



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Kevin Graves • Vice-President – Bill Mayer • Director – Robert Leete • Director – Bill Pease • Director – Chris Steele

TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
AGENDA PACKET

Regular Board Meeting
Wednesday, March 21, 2018

7:00 P.M. Regular Board Meeting

Community Center
1601 Discovery Bay Boulevard



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Kevin Graves • Vice-President – Bill Mayer • Director – Robert Leete • Director – Bill Pease • Director – Chris Steele

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

Wednesday March 21, 2018

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. Any person wishing to speak must come up and speak from the podium and will have 3 minutes to make their comment. There will be no dialog between the Board and the commenter. Any clarifying questions from the Board must go through the President.

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 special board planning meeting for March 1, 2018.
2. Approve DRAFT minutes of regular meeting for March 7, 2018.
3. Approve Draft Letter to County on Discovery Bay's Response to Preliminary Framework for Cannabis Regulation.
4. Approve Update to the Sewer System Management Plan.
5. Approve Register of District Invoices.

D. AREA AGENCIES REPORTS / PRESENTATION

1. East Contra Costa Fire Protection District Report.

E. PRESENTATIONS – Discussion and Possible Action

1. Croce, Sanguinetti, & Vander Veen – Financial Audit.
2. MCE (Formally Marin Clean Energy) – Presentation by MCE with Board Discussion and Possible Action to Decide Choice of Energy Provider.

F. MONTHLY WATER AND WASTEWATER REPORT – VEOLIA

1. Veolia Report – Month of February 2018.

G. BUSINESS AND ACTION ITEMS

1. Open the Public Hearing to consider; 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.
2. Discussion and possible action regarding the 2018 Program, Activities, and Event Fee Waivers.
3. Discussion and possible action regarding the approval of Notice of Completion for the Willow Lake Water Treatment Plant PLC and SCADA Upgrade Project.

H. INFORMATIONAL ITEMS ONLY

I. DIRECTORS' REPORTS

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

J. MANAGER'S REPORT

K. GENERAL MANAGER'S REPORT

1. Consulting Services – Maintenance and Assessment Districts.

L. CORRESPONDENCE RECEIVED

1. Received East Contra Costa Fire Protection District meeting minutes for February 5, 2018.
2. Received Discovery Bay P-6 DRAFT Record of Actions for January 10, 2018.

M. FUTURE AGENDA ITEMS

N. ADJOURNMENT

1. Adjourn to the regular meeting on April 4, 2018 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



President – Kevin Graves • Vice-President – Bill Mayer • Director – Robert Leete • Director – Bill Pease • Director – Chris Steele

**MINUTES OF THE SPECIAL ANNUAL BOARD PLANNING MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
THURSDAY, MARCH 1, 2018
SPECIAL BOARD PLANNING MEETING – 4:00 P.M.
Community Center
1601 Discovery Bay Boulevard, Discovery Bay, California
Website address: www.todb.ca.gov**

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call business meeting to order 4:00 p.m. – By President Graves
2. Pledge of Allegiance – Led by President Graves
3. Roll Call – All present with the exception of Vice-President Mayer and Director Steele.
4. Vice-President Mayer arrived at 4:10 p.m. and Director Steele arrived at 4:18 p.m.

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

None

C. PLANNING DISCUSSION ITEMS

1. Review of Mission, Vision, Values and Goals
2. Looking Back 2017 Year Review
 - a. Primary Issues
 - b. Accomplishments

General Manager Davies – Provided a PowerPoint Presentation related to the Mission, Vision, Values, and Goals, Looking Back 2017 Year Review, and Looking Forward to 2018. There was discussion related to the MOU for the Bridge and the Lake Group, the purchase of the Fire House, congratulated the Board on the Gold Level Award, Water Meter Project is now complete, and Sand Bay Isle leak continues.

Finance Manager Breitstein – Provided the details regarding the Budget Document that is now a Picture Book. Also provided updates regarding the completion of the Water Meter Project, Dashboards – changes to the RFA's, Water Ordinance, online Bill-Pay, - online EyeOnWater monitoring, new securities at all of the Plants (safety factors in place), reviewing all of the policies and ordinances. There was discussion regarding security system; cameras are in good working order.

Finance Manager Breitstein – Provided additional details regarding the Budget; more transparent, detail and content improved, CIP (Capital Improvement Budget) completely overhauled with new categories, financial dashboards (DRAFT). There was discussion regarding the financial dashboard related to the revenue (Water and Wastewater – revenue component (important to track), use contrasting colors.

3. Looking Forward 2018
 - a. Key Issues and Projects
 - b. Key Planning Efforts

General Manager Davies – Provided the details regarding the PLC upgrades.

Project Manager Sadler – Provided additional details regarding the communications panel upgrades related to upgrading in-house (pre-construction/components, radio) less expensive. There was discussion regarding the other Lift Stations.

General Manager Davies – Provided the details regarding Title 22 (completed by January 2022), letters to the schools regarding the sampling of water from the water fountains (lead testing), drought regulations, the Diffuser (reviewing the Options regarding the assessment of the repair), Wayfarer sewer section replacement, and the billing stage of the Water Meter Project. There was discussion regarding the billing stage (letters will go out the 1st week of April) and financing of the meter.

General Manager Davies – Provided the details regarding the lead pipe inventory (none found in Discovery Bay), Newport Plant PLC Project (on hold until September), water main replacement (Steak House and Firwood), Well 8 alternatives (locations), approval of the O&M Manual, Well 4A Rehab – on hold until later in the season, Cross-Connection Specialist Survey – program that prevents water to flow back into our system, and rehabilitation of the Community Center Swimming Pool.

General Manager Davies – Provided the details of the Park Maintenance Agreement; information given from the County “Discovery Bay needs to lower expectations”. Additional details provided regarding lighting in the front entrance of the Community Center, Du-All Safety Inspections, Digital Message Board, new auditors, Travel and Expense Policy, and the Service Club Signage Plaque.

General Manager Davies – Board consideration of title change from President and Vice-President to Chair and Vice-Chair, revision of the Water Ordinance, Cornell Park Deed, the Town 20th Anniversary (100% funded), Team Building for Management and discussion regarding the Emergency Operations and planning Tabletop Exercise.

General Manager Davies – Provided the details regarding the renewal of the NPDES (National Pollution Discharge Elimination System Permit (due next year – Gregory will be handling),
Public Comment Regarding:

- Process in place for a dispute regarding the water meter installation bill.

There was discussion regarding the process of how residents are being charged.

- Reclaimed water.

There was discussion regarding reclaimed water and that is part of Title 22 (special permits).

The Board made comments regarding additions to the list of projects;

- Recycled water (Purple Pipe) – keep on the radar (opportunities for Grants).
- Water and Wastewater Master Plan – keep moving forward.
- Community Center Financing Plan – Sustainability.
- Budget – apply for a California Society of Municipal Finance Officers (CSMFO) – Budget Awards.
- Online water monitoring EyeOnWater and Bill-Pay – enhance on the bills sent out and the website.

There was discussion regarding the current financing for the Community Center.

The Board made comments regarding additions to the list of projects;

- Special meeting for the concept of the Community Center.
- Alternatives for public or private – leasing arrangements.
- Agreement for water recycling and focus on the Community Center.

There was discussion regarding the additional list of projects.

D. ADJOURNMENT

The meeting adjourned at 5:01 p.m. to the next Regular meeting on March 7, 2018 beginning at 7:00 p.m. at the Community Center.

//cmc – 03-05-18

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



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Kevin Graves • Vice-President – Bill Mayer • Director – Robert Leete • Director – Bill Pease • Director – Chris Steele

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

Wednesday March 7, 2018

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. – By Vice-President Mayer.
2. Pledge of Allegiance – Led by Director Steele.
3. Roll Call – All present with the exception of President Graves.

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

Public Comment Regarding:

- Discussion regarding the Community Center expenses, revenue, and deficit; reach out to the residents.
- Lighting in front of the Community Center; dangerous situation.

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 special meeting for February 21, 2018.
2. Approve DRAFT minutes of regular meeting for February 21, 2018.
3. Approve Register of District Invoices.
4. Approve the First Amendment to Employment Contract with General Manager.
5. Approve the adoption of Resolution No. 2018-02 and the Records Retention Schedules.

Motion by: Director Pease to approve the Consent Calendar.

Second by: Director Leete

Vote: Motion Carried – AYES: 4 – Vice-President Mayer, Director Leete, Director Pease, Director Steele, NOES: 0, ABSENT: 1 – President Graves.

D. AREA AGENCIES REPORTS / PRESENTATION

1. Supervisor Diane Burgis, District III Report - Deputy Chief of Staff Lea Castleberry – No report.
2. Sheriff's Office Report - Crime Prevention Specialist Fontenot – Provided the details of the Sheriff Report regarding the reported activity for February. There was discussion regarding the number of citations. New system www.communitycrimemap.com – all of the calls for service are on this system within 24hours.
3. CHP Report - Officer Thomas provided an update for the month of February.

Public Comment on the Consent Calendar regarding:

- Pay increase to be considered routine by the District and placement on the Consent Calendar.

Legal Counsel Attebery – Provided details regarding placement of item C-4 on the Consent Calendar; appropriate placement.

E. LIAISON REPORTS

None

F. PRESENTATIONS

None

G. BUSINESS AND ACTION ITEMS

1. Discussion and possible action regarding the 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.

General Manager Davies – Provided details regarding the Proposal to Amend Ordinance No. 7.

Finance Manager Breitstein – Provided additional details regarding the amendment to Ordinance No 7 related to changes to infrastructure, water meters, and drought regulations. There was discussion regarding the changes to the Ordinance (complete overhaul).

Public Comment Regarding:

- Ordinance No. 7 - Provision 1.11, Provision 2.27, Provision 17.02, Provision 22.01, Section 31, Provision 51.02; a handout was also provided.

Legal Counsel Attebery – Provided details regarding the process of the Ordinance;

1. Introduce the Ordinance.
2. Waive the full reading.

Action tonight is to waive the first reading, and direct staff to place in the newspaper (post a summary of the Ordinance 5 days in advance of the Public Hearing meeting 3/21/2018/posting in the paper on Tuesday, March 13, 2018), to consider adoption of Ordinance No. 7 on March 21, 2018. The Public Comment recommended changes are related to policy issues.

There was discussion regarding the Public Comment related to the ability of the final arbitrator; what are other Agencies procedures.

Legal Counsel Pinasco – Provided additional details regarding the changes to the Ordinance.

Legal Counsel Attebery – Provided additional details regarding General Manager and Board Members are arbitrators with other Agencies.

Motion by: Director Leete to waive the reading of the Draft Ordinance and set the Public Hearing for March 21, 2018.

Second by: Director Pease

Vote: Motion Carried – AYES: 4 – Vice-President Mayer, Director Leete, Director Pease, Director Steele, NOES: 0, ABSENT: 1 – President Graves.

Legal Counsel Attebery – Amended the motion; to waive the first reading and direct staff to post the notice in the newspaper for the Public Hearing scheduled for March 21, 2018.

Motion Amended by: Director Leete to waive the first reading and direct staff to post the notice in the newspaper for the Public Hearing scheduled for March 21, 2018.

Second by: Director Pease.

Vote: Motion Carried – AYES: 4 – Vice-President Mayer, Director Leete, Director Pease, Director Steele, NOES: 0, ABSENT: 1 – President Graves.

2. Discussion and possible action regarding Board Response to County's Preliminary Framework for Cannabis Regulation.

General Manager Davies – Provided details regarding the proposed Framework related to Cannabis regulation.

Public Comment Regarding:

- Growing sites for Cannabis, outdoor personal growth, should not be visible from the street, buffer zone, age requirements, and taxation.

General Manager Davies – Provided details regarding the County website online survey.

Each Board Member provided their wish on Sensitive Site/Residential Buffers, Caps, and Outdoor Personal Grow.

Legal Counsel Attebery – Stated that due to differing opinions; the Board will need to come to a consensus on how to submit the wishes collectively. There was discussion regarding the process to send to the county regarding the Framework for Cannabis Regulation.

John Kopchik Department of Conservation and Development – Cannabis Regulation related to the best approach to send to the County.

The discussion continued regarding comments to the County for Cannabis Regulation.

Legal Counsel Attebery – Send one official letter from the Board of Directors of the Town of Discovery Bay; action and has the following comments on the Cannabis Framework.

The consensus of the Board is below:

- **Overall Reaction to the Framework:** Framework well thought out – Vice-President Mayer, Director Leete, Director Pease, Director Steele.
- **Sensitive Site/Residential Buffers:** Two Miles from Discovery Bay for cultivation (no sales) - Vice-President Mayer, Director Leete, Director Pease. No comment – Director Steele

John Kopchik Department of Conservation and Development – Provided details regarding concepts for Sensitive Site/Residential Buffers.

Legal Counsel Attebery – Direction for the letter related to the Sensitive Site/Residential Buffers; more distance than 1000; regarding Caps – conservative approach (caps on residential, retail, outdoor grow)

The discussion continued regarding the Sensitive Site/Residential Buffers (Buffer Zone).

- **Caps:** Tight Caps and monitored (Micro Business Sales) - Vice-President Mayer, Director Leete, Director Pease, Director Steele.
- **Outdoor Personal Grow:** No outdoor grow or personal use in Discovery Bay - Vice-President Mayer, Director Leete, Director Pease, Director Steele.

Consensus of the Board is to direct Staff to draft a letter and bring back to the Board at the next Regular meeting on March 21, 2018.

3. Discussion and possible action regarding the approval of Notice of Completion for the Water Meter Installation Project.

Justin Shobe Luhdorff & Scalmanini – Provided a presentation of the Water Meter Project completion summary. There was discussion regarding the warranty start date (as of the final meter – November) one year.

Public Comment Regarding:

- Bid amount; more than the bid.

Justin Shobe Luhdorff & Scalmanini – Provided the reasons for the bid amount: 1. Comparison of the meter quantity (specific number of types), 2. Adjustment to specifications regarding the brass fittings of the installation (PVC failures).

Motion by: Director Pease to approve the Notice of Completion and authorize the General Manager to release all retention for this project to JW Backhoe & Construction, Inc.

Second by: Director Leete

Vote: Motion Carried – AYES: 4 – Vice-President Mayer, Director Leete, Director Pease, Director Steele, NOES: 0, ABSENT: 1 – President Graves.

4. Discussion and possible action regarding Draft Amendment of Administrative Policy 008 – Reimbursement of Expense/Travel.

5. General Manager Davies – Provided the details of Policy 008 – Reimbursement of Expense/Travel related to the IRS rules and clarification language.

Motion by: Director Pease to approve the Draft Amendment of Administrative Policy 008 – Reimbursement of Expense/Travel.

Second by: Director Leete

Vote: Motion Carried – AYES: 4 – Vice-President Mayer, Director Leete, Director Pease, Director Steele, NOES: 0, ABSENT: 1 – President Graves.

H. MANAGER'S REPORT

None

I. INFORMATIONAL ITEMS ONLY

None

J. DIRECTORS' REPORTS

1. Standing Committee Reports

Vice-President Mayer – Provided the details of the East Contra Costa Fire Protection District meeting regarding the members of the ECCFPD Board and the Pulse Point (AED locations).

2. Other Reportable Items

K. GENERAL MANAGER'S REPORT

None

L. CORRESPONDENCE RECEIVED

1. Received – California Special District Association Board of Directors Call for Nomination Seat A.
2. Received – Special District Risk Management Authority Workers’ Compensation Longevity Distribution.

M. FUTURE AGENDA ITEMS

1. MCE Presentation at the March 21, 2018 meeting.
2. Legal Counsel for Assessments (funding sources for the Community Center).
3. Presentation from East Contra Costa Fire Protection District regarding the use of AEDs.

The regular meeting adjourned at 8:23 p.m. to the Closed Session.

N. OPEN SESSION DISCLOSURE OF CLOSED SESSION AGENDA

(Government Code Section 54957.7)

Legal Counsel Attebery – The Board is now adjourning into closed session regarding item O-1.

O. CLOSED SESSION:

1. Conference with Legal Counsel—Anticipated Litigation Pursuant to Government Code Section 54956.9(b)
One potential Case

P. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

(Government Code Section 54957.1)

Legal Counsel Attebery – Reporting from Closed Session on item O-1 and there is no reportable action.

Q. ADJOURNMENT

1. The meeting adjourned at 8:33 p.m. to the next regular meeting of March 21, 2018 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

//cmc – 03-09-18

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



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

March 21, 2018

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

MRD

Agenda Title

Approve Draft Letter to County on Discovery Bay's Response to Preliminary Framework for Cannabis Regulation.

Recommended Action

Authorize the General Manager to sign and send to CCC Conservation and Development Director John Kopchik the draft letter that documents Board responses to the "Preliminary Framework for Cannabis Regulation in Unincorporated Contra Costa County."

Executive Summary

At the regular Board Meeting on February 21, 2018 and March 7, 2018 the Board received information from Contra Costa County Conservation & Development Director John Kopchik on the "Preliminary Framework for Cannabis Regulation in Unincorporated Contra Costa County." Director Kopchik requested board feedback and input regarding cannabis regulation.

At the March 7, 2018 board meeting, the board provided input by consensus and directed the General Manager to craft a letter documenting their agreed-to responses, and to bring such a draft letter before the Board on this date for review and possible approval.

Attached to this staff report is a draft letter to CCC Conservation & Development Director John Kopchik containing the Board's responses to the "Preliminary Framework for Cannabis Regulation in Unincorporated Contra Costa County."

Previous Relevant Board Actions for This Item

Board Meeting on February 21, 2018
Board Meeting on March 7, 2018

Attachments

Draft letter – Board Response to Preliminary Framework for Cannabis Regulation



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



SDLF Gold-Level of Governance

President – Kevin Graves • Vice-President – Bill Mayer • Director – Robert Leete • Director – Bill Pease • Director – Chris Steele

March 22, 2018

Director John Kopchik
Contra Costa County
Department of Conservation & Development
30 Muir Road
Martinez, California 94553

Director Kopchik:

Thank you for providing information on the “Preliminary Framework for Cannabis Regulation in Unincorporated Contra Costa County” before the Discovery Bay CSD Board of Directors at their regular Board Meeting on February 28, 2018 and March 7, 2018. You requested input and comment from the Board and the Board has authorized the following responses:

1. What is your overall reaction to the Framework
A. The framework was “well thought through.”
2. Sensitive Site/Residential Buffers: What distance?
A. Cultivation should be two (2) miles away from Discovery Bay.
3. Caps: How many?
A. In the beginning keep caps tight, then release slowly as circumstances warrant.
4. Outdoor Personal Grow: Should it be allowed by right?
A. Do not permit outdoor personal grows in Discovery Bay.
5. Additional Comments
 - * We are against Microbusiness sales in and around Discovery Bay
 - * We support maps and zoning that show no sales in Discovery Bay
 - * The county should look at prohibiting outdoor personal use in Discovery Bay

If you have questions, please feel free to contact me.

Sincerely,

Michael R. Davies
General Manager



Town of Discovery Bay

“A Community Services District”

STAFF REPORT

Meeting Date

March 21, 2018

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

MRD

Agenda Title

Approve Update to the Sewer System Management Plan.

Recommended Action

Approve the Update to the Sewer System Management Plan.

Executive Summary

The State Water Board requires the District to update our Sewer System Management Plan (SSMP) every five years. Two minor changes have been made to the plan for your approval.

#1) Operator name change from Veolia Water to “Veolia NA”

#2) Page 6: Line Maintenance -

New Language: “The collection crew assess 100% of sewer system on an annual basis with “SL-RAT” assessment tool and hydro-cleans any potential “hot-spots” on a quarterly or as-needed basis. Thus, all of the 47 miles of sewer mains within our jurisdiction are assessed each year. From the assessment all ranking line segments are cleaned and/or videotaped.

Old Language: *The collection crew hydro-cleans and videos over 60,000 feet of sewer mains on an annual basis and hydro-cleans any potential “hot-spots” on a quarterly or as-needed basis. Thus, one fourth of the 47 miles of sewer mains within our jurisdiction are cleaned and videotaped each year. Every four years 100% of the network is cleaned and videotaped.*

The new change in language reflects the current use of the “SL-RAT” method for checking annually 100% of the District’s sewer system, verses the previous method which annually checked only 25% of the system.

Previous Relevant Board Actions for This Item

June 6, 2012

Attachments

Updated SSMP (March 2018)

Sewer System Management Plan



March 2018

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SSMP PROGRAM AUDITS

COMMUNICATION PROGRAM

RE-CERTIFICATION

GLOSSARY

Sewer System Management Plan

(SSMP)

SYSTEM OVERVIEW:

The Town of Discovery Bay Community Services District (TODBCSD) was formed in 1998 and remained relatively rural until experiencing significant residential growth in early 2000. As of 2008, there are approximately 47 miles of public sewer lines, 5,600 residential and commercial service connections. There are also approximately 600 manholes. The system is serviced by a series of fifteen (15) remote lift stations, five (5) of these which are less than ten (10) years old. The term District, Town of Discovery Bay, Town, TODB or TODBCSD are used interchangeably and convey the same meaning.

As of 2008, the average age of the collection system is approximately between five (5) and thirty (30) years old. The collection system consists mostly of PVC pipe, with the rest being vitrified clay pipe (VCP). The typical mainline sewer pipe size is 8" to 10" PVC & VCP with 8" PVC pipe being the standard used today.

Since the District was formed in 1998, it has always contracted or outsourced the "operation & maintenance" of its wastewater & collection system, first starting with Delta Diablo Sanitation District, and then in 1999 transferred those responsibilities to ECO Resources (or Southwest Water). Beginning on January 1, 2009 Veolia NA began operating the system under a multi-year, long term contract.

The District's contractor/s has had an active sewer system cleaning program in place since 1998. Relatively few line blockages have taken place since that time. Blockages and overflows have averaged about 1-2 a year, with our goal set for zero overflows.

Grease buildup appears to be the major cause of blockages and/or overflows. Throughout the years, the District has experienced SSO's resulting from vandalism, faulty parts and components, and operational errors.

Prior to 2010, videotaping of the District's sewer mains was rarely performed. However, as a part of our multi-year contract with Veolia NA, 25% of the total sewer system was videotaped annually in the first five (5) contracts. Consequently, 100% of the District's forty seven (47) miles of sewer mains was cleaned and videotaped.

The TODBCSD is located on "Old River", (part of the California Delta region) in eastern Contra Costa County. The District owns and operates the Discovery Bay Wastewater Treatment Plant. The plant is operated under permit of the National Pollutant Discharge Elimination System (NPDES), approved by the Central Valley Regional Water Quality Board. The plant is permitted to treat up to 2.1mgd of wastewater daily, which is then treated and eventually discharged into Old River. The District has very minimal storm water entering its collection system.

GOALS:

The main goal of this Sewer System Management Plan (SSMP) is to prevent Sanitary Sewer Overflows (SSO), by means of maintaining a maintenance program aided by Best Industry Practices and by being proactive regarding repairs and maintenance and equipment replacement.

The Town of Discovery Bay Community Services District along with its contractor Veolia Water, recognize the importance of protecting the various waterways that surround our beautiful boating and fishing community. By working together to prevent SSO's, our residents can enjoy the Delta's easy system of waterways, while protecting the Delta in the process.

The following are some of the Districts major goals:

1. Operate and maintain a collection system that is proportionately sized for the community with the necessary facilities to collect, treat and discharge pursuant to the Town's NPDES permit.
2. Operate and maintain all Lift Stations within our collection system.

3. Establish and achieve a goal of zero (0) sewage overflows (SSOs) for the year.
4. Contain any SSOs to a very small area, if and when they occur.
5. Annually train staff and contract employees in the proper methods of SSO management.
6. Annually educate Discovery Bay residents on how they can help prevent SSO's from occurring.
7. Continue to professionally manage, operate and maintain all parts of the wastewater collection system in a manner that conforms with all regulatory requirements.

	Yes	No
1. Does your agency currently respond to SSOs?	Y	
2. If a resident called the general City phone number listed in the yellow pages at 3 a.m. on a Sunday morning to report "some water bubbling up in the street" would the proper information get to the correct person in order to respond quickly? Remember a citizen will probably call the City where they live and not the wastewater agency responsible for the sewers (if the City isn't responsible for the sewers).	Y	
3. Do you have written Standard Operating Procedures in place to clean up SSOs?	Y	
4. Does your organization report to the State and local agencies.	Y	
5. Does that person have contact lists and check off sheets to track who was notified and when?	Y	

ORGANIZATION:

Service Calls – Business office hours of Veolia NA and the Town of Discovery Bay CSD are Monday through Friday, except on normal holidays, 7:30 a.m. to 5:00 p.m. All service calls related to the wastewater collection system are referred directly to Veolia NA during the day and to their afterhours on "ON-Call" personnel, who then contact appropriate personnel necessary.. The main phone numbers are 925-634-8818 for Veolia NA and 925-634-1131 for the District office.

LEGAL AUTHORITY:

This unit of local government is known as the Town of Discovery Bay, a Community Services District, with powers and territorial boundaries as prescribed in Resolution No. 97/295 of the Board of Supervisors of Contra Costa County, State of California, dated June 10, 1997, and as provided by law.

The purposes of the Town of Discovery Bay, as approved by the Local Agency Formation Commission and by law, are

- A. To operate as a Community Services District to provide wastewater connection, collection and treatment and discharge of treated effluent.
- B. The District operates under the legal authority of the state of California as a California Independent Special District. The District was formed on July 1, 1998 and is governed by an elected five (5) member Board of Directors.

District Resolution —Resolution Number 2007-12 regulates what materials can be placed into the sewer, including a requirement for grease interceptors for commercial businesses.

	Yes	No
Does your agency have legal authority to operate a wastewater collection system?	Y	
Does your agency have a sewer use ordinance that describes how the public can use your sewer system?	Y	
Does your sewer system have a Satellite Collection System attached to it and do you have a service agreement with that agency?		N
Does your agency require, through a legally binding requirement, that new sewer systems are properly designed and constructed (see Section 5, Design and Performance Provisions)?	Y	
Do your design standards require vehicular access to all manholes and cleanouts?		N
Does your ordinance, if you have one, prohibit the discharge of FOG and other debris into the sewer?	Y	
Do you require a public sewer easement be recorded over any new public owned sewer that is not within a public right of way?	Y	
Do you have a section in your ordinance that allows for enforcement of violations of your sewer use ordinance?	Y	

OPERATION AND MAINTENANCE PROGRAM:

Collection System Maps — The District has a complete set of recently updated Geographical Information System (GIS) maps identifying the location of each sewer manhole, its depth, and the direction of flow. Each manhole is also identified by which lift station the flow is heading into, along with the type of pipe material and pipe-size.

System Maintenance — The District maintains its collection system with modern equipment, including a fleet of vehicles that consist of a Hydro-Vac truck, a TV van, four pickups, and a heavy duty boom truck. District and contract personnel provide 24/7/365 emergency standby and is fully trained and equipped to make emergency repairs on lines up to 8" in diameter.

Computerized Maintenance and Management System (CMMS) — Veolia NA uses their **Sewer Inspection System** computer program to electronically store and retrieve data such as service calls, manhole designations, numbered line segments, line sequencing, and cleaning schedules. This program also electronically interfaces with the District's digitized base mapping GIS.

Video Inspection — The District's contractor owns and utilizes a modern CCTV van that includes state of the art digital video equipment and conducts underground pipe inspection on recently cleaned sewer mains. The District's entire collection system has been video inspected.

Lift Stations — The District has 15 Lift Stations with pump horsepower ratings ranging from 3HP to 105HP. All stations have redundant pumps and all have quick connect systems to accommodate one of five portable backup generators stored at the treatment plant should there be a need. In the event of redundant pump failure, hoses, pumps and pump-around solutions have been preplanned and tested in training exercises. The District has portable trash pumps that can also be utilized to bypass when necessary.

All 15 lift stations are connected via a radio based SCADA System at the treatment plant, which operates 24/7/365., The SCADA system is also backed up with by an application called *Mission*.

All Veolia NA field personnel carry cell-phones which are accessed by the SCADA system. Lift Stations have a dedicated full time mechanic who services and inspects each facility based on a computerized maintenance schedule. Duties include changing fluids, checking batteries and battery chargers, exercising standby generators, cleaning wet wells of grease buildup and floatables, etc.

Past experience has determined that frequent servicing of submersible pumps reduces pump life and increases risk of premature failure. The District therefore, successfully operates redundant pump

configurations for extended periods and successfully maintains a replacement inventory of a variety of pumps utilized throughout the system in the event of unexpected failure. Lift Stations are completely rehabilitated on an as needed basis with rebuilt or new pumps, 3/16" stainless steel pump rails and new wiring.

Line Maintenance — The collection crew assess 100% of sewer system on an annual basis with "SL-RAT" assessment tool and hydro-cleans any potential "hot-spots" on a quarterly or as-needed basis. Thus, all of the 47 miles of sewer mains within our jurisdiction are assessed, cleaned and videotaped (if needed) each year.

Capacity Studies — Developers are required to hire an independent engineer to conduct a hydraulic capacity study for residential developments of ten (10) units or more. The study examines both existing downstream line capacity and capacity at projected build-out. Commercial developments are also subject to the same requirements. These studies are kept on file by the District and are available for inspection.

A wastewater system master plan and ten year capital project forecast was completed in 2012. A copy of the Master Plan can be found on the Town's website at www.todb.ca.gov.

Collection System Long Term Rehabilitation Plan —

USA Marking Program — The District participates in the USA Marking Program and augments its efforts by distinguishing risk from third party excavation or drilling as likely or unlikely. In cases where risk is likely, the District takes extraordinary efforts to avoid and/or discover damage to District infrastructure. This includes using on-site District inspectors during construction and video inspection of District pipelines immediately following projects if underground issues arise.

Pipelines — All video work is reviewed and any areas of concern are addressed and acted upon to replace or make necessary repairs.

Training – Veolia NA provides training to their staff, in the handling of SSO's and necessary precautions to prevent an SSO.

Replacement Inventories – The District maintains a replacement inventory for fifteen (15) lift stations and the collection system, including spare pumps. These stations operate in all conditions without needing to use a redundant pump.

The District also has two (2) portable "trash" pumps up to 4" in diameter. All pumps are stored in a single location along with palletized lengths of extra hose with quick connect couplings. The District also maintains a number of portable trailer mounted generators ranging in size from 45KW to 150KW.

DESIGN AND PERFORMANCE PROVISIONS:

Standards for Design, Installation, Rehabilitation and Repair — The District's has adopted the Design Standards of Central Sanitary District, located in Martinez, CA. They are available to contractors and citizens at no charge and are updated as necessary.

Inspection and Testing of New and Rehabilitated Facilities — The District has an in-house construction inspector who inspects both new construction as well as repairs to ensure they are constructed according to generally accepted construction practices. The inspector insures that all construction meets District standards and State codes. All sewers constructed by outside contractors are pressure cleaned, tested and video inspected before acceptance by the District.

OVERFLOW EMERGENCY RESPONSE PLAN:

Overflow Response — the District has adopted Standard Procedure No.I.A.8, which outlines policies and procedures for handling service calls and overflows. The Plan is updated annually and includes procedures for overflow mitigation, emergency response, clean-up, spill recovery, internal and external resources and rehabilitation of damaged dwellings and buildings. It also includes provisions for public notification, testing for contamination, and notification to regulators. The plan addresses overflows at lift stations and sanitary sewers. The District has a vacuum truck to maximize recovery of sewage which reaches the street and/or storm drain system.

Overflow Reporting Policy — The District defines an overflow as any time raw sewage escapes from the public sewer onto public or private property. All overflows, backups, etc., are investigated as to cause and corrective action to prevent future incidents. Overflows 99 gallons or less are generally documented only by journal entries. Overflows in excess of 100 gallons, or complex events require thorough written reports. Overflows in excess of 1000 gallons are reported to the Office of Emergency Services (OES). All overflows are reported to the Central Valley Regional Water Quality Control Board (RWQCB) and the State Water Resources Board. The Plan also includes reporting requirements to other regulatory agencies as may be appropriate. The Town's Overflow Reporting Policy is attached and listed as Exhibit A.

FOG CONTROL PROGRAM (FATS, OILS, AND GREASE):

Fats, Oils, and Grease Control (FOG) — The District has relatively few commercial restaurants in its service boundary and all utilize grease interceptors as a pre-treatment system, and are maintained by restaurant owners. The District is in the process of developing a residential FOG program for our residents, along with a diaper and rag disposal program.

Veolia's collection staff accelerates cleaning frequencies in areas identified as being prone to grease collection or blockage. The District is also looking into replacing old lift station pumps with "chopper" type pumps which would reduce ragging buildup throughout the sewer main system.

SYSTEM EVALUATION CAPACITY AND ASSURANCE PLAN:

Financial Commitment — The District's sewer collection system is rather young in terms of age. Based upon the assessment, cleaning and video work performed annually District's current collection system, the District plans to replace any and all sewer mains that require replacement. The District is also allocates \$150,000 towards sewer main reserve fund that builds up annually.

MONITORING, MEASUREMENT, AND PROGRAM MODIFICATIONS:

Veolia NA prepares a monthly report tied to specific performance measures which are reviewed and refined each fiscal year. This includes a list of spot repairs identified and submitted for repair, blockages, overflows, miles televised, miles cleaned, number of service calls and service call response time during and after business hours.

SSMP PROGRAM AUDITS:

The District will audit its SSMP Program at intervals of not more than two years with its vendor Veolia Water to seek "what's working and what's not". A written report will be prepared and kept on file. The audit will focus on evaluating the effectiveness of the SSMP and the District's compliance with SSMP requirements. The audit will be conducted by the end of each even numbered year.

COMMUNICATION PROGRAM:

The District will communicate with the public on development, implementation, and performance of its SSMP through its semi-annual newsletter, public events, annual, and other methods of communication. The District will also provide the public with the opportunity to offer input through the newsletter and at public meetings of the Board of Directors to review and approve the SSMP.

RE-CERTIFICATION

The SSMP must be updated every five (5) years, and must include any significant program changes. Re-certification by the District's Board of Directors is required when significant updates to the SSMP are made. To complete the re-certification process, the District shall enter the data in the Online Database and mail the form to the State Water Board, as applicable.

SSMP GLOSSARY

ADDWF	Average Daily Dry Weather Flow
CWEA	California Water Environment Association
CMMS	Computerized Maintenance Management System
	HDPE
	High Density Polyethylene
I/I	Infiltration/Inflow
MGD	Million Gallons per Day
13267 Letter	Specific order issued by a Regional Water Quality Control Board requiring an agency to comply with a regulatory rule or requirement pursuant to Section 13267 of the California Water Code
SCADA	Supervisory Control and Data Acquisition (computer program)
SSO	Sanitary Sewer Overflow



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

March 21, 2018

Prepared By: Dina Breitstein, 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 \$ 403,288.83

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 2017/2018.

AGENDA ITEM: C-5

For The Meeting On March 21, 2018
Town of Discovery Bay CSD
For Fiscal Year's 7/17 - 6/18

Veolia Water North America	\$155,659.53
J.W. Backhoe & Construction, Inc.	\$117,209.87
U.S. Bank Corporate Payment System	\$23,590.55
Telstar Instruments, Inc.	\$22,207.50
WorleyParsons Group, Inc.	\$19,126.03
Luhdorff & Scalmanini	\$13,627.88
Byron Bethany Irrigation	\$8,525.34
Neumiller & Beardslee	\$5,965.50
County of Contra Costa Public Works Dept	\$5,720.94
Badger Meter	\$5,395.18
Sierra Display, Inc	\$3,343.13
Herwit Engineering	\$2,775.00
Freedom Mailing Service, Inc	\$2,769.88
Town of Discovery Bay, CSD	\$2,662.28
Mt. Diablo Resource Recovery	\$2,551.46
GreenPlay, LLC	\$2,500.00
Gemini Group L.L.C.	\$2,357.85
Du-All Safety	\$1,360.00
Karina Dugand	\$1,114.50
Verizon Wireless	\$819.16
Matrix Trust Co TPA# 207	\$717.53
Big Dog Computer	\$595.00
Cintas	\$532.28
ReliaStar Life Insurance Company	\$305.00
Brentwood Ace Hardware	\$288.21
Bill Brandt Ford	\$254.03
Upper Case Printing, Ink.	\$251.68
Comcast	\$221.03
Petty Cash	\$219.70
MailFinance	\$214.58
Lincoln Aquatics	\$139.71
Denalect Alarm Company	\$96.00
Smeared Paint	\$90.00
Discovery Pest Control	\$70.00
Community Center Refund Customer	\$12.50

\$403,288.83



Town of Discovery Bay

“A Community Services District”

STAFF REPORT

Meeting Date

March 21, 2018

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

MRD

Agenda Title

Presentation by MCE with Board Discussion and Possible Action to Decide Choice of Energy Provider.

Recommended Action

Receive presentation by MCE and decide on choice of energy provider.

Executive Summary

Contra Costa County has elected to join MCE (formerly known as “Marin Clean Energy”) as the unincorporated areas energy supplier. Commencing April 1, 2018, the Town of Discovery Bay’s energy provider will automatically change from PG&E to MCE, unless the Town proactively “opts out” of MCE.

PG&E was invited to attend and make a presentation, but they declined to do so.

To give some counter-balance to MCE’s presentation, a 2009 Marin Civil Grand Jury report is attached that takes the position against choosing MCE. Below is a link to the counter-argument to that report:

<https://www.marincounty.org/depts/gj/reports-and-responses/reports-responses/2009-10/marin-clean-energy>

At the end of MCE’s presentation, staff is seeking a Board decision on choice of energy provider.

Previous Relevant Board Actions for This Item

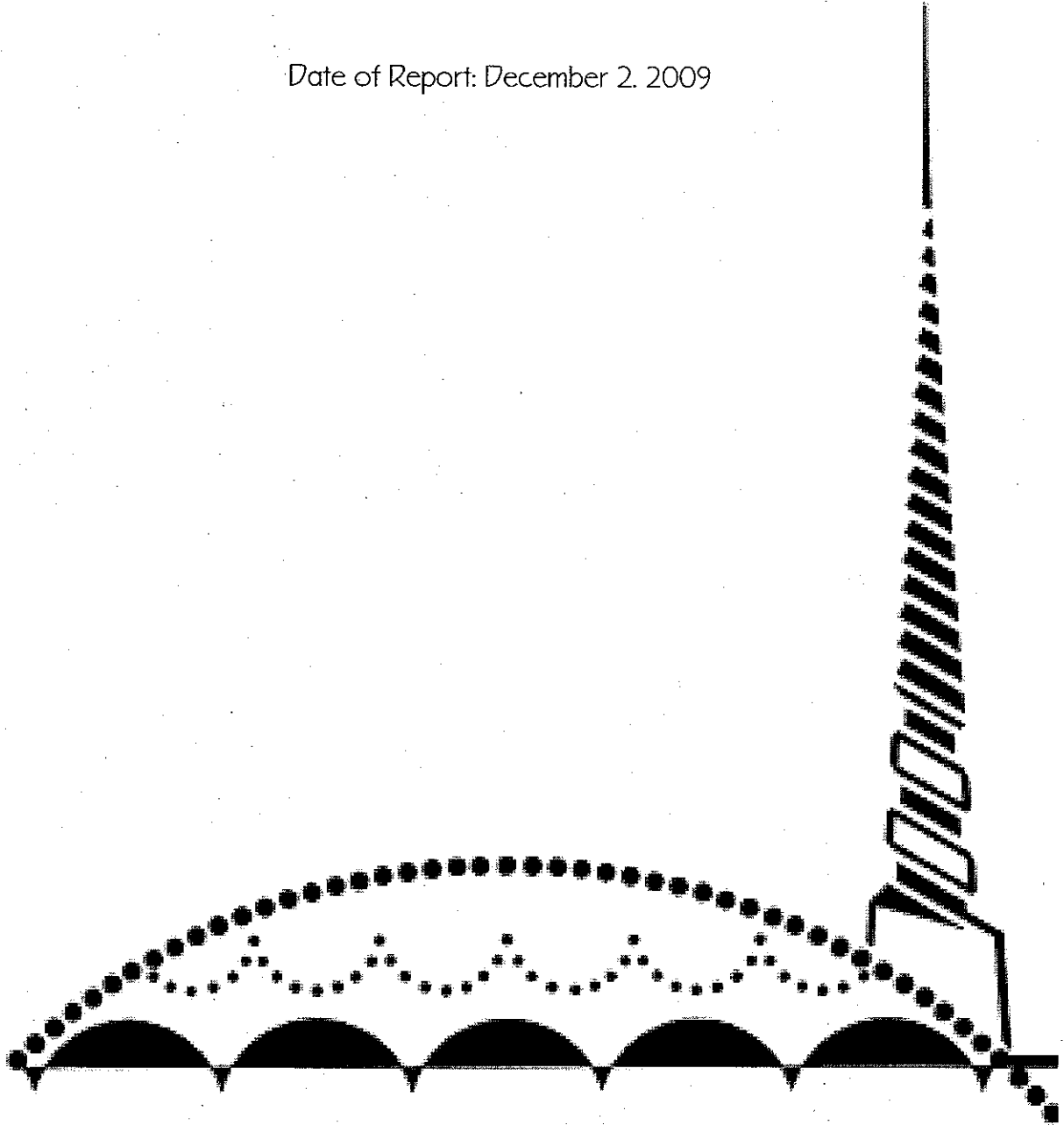
Attachments

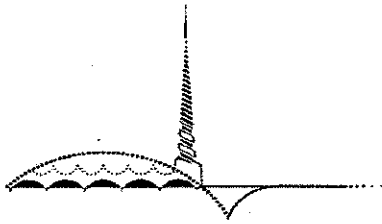
2009-2010 Marin County Civil Grand Jury Report - “Marin Clean Energy: Pull the Plug”
MCE Community Flyer

2009-2010 Marin County Civil Grand Jury

Marin Clean Energy: Pull the Plug

Date of Report: December 2, 2009





Marin Clean Energy: Pull the Plug

SUMMARY

Programs to preserve the environment clearly serve the interests of all Marin residents. The Grand Jury strongly supports the goal of achieving greater use of renewable and alternative energy sources as a means of reducing greenhouse gases. The issue explored in this report is not the need for “going green”, but rather how to achieve that goal in a manner that can be measured for success. The Grand Jury has concluded that the costs of the Marin Clean Energy (MCE) program remain undefined and the benefits are likely to be minimal. We believe there are alternative approaches that will better serve the community than the unproven and risky one now being proposed by the Marin Energy Authority (MEA).

The MEA, a recently formed Joint Powers Authority (JPA), is proposing the creation of the MCE program. The intent is to provide a higher percentage of electricity from renewable sources than is currently available through Pacific Gas & Electric (PG&E). This energy would be resold to residents, businesses and municipalities in the participating communities. The MEA Board would establish rates and policies and would eventually own and operate commercial power generating facilities. The transmission and distribution of electric power, as well as maintenance and billing, would continue to be performed by PG&E. Natural gas would not be part of this program.

The county and eight municipalities have expressed a tentative willingness to join, while the cities of Corte Madera, Larkspur and Novato have declined. The MEA Board has scheduled a final vote on February 4, 2010 regarding whether to proceed with the proposal. Unless a city council or the Board of Supervisors (BOS) decides to withdraw, that community will automatically be a participant.

According to the 2008 Community Choice Aggregation (CCA) Business Plan, the JPA plans to borrow approximately \$6.4 million during its initial year for start-up and working capital. An additional \$15.8 million of working capital will be required in subsequent years. The availability and sources of these funds have not been determined. Emphasis will be placed on providing long-term stability by eventually owning and operating renewable energy resources such as geothermal power plants, and wind and solar farms. To achieve this goal MEA plans to borrow an additional \$475 million.

The MEA Board of Directors, composed of one elected official from each of the participating jurisdictions, will have responsibility for signing contracts for the purchase of

power, setting rates for consumers, and overseeing the construction and financing of new generating facilities. MEA projects it will have approximately 100,000 customers who will be paying the costs of this new layer of bureaucracy.

Protecting the environment is in everyone's best interests. We believe there are many pathways to accomplish this, but any solution must be achievable and measurable. More stringent national and state regulations are requiring all energy producers to meet increased carbon neutral standards. PG&E will be required to meet these standards as well. In these economically challenged and difficult times, we question the decision to put the county into the business of operating commercial power generation facilities, a function not usually associated with the government of a small county.

The Grand Jury recommends that the MCE program be abandoned. We strongly urge the county and MEA to step away from their adversarial public posturing and seriously work with PG&E. No matter what has happened before, the time has come to foster cooperation. Efforts and money need to be directed toward forming a public/private partnership that will create an effective clean energy program that will help the county and cities achieve present and future environmental goals.

To PG&E we say, return to the table and work with Marin County. We support the efforts of all communities to work toward a more favorable mix of renewable energy. We also recognize that you have the expertise and the financial strength to be California's leader in protecting the environment. We ask you to partner with Marin to become a model for reducing greenhouse gas (GHG) emissions. It is a mutually beneficial goal.

Citizens of Marin are being led down a costly and extremely risky path not yet traveled by any other community in California. All costs incurred by MCE must be borne by the ratepayers as they are its sole source of revenue. An increment above the cost of power will be added to the ratepayer bill to cover all operating and financing expenses. Finally, MCE could present unforeseen legal and financial risks to the participating cities, the County of Marin, and the citizens as taxpayers. Every dollar expended by MEA must be recovered from the ratepayers. Therefore, it is the Grand Jury's recommendation that the Marin Clean Energy program be abandoned.

BACKGROUND

The passage of the CCA law in 2002, Assembly Bill 117 (AB117), enabled local governments to assume an active role in managing their electricity supplies through the selection of generation sources, investments in new power facilities, and rate setting. Once formed, a CCA is responsible for providing the energy commodity to its ratepayers. The existing utility provider, PG&E, remains responsible for the delivery, service, and billing of the electrical product as well as the supply of natural gas. To reap the benefits, the CCA will need to plan for financing, development, ownership, and operation of electric generating resources. Since passage of the law, many California communities have

investigated, researched, and/or attempted to form a CCA. As of the writing of this report, no CCA has yet been created in California.

MEA was formed in December 2008. As stated in the business plan, the county and participating cities would form a partnership to facilitate efforts to reduce greenhouse gas emissions from energy, provide more renewable energy choices, and create price stability. By June of 2009, this Authority counted among its tentative members the County of Marin and the cities of Belvedere, Fairfax, Mill Valley, Ross, San Anselmo, San Rafael, Sausalito and Tiburon. The legislation created clear off-ramps so that communities could withdraw during the study period. To date, Corte Madera, Larkspur and Novato have elected not to pursue membership.

Marin Clean Energy is the CCA program proposed by MEA to buy power directly from a contracted supplier in order to increase the percentage of renewable energy provided to participating customers. Under its current business plan, the MEA would sign a 5-year contract with an independent service provider to supply the energy. At some point, long term financing would be sought to actually begin the purchase and/or construction of renewable energy sources, i.e., wind farms, large-scale solar installations, biomass, and geothermal. According to the proposal, the MCE program would reduce Marin's greenhouse gas emissions, increase price stability, fuel small locally based green businesses, and enable local decision-making over the source, rate, and mix of electrical power used in Marin.

Legislation and executive orders are having a powerful impact on the rapid move toward carbon-neutral production. These mandates will force PG&E and all other energy suppliers to move aggressively toward renewable and carbon-free production. Energy innovation is changing daily. As a result, legislative and regulatory bodies are quickly adopting policies and procedures to take advantage of the latest technology. The most current and important legislative programs to be enacted are:

- California's landmark green legislation was signed three years ago (AB32), requiring the reduction of greenhouse gases to 1990 levels by 2020.
- California's existing Renewable Facilities Program set a goal of having 20% of retail electricity generated from renewable sources by 2010. This program is designed to establish a competitive, self-sustaining renewable energy supply while increasing the near-term quantity of renewable energy generated within California.
- On September 17, 2009, Governor Schwarzenegger signed Executive Order S-21-09, requiring that at least 33% of the state's energy creation and use by 2020 will be from renewable energy. A major purpose for this Order is to assure that utilities will have access to renewable power sources outside of California in order to meet the state's aggressive goals.

- AB 811 passed in July 2008, allows California cities and counties the ability to offer low-interest loans for energy-efficiency projects and solar panels to homeowners and small businesses. Relieved of high up-front costs, residents would repay the loans through assessments on property tax bills. If the home is sold, the outstanding loan balance is taken over by the new owner.
- Two solar bills were signed into law in California on October 12, 2009. AB 920 requires owners of solar or wind generation systems to be compensated for any surplus energy that they produce. SB32 was passed to encourage solar installations on large commercial spaces such as parking facilities and warehouse rooftops. The Bill requires utility companies to purchase excess solar electricity at a set rate over a twenty-year period.

METHODOLOGY

Like any new program or project that is in the development stage, MEA is subject to change as new information comes to light. The difficulty for the Grand Jury has been to determine what and when changes have been made. The 2008 CCA Business Plan was produced in April 2008. Since its publication, significant changes have been made. However, the documentation for these changes is absent. The business plan is an outdated document.

The Grand Jury interviewed representatives and staff of the County of Marin, representatives and committee members of the MEA, and members of the Board of Supervisors (BOS). Interviews were also conducted with representatives of several of Marin's municipalities. In addition, interviews were conducted with consultants of the firm that prepared the business plan, as well as independent consultants hired to review that plan. Representatives of PG&E, the California Independent System Operator (CAISO) and the California Public Utilities Commission (CPUC) were also interviewed.

Jurors attended council meetings of municipalities participating in MEA, meetings of the MEA Board and its working committees, and meetings of the BOS. Individuals representing opinions or organizations that support and oppose the proposed CCA also were interviewed.

The Grand Jury reviewed information including budgets, business plans and independent reviews of CCA viability, MEA studies and reports, minutes of MEA, the Board of Supervisors and municipal council meetings, and archived video and Power Point presentations from MEA and the BOS.

CCA programs considered by four other California communities were studied for applicable comparison to the proposed MCE program. A significant body of literature on the formation, risks and benefits of a CCA was also studied. For more detail on the information considered by the Grand Jury, please refer to the bibliography at the end of this report.

DISCUSSION

The following discussion is designed to enable Marin's elected officials and the citizens they represent to fully appreciate and understand the scope and implications of the decision they are about to make. Due to the complexity of the issue, most citizens have not taken the time to review the 100+ page business plan or the various alternative options.

The major questions are:

- Do consumers and municipalities understand this complex plan and what it will mean to them?
- How does the opt-out policy work?
- How many households and businesses will opt-out?
- If the opt-out number is large, will the remaining pool of customers be enough to support MEA's fixed expenses?
- Does the MEA Board have the professional expertise to compete in what has been a historically volatile and highly competitive business?
- Does it make sense to create a new level of bureaucracy by putting the county into the power business at a time when core services are being severely reduced?
- Will MCE accomplish the environmental goals outlined by MEA? What will the benefits be and at what cost? Where is the cost benefit analysis?

Organization of MEA

MEA is governed by a Board of Directors, composed of one elected representative from each of the participating jurisdictions. The primary duties of the Board are to establish program policies; set rates; provide policy direction to the Executive Director, and determine staffing, and compensation. The day-to-day operations of MCE will be under the direction of an Executive Director to be hired by the Board of Directors.

During the initial stage of the program, most of the operational responsibilities will be performed by the third party electric provider. These will include the technical functions associated with managing electric supplies and retail customer accounts. In the long-term, MEA may choose to have these functions performed by internal staff.

Where Do We Stand Today?

At this time, the MEA member cities, towns and the BOS, are in a 90-day period to review the contract that has been drafted with Shell Energy of North America, (US) PL. The MEA board is currently scheduled to vote on formation of the MCE program on February 4, 2010. The absence of a vote to withdraw would result in the wholesale transfer of all PG&E customers in those respective jurisdictions to MCE upon contract execution. Transfer of service will follow a phased approach:

- Phase I - municipal, commercial, industrial, and some residential accounts (20% of the customer base) by June 2010;
- Phase II - all remaining commercial and residential accounts (80% of the customer base) by January 2012.

As proposed, all utility customers within the unincorporated area of the County of Marin and the participating cities and towns in the JPA, will automatically have their electricity supplied by MCE instead of PG&E unless they take affirmative action not to participate (opt-out). Regardless of the consumer's election, as owner of the electric transmission and distribution network, PG&E will continue to transmit the electricity to homes and businesses, maintain all physical infrastructure, and process billing.

Resource Procurement Strategy:

In May 2009, MEA issued a Request for Proposal (RFP) for the supply of electric energy. The RFP requested that the bidders provide two fixed prices:

- Light Green with a minimum of 25% renewable energy
- Deep Green with 100 % renewable energy

Of the twelve bidders to the RFP three were deemed acceptable. Shell was selected as the prime candidate. The contract is based on the standard "Master Power Purchase and Sale Agreement" Version 2.1 (4/25/2000) developed by Edison Electric Institute. Although a good basis from which to start, this version of the Master Agreement by no means covers all of the requirements and unique Marin conditions and contingencies that would be involved in the supply of energy from renewable sources. Selected sections have been released, but a complete contract has not been available for a comprehensive review.

The objective of MEA is to provide Light Green energy (25% renewable) to the ratepayer at a price at or below PG&E's generating price. The promised rate to "meet or beat" only applies to year one for Phase I. Firm prices for Phase I will not be known until the completion of the 90-day review period, after the city and town councils have voted on their final participation in the JPA. The price for Phase II residential (80% of the program base) may not be set or known until late 2011 or early 2012. No such guarantee has been

made for Phase II customers. In making this statement MEA is comparing its probable price to the projected PG&E generating rates. Energy pricing can be very volatile, and use of historical data may not always reflect future rates.

It is purported by MEA that the firm price for Deep Green energy (100% renewable sourced) will be offered at a premium price of 5 to 10% above the Light Green option. It remains speculative how much this will actually be until the contract is executed. Based on information reviewed, the Grand Jury believes this projection to be low.

As of the publication date of this report, MEA has developed a Phase I contract with Shell Energy of North America, in first position as the energy service provider. The Phase I pricing when set in February 2010, is to be for a period of 5 years, starting June 1, 2010. In addition to this contract, the MEA must file an Implementation Plan with the CPUC. It is expected to be filed in December 2009.

MEA estimates that of those customers who do not opt-out of MCE, 80% will elect the Light Green option and 20% will opt for the Deep Green alternative. Although not revealed in available public documents, MEA representatives have stated at public meetings that customers not choosing the Deep Green option will be automatically enrolled in the Light Green option.

How Will These Goals Be Achieved?

The goal of MEA for the first 5-10 years is to provide customers of the Light Green option a rate offering at or below the projected rates of PG&E, and an estimated Deep Green rate at a 5 to 10% premium. The electrical service provider will act as a commodity broker but might not generate the power to fulfill the conditions of the contract. This power will have to be purchased from existing renewable sources. No new sources will necessarily be developed.

MEA plans to acquire and own renewable sourced generation facilities. The objective over the next 20 years is to progressively meet the demand with a mix of solar, wind, biomass, and geothermal power. Assuming that reserves can be accumulated to provide debt service, ownership or part ownership of renewable sourced power is envisioned. The belief is that ownership should help stabilize price volatility and reduce energy price risk. Renewable generation does not require a fossil fuel source.

A key aspect of the business plan is that it will benefit Marin County by bringing new jobs and employment to the local economy. The Marin County General Plan envisions the main population and business centers are to be in the City Centered Corridor along Highway 101. Open space and agricultural are to be concentrated in West Marin. Considering the size and topography of each sector, there is very little opportunity to develop large wind and solar installations. The most feasible power generating installations in the City Centered Corridor would be limited to solar panels on rooftops of businesses, parking facilities and homes. With all of the environmental restrictions in West Marin, it would be

difficult to imagine any major solar or wind project surviving the environmental review stage. The business plan states that large generation facilities may also be developed or purchased in areas outside of Marin such as Solano and the Altamont Pass. The potential for increased employment and new job opportunities in the county appears to be very limited.

The business plan that was introduced in April 2008 has become a moving target that needs updating. Since that time, some of the assumptions, dates and financials have changed due to new information and decisions. For example, the plan stated that the default plan for customers would be the 100% renewable product, now called Deep Green. As publicly stated in presentations by MEA, the default plan has subsequently been changed to the Light Green product of 25% renewable. The decision to switch default positions reduces revenue while not materially reducing expenses. In addition, the order in which customers will be added to the program was modified, and will have an impact on the timing of revenue and expenses. These adjustments may have been quantified, but they are not reflected in the plan. Presentations given to the participating cities have contained updated projections that differ from the plan.

Financing is another concern. The plan identifies approximately \$6.4 million needed for working capital to initiate the program, i.e. purchase the power to bring municipal and commercial customers on line. Traditional costs to be covered include payroll, consultants, contractors, and deposit requirements. The need for credit may increase by \$15.8 million to serve Phase II customers. This working capital provides for power purchases and overhead prior to the time MEA develops its own generation facilities. At that time, MEA plans to seek a final round of long-term financing, estimated to be \$475 million, in order to support development of renewable generation facilities.

The original "seed" money for the MEA consists of a series of grants and a January, 2009 loan from the Marin County BOS in three distributions totaling \$540,000 to date. This loan is to be repaid during the first year of operation. If the MEA does not proceed, it is unclear how the county taxpayers will be repaid. The entity will have no assets or cash flow until the actual delivery of power and the collection of the payments for that power.

If a government entity guarantees, endorses or collateralizes loans to the MEA, there is financial risk to the taxpayers. While there may be some financing alternatives available to the MEA, it would appear that it will have to rely on the credit of, or collateral from, some other entity in order to be deemed "creditworthy". On October 13, 2009, the BOS was advised that it will be asked to provide a guarantee to enable MEA to borrow \$2 million. This funding will occur prior to the planned contract execution of February 2010. Total initial credit projections indicate the need for working capital and start-up could exceed \$22 million.

Following the start-up of the program, the long-term intent of the MEA is to develop and own renewable generation capabilities. Financing appears to be more feasible since that event would not occur until the program had an established ratepayer base in addition to

having built up some reserves during the early years of operation. With proven cash flow and the ability to use the developed generation sources as collateral, the MEA would find receptivity in the markets and would probably be able to accomplish long-term financing to build the sources of power and repay the earlier incurred debt. The burden of repayment will be on the ratepayers. This may be reflected in higher monthly utility bills. If financing fails, MEA will be in the business of purchasing power indefinitely.

Opt-Out Provision

Once operational, all participating cities and the county will be transferred to the MCE program. As noted by multiple studies, this project is dependent upon the automatic transfer of all customers. The participation level that is critical to success may not be achieved if the consumer is required to opt-in. AB117 allows the nine members of the MEA Board to vote for formation. Consequently, all customers within the participating jurisdictions would automatically be transferred to MCE without customer or voter approval.

A recent *New York Times* article (November 17, 2009) explains that the sign-up rate for alternative renewable programs run by utilities is only about 2%, despite growing public interest. Solar and wind power generally are more costly than power generated by fossil fuels. The article goes on to say that while many people support alternative energy in principle, they personally may not want to spend hundreds of dollars more for electricity, especially in the current economic environment.

The burden of choice, therefore, is placed upon the individual customer. Residents will be required to respond to the MCE opt-out notification if they prefer to stay with PG&E. MCE plans to send out four such notifications over a 120-day period; beginning 60 days prior to automatic transfer. The following attributes of the opt-out provision remain to be addressed in public documents:

- How much will the ratepayers pay in penalties and exit fees if they opt-out after the 120-day period?
- How will ratepayers be notified of the opt-out process and the effective dates of withdrawal?

Benefits

MEA sees implementation of the MCE program as the best tool available to achieve significant progress toward its goals. MCE continues to be perceived as the major driving force to reduce greenhouse gas emissions in Marin County. Benefits may include:

- **Customer Choice:** The cities and county will have the ability to choose different renewable energy levels and benefit from long-term cost competition.

- **Cost Stability:** Costs may be locked in through power purchase agreements and owned generation assets.
- **Focus on Customer Needs:** The MCE program will bring value to customers by setting rates that are tailored to local needs.
- **Local Control:** Policy direction and rate setting will be the responsibility of the MEA board.
- **Greenhouse Gas Reduction:** The MCE program will aid in reducing GHG levels and help reduce potential compliance costs of AB32. MCE can help by increasing local consumption of renewable energy.

Risks

The business plan explicitly states that a quantitative risk analysis will be included in a future revision or supplement. Two independent reviews of the business plan repeatedly referred to the need for specific areas to be studied in such a review. The Grand Jury has requested the risk analysis on multiple occasions; it has not yet been provided. Consultants have informed the Grand Jury that further analyses of the contract and pricing may be performed immediately before and after contract execution. The specifics of these reviews are not outlined; whether these reviews will cover the depth of risk analysis suggested by peer reviews is unknown.

In an effort to better inform their elected officials, the participating city managers and the County Administrator contracted for an additional review of the service contract. Released by MRW and Associates on November 20, 2009, this report highlights significant risks to MCE customers. The report explores the volatility of energy pricing and encourages MEA to clarify that it may not “meet or beat” PG&E rates going forward. It recommends that MEA develop and publicize their proposed rate structure, identify and address unknown costs in the contract and potential rate discrepancies as Phase II customers are brought on-line. The Grand Jury strongly urges all participants in MEA to review this report and all others available on the MCE website.

The following risks have been identified by the Grand Jury through its research and are categorized as either near-term or long-term. The Grand Jury recognizes that there may be ways to mitigate these risks, but they should be made clear to all involved. With a few exceptions, the risks of MEA are actually risks to the ratepayers who are its sole source of revenue.

Near-Term Risks

The Contract. The timing of the contract with a supplier may result in a price that does not meet the commitment of MEA to be at or below PG&E’s price. As a result, if the MCE program does not go forward, all costs incurred to date will remain with the county. If the contract does deliver the promised price, then additional ratepayer concerns will be:

- How do the Deep Green rates compare to the current utility rates?
- How will termination fees be determined in the event MCE customers opt-out?
- How are uncertainties about the number of participants being addressed?
- Will a deposit be required?
- Have all potential costs been delineated in the contract?

Competitive Action. PG&E may take aggressive action to prevent the loss of customers to the MCE program. Such action might include customer outreach; legislative, regulatory and legal challenges, and the introduction of innovative public/private programs. The challenges could significantly impact MCE if ratepayers elect to remain with PG&E. The cost incumbent in combating such competitive action has not been quantified, and could be significant.

Market Movement. Energy costs are subject to volatile changes. MEA, along with all other buyers and sellers, will be subject to market volatility. PG&E may find it possible to ameliorate the effects of volatility as a high percentage of its generation costs have been fully amortized. With the intensity of legislative activity in this area, costs for renewable energy will likely increase with demand; therefore, long-term contracts may not prove advantageous for MEA. The Grand Jury has been told by various sources that the firm price for Deep Green energy (100% renewable sourced) will be offered at a premium cost over Light Green energy. It remains speculative as to how much this premium will be until the actual fixed contract prices are known.

Credit Availability. As already noted elsewhere, MEA will need to borrow money for start up and working capital before selling any electricity or owning any assets. The county has loaned funds thus far which, according to recent MEA presentations, total \$540,000. Repayment is expected during the first year. Larger sums will require more formal credit accommodations, which may be available only with some assistance from the county, or one or more cities. On October 13, 2009, county staff informed the BOS that if the program goes forward, MEA may need to request guarantees from the county and participating cities in order to secure credit. It should be noted that even if the cities do not guarantee MEA credit, it is possible that they would be exposed to future legal action.

Reduced Ratepayer Base. The CCA legislation provides that all ratepayers in participating cities and the county will be included in the MEA unless they take specific action to opt-out. Once a contract is signed for a specific amount of power, any reduction in the number of ratepayers will mean the MEA will have excess power that must be sold at the current market price. For this reason the business plan states that a "termination fee" will be charged to those that elect to return to PG&E after the initial opt-out period. Neither the amounts nor the calculation formula has been determined. The composition of the ratepayer base is highly skewed to the small business and residential ratepayers, a significant benefit to MEA. Marin demographics include few large users such as the Marin Municipal Water District (MMWD) that would pose risk if they elect to opt-out and return to PG&E.

Legislative and Regulatory Changes. The CCA concept has yet to be activated in California. Any start-up assumes risk that the rules may change. In the *New York Times* article previously cited, an example of regulatory risk is illustrated with a Florida Power and Light green power program called "Sunshine Energy". The program was terminated last year by the Florida State Public Service Commission, after an audit discovered that promised solar power facilities were far behind schedule and approximately 76% of homeowners' payments went to administrative and marketing expense instead of providing renewable energy.

Organization and Staffing. The appointed members of the MEA Board have little or no professional experience in the management of an electric utility company. It is essential that the key managers and staff members should, in addition to managerial and leadership abilities, have knowledge and prior experience in the electric utility business. Expertise in the procurement of power, rate setting, load forecasting, planning, risk management, and customer service will be essential. According to the Business Plan, key positions such as the Executive Director, Policy Analyst, and Sales and Marketing Manager were to be hired prior to the completion of the negotiations of the power supply contract(s). At this time, MEA has not identified individuals ready to step into these positions. Significant risk exists if there is a lack of personnel possessing proven track records.

Long-Term Risks

The business plan envisions MEA reducing its reliance on a contract from a single supplier by purchasing or constructing facilities to produce renewable energy. Any look into the future must include the possibility that this industry will be substantially different. Some of the short-term risks remain, and some additional considerations are apparent.

Technology Change. New technology will almost certainly alter the energy markets. More efficient solar and wind driven energy production is under development. Tidal and other concepts may be perfected. Tools, such as smart meters that focus on managing the demand side for energy, are already being implemented. This rapidly changing landscape calls for experienced and highly qualified experts to monitor and anticipate changes. For example, such an undertaking as purchasing or building a large scale production facility that is less than state-of-the-art would pose far-reaching consequences for MEA. Failure to anticipate large-scale changes in technology or markets could be devastating.

Market Dynamics. As in the near-term, the demand for renewable energy may cause market disruption. Compliance requirements to increase renewable content could drive major suppliers to buy up large segments of the market either by contracting for power or outright purchase of sources. MCE may find it challenging to get into this market and meet the 100% Deep Green option. It should also be recognized that the supply and procurement of renewable sourced energy requires special attention. The energy production profiles of solar and wind sourced generation are quite different from those of the conventional sourced generation. The production curve of solar, for example, is not a flat production curve even during full sunny days. The production could vary as much as

20 to 30% in a day due to atmospheric conditions. Similarly, wind sourced generation can vary during the day due to variations in wind speed, wind direction and ambient temperature. Consequently the MCE 100% Deep Green plan could be flawed because large hydroelectric, nuclear, and gas-fired generating capacity may be part of the power mix during certain times. Since solar and wind cannot be provided 24 hours a day, MCE would have to purchase Renewable Energy Credits (RECS) to off-set these non-renewable power sources.

Construction Feasibility. Current interest rates and construction costs are low due to a slow market. That could change before the MEA is in a position to take advantage of favorable market conditions. Environmental, neighborhood forces and litigation may delay or prevent the approval process and require that production facilities be located far from Marin County, thereby eliminating many of the benefits of local employment and local control.

Execution Risk and Accountability. The short and long-term plan for MEA is dependent on the ability to keep abreast of a series of moving targets. The elected officials who will comprise the Board of Directors will need to find highly qualified staff to run MCE on a day-to-day basis. Identification, compensation, and retention will be major elements in staffing MCE. A hiring mistake or a poor business decision will cost both ratepayers and politicians. MCE will not be a primary concern for the Board as the members are elected to govern other local entities. This is not to say that they will not be diligent, but it does say that their already busy schedules will become busier. The design and concept of a CCA does not provide much transparency for either the ratepayers or the voters (taxpayers) to determine accountability for the successes or failures of MCE.

It's All About the Ratepayers

The business plan and presentations have emphasized that the cities and county will have no liability for debts incurred by the MEA. However, the ratepayers will. All of the following expenditures will be added to the ratepayer's bill:

- Salaries and benefits
- Consultants and legal costs
- Marketing and servicing
- Contract revision costs
- Interest and amortization expense for debt
- Bonding obligation
- Customer exit fees
- All other overhead

In addition, in a slow-growth county such as Marin, the number of ratepayers will not grow significantly, and no one really knows how many will choose to opt-out. Coupled with a continued emphasis on energy efficiency, conservation, and the expansion of solar facilities, a scenario similar to what was recently experienced by the MMWD can be

envisioned. Successful conservation efforts reduced the demand for water, yet rates were increased to cover the built-in overhead costs. Demand for electricity may fall if more and more customers install solar and conserve through smart meters. However, the fixed costs of MCE, which include costs for salaries, benefits and debt service, are likely to remain static or increase. For example, the interest cost alone on the \$475 million is \$19 million per year at a 4% interest rate. Again, the ratepayers will be the only source of revenue for MCE.

Claims by MCE and PG&E as to the reductions of GHG are difficult to reconcile. A primary cause for the difficulty is that the definitions of qualifying renewable energy do not include nuclear or large hydroelectric plants, neither of which, once constructed, contributes to GHG. When these sources are included, along with solar and wind, the emission-free content of PG&E generation is already in excess of 50%. In contrast, the emission-free content of MCE for the first year will be close to 25% for an estimated 20% of their ratepayers. At the outset MCE renewable energy will not be new, but purchased from existing sources. No net reductions of GHG will occur until new production comes on line either from their supplier or through the purchase or construction of new facilities.

Other Approaches

Proponents of MCE have attempted to convince planners and elected officials that the purchase of renewable energy will lessen the need for the difficult task of addressing energy efficiency and the impacts of transportation. The Grand Jury finds that the degree of commitment to MCE has distracted from efforts to reduce the carbon diet of Marin residents. Communities throughout California are aggressively and creatively exploring programs to meet the goal of greenhouse gas reduction. The Grand Jury found innovative and targeted efforts directed at a wide range of improved methods of energy consumption. These include:

- ***Expand cleaner transportation options:*** 62% of Marin's GHG emissions come from gasoline-powered vehicles. Addressing this issue calls for trip reduction; increased use and availability of public transportation; bicycling; electric and plug-in hybrid vehicles; a shift to alternative fuel vehicles; alternative fuel infrastructure.
- ***Improve building efficiency:*** Support and promote existing green building standards and programs for residential, commercial, industrial, and governmental structures, and conduct energy audits and require energy efficiency efforts for buildings.
- ***Increase community resource efficiency and reuse:*** Encourage efficient water use and reuse efforts; promote waste recycling and energy generation; support efficient public and private land use strategies.
- ***Grow renewable energy use:*** Provide financial incentives, regulatory streamlining, and related efforts to promote rooftop solar systems; support utility shifts to renewable energy sources; support legislative efforts to reach renewable goals.

- **Transform business products and practices:** Encourage private sector efforts to move to new green product lines in established industries; shift to new materials and more efficient technology.
- **Energy infrastructure:** Encourage efforts to build a smart grid, which is a combination of transmission lines and information networks that allows for seamless integration of distributed, renewable sources of electricity, provide better information about usage and pricing (via "smart metering") that can improve energy efficiency.

The efforts described above approach goals in a realistic order. Transportation is the major contributor to GHG emissions in Marin. Energy efficiency is also ranked high. Eliminating the need, or reducing the demand for energy, equates to a savings of never having to produce the energy in the first place. Sonoma and Berkeley, two equally environmentally conscious communities, have already implemented other less costly and risky alternatives to achieve reductions in GHG emissions.

The Grand Jury notes the efforts of the City of Berkeley as a forerunner in the development of local energy efficiency management. The County of Sonoma and the Silicon Valley Joint Venture have engaged in equally aggressive planning, and have seriously targeted cleaner transportation. Most of these communities include all of the above options and have some form of partnership with PG&E. They have moved ahead without forming new bureaucracies. We found little evidence that either MEA or MCE has fully or seriously explored alternatives, including the partnerships offered by PG&E

In addition, the Grand Jury did find evidence of PG&E's willingness to work with county departments through a variety of cooperative relationships to support green energy and to create the basic components of the MCE program without the above-described risk to ratepayers and taxpayers. That offer was followed by a detailed proposal presented to county staff and the Board of Supervisors in November 2008. At that meeting, the board voted to discontinue pursuing efforts with PG&E and approved the formation of MEA

FINDINGS

- F1. The formation of the Marin Clean Energy Community Choice Aggregation creates a new level of government while the county and local communities are experiencing reductions in basic municipal services.
- F2. The Marin Energy Authority is not required to submit the Marin Clean Energy program to a vote of the public; although legal, this process runs contrary to transparent governance and consumer protection standards.
- F3. Unless a participating city, town or the County of Marin votes to withdraw from the Marin Energy Authority, residential and business customers will be transferred to the Marin Clean Energy program.

- F4. The opt-out option means that all consumers in the participating jurisdictions will automatically become subscribers to the new Marin Clean Energy program, unless they decide to take affirmative action not to participate.
- F5. Neither the Board of Supervisors nor the Marin Energy Authority has fully explored or tried to negotiate partnerships offered by PG&E.
- F6. The 2008 Community Choice Aggregation Business Plan is outdated and lacks sufficient detail, including current pro-forma data, updated market analysis, load projections, customer exit fees and the specified quantitative risk analysis.
- F7. The construction of owned facilities is a requirement for the success of the Marin Clean Energy program. Due to community resistance and planning constraints, it is highly unlikely that the Marin Energy Authority will succeed with local construction of sufficient large-scale renewable energy sources within Marin County.
- F8. Neighboring communities have successfully implemented a wide variety of efforts to target energy efficiency and greenhouse gas reduction within their communities through partnerships with local agencies, foundations and PG&E.
- F9. The degree of commitment to Marin Clean Energy has distracted local agencies from the pursuit of the wide range of other options available to reduce greenhouse gas emissions.
- F10. The risks of this venture are far too great to ignore in spite of repeated assurances from the Marin Energy Authority. Multiple reviews have identified significant ratepayer risks.
- F11. The service contract recently approved by the Marin Energy Authority Board is incomplete and only covers Phase I and excludes pricing.
- F12. The actual rates Marin Clean Energy will charge the majority of its customers, most of whom are residential, may not be known until late 2011 or early 2012.
- F13. The Grand Jury finds that most monies spent to date have been for professional services of attorneys, consultants and outside peer reviews. The Grand Jury believes that these expenses are indicative of the highly complex nature of this undertaking.
- F14. Placing this complex, expensive and volatile business venture in the hands of rotating city/county elected officials charged with other obligations, presents the Marin taxpayers with an unacceptable risk.

RECOMMENDATIONS

The Grand Jury recommends:

- R1. That the Marin Clean Energy program be abandoned.
- R2. That the county and all participating municipalities of Marin Energy Authority should step away from their adversarial public posturing and seriously work with foundations, federal, state and local agencies and PG&E to foster cooperation. Moreover, rather than create a costly and very risky new county bureaucracy, efforts and resources should go forward to form public/private partnerships that will enable the county and all of the cities to achieve their present and future environmental goals
- R3. That in the event the Marin Clean Energy program is not abandoned, the Board of Supervisors and all participating municipalities review all available documentations and demonstrate their confidence, understanding and commitment to this project by voting at a publicly noticed meeting prior to committing their respective jurisdictions to final membership.
- R4. That the full contract, including all terms, conditions, and pricing be provided to all parties prior to the final opportunity to withdraw.

REQUESTS FOR RESPONSES

Pursuant to Penal Code Section 933.05, the Grand Jury requests responses from the following governing bodies:

- Marin County Board of Supervisors: **All Findings and Recommendations 1, 2, & 3**
- The city and town councils of Belvedere, Fairfax, Mill Valley, Ross, San Anselmo, San Rafael, Sausalito and Tiburon: **All Findings and Recommendations 1, 2 & 3**
- The Marin Energy Authority Board of Directors: **All Findings and Recommendations 1, 2 & 4**

The governing bodies indicated above should be aware that the comment or response of the governing body must be conducted in accordance with Penal Code Section 933 (c) and subject to the notice, agenda and open meeting requirements of the Ralph M. Brown Act.

California Penal Code Section 933 (c) states that "...the governing body of the public agency shall comment to the presiding judge on the findings and recommendations pertaining to matters under the control of the governing body." Further, the Ralph M.

Brown Act requires that any action of a public entity governing board occur only at a noticed public meeting.

Disclaimer

This report was voted on and approved by the Grand Jury with the exception of one member who abstained from final deliberations and voting because of ownership of publicly traded stock in one of the companies mentioned in this report.

Reports issued by the Civil Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person, or facts leading to the identity of any person who provides information to the Civil Grand Jury. The California State Legislature has stated that it intends the provisions of the Penal Code 929 prohibiting disclosure of witness identities to encourage full candor in testimony in Civil Grand Jury investigations by protecting the privacy and confidentiality of those who participate in any Civil Grand Jury investigation.

BIBLIOGRAPHY

California Solar Resources: California Energy Commission, April 2005. California Energy Commission 500-2005-072-D

Community Choice Aggregation: The Viability of AB 117 and its Role in California's Energy Markets – An Analysis for the California Public Utilities Commission. The Goldman School of Public Policy, University of California, Berkeley, June 13, 2005.

Community Choice Aggregation Pilot Project PIER Final Project Report. California Energy Commission, February 2009, 500-2008-091

Customer Credit Renewable Resource Account: Report to the Governor and Legislature. California Energy Commission, Commission Report, April 2003, 500-03-008F

The Economics of Community Choice Aggregation: The Municipalization of Local Power Acquisition and Production. Bay Area Economic Forum: A Partnership of the Bay Area Council and the Association of Bay Area Governments, June 2007. Print.

Final Opinion and Recommendations on Greenhouse Gas Regulatory Strategies. California Energy Commission and California Public Utilities Commission, October 2008. Print.

Galbraith, Kate. *Shorted: Paying for Green Power, and Getting Ads Instead.* New York Times, 17 November, 2009.

Increasing Renewable Energy Resources in the County of Marin, Jody London Consulting, November 2007.

Marin-California Community Choice Aggregation Plan. Navigant Consulting, April, 2008. Print.

Marin Community Choice Aggregation Project – Local Government Task Force Update. Navigant Consulting, March 6, 2008. Print.

Marin County Greenhouse Gas Reduction Plan. October 2006. Web.
<http://www.co.marin.ca.us/depts/CD/main/comdev/advance/Sustainability/susinitiatives/climate/Climate.cfm>

Marin County-PG&E Renewable Energy Program. August 2008. Web.
<http://marincleanenergy.info/newMCE/updates.cfm>

Marin-PG&E Partnership Proposal. November 2008. Web.
<http://marincleanenergy.info/newMCE/updates.cfm>

Marcus, William B., *Review of the (Draft) Business Plan for the Marin County Choice Aggregation Program.* JBS Energy, Inc., February 29, 2008. Print

McGinn, Daniel. "The Greenest Big Companies in America." *Newsweek*, 28 September, 2009: 34. <http://www.newsweek.com/id/215577> Print.

Monsen, William and Fulmer, Mark, MRW & Associates; Marcus, William, JBS Energy, Inc. *Review of Navigant Consulting's Community Choice Aggregation Feasibility Studies.* August 17, 2005. Print.

Monsen, William and Fulmer, Mark. *Community Choice Aggregation Review.* MRW and Associates, October 15, 2008. Print.

Monsen, William and Fulmer, Mark. *Analysis of Service Agreements and Financial Risk to MEA,* MRW and Associates, November 20, 2009. Print.

PG&E and Marin: A Green Community Partnership. November 2007. Web.
<http://marincleanenergy.info/newMCE/updates.cfm>

PG&E Proposal. May 2008. Web. <http://marincleanenergy.info/newMCE/updates.cfm>

PG&E Proposed Greenhouse Gas Reduction and Renewable Energy Partnership Plan. December 2008. Web. <http://marincleanenergy.info/newMCE/updates.cfm>

Renewable Resources and the California Electric Power Industry: Systems Operations, Wholesale Markets and Grid Planning: California ISO, July 20, 2009.

Rodgers, Connie. "MEA: Ever Changing and Extraordinarily Expensive" NorthBaybiz, August, 2009.

Solar & Energy Efficiency District (SEED), Draft Program Implementation Plan – MEA, June 2009.

Sustainable Marin Nature, Built Environment, and People, Marin Countywide Plan – Marin County Community Development Agency, October 2008

WEBSITES:

Air Resources Board of California: www.arb.ca.gov

Bill Documents. Sacramento, CA: State of California. <http://www.leginfo.ca.gov>

Center for Resource Solutions: www.resource-solutions.org

California Energy Commission: www.energy.ca.gov

California Independent System Operator: www.caiso.com

California Natural Resources Agency: <http://ceres.ca.gov>

California Public Utilities Commission: www.cpuc.ca.gov

California Solar Initiative: www.californiasolarstatistics.ca.gov

City of Berkeley, Energy and Sustainability Development: <http://www.ci.berkeley.ca.us>

County of Marin, BOS Meetings: <http://co.marin.ca.us/depts/BS/Archive/Meetings.cfm>

Environment California: www.environmentcalifornia.org

Green Marin: www.greenmarin.org

Marin Clean Energy: <http://www.marincleanenergy.info>

Marin Community Development: <http://www.co.marin.ca.us/depts/CD/Main/index.cfm>

Marin Energy Authority: <http://www.marinenergyauthority.org/>

Pacific Gas and Electric: www.pge.com

Sierra Club of the Bay Area: <http://sfbay.sierraclub.org>

Sonoma County Energy (SCEIP): <http://www.sonomacountyenergy.org/>

Wikipedia: <http://en.wikipedia.org>

Glossary

- AB 32** Assembly Bill 32 (2006), the California Global Warming Solutions Act
- AB 117** Assembly Bill 117 (2002), the Community Choice Aggregation Law
- AB 560** Assembly Bill 560 (proposed), would increase the cap on "net metering" from 2.5% of peak demand in the utility's system to 10% (net metering gives solar customers credit on electric bill for surplus they transfer to the utility)
- AB 811** Assembly Bill 811, allows land-secured loans for homeowners and businesses that install energy-efficiency projects and clean-energy generation systems to be paid back through assessments on individual property tax bills.

- AB 920** Assembly Bill 920, requires utilities to pay for credits on any electricity left over at the end of the year (at present leftover credits are zeroed out at the end of the year)
- Berkeley FIRST:** Financing Initiative for Renewable and Solar Technology: Berkeley FIRST is a solar financing program operating in the City of Berkeley which provides property owners an opportunity to borrow from the City's Sustainable Energy Financing District to install solar photovoltaic electric systems and allow the cost to be repaid over 20 years through an annual special tax on their property tax bill.
<http://www.ci.berkeley.ca.us/ContentDisplay.aspx?id=26580>
- Berkeley Solar America:** Through its Solar America Cities partnership with the Department of Energy, Berkeley's goal is to develop a "turn-key" solar installation program in its municipality. The city also plans to increase local capacity for solar energy installations by working with local suppliers, installers, trade associations, and financiers.
- Biomass Energy:** Energy generated from plants and plant-derived materials such as trees, agricultural products, and other living plant materials.
- CAISO** **California Independent System Operator:** Agency charged with operating the majority of California's high voltage wholesale power grid.
- CCA** Community Choice Aggregation enables local governments to assume an active role in managing electricity supplies, investing in new power facilities and setting rates.
- CEC** California Energy Commission, State energy policy and planning agency.
- CPUC** California Public Utility Commission
- CSI** California Solar Initiative
- CTC** Competition Transition Charge
- ESP** Energy Service Provider
- Geothermal energy:** Energy generated from the heat of the earth usually from geothermal water, steam, or other hot fluids brought up to the surface from wells.
- GHG** Greenhouse Gas emissions, any of the atmospheric gases that contribute to the greenhouse effect by absorbing infrared radiation produced by solar warming of the Earth's surface. They include carbon dioxide (CO₂), methane (CH₄), nitrous oxide NO₂), and water vapor.
- IOU** Independent Owned Utility
- IPP** Independent Power Producer
- JPA** Joint Powers Agreement
- KW** Kilowatt, unit of electric power output or consumption.
- KWh** Kilowatt hour, unit of electric generation or consumption measure during one hour. The average annual energy consumption of a household in the United States is about 8,900 KWh
- LARS** Local Area Reliability Service

Marin Climate and Energy Partnership: A group of representatives from all Marin municipalities, Marin County, the Marin Municipal Water District and the Transportation Authority of Marin to assist municipalities assess, prioritize and implement greenhouse gas (GHG) reduction activities in their greenhouse gas reduction programs.

Marin Clean Energy Initiative - MCE: A program initiated by MEA calls for MEA to compete with PG&E as retailer of electricity to Marin customers in order to boost usage of renewable energy

Marin Energy Authority – MEA: A JPA established in 2008 and made up of Marin County and 8 cities and towns

MW Megawatt, equivalent to 1000 KW

MWh Megawatt hour, equivalent to 1000 KWh

NCPA Northern California Power Agency

PG&E Pacific Gas and Electric

PPP Public Purpose Program, energy efficiency program that provides rebates for energy efficiency

RAR Resource Adequacy Requirements, requirements by CAISO to (a) establish appropriate levels of reserve margins, and (b) ensure adequate resources are committed to the region

Renewable Resources: Power generated from resources that can be replenished.

Eligible Renewable Resources: Renewable resources meeting specific requirements as determined by the California Energy Commission. To qualify a generation must use one or more of the following renewable resources: biodiesel, biomass, fuel cells, geothermal, landfill gas, ocean wave, ocean thermal, tidal currents, photovoltaic solar, thermal solar, small hydroelectric (30 megawatts or less), wind.

RFP Request for Proposal

San Rafael BERST: Green Building, Energy Retrofit and Solar Transformation Collaboration. The Marin Green BERST collaborative was recently initiated by San Rafael as an effort to study and pursue policy and model program options for green building regulations and energy efficiency retrofitting for existing buildings.

SB 32 California Senate Bill 32, increases the size of generation facilities eligible for California's feed-in tariff program from 1.5 megawatts (MW) to 3 MW, increases the statewide cap from 500 MW to 750 MW, and expands the program to include municipal utilities.

SCEIP The Sonoma County Energy Independence Program, Sonoma County's Energy Independence Program is a new opportunity for property owners to finance energy efficiency, water efficiency and renewable energy improvements through a voluntary assessment.

www.sonomacountyenergy.org.

SJVPA San Joaquin Valley Power Authority

Smart Grid: Using wireless technology to improve the ability to analyze the grid and manage power transmission and delivery of electricity in the most efficient manner.

Smart Meter: A wireless electric meter that identifies consumption in more detail than a conventional meter and transmits that information to the local utility for monitoring and billing purposes.



Starting in April your electric account will be enrolled with MCE, which provides more renewable sources at lower prices than PG&E unless you choose another option. **The choice is yours!**

Welcome to MCE, Discovery Bay!

Your electric service just got better.

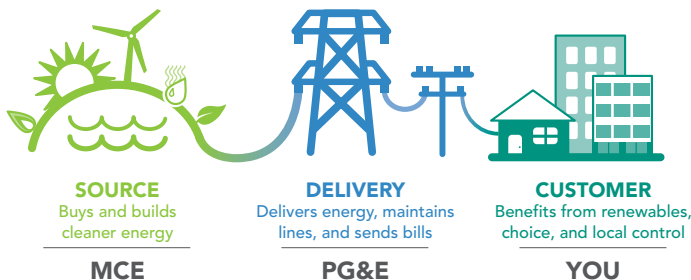


Contra Costa County businesses and residents can now choose more renewable electric service.

Starting this April, residents and businesses in Concord, Danville, Martinez, Moraga, Oakley, Pinole, Pittsburg, San Ramon, and unincorporated Contra Costa County will have more renewable, locally controlled energy service with MCE at lower rates than PG&E, or they can choose another option.

MCE has served Bay Area electric customers since 2010.

HOW MCE WORKS



YOUR SERVICE OPTIONS



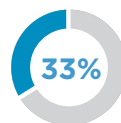
MCE Light Green | 50% RENEWABLE

Take no action and starting in April your electric service will be at least **50% renewable** and cost less than PG&E — Light Green is currently 55% renewable.



MCE Deep Green | 100% RENEWABLE

You can opt up to Deep Green **100% renewable, pollution-free** electric service. Enroll at: mceCleanEnergy.org/DG-enroll or call 1 (888) 632-3674. Please have your PG&E account number on hand.



PG&E (Opt Out) | 33% RENEWABLE

You can opt out and continue purchasing energy from PG&E by visiting: mceCleanEnergy.org/opt-out or calling 1 (888) 632-3674. Please have your PG&E account number on hand.

Agenda Item E-2

MCE Contra Costa

Empezando en abril, su cuenta de electricidad se inscribirá en MCE, que generará su electricidad de más fuentes renovables a precios más bajos que PG&E a menos que usted elija otra opción. **¡La decisión es suya!**

¡Bienvenido a MCE, Discovery Bay!

Su servicio eléctrico ha mejorado.

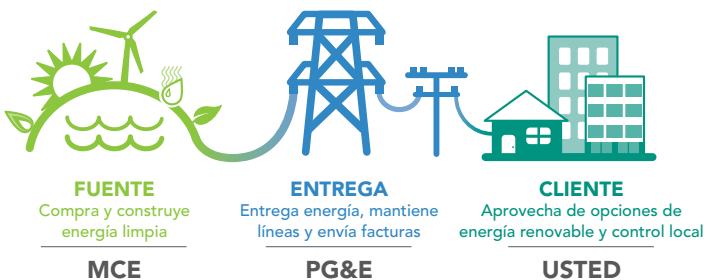


Negocios y residentes del Condado de Contra Costa ahora podrán elegir un servicio eléctrico renovable.

Empezando en abril, residentes y negocios en Concord, Danville, Martinez, Moraga, Oakley, Pinole, Pittsburg, San Ramon y el condado aledaño de Contra Costa tendrán un servicio de energía más renovable, controlado localmente y a precios más bajos que PG&E, o pueden elegir otra opción.

MCE ha servido clientes de electricidad en la área de la bahía desde 2010.

COMO FUNCIONA MCE



SUS OPCIONES DE SERVICIO



MCE Verde Claro | 50% RENEWABLE

Usted no tiene que hacer nada para que su servicio eléctrico sea al menos **50% renovable** y costará menos que PG&E, empezando en abril. Verde Claro es actualmente **55% renovable**.



MCE Verde Fuerte | 100% RENEWABLE

Puede elegir Verde Fuerte, energía **100% renovable** y libre de contaminación. Inscríbese en: es.mceCleanEnergy.org/DG-enroll o llame al 1 (888) 632-3674. Por favor tenga a mano su número de cuenta de PG&E.



PG&E (Optar a no participar) | 33% RENEWABLE

Puede optar a no participar y continuar comprando energía de PG&E visitando: es.mceCleanEnergy.org/opt-out o llamando al 1 (888) 632-3674. Por favor tenga a mano su número de cuenta de PG&E.

Agenda Item E-2

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

MONTHLY OPERATIONS REPORT

February 2018

3107 Days of Safe Operations
149,112 worked hours since last recordable incident

TRAINING:

- **Safety**
 - **West Monthly Regional Safety Webinar**
 - **Fire Safety**
 - **Hot Works**

- **Operation**
 - **None this month**

REPORTS SUBMITTED TO REGULATORY AGENCIES:

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

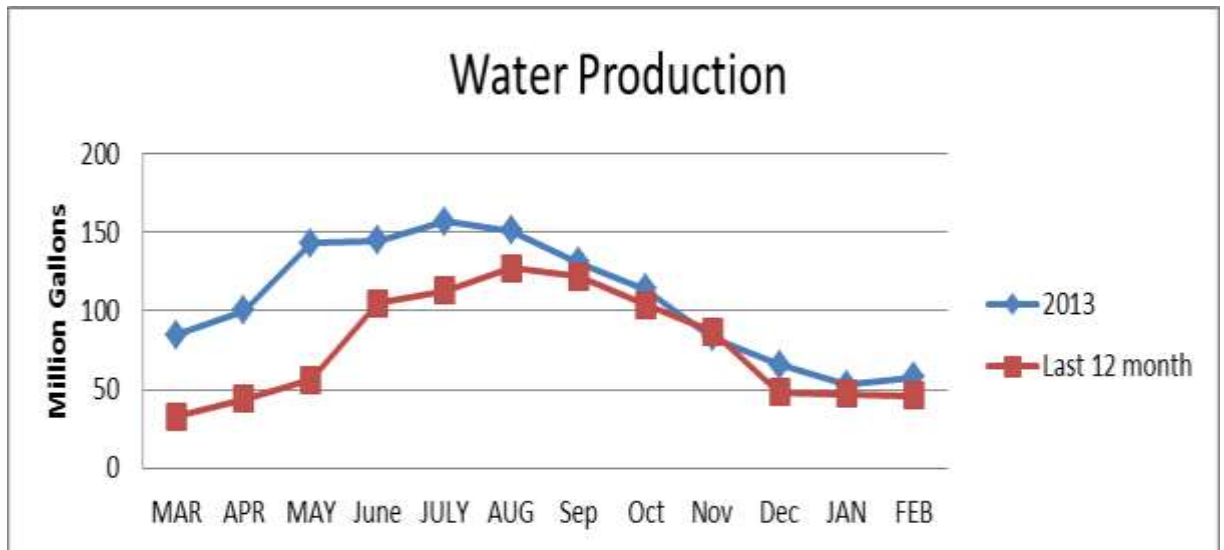
WATER SERVICES

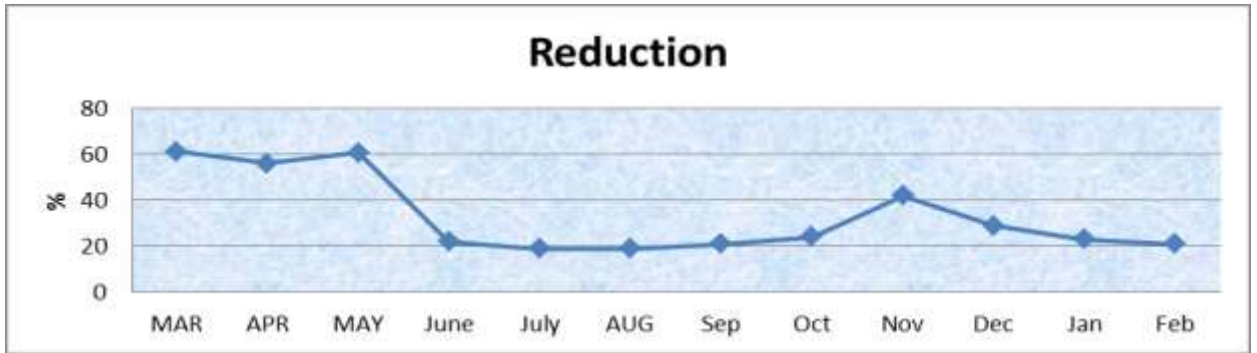
Groundwater Well:

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

2018 Monthly Water Production Table (MG):

January	February	March	April	May	June
41	46				
July	August	September	October	November	December





Chemical Usage:



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	• 14

WASTEWATER SERVICE

Wastewater Laboratory Analysis

*New TSS Limit went into effect

<i>WW Effluent Parameter</i>	<i>Permit Limits</i>	<i>Jan Lab Data</i>	<i>Feb Lab Data</i>
Flow, MG Effluent, monthly total		31	32
Flow, MG Daily Influent Flow, avg.	N/A	1.3	1.3
Flow, MG Daily Discharge Flow, avg.	2.35	1.0	1.2
Effluent BOD ₅ , lbs/d, monthly avg.	350	49	17
Effluent TSS, lbs/d, monthly avg.	200*	52	21
Effluent BOD ₅ , mg/L, monthly avg.	20	6	2
Effluent TSS, mg/L, monthly avg.	10*	7	2
Total Coli form 7 day Median Max	23	ND	ND
Total Coli form Daily Maximum	240	11	ND
% Removal BOD ₅ , monthly avg.	85% min.	97%	99%
% Removal, TSS, monthly avg.	85% min.	94%	94%
Electrical Conductivity, umhos/cm annual avg.	2100	2170	2140

*New Limit

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	• 32

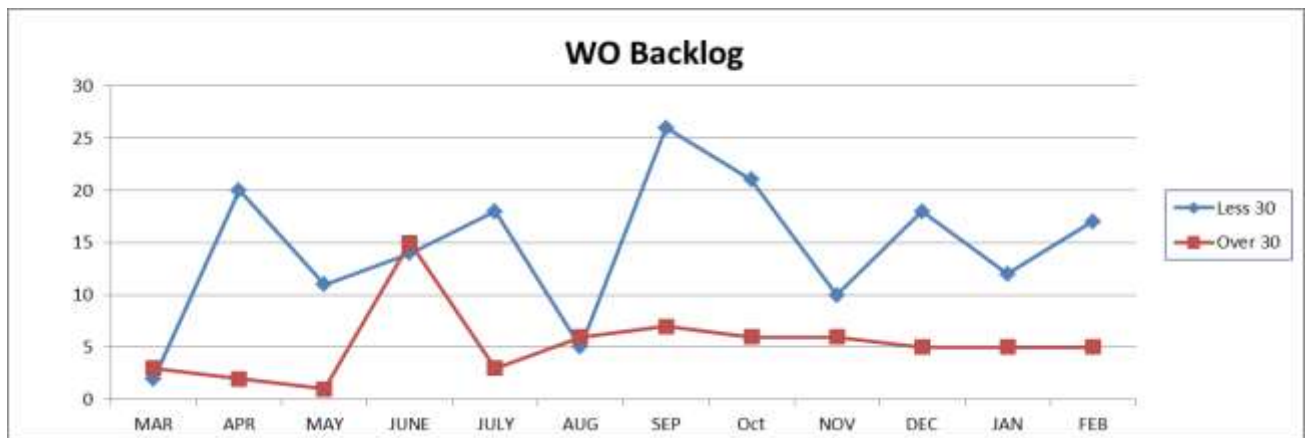
Performed weekly lift station inspections

Sewer System:

- 255,700 ft. of collection sanitary sewer line has been assessed.
- 300 ft. flushed/CCTV
- 593 manhole & covers has been inspected.

MAINTENANCE

Preventive and Corrective:



Call & Emergency Responses

Call Outs	Emergencies
3	0
Regular Hours	Overtime
1388	20

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

March 21, 2018

Prepared By: Dina Breitstein, Finance Manager
Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title

Adopt 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

Open Public Hearing on amendments to Water Ordinance No. 7 as drafted, accept any public comments, close the public hearing, and adopt Ordinance No. 7, Water Regulations and Service Ordinance.

Executive Summary

On January 17, 2001, the Town's Board of Directors adopted Ordinance No. 7 establishing a water ordinance throughout Discovery Bay. A revision to this ordinance was introduced to the Board of Directors at the March 7, 2018 Board meeting.

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.

Due to upgraded infrastructure, completion of the Water Meter Project and state-imposed emergency drought regulations of 2014-2016, the District considers it time to adopt the water ordinance. The water ordinance in its entirety has been rewritten by Staff and Legal Counsel to regulate all water usage of the District.

Current Ordinance No. 7 and Amended Ordinance No. 7 are attached.

If adopted by the Board tonight, March 21, 2018, Amended Ordinance No. 7 will become effective thirty (30) days after publication.

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 7, 2018 – Introduction of Draft Amended Ordinance No. 7

Attachments

Ordinance No. 7

Amended Ordinance No. 7

AGENDA ITEM: G-1

ORDINANCE NO. 07

**AN ORDINANCE OF THE TOWN OF DISCOVERY BAY
PROVIDING CHARGES FOR CONNECTION TO
FACILITIES AND FOR SERVICES FURNISHED BY
THE TOWN OF DISCOVERY BAY, AND
ESTABLISHING RULES AND REGULATIONS
FOR, WATER SERVICE**

BE IT ORDAINED by the Board of Directors of the Town of Discovery Bay, as follows:

SECTION 1. GENERAL PROVISION

1.01. Short Title. This Ordinance may be cited as the Town of Discovery Bay "Water Regulations and Service Ordinance".

1.02. Purpose. This Ordinance is intended to provide rules and regulations applicable to the provision of water by the District. It is additionally the intent of the Board of Directors to establish by this Ordinance those 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 and following.

1.04. Application. This Ordinance shall apply to all water facilities constructed, maintained, and operated by the District.

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 any 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 and not as a penalty.

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 U.S. 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 five (5) days of the general manager's decision. When appealed, the Board's ruling shall be final. Appeals to the Board shall be processed in accordance with Section 12 of this Ordinance.

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 definitions apply throughout this Ordinance:

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 District, or a licensed plumber or contractor.

2.02. Board. The Board of Directors of the Town of Discovery Bay, acting in its capacity as the governing body of the District.

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 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. Customer. Any person supplied or entitled to be supplied with water service by the District, within the Districts service boundaries.

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

2.08. Cross-Connection. "Cross-Connection" is an unprotected actual or potential connection between a potable water system used to supply water for drinking purposes and any source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome, and potable. 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.

2.09. District. Town of Discovery Bay, a Community Service District formed under the provisions of California Government Code Sections 61000, et seq., within Contra Costa County, California.

2.10. 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.

2.11. Engineering Manager. The Manager of the District's Engineering Department as designated by the General Manager.

2.12. Field Supervisors. Supervisors of the District's facilities as designated by the General Manager.

2.13. 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.

- 2.14. General Manager. The General Manager of the District.
- 2.15. Governing Body. The Board of Directors of the Town of Discovery Bay.
- 2.16. Inspector. The person who shall perform the work of inspecting water facilities under the jurisdiction or control of the District.
- 2.17. Main. A water line in a street, highway, alley or easement used for public and private fire protection and for the general distribution of water.
- 2.18. May. Means permissive.
- 2.19. Office Manager. The Office Manager of the District as designated by the General Manager.
- 2.20. 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.
- 2.21. Permit. Any written authorization required pursuant to this or any other regulation of the District.
- 2.22. Person. Any human being, individual, firm, company, partnership, association and private, public or municipal corporation, the United States of America, the State of California, district, special district, and any other political subdivision, governmental agency, or other public entity or agency.
- 2.23. 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.
- 2.24. Private Fire Protection Service. Water service and facilities for building sprinkler systems, hydrants, hose reels and other facilities installed on private property for fire protection and the water available therefor.
- 2.25. Public Fire Protection Service. The service and facilities of the entire water supply, storage and distribution system of the District, including the fire hydrants affixed thereto, and the water available for fire protection, excepting house service connections and appurtenances thereto.
- 2.26. Regular Water Service. Water service and facilities rendered for normal domestic, commercial and industrial purposes on a permanent basis, and the water available therefor.

2.27. Residential. Any single-family unit, any duplex or triplex family unit not requiring licensing for occupancy and operation.

2.28. Secretary. The Secretary to the Governing Body.

2.29. Shall or Will. Means mandatory.

2.30. Temporary Water Service. Water service and facilities rendered for construction work and other uses of limited duration, and the water available therefor.

2.31. 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.

2.32. Water Department. The Water Department, as created on July 01, 1998 comprising the Directors, the General Manager, and such other employees and assistants as may be hired therefor. The Board of Directors of the District performing functions related to the District's water service, together with the General Manager and any other duly authorized representatives.

2.33. Water Service Connection. The connection of a meter or service to the District system, the installation of a meter or service.

2.34. Water Supply Shortage. Shall mean any water shortage caused by drought or any other threatened or existing water shortage, disaster or facility failure, earthquake, loss of electrical power, pipe line breakage, or other condition which results in or threatens to result in the District's inability to meet the water demands of its customers.

2.35. Water User. Shall mean any person, firm, partnership, association, corporation or political entity using water obtained from the water system of the District.

2.36. Water. Shall mean that water supplied by the Town of Discovery Bay.

SECTION 3. GENERAL RULES

3.01. Standards. The Governing Body may, from time to time, adopt standard requirements for the design, construction, repair and maintenance, or connection to District water system.

3.02. Violation Unlawful. 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 said District 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 District owned well's, no private water wells will be allowed in the District's boundaries, nor will they be allowed to be connected to the Districts water system

3.03. Notice of Violation. 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 District shall be served, by the Inspector 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 District of any defect arising in any water facility or of 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 District.

3.04. Protection from Damage. 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 a part of the District's water works. Any person violating this provision shall be subject to the penalties provided by the District and or by law.

3.05. Investigation Powers. The officers, inspectors, manager and any other duly authorized representative/employee's of the District shall carry evidence establishing his or her position as an authorized representative of the District and upon exhibiting the proper credentials and identification shall be permitted to enter in and upon any and all building, industrial facilities and properties to which the District is furnishing water or has been requested to furnish water for the purpose of inspection, reinspection, 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 District pursuant to the authorization contained in the required application for water service, in accordance with the procedures set forth in Section 15 of this Ordinance.

3.06. Noncompliance with Regulations. As an alternative method of enforcing the provisions of this or any other ordinance, resolution rule or regulation of the District, the District shall have the power to disconnect the user or subdivision water service from the water mains of the District. Upon disconnection, an authorized representative of the District shall estimate the cost of disconnection from and reconnection to the system, and such user shall deposit the cost, as estimated, of disconnection and reconnection before such user is reconnected to the system.

3.07. Liability for Violation. Any person violating any of the provisions of the ordinances, resolutions, rules or regulations of the District, or permitting or maintaining any property in

violation of any of the ordinances, resolutions, rules or regulations of the District, shall be liable to the District for any expense, loss or damage, occasioned by the District 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.

3.08. Relief on Application. When any person, by reason of special circumstances, is of the opinion that any provision of the ordinances, rules or regulations of the District is unjust or inequitable as applied to the person or premises, may file a written application to the Governing Body within the time frame identified in Section 1.11 stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to a particular premises. If such application is approved, the Governing Body may, by resolution, suspend or modify the provision complained of, as applied to such person or premises, to be effective as of the date of the application and continuing during the period of the special circumstances.

3.09. Relief on Own Motion. The Governing Body may, on its own motion, find that by reason of special circumstances, any provisions of its ordinances, rules or regulations should be suspended or modified as applied to a particular person or premises and may, by resolution, order such suspension or modification for such premise during the period of such special circumstances or any part thereof.

3.10. Maintenance of Water Pressure and Pressure Conditions. The District shall not accept any responsibility for the maintenance of pressure and it reserves the right to discontinue service while making emergency repairs, or other work required on the water system as determined by the General Manager. Customer's dependent upon a continuous supply should provide emergency storage. All applicants for service connections or water service shall be required to accept such conditions of pressure and service as are provided by the distributing system at the location of the proposed service connection, and to hold the District harmless for any damages arising out of low pressure or high pressure conditions or interruptions of service.

3.11. Tampering with District Property. Except as otherwise specifically authorized by the General Manager, no one, except an employee or representative of the District, shall at any time in any manner operate the curb stops or water main gates or valves of the District's system, fire hydrants, blowoffs, air relief valves; or interface with meters or their connections, street mains or other parts of the water system.

3.12. Water System. The District will furnish a system, plant, works and undertakings used for and useful in obtaining, conserving and disposing of water for public and private uses, including all parts of the Enterprise, all appurtenances to it, and lands, easements, rights in land, water rights, contract rights, franchises, and other water supply, storage and distribution facilities and equipment.

3.13. Number of Services per Premises. The applicant may apply for as many services as may be reasonably required for his or her premises provided that the pipe line system for each service be independent of the others and that they not be interconnected.

3.14. Waste of Water. No customer shall knowingly permit leaks or waste of water. Where water is wastefully or negligently used (as defined in Sec 2.31) on a customer's premises, the District may discontinue the service if such conditions are not corrected after giving notice of violation as provided in Section 3.03 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.

3.15. Responsibility for Equipment on Customer Premises. All facilities installed by the District on private property for the purpose of rendering water service shall remain the property of the District and may be maintained, repaired or replaced by the District without consent or interference of the owner or occupant of the property. The property owner shall use reasonable care in the protection of the facilities.

3.16. Damage to Water System Facilities. The customer shall be liable for any damage to the service facilities when such damage is from causes originating on the premises by an act or omission of the customer or his or her tenants, agents, employees, contractors, licensees or permittees, including the breaking or destruction of locks by the customer or others on or near a meter, and any damage to a meter that may result from hot water or steam from a boiler or heater on the customer's premises. The District shall be reimbursed by the customer for any such damage promptly on presentation of a bill.

3.17. Ground-Wire Attachments. All individuals or business organizations are forbidden to attach any ground-wire or wires to any plumbing, which is or may be connected to a service connection or main belonging to the District. The District will hold the customer liable for any damage to its property occasioned by such ground-wire attachments.

3.18. Control Valve on the Customer Property. The customer shall provide a valve on his or her side of the service installation, 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 service curb stop to turn water on and off for his or her convenience.

3.19. Unsafe Apparatus. Water service may be refused or discontinued to any premises where apparatus or appliances are in use which might endanger or disturb the service to other customers.

3.20. Cross-Connections. Water service may be refused or discontinued to any premises where there exists a cross-connection, as defined in the Town of Discovery Bay Ordinance # 10.

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

3.22. Interruptions in Service. The District shall not be liable for damage, which may result from an interruption in service from a cause beyond the control of the District.

3.23. Installation of Services. Only duly authorized employees or agents of the District shall be authorized to install service connections. All service connections shall comply with the specifications of the District. Meters will be installed in the parkway area, and shall be owned by the District. No rent or other charge will be paid by the District for a meter or other facilities, including connections. All meters will be sealed by the District at the time of installation, and no seal shall be altered or broken except by one of its authorized employees or agents.

3.24. Change in Location of Meters. Meters moved for the convenience of the customer will be relocated at the customer's expense. Meters moved to protect the District's property will be moved at District expense.

3.25. Changes in Owner's or Customer's Equipment. Owners or customers making any material change in the size, character, or extent of the equipment or operations utilizing water service, or whose change in operations result in a significant increase in the use of water, shall immediately give the District written notice of the nature of the change and, if necessary, amend their application.

3.26. Size and Location. The District reserves the right to determine the size of service connections and their location with respect to the boundaries of the premises to be served. Service installations will be made only to property abutting on distribution mains as have been constructed in public streets, alleys or easements, or to extensions thereof as herein provided. Services installed in new subdivisions prior to the construction of streets in advance of street improvements must be accepted by the applicant in the installed location.

3.27. Curb Stop. Every service connection installed by the District shall be equipped with a curb stop or wheel valve on the inlet side of the meter. Such valve or curb stop is intended for the exclusive use of the District in controlling the water supply through the service connection pipe. If the curb stop or wheel valve is damaged by the owner's or consumer's use to an extent requiring replacement, such replacement shall be at the owner's expense. Replacement shall be at cost plus fifteen percent (15%).

3.28. Domestic, Commercial, and Industrial Service Connection. It shall be unlawful to maintain a connection except in conformity with the following rules:

3.28.01. Separate Building. Each house or building under separate ownership shall be provided with a separate service connection.

3.28.02. Single Connection. Not more than one service connection for domestic or commercial supply shall be installed for one building, except under special conditions.

3.28.03. Different Owners. A service connection shall not be used to supply any adjoining property, or property across a street, alley or easement

3.28.04. Divided Property. When property provided with a service connection is divided, the service connection shall be considered as belonging to the lot or parcel of land, which it directly enters.

3.28.05. Multiple Buildings. Multiple houses or buildings under one ownership and on the same lot or parcel of land may be supplied through the same service connection provided that the service connection shall be of such size to adequately serve-said houses or buildings.

3.28.06. Property of District. Upon completion of such installation, the facilities shall be dedicated to the District, and upon acceptance of the dedication by the District, shall become property of the District.

3.29. Service Connections Maintenance. The service connection extending from the water main to the property line and including the meter, meter box, and curb stop or wheel valve shall be maintained by the District. All pipes and fixtures extending or lying beyond the meter shall be installed and maintained by the owner of the property.

3.30. Water Loss. The District's jurisdiction and responsibility ends at the property line and the District 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.

3.31. Damages Through Leaking Pipes and Fixtures. When turning on the water supply as requested to a house or property which is vacant, the District will make a reasonable attempt to ascertain if water is running on the inside of the building. If such is found to be the case, the water will be left shut off at the curb stop or the private shutoff. The District's jurisdiction and responsibility ends at the property line and the District shall in no case be liable for or assume any responsibility for damages occasioned by water running from open or faulty fixtures, or from broken or damaged pipes inside the property line.

3.32. Damage to Meters. The District reserves the right to set and maintain a meter on any service connection. The water customer shall be held liable for any damage to the meter due to his or her negligence or carelessness or other fault.

3.33. Non-Obstruction of Facilities. If an obstruction of a meter or other District facilities on or adjacent to a customer's property prevents convening or servicing of the facility, the District may deliver written notice to the property served, to remove the obstruction within a stated number of days as defined by the District's General Manager. If the customer fails to do so, the District may thereafter cause the obstruction to be removed at the Customer's expense.

3.34. Access to Meters. The District reserves the right to enter upon the applicant's premises for

the purpose of reading, repairing or replacing the water service meter. The applicant shall be solely responsible for the control of all animals, which may pose a potential threat to District employees or agents of, and shall be liable for any injury to District employees or agents of, resulting from unrestrained animals. Should an applicant for new service fail to properly restrain animals present on his or her property, the District may, upon written notice, refuse to install or turn on service until such time as the District determines that a threat to its employees, or agents of District no longer exists. At the request of the customer, the meter will be read in the presence of the customer or someone of his or her choosing, so that over estimates and under estimates of use may be rectified on the bill.

SECTION 4. APPLICATION FOR REGULAR WATER SERVICE

4.01. Application for Water Service. 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 the District and pay the necessary charge for connection to the District's facilities, as prescribed in the Town of Discovery Bay's Ordinance # 09.

4.02. Water Service to Customers Other Than Property Owners. Water service to other than property owners shall be made as follows:

4.02.01. Property Owner's Signature. If a property owner rents the premises to a tenant, the tenant may have water service and other services instituted in the tenant's name, provided that the tenant makes reasonable efforts to secure the property owner's signature on the application for service.

4.02.02. Temporary Service. A tenant may be given temporary service for ten (10) days while attempting to obtain the owner's signature for service. If the application for water service signed by the owner is not returned to the District within ten (10) days, or the tenant fails to initiate service in his or her or her own name, service will be terminated, pursuant to the District's rules, regulation, ordinances and resolutions.

4.02.03. Inability to Secure Property Owner's Signature. If, after making reasonable efforts, the tenant is unable to secure the property owner's signature on the application for service, water service may be instituted in the tenant's name, pursuant to District rules and regulations. In any event, the tenant shall provide the District with the property owner's name, mailing address and telephone number prior to the District providing the tenant with any temporary water service. The District will thereafter mail the application for service to the owner, and request owner's signature.

4.02.04. Responsibility and Liability. The party (the tenant or the property owner) signing the application shall be liable for any unpaid charges, fees, rates, penalties, interest, and damages required as a result of nonpayment of any District fees, charges and rates as provided in this

Ordinance, or as provided in any other Ordinance, resolution, rule or regulation in effect at this time or as hereinafter adopted or amended.

4.03. Security Deposits. Are as follows:

4.03.01. Security Deposit – Residential A security deposit for a single family residential unit shall be required except upon the determination by the District that the person requesting service 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 12 of this Ordinance.

4.03.02. Security Deposit - Commercial. A security deposit for each commercial, retail unit or a multi-unit complex shall be deposited at the time application is made.

4.03.03. Required Payment of Security Deposits. 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.

4.03.04. Security Deposit Refund. The District shall refund each security deposit to the residential customer where funds have been on deposit for one year in a customer's account and there has been no one or more delinquent payments on that account during the year; within thirty days after discontinuance of service, following written request for discontinuance of service, so long as the account is not currently delinquent; or when a new property owner makes a deposit for the same property and the account is not currently delinquent. The District shall refund the security deposit for commercial, retail, or industrial connections within thirty (30) days after discontinuance of service following the customer's written request for discontinuance of service, so long as the account is not currently delinquent; or when a new property owner makes a deposit for the same property and the account is not currently delinquent. Upon discontinuance of service, the Security Deposit shall be applied to reduce any unpaid charges outstanding on the customer's account.

4.04. Payment for Previous Service. An application shall not be honored unless all other accounts with the District 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 Sections 4.03 of this Ordinance shall accompany any application for reinstatement of service.

SECTION 5. APPLICATION FOR REGULAR WATER SERVICE WHEN MAIN EXTENSION REQUIRED

5.01. Main Extension. General water main extensions may be made within the District as follows:

5.01.01. Subdivisions. See Section 6.

5.01.02. Annexations. See Section 7.

5.01.03. Other Main Extensions. Owners of property desiring the District to install the extension of one or more water mains to serve such property shall deposit with the District the estimated cost per foot for all frontage to be benefited from said main extension as determined by the District. Deposit shall be estimated at cost per foot.

5.02. Application for Main Extension. The following rules shall be adhered to when making application for main extensions:

5.02.01. Application. Any owner of one or more lots or parcels of land, or subdivider of a tract of land, desiring the extension of one or more water mains to service such property shall make a written application therefor to the District. 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 District. Said application shall also be accompanied by a map showing the location of the proposed connections. The application shall be made a minimum of five working days prior to a regular board meeting.

5.02.02. Investigation. Upon receipt of the application, the General Manager, or his or her designee, 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's engineer.

5.02.03. Ruling. The Board shall thereupon consider said application and report; and, after such consideration, reject or approve it.

5.02.04. District Lines. All extensions thus provided for, in accordance with these regulations, shall be offered for dedication to the District and, upon acceptance of the dedication by the District, shall become and remain the property of the District.

5.02.05. Dead-End Lines. No dead-end lines shall be permitted except at the discretion of the District and, in cases where circulation lines are necessary, shall be designed and installed as part of the cost of the extension. Any dead-end line permitted shall have a flush-out device provided by the applicant at his/her expense.

5.03. System Requirements. At the time of laying out and subdividing or re-subdividing any tract or parcel of land within the District, the owners of said tract or parcel of land shall, at their own expense, provide for such water mains, 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 property. When installed, such mains, valves, fire hydrants, services, and appurtenances shall be offered for dedication to the District and, upon acceptance by the District shall become the property of the District. The owners shall provide to the District a detailed as-built mylar blueprint signed by a registered civil engineer, and a CAD

disc (AutoCad format) of the water system.

5.04. Specifications. The size, type, and quality of materials and location of the lines, fire hydrants, and valves shall be specified by the District and the actual construction shall be done by a contractor acceptable to the District in accordance with the District's Master Plan and specifications, and supervised and inspected by the District. Current inspection fees shall apply, which are established by the District's Ordinance # 09 and deposited with the District prior to construction approval. Nothing herein is intended to make the contractor an employee or agent of the District.

5.05. Payment of Cost of Oversized Mains. In the event the District elects to install mains of greater size than shall be adequate to supply any new subdivision with water and fire protection, as determined by the District, the owner or owners of the proposed subdivision shall not be required to pay more than the cost of mains which, in the opinion of the District, are adequate to supply such subdivision with water and fire protection, but no other adjustment of the cost of installation shall be made.

5.06. Pay Back Agreements. When main extensions are made by the District and paid for by an applicant and said main extension shall be of benefit to another person or persons in the future, said applicant shall enter into a pay back agreement with said District. Said pay back agreement shall provide for a refund payment for main service charges collected by the District for service connection to a main, paid for by new applicant. Said pay back shall be computed on the basis of actual cost to the person making the original main extension per front foot benefited for which the main service charge is collected. All pay back agreements shall become null and void ten years from the date first written unless otherwise specified or outline in a "service agreement" between the applicant and District.

5.07. Property of District. Upon completion of such installation, the facilities shall be dedicated and become property of the District.

SECTION 6. SUBDIVISIONS

6.01. Application. A person desiring to provide a water system within a tract of land, which he or she proposes to subdivide within the District's boundaries, shall make written application therefor. Application shall be made a minimum of ten days prior to a regular Board Meeting.

6.01.01. Contents. 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 investigation.

6.01.02. Investigation. 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.

6.01.03. Ruling. 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.

6.02. System Requirements. At the time of laying out and subdividing or re-subdividing any tract or parcel of land within the District, the owners of said tract or parcel of land 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. The service shall be carried to the lot line and clearly marked on the property. When installed, such mains, valves, fire hydrants, services, and appurtenances shall be offered for dedication to the District, and upon acceptance by the District shall become the property of the District. A detailed as-built mylar blueprint of the water system shall be signed by a registered civil engineer and CAD disc shall be supplied to the District.

6.03. Specifications and Construction. The size, type, and quality of materials and location of the lines, fire hydrants, and valves shall be specified by the District and the actual construction shall be done by a contractor acceptable to the District in accordance with the District's Master Plan an specifications, and supervised and inspected by the District. Current inspection fees shall apply, which are established by the District's Ordinance # 09 and deposited with the District prior to construction approval. Nothing herein is intended to make the contractor an employee or agent of the District.

6.04. Property of District. All facilities, upon completion and final inspection, shall be offered for dedication to the District, and upon acceptance of dedication, shall become the property of the District as well as all easements.

6.05. Water Rights and Improvements. 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 District in consideration of the District's approving any application for water service to such tract or subdivision. Said deed to the District shall be executed before any such application shall be approved by the District; 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 the un-subdivided portion previously served until such time as the total area served is subdivided.

6.06. Payment of Facility/Capacity Charges. All fees for Facility/Capacity Charges shall be paid at the time of obtaining a connection permit from the District.

SECTION 7. ANNEXATIONS

7.01. Application. A person desiring to annex land to the District shall make written application

accompanied by maps showing location and area of the land with legal description.

7.02. Terms of Annexation. The Board shall determine terms and fees, but in all cases, transfers of water rights, wells, and springs shall be made to the District.

7.03. Annexations of Developed Land. 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. When installed, such water improvements shall become and be the 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. Extension 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 for subdivisions as herein set forth in Sections 5 & 6. Existing wells may be used only for livestock and irrigation.

SECTION 8. TEMPORARY SERVICE

8.01. Supply from Fire Hydrant. An applicant for temporary use of water from a fire hydrant shall secure a permit therefor from the District and pay the hydrant meter deposit. The applicant shall also pay for the water used in accordance with the meter readings, at the rates prescribed by the Board.

8.02. Unauthorized Use of Hydrants. Tampering with any fire hydrant for the unauthorized use of water therefrom, or for any other purpose, is and subject to a penalty charge for each occurrence as may be set by the Board.

8.03. Meter Availability. The applicant shall make the hydrant meter available as prescribed by the District for reading on a monthly basis.

8.04. Pools and Tanks. When an abnormally large quantity of water is desired for filling a swimming pool or for other purposes, arrangements shall be made with the District prior to taking such water. Permission to take water in unusual quantities will be given only if it can be safely delivered through the District's facilities and if other customers are not inconvenienced thereby.

8.05. Responsibility for Equipment. The customer shall, at his or her 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 District 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 District 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 9. FIRE PROTECTION

9.01. Public Fire Protection. The following pertains to the use of District facilities for public fire protection:

9.01.01. Use of Fire Hydrants. Fire hydrants are for use by the District or by organized fire protection agencies pursuant to contract with the District. Other parties desiring to use fire hydrants for any purpose shall first obtain written permission from the District's General Manager prior to use and shall operate the hydrant in accordance with instructions issued by the District's General Manager. Unauthorized use of hydrants in violation of any provision of this Section shall be penalized and/or prosecuted according to law. No provision herein shall preclude the District from taking any other legal actions to restrain any violation of this Section.

9.01.02. Decorative or Imitation Fire Hydrants. All decorative or non-working type fire hydrants, which may be used as a front yard decoration, must be placed 25-feet back from curb line, or a "Out of Service" sign, must be placed on all such non-working fire hydrants.

9.01.03. Moving of Fire Hydrants. When a fire hydrant has been installed in the location specified by the proper authority, the District has fulfilled its obligation. If a property owner or other party desires a change in the size, type or location of the hydrant, they shall bear all costs of such charges, without refund. The District and any other proper authority shall approve any change in the location of fire hydrant.

9.02. Private Fire Protection Service. The following pertains to the use of District facilities for private fire protection systems:

9.02.01. Payment of Cost. The applicant for private fire protection service shall pay the total actual cost of installation of the service from the distribution main to the service location.

9.02.02. No Connection to Other System. There shall be no connection between this fire protection system and any other water distribution system on the premises.

9.02.03. Use. There shall be no water used through the fire protection service except to extinguish fires and for testing the fire fighting equipment.

9.02.04. Charges for Water Used. Any consumption recorded on the meter will be charged as provided in District Resolution except that no charge will be made for water used to extinguish fires where such fires have been reported to the fire department.

9.02.05. Monthly Rates. The monthly rates for private fire protection shall be established from time to time by Ordinance of the Board of Directors.

9.02.06. Water for Fire Storage Tanks. Occasionally water may be obtained from a private fire service for filling a tank connected with the fire service, but only if written permission is secured from the District in advance and an approved means of measurement is available.

9.02.07. Violation of Agreement. If water is used from a private fire service in violation of the agreement or this Ordinance, the District may, at its option, discontinue and remove the service.

9.02.08. Meter. If the District does not require a meter, and if water is used through a fire service connection for any other purpose than extinguishing of fires, the District shall have the right to place a meter on the fire service connection at the owner's expense, or disconnect the entire water supply from such premises, in addition to any and all other civil and criminal remedies available by law.

9.02.09. Additional Service. The District shall have the right to take a domestic, commercial or industrial service connection from the fire service connection at the curb to supply the same premises as those to which the fire service connection belongs. The Board shall also have the right to determine the proportion of the installation costs properly chargeable to each service connection, if such segregation of costs shall become necessary.

9.02.10. Backflow Prevention Assemblies. All fire service connections that require Backflow Prevention Assemblies as determined by the District, shall be installed at the expense of the owner of the property. The District shall approve all assemblies prior to installation.

9.02.11. Water Pressure and Supply. The District assumes no responsibility for loss or damage due to lack of water or pressure, either high or low, and merely agrees to furnish such qualities and pressures as are available in its general distribution system. The service is subject to shutdowns and variations required by the operation of the system.

SECTION 10. CROSS-CONNECTION CONTROL

10.01. Cross-Connections. The purpose of this Section is to protect the public potable water supply system of the Town of Discovery Bay 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 District's water supply system.

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. Also see District's Ordinance NO. 10 on Cross Connection.

10.02. Typical Facilities:

Sewage Plants	Air Gap
Sewage Lift Stations	Reduced Pressure Device
Mortuaries	Reduced Pressure Device
Hospitals	Reduced Pressure Device
Convalescent Homes	Reduced Pressure Device
Plating Plants	Reduced Pressure Device
Cooling Towers	Reduced Pressure Device
Air Conditioning (Chemical Pots)	Reduced Pressure Device
Cleaners	Reduced Pressure Device
Bottling Company	Reduced Pressure Device
Multi-storied Building (Over 50' high)	Double Check Valve Device
Sprinkling Systems (Chemical entrained)	Double Check Valve Device
Mobile Home Parks	Double Check Valve Device
Mobile Home Parks (Sewer Line and Clean out Conditions)	Reduced Pressure Device
Steam Facilities	Reduced Pressure Device

10.03. 10.08. Approved Devices. The District 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.

10.04. 10.09. Enforcement. Service of water to any premise shall be discontinued by the District if a backflow prevention device required by the rules and regulations of the district 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 District 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 District's water system.

SECTION 11. CUSTOMER BILLING PROCEDURES

11.01. Establish Rates and Charges. The Board of Directors shall from time to time, by Ordinance, establish rates, fees and charges for water and other service provided by the District.

11.02. Charges. 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.

11.03. Billing Period. The District will annually or as otherwise establish the regular billing period.

11.04. Meter Reading – Residential dwellings with meters may be read only for usage purposes, all others nearly as possible on the same day of each month if applicable.

11.05. Billing of Separate Meters Not Combined. Separate bills shall be rendered for each meter installation where applicable.

11.06. Opening and Closing Bills. Opening and closing bills for less than the normal billing period shall be pro-rated. The District may estimate closing bills for the final period as an expediency to permit the customer to pay the closing bill at the time service is discontinued.

11.07. Payment of Bills. 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 business office of the District on or before the 15th day after date of billing, the bill shall become past due and delinquent.

11.08. Notice of Delinquent Status. If a bill remains unpaid at the next billing cycle, a notice of termination will appear on the bill. 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 mailing 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.

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

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

SECTION 12. COMPLAINTS AND DISPUTED BILLS

12.01. Right to Meet. Should a customer have a complaint with regard to the application of any provision of this Ordinance, any resolution implementing this Ordinance, or any complaint or dispute with regard to water service, or the accuracy of a bill for water service or other charges, the customer has the right to meet with the General Manager or his/her designee to discuss the dispute and present any evidence the customer has to support their position. In the case of

disputes over bills, the customer shall be required to submit his/her complaint, request for a meeting or request for initiation of an investigation in writing not later than ten days of his/her receipt of the disputed bill or not later than thirteen (13) days of mailing of the notice of termination.

12.02. Arrangement of Meeting. To arrange such a meeting the customer shall contact the District office, either in writing or by telephone during normal business hours as may be set by the Board.

12.03. Presentation of Evidence. The customer may be accompanied by a friend, attorney, or other representative to meet with the General Manager or his/her designee and may present any evidence they may have to support their position.

12.04. Unresolved Disputes. If the customer is unable to resolve his or her dispute with the or General Manager or his/her designee, the customer may submit the complaint in writing, along with a full and detailed explanation to the Board for resolution, in accordance with Section 1.11 of this Ordinance.

12.05. Appearance Before the Board of Directors. Upon submittal of a timely appeal, the customer may appear before the Board at the next regularly scheduled Board meeting by notifying the District Secretary not less than seven days prior to the Board meeting either by telephone or in writing of the date he or she wishes to attend and the subject matter of the dispute. The customer may then present the complaint and any evidence in support of his or her position and ask for a decision by the Board.

12.06. Delays on Action. The Board shall act promptly to resolve the dispute, but may delay a resolution of the dispute to a subsequent regular meeting in order to investigate the dispute or receive special reports related to the dispute.

12.07. Further Delays. Any further delays shall be freely and willingly agreed to by the customer.

12.08. Decision of the Board. The decision of the Board of Directors shall be final. Should the Board not render a decision within sixty (60) days of receipt of the appeal to the Board, this failure to act shall be deemed a denial of the requested action, unless the District has informed the complainant in writing of its intention to extend the resolution period.

12.09. Meter Test Deposit. Should a customer desire to have the water meter serving their premises tested, he or she shall first deposit an amount, as specified in District Resolutions, for testing of meters up to one (1") in size, and may be present when the meter is tested in the meter shop of the District or other test facilities. Should the meter register more than one percent (2%) fast, the deposit will be refunded, but should the meter register less than one (2%) fast, the District will retain the deposit.

12.10. Adjustment for Fast Meter Errors. If a meter tested at the request of a customer is found

to be more than one percent (2%) fast, the excess charges for the time service was rendered the customer requesting the test, or for a period of six months, whichever shall be the lesser, shall be refunded to the customer.

12.11. Adjustment for Slow Meter Errors. If a meter tested at the request of a customer is found to be more than ten percent (10%) slow, the District may bill the customer for the amount of the undercharge based upon corrected meter readings for the period, not exceeding six months, that the meter was in use.

12.12. Non-Registering Meters. If a meter is found to be not registering, the charges for service shall be based on the estimated consumption. Such estimates shall be made from previous consumption for a comparable period or by such other method as is determined by the District and its decision shall be final.

SECTION 13. DISCONNECTION FOR NONPAYMENT

13.01. Disconnection for Non-Payment. In accordance with Section 11, 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 District 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 District initiate the discontinuance of water service at a time when the District offices are closed, or on a Saturday, Sunday or legal holiday.

13.02. Complaint Procedures for Disconnection. Service disconnection for non-payment of bills shall be subject to the complaint procedures specified in Section 12 therein.

13.03. Refusal or Neglect to Pay Debt. Any amount due is a debt to the District, 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.

13.04. Service Charges for Violations. If water service is discontinued for violation of any of the District'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.

13.05. Partial Payments. A partial payment of a delinquent account may be accepted and credited to a customer's account, but such partial payment shall not be cause for removing the account from a delinquent status and shall not preclude the meter from being turned off for delinquency unless such partial payment is made pursuant to an amortization agreement authorized by the District pursuant to Section 13.06 of this Ordinance.

13.06. Authorization for Continuance of Service for Delinquent Accounts. The General Manager

or his or her designee may authorize continuation of service to a delinquent account if an amortization agreement or other arrangements satisfactory to the District have been established.

SECTION 14. ADDING DELINQUENT CHARGE TO TAX ROLL

14.01. Report of Delinquent and Unpaid Charges. A report of delinquent and unpaid charges for water and other services which remain unpaid and delinquent for sixty days or more on July 1 of each year shall be prepared and submitted to the Board for consideration as tax liens. The unpaid and delinquent charges listed in said report for each parcel of property shall be fixed at the amount listed in said report.

14.02. Adoption and Filing of Report. The secretary shall file with the County Assessor and the Board of Supervisors of the appropriate county, in the time and manner specified by the County Assessor and Board of Supervisors, a copy of such written report with a statement endorsed thereon over the signature of the secretary, that such a report has been adopted and approved by the Board of Directors and that the County Assessor shall enter the amount of such charges against the respective lots or parcels of land as they appear on the current assessment roll.

14.03. Collection of Delinquent and Unpaid Charges. The County Assessor shall include the amount of charges on bills for taxes levied against their respective lots and parcels of land and thereafter, the amount of such unpaid and delinquent charges shall be collected at the same time and in the same manner by the same person as, together with and not separately from, the general taxes, if any, for the District or the County and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties.

14.04. Non-Exclusive Remedy. No provision herein is intended to preclude the District from taking any other legal action to enforce payment of any unpaid debts to the District.

14.05. Applicable to Owner Only. Section 14. Of this Ordinance applies only where the person responsible for the delinquent and unpaid charge is the owner of the property.

SECTION 15. CHARGES

15.01. Charges. The Board may from time to time establish, by Ordinance, (except where otherwise specified), any or all of the following types of charges. The schedule of approved charges will be posted at the District Office.

15.02. Administrative Charges. The charges for returned checks, notary fees, and reproduction charges. This charge may be adopted by Resolution.

15.03. Consumption Charge. The consumption charge is the charge per hundred cubic feet for all water registered by the customer's water service meter or on contractors temporary/loaned

District owned meter.

15.04. 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.

15.05. Disconnect Processing Charge. The charge, which covers the reasonable District costs of processing the past due, accounts for disconnection.

15.06. Disconnect/Reconnect Charge. The charge or fee which covers the reasonable District costs of disconnection and reconnection of service connections which are in violation of the provisions of this Ordinance.

15.07. Fire Hydrant Installation Charge. The charge for installation of Fire Hydrants as may be required.

15.08. 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 emergency fire requirements only.

15.09. Inspection Charge. Where a customer service connection or facility requires inspection by District personnel, the customer shall be charged for such inspection.

15.10. Meter Test Charge. The charge, which covers the District, costs for pulling, testing, and reinstalling the water meter to be tested.

15.11. Plan Check Charge. The charge incurred by the District in reviewing and inspecting water plans submitted to the District.

15.12. Repair Charge. The charge incurred by the District in repairing any damage to any District meters, water mains, water lines and/or any other appurtenances.

15.13. Security Deposit Charge. The charge which insures payment of minimum District charges, and which shall be deposited with the District with the completed application prior to commencement of water service to any property.

15.14. Special Facility/Capacity Charge. The charge required for development of limited service areas whenever Special Facilities, including, but not limited to, Booster Stations, Hydropneumatic Stations and Pressure Regulators are required. The charge to be made to a Developer or Owner of land that is considered by the District to be within a limited service area shall be based upon the Developer's or Landowner's proportionate share of the cost for the installation of such Special Facility. Such 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 serve the same number of acres or area under normal conditions and the cost of facilities to serve the acreage or area under special conditions at a higher cost.

15.15. Availability of Service Charge. The availability of service charge is the monthly availability charge applicable to all metered services.

15.16. Unauthorized Use of Water Charge. The charge imposed on any person, organization or agency for each unauthorized use of District water, or for tampering in any manner with any meter belonging to the District, where such tampering affects the accuracy of such meter.

15.17. Water Main Extension Charge. The charge for the replacement or construction of the water main fronting on the property to be served.

15.18. Water Service Connection Charges. Regular. The charge for the type and size of water service meter or other connection desired and the cost of connection of a building or property to the District's water system, as determined by the Board of Directors. Such regular charge shall be paid in advance by applicant. Where there is no regular charge, the District may require the applicant to deposit an amount equal to the estimated cost of such service connections.

15.19. 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.

15.20. 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.

15.21. 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 District personnel or consultants.

15.22. Permit Charge. Charge for issuance of a permit for connection.

SECTION 16. RIGHT OF ENTRY.

16.01. The Engineer shall be authorized to enter all private properties for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portions of the water system lying within the property.

16.02. The entries authorized by Section 16.01 shall be conducted either with the consent of the owner or occupant or pursuant to the provisions of Title 13 of Part III of the Code of Civil Procedure (CCP Section 1822.50 et seq.)

16.03. The Engineer shall be authorized to enter onto all easements held by the Town for the

purposes set forth in Section 16.01 where the easement including a right of access; where the fee owner objects, the procedures set forth in Section 16.02 shall be followed.

SECTION 17. WATER CONSERVATION

- 17.01 Conservation Purpose. The purpose of this is to assure that all water furnished by the District is put to reasonable beneficial use, to prevent unreasonable use or waste of water and to promote efficient use and conservation of water.
- 17.02 Prevention of Waste or Unreasonable Use. All customers of the District are urged to take all reasonable action to prevent waste of water. The District shall have the right, following notice and hearing, to impose upon any water service connection such conditions as the District determines to be necessary to prevent unreasonable use or waste of water.
- 17.03 Conservation Measures by Customers. All customers of water furnished by the District are urged to take all reasonable action to conserve water. Among the actions recommended are the following:
- (A) Semi-annually or sooner examine all plumbing systems to detect any leaks and repair leaks immediately upon detection.
 - (B) Prevent water from running off premises into street gutters.
 - (C) Install flow restrictors on all showerheads that will limit flow to not more than 3-gallons per minute.
 - (D) Install or use of low-flow toilets is preferred.
 - (E) Install aerators or laminar flow devices on kitchen and lavatory faucets to reduce maximum flow to 2.75 gallons per minute.
 - (F) Landscape with minimal turf (grass) and use drought-tolerant (low water-using) plants.
- 17.04 Conservation Measures of District. (A) The District shall vigorously pursue at all times a program for the conservation of water consisting in such cost-effective measures as are from time to time authorized by the Board of Directors. (B) Cooperate with local school districts in developing education programs on efficient water use. (C) Make available at the District's office, public library and any other public places printed materials on the need for, and methods of, water conservation.
- 17.05 New Landscaping 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 18. PLACE OF USE OF WATER, RESALE PROHIBITED

- 18.01 Resale Prohibited. Except with the prior written authorization of the District, no customer shall use, or permit the use of, any water furnished by the District on any premise other

than that specified in his application for service, nor shall any customer resell any water furnished by the District.

SECTION 19. EFFECTIVE DATE

19.01. This Ordinance shall become effective 30 days after adoption.

APPROVED AND ADOPTED this 17 day of JANUARY, 2001.

AYES: 4

NOES: 0

ABSENT: 1

ATTEST: Virgil Koehne
Secretary of the Board and
General Manager

By: Virgil Koehne
Secretary

Tom D. Smith
Board Chair



**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 41 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

pipng 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 30 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 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 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, 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 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 43 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 day of March, 2018, 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 March 21, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kevin Graves
Board President

Attest:

Michael R. Davies
Board Secretary

DRAFT



Town of Discovery Bay

“A Community Services District”

STAFF REPORT

Meeting Date

March 21, 2018

Prepared By: Mac Kaiser, Recreation Programs Supervisor
Submitted By: Michael R Davies, General Manager

MRD

Agenda Title

2018 Program, Activities, and Event Fee Waivers.

Recommended Action

Acceptance of the additional Fees Waiver approved by the General Manager for the following 2018 Program, Activities, and Events.

Executive Summary

The Town of Discovery Bay Community Services District Board of Directors (Board) established the Park & Facility Usage and Rental Policy #013 on July 16, 2013; and

Whereas the Park & Facility Usage and Rental Policy was revised on October 19, 2016 to more adequately respond to the needs of the community; and

Whereas requirements, except those identified as “prohibited”, may now be waived or modified on a case-by-case basis by the General Manager, or designee upon the finding of public interest; and any such modification (including modification to fees) shall be summarized on the next available board agenda.

Therefore, Staff is submitting for acceptance the following additional 2018 Programs, Activities, and Events whose “Fees” were waived by the General Manager upon the finding of public interest per the Park & Facility Usage and Rental Policy #013.

The “American Red Cross Blood Drive” conducted by the American Red utilizing the Discovery Bay Community Center on June 25, September 24, and December 17, 2018 from 9AM to 5PM on each date for a total cost of \$600.

Additionally the RAD Kids Program originally approved at the February 7, 2018 Board Meeting has expanded its proposed programming for 2018 to now include two sessions, one for ages 5-7 and one for ages 8-12. This program expansion will increase the originally approved fee waiver of \$310 another \$190 for a new total of \$500.

Staff recommends acceptance of the above additional 2018 Programs, Activities, and Events Fee Waivers and program changes by the General Managers for a new total combined amount for 2018 from \$15,300 to \$16,100.

Fiscal Impact:

Amount Requested \$ None

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

None

Attachments

2018 Public Event Calendar Revised 3.21.2018
 Parks & Facility Usage & Rental Policy #013
 Resolution 2016-17

AGENDA ITEM: G-2

2018 Town/Public Calendar - Revision

March 21, 2018

2018 Event Dates	Times	Location	Event Title	Event Description	Approximate Attendance Numbers	Event Sponsors	Vendors on site	Food on site	Alcohol on site	Town/County Licenses Required	Fees Charged/Waived
March 10, 11, 17, & 18	9-4PM	Cornell Park	Pony Jamboree	Pony Seasonal Opening Scrimmage Games	100+	Brentwood Pony	No	No	No	TODB Facility Permit	Fees Charged
March 24	7-12PM	DBCC	Easter Egg Hunt	DB Lions Club Easter Egg Hunt	400+	DB Lions Club	No	No	No	TODB Facility Permit	Fees Waived
April 11	3:00-9:00PM	DBCC	Food Truck Round-Up	Family friendly event. "Off the Grid" style event featuring a variety of unique/gourmet dinner trucks, live music and vendor booths.	200-400	Discovery Bay Chamber of Commerce	Yes	Yes	Yes	TODB Facility Permit CCC Health permit ABC License ECCFPD Event Permit	Fees Charged
April 28	8AM-12PM	DBCC	Pet's on Parade	Family friendly event for dogs	50	Town & DB Lions Joint Event	Yes	No	No	TOBD Facility Permit CCC Health permit	Fees Waived/Lions to donate net proceeds back for dog park specific improvements
May 5 & 6	6AM-9PM	DBCC	Inaugural Discovery Bay Doubles Tennis Tournament	Family friendly event and fund raiser for the renovation of courts 3 & 4.	60-100	Town Event	Yes	Yes	Yes	TODB Facility Permit CCC Health Permit ABC License	N/A Town Event
May 9	3:00-9:00PM	DBCC	Food Truck Round-Up	Family friendly event. "Off the Grid" style event featuring a variety of unique/gourmet dinner trucks, live music and vendor booths.	200-400	Discovery Bay Chamber of Commerce	Yes	Yes	Yes	TODB Facility Permit CCC Health permit ABC License ECCFPD Event Permit	Fees Charged
June 2	8AM-11PM	DBCC	Summer Jam Concert in the Park	Family friendly event featuring live music, food and alcohol in partnership with the DB Lions Club.	350+	Town & DB Lions Joint Event	Yes	Yes	Yes	TODB Facility Permit CCC Health Permit ABC License	Fees Waived/Lions to donate 50% of net proceeds back to Town for specific Park/Facility project
June 15, 23	6:30-10:30PM	DBCC	Friday Night Movie in the Park	Family friendly movies on the event lawn at the Community Center	50-125	Town Event	No	Yes	No	CCC Health Permit Movie Licensing	N/A Town Event
June 13	3:00-9:00PM	DBCC	Food Truck Round-Up	Family friendly event. "Off the Grid" style event featuring a variety of unique/gourmet dinner trucks, live music and vendor booths.	200-400	Discovery Bay Chamber of Commerce	Yes	Yes	Yes	TODB Facility Permit CCC Health permit ABC License ECCFPD Event Permit	Fees Charged
June 23	11AM-4PM	DBCC	Town 20th Anniversary Event	Family friendly event in celebration of 20 years featuring music, food, free public swimming, and a host of dignitaries, etc.	100-400	Town Event	Yes	Yes	No	CCC Health Permit	N/A Town Event
June 25	9AM-5PM	DBCC	American Red Cross Blood Drive	Community-wide event	30-40	American Red Cross	No	Light Refreshments	No	TODB Facility Permit	Fees Waived

2018 Town/Public Calendar - Revision
March 21, 2018

July 11	3:00-9:00PM	DBCC	Food Truck Round-Up	Family friendly event. "Off the Grid" style event featuring a variety of unique/gourmet dinner trucks, live music and vendor booths.	200-400	Discovery Bay Chamber of Commerce	Yes	Yes	Yes	TODB Facility Permit CCC Health permit ABC License ECCFPD Event Permit	Fees Charged
July 13	7PM-10PM	DBCC	Evening Cool by the Pool	Family friendly evening swim and music under the stars	50	Town Event	No	No	No	TODB Facility Permit	N/A Town Event
July 16-20	9AM-11AM and 1PM-3PM	DBCC	RAD Kids	Youth Empowerment and Safety Education Program for area children ages 5-12	20-25	CCC Sheriff	No	No	No	TODB Facility Permit	Fees Waived
July 20, 27	6:30-10:30PM	DBCC	Friday Night Movie in the Park	Family friendly movies on the event lawn at the Community Center	50-125	Town Event	No	Yes	No	CCC Health Permit Movie Licensing	N/A Town Event
August 8	3:00-9:00PM	DBCC	Food Truck Round-Up	Family friendly event. "Off the Grid" style event featuring a variety of unique/gourmet dinner trucks, live music and vendor booths.	200-400	Discovery Bay Chamber of Commerce	Yes	Yes	Yes	TODB Facility Permit CCC Health permit ABC License ECCFPD Event Permit	Fees Charged
TBD	6:30-10:30PM	DBCC	Friday Night Movie in the Park	Family friendly movies on the event lawn at the Community Center	50-125	Town Event	No	Yes	No	CCC Health Permit Movie Licensing	N/A Town Event
Sept 10	8AM-8PM	DBCC	Car Show	Classic, Hot Rod, Motorcycle Car show, food/beer, and vendors	300-400	DB Lions	Yes	Yes	Yes	TODB Facility Permit CCC Health Permit ABC License	Fees Charged
TBD	6:30-10:30PM	DBCC	Friday Night Movie in the Park	Family friendly movies on the event lawn at the Community Center	50-125	Town Event	No	Yes	No	CCC Health Permit Movie Licensing	N/A Town Event
September 12	3:00-9:00PM	DBCC	Food Truck Round-Up	Family friendly event. "Off the Grid" style event featuring a variety of unique/gourmet dinner trucks, live music and vendor booths.	200-400	Discovery Bay Chamber of Commerce	Yes	Yes	Yes	TODB Facility Permit CCC Health permit ABC License ECCFPD Event Permit	Fees Charged
September 22	8:00AM - 8:00PM	DBCC	Summer Jam	Kids zone, possible car show, business vendors, food vendors, concert and petting zoo. Alcohol Sales	500-1,000	DB Lions	Yes	Yes	Yes	TPDB Facility Permit CCC Health Permit ABC Permit ECCFPD	Fees Charged
September 24	9AM-5PM	DBCC	American Red Cross Blood Drive	Community-wide event	30-40	American Red Cross	No	Light Refreshments	No	TODB Facility Permit	Fees Waived
Dec	TBD	DBCC	Holiday Parade	Judging, Breakfast with Santa, vendors for event located in the CC parking lot	1000+	DB Lions/ Chamber of Commerce Joint Event	Yes	Yes	No	TODB Facility Permit CCC Health Permit ECCFPD Event Permit	Fees Waived for use of parking lot only
December 17	9AM-5PM	DBCC	American Red Cross Blood Drive	Community-wide event	30-40	American Red Cross	No	Light Refreshments	No	TODB Facility Permit	Fees Waived

2018 Town/Public Calendar - Revision
March 21, 2018



Town of Discovery Bay

Program Area: Parks and Landscaping	Policy Name: Park & Facility Usage & Rental Policy	Policy Number: 013
Date Established: April 20, 2011	Date Amended: May 3, 2017	Resolution: 2016-17

I. GENERAL INFORMATION

The Park & Facility Usage and Rental Policy outlines specific regulations and requirements associated with the permitted rental of a public facility and/or area within the Town of Discovery Bay Community Services District (District) owned or operated park. Obtaining a permit shall grant the user basic usage and access rights for the approved purpose and time only. Any fees or deposits established by the District Board of Directors shall be paid by the applicant prior to the approval of the permit. All users shall comply with County, State and Federal laws.

The District reserves the right to cancel, revoke or suspend any and all reservations, permits and applications if deemed inappropriate, flagrantly disrespectful or if harmful activities are taking place in the park or facility. No notice is required and, in some cases, the Sheriff will be notified and enforcement action will be requested. Violations of this policy may result in forfeiture of fees and/ or deposit.

Facilities and parks available for rental include:

1. Cornell Park, Tennis Court
2. Cornell Park, Pickle Ball Courts
3. Cornell Park, Baseball Field
4. Cornell Park, Soccer Field
5. Cornell Park, Shaded Picnic Area
6. Cornell Park, Horse Shoe Pits or Bocce Courts
7. Ravenswood Park, Covered Picnic Area 1
8. Ravenswood Park, Covered Picnic Area 2
9. Ravenswood Park, Soccer Field
10. Community Center, Tennis Court(s)
11. Community Center, BBQ Area
12. Community Center, Reception Area
13. Community Center, Arts and Crafts/Meeting Room
14. Community Center, Multi-Purpose Room
15. Community Center, Event lawn
16. Community Center, Swimming Pool

II. ELIGIBILITY & PRIORITY

The District reserves the right to exclude or remove activities it deems inappropriate for public use. District business will take precedence over any and all other meetings. Groups that have a reservation in advance are subject to cancellations, in rare circumstances, to accommodate this priority. All fees will be returned to the user if the District requires a cancellation or relocation of the reserved event.

In issuing permits, priority shall be given to Discovery Bay residents and events serving the Discovery Bay community.

III. RESERVATION REQUIREMENTS

The renter must be over 18 years of age, and submit a complete Reservation Form to the Community Center, a refundable damage deposit, and all applicable user fees and insurance as described in Insurance Requirements. Renters are required to provide the name and phone number of the principal contact person and a secondary contact. This person must be present onsite during the approved rental period and will be the emergency contact, and is responsible for ensuring compliance with the policies outlined. A copy of the permit must be onsite and available upon request by District staff or representatives during approved rental period.

Single day reservation may be made up to one (1) year in advance. Long-term league reservations may be made up to four (4) months in advance, unless previously approved by the Town of Discovery Bay CSD Board of Directors.

No reservation or agreement will be approved or signed until the requesting user has paid the applicable deposits and fees.

Insurance Requirements: All sports leagues, organizations, or inflatable play equipment operators are required to provide the District with a CERTIFICATE OF LIABILITY INSURANCE showing valid liability coverage in the amount of \$1,000,000. A separate ADDITIONAL INSURED ENDORSEMENT must be submitted listing the "Town of Discovery Bay CSD, its officers, officials, employees, and volunteers" as additional insured on the policy. Insurance Certificates must be submitted to the District at least five (5) days prior to the scheduled reservation.

Cancellations: Park Rental cancellations occurring five (5) business days or more prior to the event will be refunded all fees and deposits. Cancellations occurring four (4) business days or less prior to the event will forfeit all applicable fees but be refunded all of the deposit.

Cancellation for Indoor Facility Rentals at the Community Center occurring sixty (60) days or more prior to the event will be refunded all fees and deposits. Cancellations less than sixty (60) days, but more than thirty (30) days prior to the event date will forfeit 25% of the total fees. Cancellations less than thirty (30) days prior to the event date, but more than fifteen (15) days prior to the event date will forfeit 50% of the total fees. Cancellations occurring less than fifteen (15) days prior to the event date will forfeit all applicable fees. In all cases of cancellation, the deposit shall be returned.

Cancellation fees above do not reflect any cancellation processing fees. Processing fees are in addition to the cancellation fees described here.

Clean Up: Renters are required to clean up and return the park or area to the original condition. Trash must be placed in the receptacles provided. Trash that does not fit in the trash receptacle must be disposed of properly by the renter.

Reasonable party decorations are permitted. However, users may not put staples or nails into any tree, sign, wall or table for any purpose. All decorations must be taken down and removed from the facility.

Deposit Forfeiture: Renter agrees to take full responsibility for the behavior of their guests during the rental period. Children must be supervised at all times by adults. Any charges for damage to the park or facility or its furnishings will be deducted from the deposit. Rentals that exceed the reserved time period will be charged the hourly rate to be deducted from the deposit. Failure to leave the rented area in satisfactory condition will result in deposit forfeiture. Upon a satisfactory inspection of the premises by District staff, the deposit check will be destroyed or returned to the applicant.

Prohibited Activities: No person shall consume, possess, sell, serve or cause to be served, any alcoholic beverage of any kind within any park area, unless expressly authorized in advance of the event by the Board of Directors. The General Manager, or designee, is authorized to approve service of alcoholic beverages for private events taking place at the Discovery Bay Community Center once a complete and approved application is received and all insurance requirements and other conditions of approval are approved. See Special Conditions regarding the serving and or/sale of Alcoholic beverages, below. Fires and barbecues (BBQ) shall be permitted only in grills already provided in the park. There shall be no overnight events or camping at any Discovery Bay park facility unless expressly authorized in advance of the event by the Board of Directors.

Gambling activities are expressly prohibited at all Town of Discovery Bay Parks and Recreation facilities. Individuals or groups of individuals in violation of this prohibited activity shall immediately cease the prohibited activity. Failure to cease shall result in the immediate notification of local law enforcement authorities.

Renter agrees that they will comply with all state and local laws including but not limited to activities that require a state or local permit. At the discretion of the General Manager, or designee, security may be required on a case by case basis.

Special Conditions regarding the serving and or/sale of Alcoholic beverages:

If alcohol is to be served or sold, it must be indicated on the rental application. The General Manager or Board of Directors, as identified above, must approve any application which includes consumption or sale of alcohol. Once approved, it is the responsibility and liability of the Renter and/or organization renting the facility. At the discretion of the General Manager, or designee, security may be required on a case by case basis.

To sell alcoholic beverages at your event, a valid alcohol permit from the California Department of Alcoholic Beverage Control Board (A.B.C.) must be obtained. The permit must be on file with the District offices at least ten (10) days prior to your event.

Food and Alcohol may be consumed without an Alcohol permit from the A.B.C. when there is no monetary exchange for the food, beverages or admission charged for the event.

Violation of any of these requirements will result in immediate termination of Renter's event and will result in forfeiture of the damage deposit.

The District may require additional deposits, insurance and/or security for events where alcohol is served. These additional requirements will be determined by the circumstances of each rental request.

Food Preparation: Food and non-alcoholic beverages may be served, but not prepared on site for any indoor facility rentals at the Community Center.

Exhibitions, Events, Festivals, Meeting and Assemblies: Any person, group, society, club or organization wishing to set up or maintain any exhibition, place of amusement, concert, picture show, bandstand, performance, entertainment or other form of amusement or function where the expected attendance is fifty (50) people or more occupying the park at any one time, must first obtain written authorization from the District's General Manager. These types of requests must be submitted no less than sixty (60) days prior to the event.

IV. MISCELLANEOUS

Any policy listed herein may be waived or modified on a case-by-case basis and at the discretion of the Board of Directors.

Requirements listed herein, except those identified as "prohibited", may be waived or modified on a case-by-case basis by the General Manager, or designee, upon the finding of public interest; any such modification (including modification to fees) shall be summarized on the next available board agenda.

Policy Established:

April 20, 2011

Policy Amended:

July 16, 2013

January 8, 2014

December 16, 2015

October 19, 2016

May 3, 2017



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT**

RESOLUTION 2016-17

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
A CALIFORNIA COMMUNITY SERVICES DISTRICT,
AMENDING PARK & FACILITY USAGE & RENTAL POLICY**

WHEREAS, the Town of Discovery Bay Community Services District owns and/or maintains parks and recreation facilities located within Discovery Bay; and

WHEREAS, the Town of Discovery Bay Community Services District previously adopted a Park Usage and Rental Policy on April 20, 2011; and

WHEREAS, the Park and Usage and Rental Policy has been amended on July 16, 2013, January 8, 2014, and December 16, 2015 respectively; and

WHEREAS, it is necessary to revise the Park and Usage and Rental Policy.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES AS FOLLOWS:

SECTION 1. That the Board adopt the Park and Facility Usage and Rental Policy and that it be incorporated herein and made a part of this Resolution.

SECTION 2. The Board Secretary shall certify the adoption of this Resolution.


PASSED, APPROVED AND ADOPTED THIS 19th DAY OF October, 2016.



Robert Leete
Board Vice-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 October 19, 2016, by the following vote of the Board:

AYES: 3 - Vice President Leete, Director Suman, Director Steele
NOES: 0
ABSENT: 2 - President Poase, Director Araves
ABSTAIN: 0



Catherine Kutsuris
Board Secretary



Town of Discovery Bay

Program Area: Parks and Landscaping	Policy Name: Park & Facility Usage & Rental Policy	Policy Number: 013
Date Established: April 20, 2011	Date Amended: October 19, 2016	Resolution: 2016-17

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The District reserves the right to cancel, revoke or suspend any and all reservations, permits and applications if deemed inappropriate, flagrantly disrespectful or if harmful activities are taking place in the park or facility. No notice is required and, in some cases, the Sheriff will be notified and enforcement action will be requested. Violations of this policy may result in forfeiture of fees and/ or deposit.

Facilities and parks available for rental include:

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2. Cornell Park, Pickle Ball Courts
3. Cornell Park, Baseball Field
4. Cornell Park, Soccer Field
5. Cornell Park, Shaded Picnic Area
6. Cornell Park, Horse Shoe Pits or Bocce Courts
7. Ravenswood Park, Covered Picnic Area 1
8. Ravenswood Park, Covered Picnic Area 2
9. Ravenswood Park, Soccer Field
10. Community Center, Tennis Court(s)
11. Community Center, BBQ Area
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13. Community Center, Arts and Crafts/Meeting Room
14. Community Center, Multi-Purpose Room
15. Community Center, Event lawn
16. Community Center, Swimming Pool

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In issuing permits, priority shall be given to Discovery Bay residents and events serving the Discovery Bay community.

III. RESERVATION REQUIREMENTS

The renter must be over 18 years of age, and submit a complete Reservation Form to the Community Center, a refundable damage deposit, and all applicable user fees and insurance as described in Insurance Requirements. Renters are required to provide the name and phone number of the principal contact person and a secondary contact. This person must be present onsite during the approved rental period and will be the emergency contact, and is responsible for ensuring compliance with the policies outlined. A copy of the permit must be onsite and available upon request by District staff or representatives during approved rental period.

Single day reservation may be made up to one (1) year in advance. Long-term league reservations may be made up to four (4) months in advance, unless previously approved by the Town of Discovery Bay CSD Board of Directors.

No reservation or agreement will be approved or signed until the requesting user has paid the applicable deposits and fees.

Insurance Requirements: All sports leagues, organizations, groups over 50, or inflatable play equipment operators are required to provide the District with a valid Certificate of Liability Insurance (in the amount of \$1,000,000.00), with the Town of Discovery Bay Community Services District listed as an additionally insured. Insurance Certificates must be submitted to the District at least five (5) days prior to the scheduled reservation.

Cancellations: Park Rental cancellations occurring five (5) business days or more prior to the event will be refunded all fees and deposits. Cancellations occurring four (4) business days or less prior to the event will forfeit all applicable fees but be refunded all of the deposit.

Cancellation for Indoor Facility Rentals at the Community Center occurring sixty (60) days or more prior to the event will be refunded all fees and deposits. Cancellations less than sixty (60) days, but more than thirty (30) days prior to the event date will forfeit 25% of the total fees. Cancellations less than thirty (30) days prior to the event date, but more than fifteen (15) days prior to the event date will forfeit 50% of the total fees. Cancellations occurring less than fifteen (15) days prior to the event date will forfeit all applicable fees. In all cases of cancellation, the deposit shall be returned.

Cancellation fees above do not reflect any cancellation processing fees. Processing fees are in addition to the cancellation fees described here.

Clean Up: Renters are required to clean up and return the park or area to the original condition. Trash must be placed in the receptacles provided. Trash that does not fit in the trash receptacle must be disposed of properly by the renter.

Reasonable party decorations are permitted. However, users may not put staples or nails into any tree, sign, wall or table for any purpose. All decorations must be taken down and removed from the facility.

Deposit Forfeiture: Renter agrees to take full responsibility for the behavior of their guests during the rental period. Children must be supervised at all times by adults. Any charges for damage to the park or facility or its furnishings will be deducted from the deposit. Rentals that exceed the reserved time period will be charged the hourly rate to be deducted from the deposit. Failure to leave the rented area in satisfactory condition will result in deposit forfeiture. Upon a satisfactory inspection of the premises by District staff, the deposit check will be destroyed or returned to the applicant.

Prohibited Activities: No person shall consume, possess, sell, serve or cause to be served, any alcoholic beverage of any kind within any park area, unless expressly authorized in advance of the event by the Board of Directors. The General Manager, or designee, is authorized to approve service of alcoholic beverages for private events taking place at the Discovery Bay Community Center once a complete and approved application is received and all insurance requirements and other conditions of approval are approved. See Special Conditions regarding the serving and or/sale of Alcoholic beverages, below. Fires and barbecues (BBQ) shall be permitted only in grills already provided in the park. There shall be no overnight events or camping at any Discovery Bay park facility unless expressly authorized in advance of the event by the Board of Directors.

Gambling activities are expressly prohibited at all Town of Discovery Bay Parks and Recreation facilities. Individuals or groups of individuals in violation of this prohibited activity shall immediately cease the prohibited activity. Failure to cease shall result in the immediate notification of local law enforcement authorities.

Renter agrees that they will comply with all state and local laws including but not limited to activities that require a state or local permit. At the discretion of the General Manager, or designee, security may be required on a case by case basis.

Special Conditions regarding the serving and or/sale of Alcoholic beverages:

If alcohol is to be served or sold, it must be indicated on the rental application. The General Manager or Board of Directors, as identified above, must approve any application which includes consumption or sale of alcohol. Once approved, it is the responsibility and liability of the Renter and/or organization renting the facility. At the discretion of the General Manager, or designee, security may be required on a case by case basis.

To sell alcoholic beverages at your event, a valid alcohol permit from the California Department of Alcoholic Beverage Control Board (A.B.C.) must be obtained. The permit must be on file with the District offices at least ten (10) days prior to your event.

Food and Alcohol may be consumed without an Alcohol permit from the A.B.C. when there is no monetary exchange for the food, beverages or admission charged for the event.

Violation of any of these requirements will result in immediate termination of Renter's event and will result in forfeiture of the damage deposit.

The District may require additional deposits, insurance and/or security for events where alcohol is served. These additional requirements will be determined by the circumstances of each rental request.

Food Preparation: Food and non-alcoholic beverages may be served, but not prepared on site for any indoor facility rentals at the Community Center.

Exhibitions, Events, Festivals, Meeting and Assemblies: Any person, group, society, club or organization wishing to set up or maintain any exhibition, place of amusement, concert, picture show, bandstand, performance, entertainment or other form of amusement or function where the expected attendance is fifty (50) people or more occupying the park at any one time, must first obtain written authorization from the District's General Manager. These types of requests must be submitted no less than sixty (60) days prior to the event.

IV. MISCELLANEOUS

Any policy listed herein may be waived or modified on a case-by-case basis and at the discretion of the Board of Directors.

Requirements listed herein, except those identified as "prohibited", may be waived or modified on a case-by-case basis by the General Manager, or designee, upon the finding of public interest; any such modification (including modification to fees) shall be summarized on the next available board agenda.

Policy Established:

April 20, 2011

Policy Amended:

July 16, 2013

January 8, 2014

December 16, 2015

October 19, 2016



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

March 21, 2018

Prepared By: Justin Shobe, Luhdorff & Scalmanini Consulting Engineers

Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title

Discussion and possible action regarding the approval of Notice of Completion for the Willow Lake WTP PLC and SCADA Upgrade project.

Recommended Action

Consider approval of the Notice of Completion and authorize the General Manager to release all retention for this project to Telstar Instruments, Inc.

Executive Summary

The Willow Lake WTP PLC and SCADA Upgrade project is now complete. All work required by the Contractor, Telstar Instruments, Inc, has been completed. The installation was successfully completed in August 2017. All final documentation was provided by the Contractor in January 2018. The Contractor's work was approved by the engineer, Luhdorff & Scalmanini Consulting Engineers (LSCE), and by the operator, Veolia. LSCE has prepared a Notice of Completion for the project.

Total Project Budget \$250,000

Total Project Cost \$256,048.58

Fiscal Impact:

Amount Requested none

Sufficient Budgeted Funds Available?:

Prog/Fund # Category:

Previous Relevant Board Actions for This Item

Attachments:

Notice of Completion

AGENDA ITEM: G-3

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

TOWN OF DISCOVERY BAY COMMUNITY
SERVICES DISTRICT
1800 Willow Lake Road
Discovery Bay, CA 94505-9376

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the Owner who contracted for the work of improvement hereinafter described.
2. The full name of the undersigned is:

TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT, a Political Subdivision of the State of California.
3. The full address of the undersigned is:

1800 Willow Lake Road
Discovery Bay, CA 94505-9376
4. The nature of the title of the undersigned is that of a fee holder.
5. A work of improvement on the property hereinafter described was completed on 01/30/2018.
6. The name of the contractor for such work of improvement is Telstar Instruments, Inc.
7. The property on which said work of improvement was completed is in the unincorporated portion of the County of Contra Costa, State of California, and is described as follows:

Willow Lake Water Treatment Plant
1800 Willow Lake Road
Discovery Bay, CA 94505
8. The work of improvement consists generally of:
 - A. Willow Lake WTP PLC and SCADA Upgrades Project.

MICHAEL R. DAVIES, GENERAL MANAGER
FOR TOWN OF DISCOVERY BAY COMMUNITY SERVICES
DISTRICT



EAST CONTRA COSTA FIRE PROTECTION DISTRICT

Meeting Minutes

Board of Directors Regular Meeting

Monday February 05, 2018 6:30 P.M.

**Meeting Location: Brentwood City Council Chambers,
150 City Park Way, Brentwood**

	BOARD OF DIRECTORS	
Joel Bryant	Brian Oftedal – President	Erick Stonebarger
Robert Kenny	Joy Benson – Vice President	Adam Langro
Cheryl Morgan	Joe Young	Susan Morgan

Call to Order: (6:32 P.M.)

PLEDGE OF ALLEGIANCE: (6:33 P.M.)

ROLL CALL: (6:33 P.M.)

Directors Present: Benson, Bryant, Langro, Oftedal, C. Morgan, S. Morgan, Stonebarger,
Young

Directors Absent: Kenny

PUBLIC COMMENTS: (6:34 P.M.)

There was one (1) Public Speaker – Mark Whitlock

Presentation: (6:34 P.M.)

P.1 Recognition of Board Members Cheryl Morgan and Bob Kenny for Years Served as ECCFPD Board Members

This Recognition of Board Members has been postponed until the next scheduled Board Meeting on March 5, 2018

CONSENT CALENDAR: (6:37 P.M.)

C.1 Approve Minutes from January 08, 2018 Board of Directors Meeting

Motion by: Director Young to approve consent item C.1

Second by: Director Stonebarger

Vote Carried: 7:0:1

Ayes: Benson, Bryant, C. Morgan, S. Morgan, Oftedal, Stonebarger, Young

Noes:

Abstained: Langro

Absent: Kenny

DISCUSSION ITEMS

(6:38 P.M.)

D.1 Mid-Year Budget and Expenditure Review

There was one (1) Public Speaker – Mark Whitlock

(6:46 P.M.)

D.2 Approve Salary Schedule for Unrepresented Employees

There were no (0) Public Speakers

Motion by: Director Young to approve the Salary Schedule for Unrepresented Employees

Second by: Director S. Morgan

Vote Carried: 7:1:0

Ayes: Benson, Bryant, Langro, C. Morgan, S. Morgan, Oftedal, Young

Noes: Stonebarger

Abstained:

Absent: Kenny

(7:12 P.M.)

D.3 Adopt Board Bylaws; Repeal Board of Directors Policies 1-1, 1-2, 1-3, 1-4 and Repeal Resolution No. 2013-08

There were three (3) Public Speakers – Mark Whitlock, Steve Smith, Jessica LaChance-Mellan

The Board of Directors provided input for consideration by the the Board Policy Ad Hoc Advisory Committee and requested that the Ad Hoc Committee and staff bring this item back to the Board next month after further review by Ad-Hoc Committee.

(7:56P.M.)

D.4 Discuss Changing Date of May, 2018 Board Meeting

There were no (0) Public Speakers

The Board agreed to move the Regular Board Meeting for May 2018 to May 14.

INFORMATIONAL STAFF REPORTS: (7:58P.M.)

1. Receive Operational Update for January 2018
2. Receive Public Outreach & Education Activities Update
3. Receive Update on District Legislative Advocacy Activities

DIRECTORS' COMMENTS: (8:05 P.M.)

Director S. Morgan gave an update to the Board on the Contra Costa Special Districts Association's January Meeting. Director S. Morgan has been elected as a Member at Large to

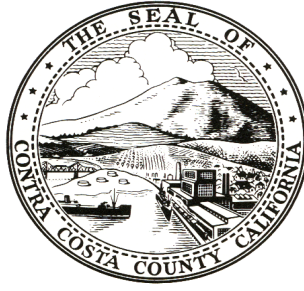
represent Special Districts and will be Chair of the Program Committee. Director Benson will also work with the Program Committee.

INFORMATIONAL REPORTS AND REQUESTS FOR FUTURE AGENDA ITEMS FROM BOARD MEMBERS: (8:05 P.M.)

President Oftedal requested future agenda items on (1) the re-launch of Pulse Point application and AED program in the District, and (2) inviting community/youth groups to lead the Pledge of Allegiance at District Board meetings.

**ADJOURN TO THE REGULAR BOARD MEETING SCHEDULED: March 05, 2018:
(8:11 P.M.)**

Discovery Bay P-6 Zone Citizen Advisory Committee



Bob Mankin, Chair

Office of Supervisor Diane Burgis
Contact: Lea Castleberry
3361 Walnut Blvd, Ste. 140
Brentwood, CA 94513
925-242-4500

Respectfully submitted by:
Deputy Chief of Staff, Lea Castleberry

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

Draft Record of Actions

**Meeting start time: 6:02 p.m.
Wednesday, January 10, 2018**

Members Present: Chair Mankin, Committee members Belcher, Kane and Zeigler
Members Absent: Vice Chair Steinberger

- 1.) Meeting called to order by Chair Bob Mankin at 6:02 p.m.
- 2.) Public Comment: Kelly Gunderson – Sheriff response time and how can that be improved; Lawrence Conrad – Police Coverage; Denise Eaton – P-6 Taxes; Jill Sprenkel – school safety support
- 3.) Review of Record of Actions of October 11, 2017 meeting: Committee member Zeigler made the motion to accept the Record of Actions as presented. Second made by Committee member Belcher. Motion carried 4-0. AYES: Belcher, Kane, Mankin and Zeigler.
- 4.) Correspondence: (Key: R= Received S= Sent) None
- 5.) Old Business:
 - a.) License Plate Reader Update: Lt. Borbely provided an overview of the License Plate Reader program. 22-24 cameras; cost \$272k - \$300k or \$14k per camera – this includes the installation cost, minus potential permit fees. Annual maintenance fee of \$825.00 per camera, includes licensing and data transferring. Because the cameras cannot be mounted to wooden poles, Lt. Borbely will explore the option of using Caltrans' metal stop light poles. Committee member Kane made the motion to fund the License Plate Reader as presented and not to exceed \$350k from the P-6 Reserve Fund. Second made by Committee member Zeigler. Motion carried 4-0. AYES: Belcher, Kane, Mankin and Zeigler.
- 6.) New Business:
 - a.) Monthly Activity Report: Tony Fontenot, Crime Prevention Specialist

This meeting record is provided pursuant to Better Government Ordinance 95-6, Article 25-2.205(d) of the Contra Costa County Ordinance Code.

provided the activity report for the months of October, November and December 2017. October has 551 Calls for Service; November had 454 Calls for Service; and December had 629 Calls for Service.

- b.) 2018 Rotation of Chair and Vice Chair: Committee member Mankin made the motion to appoint Lesley Belcher as Chair. Second made by Committee member Kane. Motion carried 4-0. AYES: Belcher, Kane, Mankin and Zeigler. Committee member Zeigler made the motion to appoint Richard Kane as Vice Chair. Second made by Committee member Mankin. Motion carried 4-0. AYES: Belcher, Kane, Mankin and Zeigler.
- c.) Other New Business: None

7.) Future agenda items/Committee Member Comments: School Resource Officer(s)

8.) Adjourn: There being no further business before the Discovery Bay P-6 Citizen Advisory Committee, Chair Belcher adjourned the meeting. The next regular scheduled meeting will be on Wednesday, April 11, 2018 at 6:00pm at the Discovery Bay Community Center.