cost as determined by the General Manager. If, as a result of the more frequent testing, the meter is found to register over three (3) percent more Water than actually passed through it, the Customer's Water bill for the preceding three (3) months will be adjusted accordingly, the Customer will not be responsible to pay for the Cost of that examination and testing of the Water Meter and the deposit will be returned to the Customer. If the meter is found to register less than three (3) percent more Water or to register less Water than actually passes through it, no

billing adjustment will be made and the deposit will be used by the TODBCSD to pay its examination and testing Costs. If the deposit amount exceeds the actual Cost incurred by TODBCSD, the balance of the deposit will be returned to the Customer.

SECTION 23 WATER METER USE

23.01. No Person, other than those with the approval of the General Manager, shall install, maintain, repair, move, replace, adjust, tamper with, manipulate, damage, disconnect, or remove any Water Meter. Any Person or Entity performing any of the foregoing actions, whether or not authorized by the General Manager, shall pay all TODBCSD Costs of investigating and repairing any resulting damage or replacing any removed item(s), and shall indemnify and hold harmless TODBCSD, its officers and employees from any claims, actions, Costs (including attorney fees), damages or other liability resulting or arising from such damage or removal.

SECTION 24 SERVICE PROVIDED TO ANOTHER PARCEL

24.01. It shall be unlawful for any Person whose Water service pipe is attached directly or indirectly to a Public Water Line, to allow any Person to attach any pipe or hose connection to the plumbing on his or her parcel for the purpose of providing Water service to any other parcel. If any Person refuses to allow an authorized employee of TODBCSD to enter the Premises for the purpose of disconnecting the service pipe or hose connection attached to the Owner's plumbing, the General Manager shall immediately cause the Water service to the Premises of the Person so refusing entry to be shut off.

SECTION 25 INSPECTIONS

25.01. It shall be unlawful for any Person to interfere or seek to interfere with the inspection by the General Manager of any Water line, Water fixture, or Water using or Water distributing device to which TODBCSD Water is connected; provided that, before entering occupied dwellings or Premises for the purpose of making an inspection, the consent of the occupant thereof shall be secured. If consent is not secured, the General Manager shall take steps to effect an inspection as provided by law.

SECTION 26 RECONNECTION OF WATER

26.01. In no case shall Water service be restored to any Premises when shut off as provided in this Ordinance, unless the pipe leading thereto is directly connected with the Water distribution Main and unconnected from any other service pipe leading to any other Premises, or on approval of the General Manager and all past due accounts have been settled including Costs for shutting off and restoring Water service as provided in the fee schedule adopted by the Board of Directors.

SECTION 27 USE OF WATER AFTER SHUTOFF

27.01. Whenever, for any cause, TODBCSD shuts off any public or Private Fire Hydrant or pipe carrying or discharging Water from the TODBCSD Water Distribution System, it shall be unlawful for any Person to open such hydrant or pipe or to turn on or use any Water from such hydrant or Water pipe without first obtaining approval from the General Manager as provided herein.

SECTION 28 TEMPORARY WATER SERVICE

28.01. An Applicant for temporary use of Water from a fire hydrant shall secure a Permit therefor from the TODBCSD and pay the hydrant meter deposit as defined by the TODBCSD Board of Directors from time to time. The Applicant shall also pay for the Water used in accordance with the meter readings, at the rates prescribed by the Board.

- 28.02. Tampering with any fire hydrant for the unauthorized use of Water therefrom, or for any other purpose, is subject to a penalty charge for each occurrence as may be set by the Board.
- 28.03. The Applicant shall make the hydrant meter available as prescribed by the TODBCSD for reading on a monthly basis.
- 28.04. When abnormally large quantity of Water is desired for filling a swimming pool or for other purposes, arrangements shall be made with the TODBCSD prior to taking such Water. Permission to take Water in unusual quantities will be given only if it can be safely delivered through the TODBCSD's facilities and if other Customers are not inconvenienced thereby.
- 28.05. The Customer shall, at his or own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying, and utilizing Water, and the TODBCSD shall not be responsible for any loss or damage caused by the improper installation of such equipment, or the negligence, fault, or other wrongful act of the Customer or of any of his or her tenants, agents, employees, contractors, licensees, or permittees in installing, maintaining, operating, or interfering with such equipment. The TODBCSD shall not be responsible for damage to property, including, but expressly not limited to any damage caused by faucets, valves, and other equipment, which are open when Water is turned on at the meter, either originally, or when turned on after a temporary shutdown.

SECTION 29 DISCONTINUANCE OF SERVICE

- 29.01. Alterations, changes of equipment or piping, improper operation or lack of maintenance that results in conditions that are hazardous or are potentially hazardous to the potable Water supply, either within the Premises or in Public Water Lines shall be cause for the discontinuance of the supply of Water to the Premises until the hazard or potential hazard is abated to the satisfaction of the General Manager.
- 29.02. In case of fire, alarm of fire, or any situation which in the opinion of the General Manager has the potential to contaminate the TODBCSD Water supply, or in the necessity to make emergency repairs, TODBCSD shall have the right to shut off Water from any consumer or number of consumers without notice, and to keep it shut off as long as may be necessary.

SECTION 30 DISCONTINUANCE OF SERVICE AND NOTICE REQUIREMENT

- 30.01. If the General Manager determines that this Ordinance has been violated and an emergency shutoff is not warranted, the General Manager shall send a written notice to the Customer explaining the violation. If, within ten (10) days of receipt of the written notice, the Customer has not remedied the violation or requested an administrative hearing, Water service to the parcel may be discontinued until the violation has been remedied.

SECTION 31 ADMINISTRATIVE HEARING PROCEDURES

- 31.01. A Customer may request an administrative hearing to appeal imposition of fees or charges, determination of violations, or any other decision by TODBCSD. The request must be made to the General Manager within ten (10) calendar days of receipt of the bill for Water service or determination of violation. Such request must be made in writing and delivered to the TODBCSD office located at 1800 Willow Lake Road, Discovery Bay, CA 94505-9376

31.02. Within 10 days of receipt of a complete request for appeal, TODBCSD shall issue a written notice of an administrative hearing, which shall state that the Customer may appear in Person at a hearing before the General Manager.

31.03. Ordinance Violation Appeal. The General Manager shall conduct an administrative hearing within thirty (30) days of receipt of the appeal and render a written decision as to whether this Ordinance has been violated within ten (10) days of the administrative hearing. At the conclusion of the hearing, the General Manager shall determine whether the Customer violated the Ordinance, and the administrative Costs and Costs of discontinuance of service to be charged against the Customer, if any. If, after the hearing, it is determined that this Ordinance has not been violated, the General Manager shall not assess Costs of administration or Costs of Water service termination against the Customer. The General Manager may impose such conditions and take such other action as he or she deems appropriate under the circumstances to carry out the purpose of this Ordinance.

31.03.01. If the Customer wishes to appeal the decision of the General Manager, the appeal shall be directed in writing to the Board of Directors within three (3) calendar days after receipt of the General Manager's decision (not including Saturday, Sunday or holidays). The consumer shall be required to personally appear before the Board and present evidence and reasons as to why the Ordinance has not been violated. The Board of Directors may hear the appeal at their next regularly scheduled meeting or a special meeting called for the purpose of reviewing the appeal. The decision of the Board of Directors shall be made and a notice of the decision shall be served on the appellant within three (3) calendar days of the Board's decision, not including Saturdays, Sundays or holidays. The Board's decision shall be final and binding.

31.03.02. If the Customer does not timely appeal to the Board of Directors, then Water service to the subject property may be discontinued on written or telephonic notice to the Customer to be given at least twenty-four (24) hours after the latter to occur of: (i) expiration of the time periods set forth in this Ordinance; or (ii) the expiration of the appeal period.

31.04. Imposition of Fees or Charges Appeal. The General Manager shall promptly conduct an administrative hearing. After evaluation of the evidence provided by the Customer and the information on file with the TODBCSD concerning the Water service charges in question, the General Manager shall render a decision as to the accuracy of the Water service charges set forth on the bill and shall provide the appealing Customer with a brief written summary of the decision.

31.04.01. If Water service charges are determined to be incorrect, the TODBCSD shall provide a corrected bill and payment of the revised Water service charges will be due within ten (10) calendar days of the bill date for revised Water service charges. If the revised Water service charges become delinquent pursuant to this Ordinance, Water service shall be disconnected pursuant to this Ordinance. Water service will only be restored upon full payment of all outstanding Water charges, fees, and any and all applicable reconnection charges.

31.04.02. If the Water service charges in question are determined to be correct, the Water service charges are due and payable within two (2) business days after the General Manager's decision is rendered. At the time the General Manager's decision is rendered, the Customer will be advised of the right to further appeal before the Board of Directors. Any such appeal must be filed in

writing within three (3) calendar days after the General Manager's decision is rendered. Such appeal shall be conducted as set forth in 31.03.02 of this Ordinance. The Board's decision shall be final and binding.

31.04.03. If the Customer does not timely appeal to the Board of Directors, then Water service to the subject property may be discontinued on written or telephonic notice to the Customer to be given at least twenty-four (24) hours after the latter to occur of: (i) expiration of the time periods set forth in this Ordinance; or (ii) the expiration of the appeal period.

31.05. Water service shall not be disconnected during the time the General Manager or the Board of Directors is reviewing the matter and until three (3) calendar days, not including Saturdays, Sundays or holidays, after the written decision is served on the appellant. The decision of the Board of Directors shall be the final administrative decision.

SECTION 32 RECIRCULATING DEVICES

32.01. All swimming or wading pools or fishponds above two hundred fifty (250) gallons in capacity, using Water from the TODBCSD Water system or discharging to a public wastewater system, shall have a recirculating system equipped with an approved filter. The supply line shall also be equipped with an approved air gap.

SECTION 33 PUBLIC FIRE HYDRANT USE

No Person, other than authorized employees of TODBCSD or the agency providing fire service to TODBCSD or other Persons duly authorized by the General Manager shall open or operate any Public Fire Hydrant or attach any hose, tubing or pipe thereto for any purpose, without first obtaining a fire hydrant use Permit from the General Manager. Public use of the fire hydrant shall comply with conditions established by the General Manager and subject to such fees and charges as may be established by the Board. No Person, whether authorized to open a Public Fire Hydrant or not, shall leave a Public Fire Hydrant open or leave the cap off the nozzle of a Public Fire Hydrant after having ceased to use it. Any Person that opens or operates a Public Fire Hydrant, whether or not authorized as provided herein, shall indemnify and hold harmless the TODBCSD, its officers and employees from any claims, actions, Costs (including attorney fees), damages or other liability resulting or arising therefrom.

33.01. In the event that any Person shall violate any provisions of this section, TODBCSD may require that Person or the Entity whom they represent to provide a cash deposit, equal to five (5) times the fire hydrant use fee as adopted by the Board, as a condition of issuance for each and every fire hydrant use Permit requested by that Person or any other Person representing the Entity during the succeeding twelve (12) months. Said deposit shall be refunded after one (1) year if there are no further violations by that Person or by any Person representing the Entity, but shall be forfeited if there are any violations during the one (1) year after issuance of the Permit. If a Person or Person representing an Entity commits more than three (3) violations during any five-year period, the General Manager may refuse to issue any further fire hydrant use Permits to that Person or any Person representing that Entity.

SECTION 34 PRIVATE FIRE HYDRANT USE

34.01. Unmetered Water Service Connections providing Water supply to Private Fire Hydrants are subject to such fee as may be adopted by the Board of Directors and shall be used for fire suppression purposes only, except as otherwise provided herein. It shall be a violation for the Owner or business where Private Fire Hydrants are installed to use or allow others to use Private Fire Hydrants for any purpose other than fire suppression without obtaining the permission of the General Manager. The General Manager may

require the property Owner to purchase, install and maintain a detector check or similar device on each fire service provided to the property. The size, location and type of detector check or similar device shall be determined by the General Manager.

SECTION 35 OBSTRUCTION OF FIRE HYDRANTS AND OTHER WATER FACILITIES

- 35.01. No Person shall block or obstruct any public or Private Fire Hydrant in such a manner that interferes with its operation, maintenance or repair, or the attachment of a fire hose thereto. No Person shall deface, vandalize or damage a public or Private Fire Hydrant. No Person shall place upon or about any public or Private Fire Hydrant, Water gate or Water Meter connected with the TODBCSD Water Distribution System any building material or other obstruction so as to prevent free access to the same at all times.
- 35.02. Whenever any fire protection facility, including but not limited to, public or Private Fire Hydrant, or other appurtenances for use by the TODBCSD fire service provider are required to be installed pursuant to this Ordinance, there shall be included in the development plan and delineated thereon adequate provision for access by firefighting personnel and equipment to and from all such fire protection facilities. Such access shall be approved by the General Manager and the Owner may be required to dedicate to the TODBCSD as a condition of approval of the development plan, an easement sufficient for access by firefighting equipment to such fire protection facilities. Any such access easement shall be maintained in such a manner as to provide clear and unobstructed ingress and egress by firefighting personnel and equipment or maintenance personnel and equipment at all times.

SECTION 36 FIRE PROTECTION FACILITY AND WATER FLOW STANDARDS

- 36.01. The recommendations, guidelines, and standards for fire protection facilities and adequate Water flow published by the Insurance Service Office (ISO) are adopted as standards for fire protection facilities and adequate Water flow. Water distribution facilities shall be designed to meet such standards in effect at the time the facility design is approved by the General Manager.

SECTION 37 MAINTENANCE OF ON-SITE FIRE PROTECTION FACILITIES

- 37.01. All On-site Fire Protection Facilities shall at all times be maintained as installed, free of leaks and in good working order by the Owner of the land, except that fire protection facilities may be altered or modified with the written consent of the General Manager, if consistent with other provisions of this Ordinance. Maintenance of On-site Fire Protection Facilities shall include, but not limited to, repainting external surfaces and hydrant identification numbers, clearing away weeds, shrubs and other accumulations of vegetation, lubricating operating nuts and stems, and replacing nozzle caps, chains and gaskets.
- 37.02. The General Manager is hereby authorized to enter upon the land at reasonable times and in a reasonable manner to conduct periodic tests and inspections of such facilities. If the General Manager determines that any On-site Fire Protection Facilities are being maintained in such manner as not to meet the standards, the General Manager shall order the Owner to make such repairs, alterations, or additions as shall conform the facilities to such standards. The General Manager shall designate a reasonable time within which such repairs, alterations, or additions are to be made and it shall be unlawful for any Person so ordered to willfully fail or refuse to comply with such an order.
- 37.03. Without affecting the property Owner's responsibility for maintenance, the General Manager may inspect, service, test or repair Private Fire Hydrants and the property Owner shall be required to pay such fee for these services as may be established by the Board of Directors. Whether or not inspection, servicing, testing or repair is performed by

a property Owner or the TODBCSD, the property Owner shall indemnify and hold harmless the TODBCSD, its officers and employees from any claims, actions, costs (including attorney fees), damages or other liability resulting or arising from the condition of, or any failure to inspect, service, test or repair, any Private Fire Hydrant located on the Owner's property.

SECTION 38 FILING OF MAP

38.01. A map showing the size and location of all Water pipes and hydrants installed pursuant to this Ordinance and stating the material of which such pipes are made and the date of their installation and approval shall be filed with TODBCSD.

SECTION 39 LIABILITY FOR CHARGES

39.01. Application for regular Water service, where no Main extension is required, shall be made upon a form provided by TODBCSD.

39.02. The property Owner, as determined by the real property tax roll of the Contra Costa County Assessor, is liable for payment of Water service provided by the TODBCSD either directly, through contract, or Permit, and shall be liable for the rates, charges and fees that service as established by the Board of Directors. In situations where someone other than the property Owner occupies the property receiving the service, the Owner of the property shall be primarily liable for payment of services, though the occupant may pay the charges on behalf of the Owner.

39.03. It is the responsibility of the Owner of the real property to provide the TODBCSD's director of finance with the current billing address and to notify the TODBCSD of any changes of address.

39.04. It shall be and is hereby made the duty of each property Owner to ascertain from the TODBCSD the amount and due date of any rates, charges, and fees for which the Owner is liable. It shall also be and is hereby made the duty of each Owner liable for the rates, charges, and fees to inform the TODBCSD immediately of all circumstances, and of any change(s) in any circumstances which will in any way affect the applicability or the amount of any rates, charges, and fees to Premises where Water service is being received.

SECTION 40 ADDITIONAL CHARGES

40.01. The General Manager may cause to be accomplished any extra work or service that the General Manager deems reasonably necessary to provide Water service to a property within the TODBCSD in a manner that maintains the safety of the District's Water supply. The General Manager may cause the Cost thereof to be added to the regular billing for such Water service and to be collected in the same manner as other service charges are collected.

SECTION 41 CUSTOMER BILLING PROCEDURES

41.01. Water service charges, imposed for Water service to a Customer, shall be collected together with the charges for any other service rendered to the Customer by the District either directly, through contract or Permit. Such Water service charges shall be billed upon the same bill and collected as one (1) item with such other charges, unless other arrangements are approved by the General Manager.

41.02. Water charges shall begin when a Water Service Connection is installed to any lot or dwelling and shall continue until the Water Service Connection is removed.

41.03. The TODBCSD will annually or as otherwise establish a regular billing period.

- 41.04. Bills for Water service charges shall be rendered at the end of each billing period and are payable upon presentation. If full payment is not received at the TODBCSD business office on or before the due date indicated on the billing, the bill shall become past due and delinquent.
- 41.05. All unpaid rates, fees, charges, and penalties herein provided may be collected by suit.
- 41.06. Defendant shall pay all costs of suit in any judgment rendered in favor of TODBCSD, including reasonable attorney's fees.
- 41.07. If a nonresidential Water service bill remains unpaid at the next billing cycle, a reasonable attempt to provide notice of termination by telephone, writing, or in person will be made not less than 15 days prior to the disconnection date. The notice of termination shall indicate the amount of delinquency, and the date and time by which the past due balances must be paid to avoid discontinuance of service. A 5-day door hanger shall be placed at the service location in a conspicuous place to provide advance warning that service will be terminated if payment is not received before the disconnection date. If the bill remains unpaid, the service shall be discontinued on or after the day specified on the warning notice. Notice of any delinquency in a tenant's account shall also be sent to the Owner of the property with indication of the Owner's liability.
- 41.08. TODBCSD will not discontinue residential water service for nonpayment until a payment by a customer has been delinquent for at least 60 days. Discontinuance of Residential Water service for nonpayment shall be subject to the conditions and provisions contained in Section 42 of this Ordinance.

SECTION 42 DISCONNECTION OF RESIDENTIAL WATER SERVICE FOR NONPAYMENT

- 42.01. TODBCSD will have a written policy on discontinuation of Residential Water service for nonpayment available in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by at least 10 percent of the people residing in the TODBCSD service district. The Policy will be made available on the TODBCSD website.
- 42.02. Service disconnection for non-payment of bills shall be subject to the administrative hearing procedures specified in Section 31 therein. No less than 7 business days before discontinuance of Residential Water service for nonpayment, TODBCSD will contact the Customer on the account by telephone or written notice.
- 42.02.01. If contact to the Customer named on the account is made by telephone, TODBCSD will offer to provide in writing to the Customer the TODBCSD's Policy. TODBCSD will also offer to discuss options to avert discontinuance of Water service as described in Section 42.02.03 of this Ordinance.
- 42.02.02. If contact to the Customer named on the account is made by written notice, it shall be mailed to the Owner of the residence to which the service is provided. If the Owner's address is not the same as the service address, notice shall also be sent to the service address of the property, addressed to "Occupant." The notice shall include the following:
- a. Customer's name and address
 - b. the amount of the delinquency
 - c. the date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service
 - d. a description of the procedure to petition for bill review and appeal
 - e. a description of the procedure to request payment options to avert discontinuance of water service as described in Section 42.02.03 of this Ordinance.

- 42.02.03. The General Manager will be open to discuss options to avoid discontinuance of Water service for nonpayment that include alternative, minimum, deferred, reduced or amortized payments.
- 42.02.04. If TODBCSD is unable to make contact with the Customer or an adult occupying the residence by telephone and written notice is returned through the mail as undeliverable, TODBCSD will make a good faith effort to visit the residence and leave a 5-day door hanger warning notice and the Policy, in a conspicuous place, that shut off of Residential Water service for nonpayment is imminent.
- 42.03. TODBCSD will not discontinue Residential Water service for nonpayment if all the following conditions are met:
 - 42.03.01. The Customer, or Customer's tenant, submits to TODBCSD the certification of a "primary care provider," as that term is defined by Welfare and Institutions Code 14088(1)(A), that discontinuation of Residential Water service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where Residential Service is provided.
 - 42.03.02. The Customer demonstrates that he or she is financially unable to pay for Residential Water service within the normal billing cycle. To qualify as being financially unable to pay, the Customer or any member of the Customer's household, must be a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the poverty level.
 - 42.03.03. The Customer is willing to enter into a plan for alternative, minimum, deferred, reduced or amortized payments. TODBCSD may choose the best option that the Customer will undertake and set parameters for that payment option.
- 42.04. Customers who have entered into a TODBCSD plan for alternative, minimum, deferred, reduced or amortized payments may have Residential Water service discontinued no sooner than 5 business days after TODBCSD posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property receiving Residential Water service under either of the following circumstances:
 - 42.04.01. The Customer fails to comply with the agreed upon payment plan for delinquent charges for 60 days or more.
 - 42.04.02. The Customer while undertaking the agreed upon payment plan for delinquent charges, does not pay current Residential Water service charges for 60 days or more.

SECTION 43 DISCONTINUATION OF WATER SERVICES LANDLORD-TENANT

- 43.01. If the owner, manager or operator of a dwelling structure specified in Health and Safety Code Section 116916(a) is the Customer of record, TODBCSD will make every good faith effort to inform the Residential occupants, by means of a written notice, when the account is in arrears and that service will be terminated at least 10 days prior to the termination. The written notice will further inform the residential occupants that they have the right to become Customers, to whom the Residential Water service will then be billed, without being required to pay any amount that may be due on the delinquent account.

- 43.02. TODBCSD is not required to make Residential Water service available to the Residential occupants of the dwelling unless each Residential occupant agrees to TODBCSD's terms and conditions of Residential Water service, and meets the requirements of law and TODBCSD rules and tariffs. However, if one or more of the Residential occupants are willing and able to assume responsibility for the subsequent Residential Water service charges to the account to the satisfaction of TODBCSD, or if there is a physical means legally available to TODBCSD of selectively terminating Residential Water service to those Residential occupants who have not met the requirements of TODBCSD rules and tariffs, TODBCSD will make Residential Water service available to those Residential occupants who have met those requirements.
- 43.03. Health and Safety Code Section 116916(e) permits any Residential occupant who becomes a customer of TODBCSD pursuant to this section whose periodic payments, such as rental payments, include charges for Residential Water service, where those charges are not separately stated, to deduct from the periodic payment each payment period all reasonable Residential Water service charges paid to TODBCSD for those Residential Water services during the preceding payment period. TODBCSD is not responsible for such deductions and such deductions remain a matter between the Residential occupant and the Person or Entity to whom the underlying payments are being made.
- 43.04. In the case of a detached single-family dwelling, in order for the amount due on the delinquent account to be waived, TODBCSD may require an occupant who becomes a Customer to verify that the delinquent account Customer of record is or was the Owner, or Owner's agent for the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a governmental document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

SECTION 44 RESTORATION OF WATER SERVICE AFTER DISCONNECTION

- 44.01. Any amount due is a debt to the TODBCSD, and any Person, firm, or corporation failing, neglecting, or refusing to pay this debt may be subject to a civil action to recover any amounts due and/or to obtain any other relief authorized by law, from a court of competent jurisdiction.
- 44.02. If Water service is discontinued for violation of any of the TODBCSD's rules, regulations, resolutions, or ordinances, service shall not be reinstated until the violations have been corrected and all applicable security deposits, service charges, fees, and penalties, as provided for herein are paid.
- 44.03. The General Manager may authorize continuation of service to a delinquent account if an amortization agreement or other arrangements satisfactory to the TODBCSD have been established.
- 44.04. When Regular Water service has been discontinued for nonpayment, TODBCSD will provide the Customer with information on how to restore Residential Regular Water service. The service will not be restored until all delinquent charges and all applicable service charges, fees, and penalties, as provided for herein are paid.
- 44.05. Customers will be required to make payment only by cashier's check or money order, credit card or debit card. No cash or personal checks will be accepted.

SECTION 45 WAIVER OR ADJUSTMENT OF CERTAIN CHARGES AND REFUNDS

- 45.01. The General Manager may adjust or refund such charges for Water services as the General Manager may deem inequitable, penalty charges under extenuating circumstances, cancellation of duplicate billings, refund of duplicate payments and

refunds of amounts due to Customers on closed accounts. Refunds on closed accounts of ten dollars (\$10.00) or less will not be made unless a specific request is received from the party to whom the refund is to be made. The General Manager may cancel all amounts owed on closed accounts with a balance due to TODBCSD.

- 45.02. All adjustments or refunds may be credited to the Customer's account or refunded directly to the Customer upon request by the Customer and approval by the General Manager.

SECTION 46 FEE FOR RESTORATION OF WATER SERVICE

- 46.01. In the event that Water service to any Premises is shut off for nonpayment, the Water shall not be turned on until the amount due and a fee established by the Board of Directors to cover the Cost of making a service call to turn on the Water are paid in full, unless otherwise approved by the General Manager.

- 46.02. For a Residential Customer who declares a household income below 200 percent of the federal poverty line or if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, TODBCSD will do the following:

46.02.01. Waive interest charges on delinquent Water service bills once every 12 months.

46.02.02. Pursuant to Health and Safety Code Section 116914(a)(1), the fee to reconnect Water service during normal operating hours (7:30am – 2:30pm) will be the lesser of \$50 (as may be adjusted annually pursuant to Health and Safety Code Section 116914(a)(1)) or the actual cost of Water service reconnection.

a. Water service reconnection fees are subject to annual adjustment beginning January 1, 2021. Adjustment rate is based upon the Consumer Price Index for the San Francisco-Oakland-Hayward, CA region.

46.02.03. Pursuant to Health and Safety Code Section 116914(a)(1), the fee to reconnect Water service during nonoperating hours (before 7:30am and after 2:30pm) will be the lesser of \$150 (as may be adjusted annually pursuant to Health and Safety Code Section 116914(a)(1)) or the actual cost of reconnection.

a. Water service reconnection fees are subject to annual adjustment beginning January 1, 2021. Adjustment rate is based upon the Consumer Price Index for the San Francisco-Oakland-Hayward, CA region.

SECTION 47 ANNUAL REPORTING

- 47.01. TODBCSD will annually report on its website and to the State Water Resources Control Board the number of Residential Water service disconnections for inability to pay.

SECTION 48 VIOLATION AND INFRACTION

- 48.01. Any Customer found by TODBCSD to be in violation of any of the provisions of this Ordinance shall be deemed guilty of an infraction. Wherever or whenever practicable under the particular circumstances and pursuant to the discretion of the General Manager, any Person found to be violating any provision of this or any other ordinance, resolution, rule, or regulation of the TODBCSD shall be served by the General Manager or other authorized Person, with written notice stating the nature of the violation and

providing a reasonable time limit for the satisfactory correction thereof. Said time limit shall be not less than one, or more than seven working days unless otherwise specified. The offender shall, within the period of time stated in such notice, permanently cease all violations. Upon being notified by an authorized representative of the TODBCSD of any defect arising in any Water facility or any violation of this Ordinance, the Person or Persons having charge of said work shall immediately correct the same. All Persons shall be held strictly responsible for any and all acts of agents or employees performed under the provisions of this or any other ordinance, resolution, rule, or regulation of the TODBCSD.

48.02. Each day such violation is committed or permitted to continue after written notice has been served on the Customer by the General Manager or the Board of Directors shall constitute a separate offense and shall be punishable as such. TODBCSD may elect to prosecute such violation as an infraction(s) or as a civil violation(s) with fines or surcharges as defined by the Board of Directors from time to time, or as both an infraction and a civil violation.

48.03. Any Person violating any of the provisions of the ordinances, resolutions, rules, or regulations of the TODBCSD, or permitting or maintaining any property in violation of any of the ordinances, resolutions, rules, or regulations of the TODBCSD, shall be liable to the TODBCSD for any expense, loss, or damage occasioned by the TODBCSD by reason of such violation. Such liability shall be in addition to any other civil or criminal penalties imposed under this Ordinance or under any other provision of law.

SECTION 49 POWERS AND DUTIES OF THE GENERAL MANAGER

49.01. The General Manager is hereby authorized to and may perform all of the provisions of this Ordinance and is empowered to make interpretations of this Ordinance whenever a question may arise as to the necessity for, manner or method in which materials, meters, backflow control devices or other equipment shall be installed.

SECTION 50 REMEDIES CUMULATIVE

50.01. The remedies and penalties provided for in this Ordinance shall be cumulative and shall be in addition to any or all other remedies available to the General Manager and the Board of Directors.

SECTION 51 CERTIFICATE OF LIEN FOR DELINQUENT WATER CHARGES

51.01. When Water service has been discontinued and when the General Manager or the Finance Director has determined that the recovery of the amount due may be uncertain, then the General Manager or the Finance Director shall cause to be filed with the County Recorder a Certificate of Lien, setting forth the amount of the delinquent charges, including any interest and penalties therein, the name and address of the Person(s) liable therefor, and the same shall therefor become a lien upon all real property owned by such Person(s) in accordance with section 61115 of the Government Code.

SECTION 52 PLACING THE UNPAID CHARGES ON THE COUNTY TAX ROLLS

52.01. The amount of any charges and penalties for Water service may be collected on the tax roll in the same manner as property taxes. The General Manager shall prepare and file with the Board of Directors a report that describes each affected parcel of real property and the amount of charges and delinquencies for each affected parcel for the year. The General Manager shall give notice of the filing of the report and the time and place for a public hearing by publishing the notice pursuant to Government Code section 6066 in a newspaper of general circulation, and by mailing the notice to the Owner of each affected parcel. At the public hearing, the Board of Directors shall hear and consider any objections or protests to the report. At the conclusion of the public hearing, the Board of

Directors may adopt or revise the charges and penalties. The Board of Directors shall make its determination on each affected parcel and its determination shall be final. On or before August 10 of each year following these determinations, the General Manager shall file with the County Auditor a copy of the final report adopted by the Board of Directors. The County Auditor shall enter the amount of the charges and penalties against each of the affected parcels of real property as they appear on the current assessment roll. The County Tax Collector shall include the amount of the charges and penalties on the tax bills for each affected parcel of real property and collect the charges and penalties in the same manner as property taxes.

SECTION 53 CHARGES

- 53.01. The Board may from time to time establish by Ordinance, (except where otherwise specified), any or all of the following charges. The schedule of approved charges will be posted at the TODBCSD office.
- 53.02. Administrative Charges. The charges for returned checks, notary fees, and reproduction charges. This charge may be adopted by Resolution.
- 53.03. Consumption Charge. The consumption charge is the charge per hundred cubic feet for all Water registered by the Customer's Water service meter or a contractor's temporary/loaned TODBCSD owned meter.
- 53.04. Delinquency Charges. The charge added to each delinquent account at the time any amount becomes delinquent. When a delinquency charge is made, such charge shall be added to the account as of the date the account becomes delinquent and the charge shall become part of the amount due as of that time.
- 53.05. Disconnect Processing Charge. The charge, which covers the reasonable TODBCSD Costs of processing the past due accounts for disconnection.
- 53.06. Disconnect/Reconnect Charge. The charge or fee which covers the reasonable TODBCSD Costs of disconnection and reconnection of service connections which are in violation of the provisions of this Ordinance.
- 53.07. Fire Hydrant Installation Charge. The charge for installation of Fire Hydrants as may be required.
- 53.08. Fire Service Standby Charge. The monthly standby charge per inch diameter of the District fire service meter. Water use through this service shall be limited to the emergency fire requirements only.
- 53.09. Inspection Charge. Where a Customer service connection or facility requires inspection by TODBCSD personnel, the Customer shall be charged for such inspection.
- 53.10. Meter Test Charge. The charge, which covers the TODBCSD, Costs for pulling, testing, and reinstalling the Water Meter to be tested.
- 53.11. Plan Check Charge. The charge incurred by the TODBCSD in reviewing and inspecting water plans submitted to the TODBCSD.
- 53.12. Repair Charge. The charge incurred by the TODBCSD in repairing any damage to any TODBCSD meter, Water Mains, Water lines and/or any other appurtenances.
- 53.13. Special Facility/Capacity Charge. The charge required for development of limited service areas whenever Special Facilities, including, but not limited to, Booster Stations, Hydro pneumatic Stations, and Pressure Regulators are required. The charge to be made to a Developer or Owner of land that is considered by the TODBCSD to be within a limited service area shall be based upon the Developer's or Landowner's proportionate share to be borne by the Developer or Landowner shall be based on the percentage of such

development to the entire limited service area to be served by the Special Facilities, and the difference between the Cost of facilities to service the same number of acres or area under normal conditions and the Cost of facilities to service the acreage or area under special conditions at a higher Cost.

- 53.14. Availability of Service Charge. The availability of service charge is the monthly availability charge applicable to all metered services.
- 53.15. Unauthorized Use of Water Charge. The charge imposed on any Person, organization, or agency for each unauthorized use of TODBCSD Water, or for tampering in any manner with any meter belonging to the TODBCSD, where such tampering affects the accuracy of such meter.
- 53.16. Water Main Extension Charge. The charge for the replacement or construction of the Water Main fronting on the property to be served.
- 53.17. Water Service Connection Charges. The charge for the type and size of Water service meter and the Cost of connection of a building or property to the TODBCSD's Water system, as determined by the Board of Directors. Such regular charge shall be paid in advance by Applicant. Where there is no charge, the TODBCSD may require the Applicant to deposit an amount equal to the estimated Cost of such service connection.
- 53.18. Facility/Capacity Charges. The Water Service Connection charge for facilities/capacity based upon five separate categories including (A) storage; (B) supply; (C) transmission; (D) office and maintenance facilities; and (E) future storage and transmission facilities.
- 53.19. Water Rights Charge. Charges in lieu of delivery of water rights for new service connections and any other charge necessary for the purchase of replacement water.
- 53.20. Water System Design Charge. A non-refundable charge required for checking plans provided for all Main extensions, service connections, and/or special facilities or for requiring the preparation of engineering plans and drawings by TODBCSD personnel or consultants.
- 53.21. Permit Charge. Charge for issuance of a Permit for connection.

SECTION 54 WATER CONSERVATION

- 54.01. The purpose of this is to assure that all Water furnished by the TODBCSD is put to reasonable beneficial use, to prevent unreasonable use or Waste of Water and to promote efficient use and conservation of Water.
- 54.02. All Customers of TODBCSD are urged to take all reasonable action to prevent Waste of Water. The TODBCSD shall have the right, following notice and hearing, to impose upon any Water Service Connection such conditions as the TODBCSD determines to be necessary to prevent unreasonable use or Waste of Water.
- 54.03. All Customers of Water furnished by the TODBCSD are urged to take all reasonable action to conserve Water.
- 54.04. The TODBCSD shall vigorously pursue at all times a program for the conservation of Water consisting in such cost-effective measure as are from time to time authorized by the Board of Directors. Cooperate with local school districts in developing education programs on efficient Water use. Make available at the TODBCSD's office, public library, and any other public places printed materials on the need for, and methods of, Water conservation.
- 54.05. All new landscaping plans and irrigation systems must make efficient use of minimum quantity of Water and is installed, operated, and maintained in accordance with plans

that comply with all ordinances and regulations of the County of Contra Costa relating to landscaping in new developments.

SECTION 55 PLACE OF USE OF WATER, RESALE PROHIBITED

55.01. Resale prohibited. Except with prior written authorization of the TODBCSD, no Customer shall use, or permit the use of, any Water furnished by the TODBCSD on any premise other than that specified in his application for service, nor shall any Customer resell any Water furnished by the TODBCSD.

SECTION 56 ADOPTION AND EFFECTIVE DATE

56.01. This Ordinance is hereby declared to have been adopted by the District Board of Directors at a meeting thereof duly called and held on the 5th day of February, 2020, and ordered to be given effect thirty (30) days after its first publication as mandated by statute.

CERTIFICATION

Passed and adopted at a regular meeting of the Board of Directors of the Town of Discovery Bay Community Services District held on February 5, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Bill Pease
Board President

Attest:

Michael R. Davies
Board Secretary



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

January 15, 2020

Prepared By: Michael R. Davies, General Manager
Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title:

Discussion and Possible Action to Set the Date and Time of the 2020 Annual Board Workshop.

Recommended Action

Set date and time for 2020 Annual Board Workshop. Staff recommendation is Thursday, March 5, 2020 at 4:00pm.

Executive Summary

Each year the Board schedules an interactive workshop with staff to review Town accomplishments and future direction.

Last year, the Annual Board Workshop was held Thursday, March 7, 2019 at 4:00pm.

Staff recommends Thursday, March 5, 2020 at 4:00pm for the next Board Workshop. This date and time allows staff the time necessary to prepare for the workshop and take input from the Board. The 4:00pm time frame, has in the past, been the most convenient time period for all Board Members to attend. Staff estimates that the workshop will not last longer than two hours.

Primary Recommended Date: Thursday, March 5, 2020 at 4:00pm.

Alternative Dates for Consideration: Thursday, February 27, 2020 at 4:00pm.
Day or Evenings: March 9-12, 2020

Previous Relevant Board Actions for This Item

February 2, 2017 Annual Board Workshop for 2017,
March 1, 2018 Annual Board Workshop for 2018.
March 7, 2019 Annual Board Workshop for 2019.

AGENDA ITEM: F-3

FINAL

**CONTRA COSTA COUNTY
AVIATION ADVISORY COMMITTEE
MEETING MINUTES
NOVEMBER 14, 2019**

MEETING CALLED: Chair Maurice Gunderson called the meeting to order at 10:03 AM at Buchanan Field Airport

PRESENT: **Maurice Gunderson, Chair**, Member At-Large
Emily Barnett, Secretary, Member At-Large
Steven Starratt, Airport Neighbor – Byron Airport
Roger Bass, District II
Tom Weber, Vice Chair, District IV
Eric Meinbress, Member At-Large
Dale Roberts, District I
Derek Mims, City of Pleasant Hill
Russell Roe, District V
Ronald Reagan, District III
Keith McMahon, City of Concord

ABSENT: **Cody Moore**, Airport Business Association
Donna Dietrich, Airport Neighbor – Pacheco

STAFF PRESENT: Keith Freitas, Director of Airports
Beth Lee, Assistant Director - Administration

COMMENTS

BY CHAIR: Chair Maurice Gunderson welcomed the attendees.

PUBLIC COMMENT PERIOD:

Keith Freitas reminded everyone that Santa is coming to Buchanan Field Airport on Saturday, December 7, 2019 at 10am.

Ronald Reagan suggested that a change should be made to the September minutes regarding the Vasco Road-Byron Highway Connector. On the minutes, it states that it would need a majority vote to pass, when it should have stated that it would need a super majority vote in order to pass.

Maurice Gunderson acknowledged AAC member Donna Dietrich will be out for a while recovering from surgery due to a bad fall.

**APPROVAL OF
10/10/19 MINUTES:**

Moved by Derek Mims; seconded by Roger Bass. Yes: Emily Barnett, Russell Roe, Tom Weber, Eric Meinbress, Ronald Reagan, Steven Starratt, Dale

Roberts, Keith McMahon and Maurice Gunderson. No: None. Abstained: None. Absent: Cody Moore and Donna Dietrich.

**APPROVAL OF
CONSENT ITEMS:**

Moved by Eric Meinbress; seconded by Russell Roe. Yes: Emily Barnett, Ronald Reagan, Tom Weber, Derek Mims, Steven Starratt, Dale Roberts, Keith McMahon, Roger Bass and Maurice Gunderson. No: None. Abstained: None. Absent: Cody Moore and Donna Dietrich.

DISCUSSION/ACTION ITEMS:

a. Discuss items pulled from consent

The County Ordinance noise violation letters from January to October 2019 was pulled. Daniel Wick discussed letters and the importance of managing noise and restrictions. Airport staff will continue contacting local airports, flight schools, and clubs to remind them of the County Airport Ordinance flight restrictions.

b. Discuss the take action as deemed necessary relative to the Byron Airport General Plan Amendment. Schedule, milestones and status of deliverables

Beth Lee acknowledged that consultants are aware that County staff is very displeased with the work product we've received so far. A senior level manager has agreed to be more involved and help oversight the process. At a previous meeting, the consultants presented County staff with a revised administrative draft environmental report but there were grammatical/reference mistakes and some of the chapters (like transportation) needed more extensive revisions. A meeting was scheduled the following week with the traffic consultants, DCD, and Airport staff and we should have more information in the next 30 days. Keith Freitas informed everyone that both supervisors, Burgis and Mitchoff, gave Will Nelson, the project manager from the Department of Conservation and Development the authority to terminate the contract if he feels that they cannot deliver a good document. He also explained the risk of starting all over with a new contract and feels it's best to try and salvage the contract already in place if we can. If we were to start over, Emily Barnett suggested we ask for some sort of refund from the company.

c. Discuss the Bay Area Aviation Technology test site (BA²T²S) update

Keith Freitas stated that the County had a visit from Singapore Economic Development Board. They toured the Buchanan Field Airport for a couple of hours; they were very pleased with what they saw and eager to work with the Airport. Due to their congested airspace, Singapore doesn't allow much testing done there at present and are looking at testing options in the United States. The FAA already has seven pilot program locations designated for drone testing; New Mexico, Nevada, North Dakota, Texas, Alaska, New York, and Virginia. Originally the plan was to potentially partner with Nevada but we didn't get much interest most likely because they look at us as a competitor. Alaska, New Mexico and North Dakota have all expressed interest in partnering with the County. We are currently leaning more towards Alaska, which already has partnered with airports in Hawaii, Oregon, Iceland, Kansas and Mississippi. Airport staff is also researching an option to develop a COA (Certificate of Authorization) to attract testing.

Keith McMahon expressed that the public may have concerns with using terms such as drones, UAS, and VAS. He suggested that the public information be more informative.

d. Review of airport items discussed at the November 2, 2019 MDPA breakfast meeting

Maurice Gunderson expressed how important it is for Airport staff to attend these breakfast meetings to keep them updated with what's going on with AAC and items discussed. Beth Lee explained that all items on the current agenda were discussed at the breakfast meeting. One exception is advising the MDPA participants that we expect to start a master plan for Buchanan Field Airport in either 2021 or 2022 depending on funding. She encouraged everyone to be involved as it might have some changes that affect the airfield and airport stakeholders.

e. Discuss the current gate access control policy

Keith gave an update on the importance of not allowing piggy-back access through the vehicle gates. Airport staff is currently working on putting up painted "HOLD HERE" signs near the reader box to help prevent piggy backing.

f. Discuss terminal building design update

Pictures of the new building design for the new general aviation, aircraft rescue & firefighting (ARFF) facility, and administration office at Buchanan Field Airport were presented. Keith mentioned that now is the time to voice any suggestions stakeholders may have regarding the building site plan and design. Emily Barnett was very pleased with design; especially with the number of conference rooms. The building size is just under 20,000 sq. ft. and once the funding is received, we have the green light to move forward with completing the plan sets and building permit process. Questions about adding a second floor in the future were raised, but due to all the ADA requirements, that would roughly cost a minimum of \$1,000,000. The site plan was designed to allow expansion to the north and south.

In the current Master Plan, the best location for the tower would be on the west side of Buchanan Field. Maurice Gunderson informed the committee that original tower was located on the west side. Airport Staff is working with various FAA parties to find funding for a new tower which is estimated to cost about \$12,000,000.

g. Overview of habitat conservation program for Byron Airport

Daniel Wick explained the Brushy Creek Conservation Bank (BCCB) and the Byron Airport Habitat Management Land (HML) Conservation Easements and Habitat Management Plans specify actions and goals for conservation, such as grazing to achieve target grass heights, in support of Kit Fox and Burrowing Owl. The Range Manager visits a minimum of 7 times a year to report on habitat conditions and monitor cattle grazing on the Byron Airport HML. The Wildlife Biologist generally perform biennial and every-fifth-year visits, to monitor special status species on the Byron Airport HML. More than half of the Byron Airport (830 acres) property is set aside for HML which was required to construct the airport. Dale Roberts asked to get updates on how the plants and animals were doing. The Airport does not receive money to pay for the Range Manager and Biologist. The 120-acres BCCB was donated to the County in 2016 and is within the runway safety area for the airport and has conservation easements for the protection of burrowing owls.

h. Discuss status update of development proposed for Parcel C (northwest corner of Marsh Drive and Solano Avenue)

This agenda item was deferred to the AAC meeting in December.

i. Discuss status update of the PFAS work plan for Buchanan Field Airport

This agenda item was deferred to the AAC meeting in December.

j. Discuss status update of development proposed for 16 acres across from the director of airport office

This agenda item was deferred to the AAC meeting in December.

k. Discuss status of the aviation development on 3 acres at Byron Airport

This agenda item was deferred to the AAC meeting in December.

l. Discuss status update for 3-acre light industrial project at Buchanan Field

This agenda item was deferred to the AAC meeting in December.

FUTURE AGENDA ITEMS/COMMENTS

- **Discuss status update of development proposed for 4.6 acres parcel c (northwest corner of marsh drive and solano avenue)**
- **Discuss status update of the PFAS work plan for Buchanan Field Airport**
- **Discuss status update of development proposed for 16-acres across from the director of Airport Office**
- **Discuss status of the aviation development on 3-acres at Byron Airport**
- **Discuss status update for 3-acre light industrial project at Buchanan Field**
- **Discuss 280 & 288 Buchanan field road appraisal and rental agreement**
- **Discuss marsh bridge replacement project (Neal Leary)**
- **Discuss final budget for the fiscal year 2018/2019**
- **Discuss safety of driving on Airports**
- **2019 AAC Annual Report**

ADJOURNMENT: The Chair adjourned the meeting at 11:30 AM.

DRAFT

CONTRA COSTA COUNTY AVIATION ADVISORY COMMITTEE MEETING MINUTES December 12, 2019

MEETING CALLED: Chair Maurice Gunderson called the meeting to order at 10:03 AM at Buchanan Field Airport

PRESENT: **Maurice Gunderson, Chair**, Member At-Large
Emily Barnett, Secretary, Member At-Large
Steven Starratt, Airport Neighbor – Byron Airport
Tom Weber, Vice Chair, District IV
Cody Moore, Airport Business Association
Eric Meinbress, Member At-Large
Dale Roberts, District I
Russell Roe, District V
Ronald Reagan, District III

ABSENT: **Donna Dietrich**, Airport Neighbor – Pacheco
Derek Mims, City of Pleasant Hill
Keith McMahon, City of Concord
Roger Bass, District II

STAFF PRESENT: Keith Freitas, Director of Airports
Russell Milburn, Assistant Director - Administration

COMMENTS BY CHAIR:

Chair Maurice Gunderson welcomed the attendees.

PUBLIC COMMENT PERIOD:

On Tuesday December 17th, Keith Freitas will be presenting the Board of Supervisor with updates that are going on with Byron and Buchanan Field Airport.

Keith thanked the Airport staff for another successful Santa Event that took place at Buchanan Field Airport/Crowne on Saturday December 7th.

APPROVAL OF

11/14/19 MINUTES:

Moved by Tom Weber; seconded by Maurice Gunderson. Yes: Emily Barnett, Ronald Reagan, Cody Moore, Russell Roe, Steven Starratt, Dale Roberts and Eric Meinbress. No: None. Abstained: None. Absent: Derek Mims, Donna Dietrich, Keith McMahon and Roger Bass.

**APPROVAL OF
CONSENT ITEMS:**

Moved by Tom Weber; seconded by Emily Barnett. Yes: Maurice Gunderson, Ronald Reagan, Cody Moore, Russell Roe, Steven Starratt, Dale Roberts and Eric Meinbress. No: None. Abstained: None. Absent: Derek Mims, Donna Dietrich, Keith McMahan and Roger Bass.

5. Presentation- UAS/Drone Flight Authorization Near airports (LAANC)

Steven Starratt and Federal Aviation Administration (FAA) Air Traffic Control Tower Manager, Bill Hannan, presented a power point presentation and discussed UAS/drone flight authorization near Airports. Most drone pilot are not certified and have rules that they must abide by in order to fly, whether they are recreational or commercial drones' pilots. Steven discussed the rules for recreational and commercial drone pilots flying in controlled airspace and how LAANC (Low Altitude Authorization and Notification Capability) operates.

LANNC is a collaboration between the FAA and Industry. It directly supports UAS integration into the airspace. Before LANNC if any individual whether it be recreational or commercial wanted to fly in controlled airspace, it was a manual process that usually took a minimum of 90 days for approval. Due to that long process a lot of recreational drone pilots ignored getting approval and flew anyway, which created issues for the towers and airport operators. A few years ago, the FAA started some rules for both recreational and commercial drone pilots. Recreational pilots are not allowed to fly at nights and must operate in site meaning, you must be able to see the drone. Another rule that applies to recreational flying is that there is a 400 ft. limit above the ground. Part 107 pilots can apply for a waiver to fly at night or above the 400 ft limit.

How LAANC works is it automates the application and approval process for airspace authorizations and through automated applications developed by an FAA Approved UAS Service Supplier (USS) pilots apply for an airspace authorization. All controlled airports are under LAANC despite its only been around for a little over a year. Requests are checked against multiple airspace data sources in the FAA UAS data Exchange such as UAS Facility Maps, Special use Airspace data, Airports and Airspace classes, as well as Temporary Flight Restrictions and Notices to Airmen. If approved, pilots can receive their authorization in near-real time.

DISCUSSION/ACTION ITEMS:

a. Discuss items pulled from consent

There were no items pulled from consent

b. Discuss the take action as deemed necessary relative to the Byron Airport General Plan Amendment. Schedule, milestones and status of deliverables

There were no updates to report to the committee on the Byron Airport General Plan.

c. Discuss 280 & 2888 Buchanan Field Road appraisal and license Agreement

Smith and Associates completed their rental market rate appraisal for the two buildings, located at 280 & 288 Buchanan Field Road, which reverted back to the county. Charging fair market rent is a requirement by the FAA. The analyses determined that a majority of the space is rented below market rate, some exceeding 40 percent. Airport staff is meeting with tenants and other stakeholders to advise them of the findings. Airport staff will likely propose phasing the rent increases, over several years, to lessen the fiscal impact of the tenants. There were a few tenants that attending the meeting who expressed their thoughts and concerns with the changes. Although they are not happy with the changes and understand that the market is changing, they still will like to maintain the relationship they have with the Airport/County and to be involved in what's going on in the future.

d. Discuss status update of development proposed for Parcel C (northwest corner of Marsh Drive and Solano Avenue

On November 26th, 2019, Claremont Properties received comments from the City of Concord regarding their development application for the self-storage facility. Clermont's properties expect to submit a revised application by the end of December.

e. Discuss status update of the PFAS Work Plan for Buchanan Field Airport

On November 25th, 2019, Airport staff submitted a revised PFAS Work Plan to the San Francisco Regional Water Quality Control Board and received approval. Once Airport staff receives a written confirmation, they will start the PFAS investigative testing.

f. Discuss status update of development proposed for 16 acres across from the Director of airport Office

The 16-acre parcel was originally designated for aviation development on the Airport Layout Plan but was released as it was not needed for aeronautical purposes and better served being non-aeronautical. Airport staff is currently going through the lease proses with the FAA and received a letter from FAA staff while going through their archives, that this property was released in 1983. The development team is currently working to identify a prospective development plan and once that is done, Airport staff will meet either the County departments involved to discuss the future of this project. Depending on the rate of progress, construction could begin as early as next year.

g. Discuss status of the aviation development on 3 acres at Byron airport

Airport staff continues to work with Mark Scott Construction, in their interest in developing

approximately 3-acres of vacant land for aviation uses at the Byron Airport. They have provided some renderings of combination office/aircraft hanger space for the area. A meeting with the Airport staff, Department of Conservation and Development, PG&E, East Contra Costa County Fire Protection District, and the developer to review project, is set for the middle of December.

h. Discuss status update for 3-acre light industrial project at Buchanan Field

Expect to submit to planning in the next 30 days, looking to start construction in 2020.

i. Discuss Marsh Bridge replacement project (Neil Leary)

The project manager, Neil Leary of Contra Costa County Public Works, presented a PowerPoint that went over the history and future of Marsh Bridge. Marsh Bridge was constructed in 1938 and in 1965 they lengthened the bridge. It is approximately 325' ft. long and 34' wide. The construction cost of the new bridge is between \$12-15 million with the funding coming from Federal (Highway Bridge Program) and Local (County Match & Proposition 1B) outlets. When the County investigated the bridges in 2014, there are multiple deficiencies with the bridge, such as hydraulic, structural, seismic and width issues, which is why the City of Concord, who owns half of the bridge, agreed with the County when they proposed replacing the whole bridge.

There were three proposed alignment alternatives, which were replacing the existing alignment, the southern alignment and the northern alignment. The northern alignment was chosen as it had more pros than cons, as oppose to the remaining two alignments having more cons. Construction of the northern alignment will take place in two stages. The current bridge will remain open during construction with one lane going in both directions and some short-term closures, however, there will be a temporary closure on Iron House Trail during the second stage of construction. Neil acknowledged that he is working close with the Flood Control division of Public Works and he is currently in the environmental clearance stage of the project. The project was approved by both CEQA (California Environmental Quality Act) and NEPA (National Environmental Policy Act). Permits have already been drafted and looking to submit those before the end of the year, if the project goes along as scheduled, construction could begin towards the end of 2021.

Mark Goodwin, Chief of Staff for District 3, shared with the AAC that Neil Leary was recently recognized by the Board of Supervisor, for a national award he received from the American Public Works Association.

j. Discuss final budget for the Fiscal year 2018/2019

This agenda item was deferred to the AAC meeting in January.

k. Discuss safety of driving on Airports

This agenda item was deferred to the AAC meeting in January.

l. Accept 2019 AAC Annual Report

The 2019 AAC Annual report was accepted by the committee.

m. East County Marketing partnership

This agenda item was deferred to the AAC meeting in January.

FUTURE AGENDA ITEMS/COMMENTS

- **Restaurant added to new building**
- **Discuss safety of driving on Airports**
- **East County marketing partnership**

ADJOURNMENT: The Chair adjourned the meeting at 12:00 PM.



EAST CONTRA COSTA FIRE PROTECTION DISTRICT

BOARD OF DIRECTORS

Adam Langro

Carrie Nash

Brian Oftedal
President

Stephen Smith
Vice President

Joe Young

MEETING MINUTES

December 11, 2019

1. Call to Order: (6:32 p.m.)

2. Pledge of Allegiance: (6:33 p.m.)

3. Roll Call: (6:33 p.m.)

Directors Present: Langro, Nash, Oftedal, Smith, Young
Directors Absent: None

4. Presentations – None

5. Officer Elections – (6:33 p.m.)

Move by Director Smith to reelect Director Oftedal as President
Second by Director Young
Passed: 5:0:0

Move by Director Young to reelect Director Smith as Vice President
Second by Director Nash
Passed: 5:0:0

6. Public Comment: (6:35 p.m.)

There were no (0) Public Speakers

7. Consent Calendar: (6:36 p.m.)
 - 7.a. Approve November 13, 2019 Board Meeting Minutes
 - 7.b. Approve Disposal of Surplus Property

Director Young had questions regarding Item 7b and requested for the items to be separated.

Motion by: Director Young to approve Consent Calendar Item: 7a.
Second by: Director Nash
Motion Carried: 5:0:0
Ayes: Langro, Nash, Oftedal, Smith, Young

Motion by: Director Young to approve Consent Calendar Item: 7b.
Second by: Director Smith
Motion Carried: 5:0:0
Ayes: Langro, Nash, Oftedal, Smith, Young

8. Public Hearing
 - 8.a. Public Hearing and Approve Ordinance Adopting Modified 2019 California Fire Code: (6:38 p.m.)

President Oftedal opened the Public Hearing, Fire Marshal Aubert provided a staff report and President Oftedal invited Public Comment. There was no Public Comment. President Oftedal then closed the Public Hearing.

Motion by: Director Young to approve Ordinance Adopting Modified 2019 California Fire Code
Second by: Director Langro
Motion Carried: 5:0:0
Ayes: Langro, Nash, Oftedal, Smith, Young

9. Report of the Fire Chief / Informational Staff Reports:

- 9.a. Grants Update (6:43 p.m.)
- 9.b. Legislative Update (6:44 p.m.)
- 9.c. Station 55 Update (6:45 p.m.)
- 9.d. Type 1 Apparatus Update (6:48 p.m.)
- 9.e. Prevention Update (6:49 p.m.)
- 9.f. Operational Update (6:51 p.m.)

9.g. Public Outreach and Educational Activities Update (7:01 p.m.)

9.h. Update on "We are Listening" Outreach Effort (7:05 p.m.)

10. Board Reports and Requests (7:16 p.m.)

Director Young reported that he has been conferring with staff and the District's consultant NBS Government Finance on a draft impact fee study.

Director Smith reported attending a Byron MAC meeting, Supervisor Burgis' Open House, a Brentwood City Council meeting, a meeting of the Contra Costa County Treasury Oversight Board, and a quarterly meeting with Congressman McNerney

Director Oftedal reported attending the quarterly meeting with Congressman McNerney, Coffee with the Chief, and Supervisor Burgis' Open House, and said that he has had many one-on-one communications with District residents as part of the "We Are Listening" effort.

11. Date and Place of Next Meeting: (7:20 p.m.)

Wednesday, January 8, 2020 @ 6:30 p.m.

Brentwood City Hall Council Chambers 150 City Park Way

12. Adjourn (7:20 p.m.)

Discovery Bay P-6 Citizen Advisory Committee



Joseph Selby, Chair

Office of Supervisor Diane Burgis
Contact: Lea Castleberry
3361 Walnut Blvd., Suite 140
Brentwood, CA 94513

Respectfully submitted by:
Deputy Chief of Staff, Lea Castleberry

The Discovery Bay P-6 Citizen Advisory Committee serves as an advisory body to the Contra Costa County Board of Supervisors and the Office of the Sheriff.

Draft Record of Actions

6:00 p.m.

October 17, 2019

MEMBERS PRESENT: Chair Selby, Vice Chair Belcher, Committee Member Kane and Committee Member Mankin

MEMBERS ABSENT:

PRESENTATION OF COLORS: Led by Chair Selby

APPROVAL OF AGENDA: Motion to approve agenda as presented made by Committee Member Mankin. Second made by Vice Chair Belcher. Motion Carried 4-0. AYES: Belcher, Kane, Mankin and Selby

PUBLIC COMMENTS: None.

OFFICE OF THE SHERIFF – Monthly Calls for Service: Lt. Foley provided the monthly activity report for the months of July, August and September.

CONSENT ITEMS:

- a. **Approval of Record of Actions for April 10, 2019:** Motion to accept the Record of Actions as presented made by Committee Member Mankin. Second made by Councilmember Kane. Motion carried 4-0. Belcher, Kane, Mankin and Selby.

ITEMS FOR DISCUSSION AND/OR ACTION:

- a. **Update on Discovery Bay License Plate Readers:** Lt. Foley reported that 11 of the 19 LPR cameras are currently active. The remaining LPR's should be active by the end of the year.
- b. **Request Funding not to exceed \$5,000 for Community Outreach Programs in Discovery Bay:** Sheriff's Office made the request for "trinkets" for Discovery Bay events such as Booville, Rad Kids Program, Halloween Parade and other community outreach programs. Motion to approve the request made by Councilmember Kane. Second made by Vice Chair Belcher. Motion carried 4-0. Belcher, Kane, Mankin and Selby.
- c. **Discuss potential future projects in the Discovery Bay community:** Defer to next meeting.

CORRESPONDENCE/ANNOUNCEMENTS:

- a. None

FUTURE AGENDA ITEMS

- a. Discuss future community projects

ADJOURNMENT

There being no further business before the Discovery Bay P-6 Citizen Advisory Committee, Chair Belcher adjourned the meeting at 7:00pm. The next regularly scheduled Discovery Bay P-6 Citizen Advisory Committee meeting on January 8, 2020 at 6:00p.m. to be held at the Discovery Bay Community Center, 1800 Willow Lake Road, Discovery Bay, CA 94505.