



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



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

**TOWN OF DISCOVERY BAY**  
**COMMUNITY SERVICES DISTRICT**  
**AGENDA PACKET**

**Regular Board Meeting**  
**Wednesday, February 5, 2020**

**7:00 P.M. Regular Board Meeting**

**Community Center**  
**1601 Discovery Bay Boulevard**



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



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

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

**Wednesday February 5, 2020**

**REGULAR MEETING 7:00 P.M.**

**Community Center**

**1601 Discovery Bay Boulevard, Discovery Bay, California**

**Website address: [www.todb.ca.gov](http://www.todb.ca.gov)**

**REGULAR MEETING 7:00 P.M.**

**A. ROLL CALL AND PLEDGE OF ALLEGIANCE**

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

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

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

**C. CONSENT CALENDAR**

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

1. Approve DRAFT minutes of regular meeting for January 15, 2020.
2. Approve Register of District Invoices.
3. Approve a Letter from the District President to the Cypress Landing Community Association and the Owner of 2005 Bowsprit Court, Discovery Bay, to Replace the Missing Soundwall Fence at that Location.

**D. AREA AGENCIES REPORTS / PRESENTATION**

1. Supervisor Diane Burgis, District III Report.
2. Sheriff's Office Report.
3. CHP Report.
4. East Contra Costa Fire Protection District Report.

**E. LIAISON REPORTS**

**F. PRESENTATIONS**

**G. BUSINESS AND ACTION ITEMS**

1. Public Hearing to Consider; Adoption of 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 to Proceed with Annexation of Wastewater Plant #2, and Newport Water Treatment Plant Sites.
3. Discussion and Possible Action Regarding Special District Representation on LAFCO.
4. Discussion and Possible Action Regarding an Amended and Restated MOU – Development of a Groundwater Sustainability Plan for the East Contra Costa County Subbasin.
5. Discussion and Possible Action to Approve Resolution No. 2020-02 Regarding Applying for \$68,804.00 in Grant Funds to Convert Two Tennis Courts to Six Pickleball Courts.

**H. MANAGER’S REPORT**

**I. DIRECTORS’ REPORTS**

1. Standing Committee Reports.
  - a. Finance Committee Meeting (Committee Members Robert Leete and Bill Mayer) February 5, 2020.
  - b. Internal Operations Committee Meeting (Committee Members Robert Leete and Kevin Graves) February 5, 2020.
  - c. Water and Wastewater Committee Meeting (Committee Members Bill Pease and Bill Mayer) February 5, 2020.
2. Other Reportable Items.

**J. GENERAL MANAGER’S REPORT**

- a. Wipes in the Pipes Award.
- b. Automated License Plate Readers.

**K. CORRESPONDENCE RECEIVED (Information Only)**

1. R – Delta Conveyance Environmental Review Initiated and Public Scoping Meetings Scheduled.
2. R – Byron Municipal Advisory Council meeting minutes for September 24, 2019.
3. R – Byron Municipal Advisory Council meeting minutes for November 26, 2019.
4. R – California Special District Association Board of Directors Nominations Seat C.
5. R – Compliance Evaluation Inspection Report January 2020.

**L. FUTURE AGENDA ITEMS**

**M. OPEN SESSION DISCLOSURE OF CLOSED SESSION AGENDA**

(Government Code Section 54957.7)

**N. CLOSED SESSION:**

1. Public Employee Performance Evaluation pursuant to Government Code 54957 (Position: General Manager)
2. Conference with Labor Negotiator Pursuant to Government Code Section 54957.6  
Agency Designated Representative: Bill Pease/Rod Attebery  
Unrepresented Employee: General Manager

**O. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION**

(Government Code Section 54957.1)

**P. BUSINESS AND ACTION ITEMS**

1. Discussion and Possible Action Regarding General Manager Compensation.

**Q. ADJOURNMENT**

1. Adjourn to the next regular meeting of February 19, 2020 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

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

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



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

**SDLF Platinum-Level of Governance**



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

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

Wednesday January 15, 2020

REGULAR MEETING 7:00 P.M.

Community Center

1601 Discovery Bay Boulevard, Discovery Bay, California

Website address: [www.todb.ca.gov](http://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 President Mayer.
2. Pledge of Allegiance – Led by President Mayer.
3. Roll Call – All Present.

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

None.

#### **C. CONSENT CALENDAR**

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

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

Motion by: Director Graves to approve the Consent Calendar with the removal of the Terracon Invoice within C-2 Register of District Invoices and removal of C-3 until the Terracon Presentation is complete.

Second by: Director Leete.

Motion Carried – AYES: 5, NOES: 0

#### **D. PRESENTATIONS**

1. Award Presented to Former Board President Bill Mayer.

President Pease – Presented an Award to former Board President Bill Mayer and congratulated him for his year of service.

2. CSDA Field Coordinator, Colleen Haley – SDA (Special District Administrator) Plaque from Special District Leadership Foundation.

CSDA Field Coordinator, Colleen Haley – Provided a background regarding the Special District Leadership Foundation (SDLF), the Special District Administrator Certification/Plaque and the voluntary two-hour exam covering various aspects of Special District administration and provides successful candidates recognition unmatched by any other program. On behalf of the Board and Staff of the Special District Leadership Foundation, the Plaque is presented to Michael R. Davies as a certified Special District Administrator in recognition of the successful completion of the exam, a high level of knowledge and expertise in the areas of Special District Management and Governance, and a strong commitment to the community. Congratulations! The Board acknowledged Michael R. Davies and pictures were also taken.

General Manager Davies – Stated that the recognition is a partnership with the General Manager and the Board and the Town of Discovery Bay is now a Platinum Level of Governance.

3. Terracon – Pool Design Update.

Terracon Consultants – Jim McClelland – Provided a background of himself and of Terracon Consultants.

There was discussion regarding the contract signed off (last spring), date of completion, invoices received, and county review.

Terracon Consultants – Jim McClelland – Provided details regarding the site plan, pool plan, proposed bathrooms facilities, floor plan, mechanical equipment, and code requirements for the bathroom facilities at the Community Center.

There was discussion regarding the construction design documents, county code compliance for the parking lot, bathroom facilities, and requirements for the health code.

General Manager Davies – Clarification regarding additional cost related to the construction documents to include the bathroom facilities (not currently in the contract).

Terracon Consultants – Jim McClelland – There would be additional costs to include the bathroom facilities to the design, however, given the overall circumstances and Terracon's performance at this point – No additional costs.

The discussion continued regarding the bathroom facilities, electrical, plumbing, county review (building and health departments), and cost estimate.

Legal Counsel – Stated a motion on the Terracon Invoice can be taken after the presentation.

Terracon Consultants – Jim McClelland – Provided additional details regarding the Terracon design set documents.

There was discussion regarding the aquatics program, the Community Center parking lot, and a use permit for the parking lot across the street for swim meets.

General Manager Davies – Stated that Staff can work with Terracon to make an appointment with the county to review.

The discussion continued regarding the timeline of the construction documents to the county and Terracon to return to the Board meeting on March 18, 2020

No action on the Terracon Invoice.

There was discussion regarding the timeline for the Community Center Pool (2021 season).

**E. MONTHLY WATER AND WASTEWATER REPORT – VEOLIA**

1. Veolia Report – Month of December.

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

There was discussion regarding the monthly operations report related to the Blood borne Pathogens.

**F. BUSINESS AND ACTION ITEMS**

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

General Manager Davies – Provided the details regarding the passage of SB998 law related to shutoff of water service for non-payment which the Town must be in compliance by February 1, 2020.

Motion by: Director Leete to approve Resolution No. 2020-01 Board Administrative Policy No. 030 – “Discontinuation of Residential Water Service for Nonpayment.”

Second by: Director Mayer.

Motion Carried – AYES: 5, NOES: 0

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

General Manager Davies – Provided details regarding amendment to Ordinance No. 7 related to SB998 procedural requirements along with the removal of the security deposit section and credit worthiness. Ordinance No. 7 is being introduced and a waiving of the first reading. The next Board meeting will be a Public Hearing to adopt the revised Ordinance.

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

Second by: Director Leete.

Motion Carried – AYES: 5, NOES: 0

3. Discussion and Possible Action Regarding the Annual Special Board Planning Workshop for 2020.

General Manager Davies – Provided the details regarding the Annual Special Board Planning Workshop for, Thursday, March 5, 2020 beginning at 4:00 p.m. at the Community Center.

Motion by: Director Graves to designate the Annual Board Workshop to be Thursday, March 5, 2020 at 4:00 p.m.

Second by: Director Leete.

Motion Carried – AYES: 5, NOES: 0.

**G. DIRECTORS' REPORTS**

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

Director Mayer – Attended the ECCFPD meeting; highlights regarding surplus property.

Vice-President Gutow – Provided details of the Parks and Recreation Special meeting related to the new Parks and Landscape Manager Project list.

There was discussion regarding the Dog Park opening date; sometime in the Spring.

**H. MANAGER'S REPORT**

None.

**I. GENERAL MANAGER'S REPORT**

None.

**J. CORRESPONDENCE RECEIVED**

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

**K. FUTURE AGENDA ITEMS**

None.

**L. ADJOURNMENT**

1. The meeting adjourned at 7:45 p.m. to the regular meeting on February 5, 2020 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

//cmc – 01-17-2020

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



# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

February 5, 2020

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

MRD

### Agenda Title

Approve Register of District Invoices.

### Recommended Action

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

### Executive Summary

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

### Fiscal Impact:

**Amount Requested** \$ 232,227.28

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

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

### Previous Relevant Board Actions for This Item

### Attachments

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

AGENDA ITEM: C-2

**For The Meeting On February 5, 2020**  
**Town of Discovery Bay CSD**  
**Fiscal Year 7/19 - 6/20**

Veolia Water North America	\$69,186.41
Pacific Gas & Electric	\$63,911.09
Town of Discovery Bay CSD	\$27,083.66
Stantec Consulting Services Inc	\$16,770.50
J.W. Backhoe & Construction, Inc.	\$14,863.31
City Of Brentwood	\$4,291.75
Delta Fence Company, Inc.	\$4,179.00
Herwit Engineering	\$4,125.22
Mt. Diablo Resource Recovery	\$2,820.34
Freedom Mailing Service, Inc	\$2,783.40
Matrix Trust	\$2,568.14
Bishop Diving & Salvage	\$2,500.00
TASC	\$2,121.51
Tee Janitorial & Maintenance	\$2,054.00
Lechowicz & Tseng Municipal Consultants	\$1,950.00
SDRMA	\$1,274.74
Water Utility Refund Customer	\$1,091.73
Office Depot	\$1,077.33
Paul E. Vaz Trucking, Inc.	\$1,053.00
ECS Imaging, Inc.	\$900.00
ReliaStar Life Insurance Company	\$650.00
Univar USA Inc.	\$640.97
Aflac	\$627.92
Dog Waste Depot	\$621.86
Bay Area News Group	\$495.00
Smeared Paint	\$378.00
Express Employment Professionals	\$366.24
California Rural Water Association	\$275.00
Gladwell Governmental Services, Inc.	\$250.00
Upper Case Printing, Inc.	\$206.25
Brentwood Press & Publishing	\$200.00
Cintas	\$192.14
UniFirst Corporation	\$174.62
Discovery Pest Control	\$138.00
Alhambra	\$125.91
Denalect Alarm Company	\$90.00
Shred-It USA-Concord	\$71.28
Mike Yeraka	\$52.50
County Clerk - CCC	\$50.00
Bay Area Driving School, Inc.	\$16.46
	\$232,227.28





# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

February 5, 2020

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

MRD

### Agenda Title

Approve a Letter from the District President to the Cypress Landing Community Association and the Owner of 2005 Bowsprit Court, Discovery Bay, to Replace the Missing Soundwall Fence at that Location.

### Recommended Action

Authorize the Board President to Sign the Attached Letter from the District to the Cypress Landing Community Association and the Owner of 2005 Bowsprit Court, Discovery Bay, to Replace the Missing Soundwall Fence at that Location.

### Executive Summary

The backyard soundwall fence located at 2005 Bowsprit Court, Discovery Bay, CA has been down since it toppled onto District owned landscape on or about April 26, 2019. The fence debris has been removed; however, the fence has never been replaced. Numerous residents have contacted the Town offices complaining that the missing fence is unsightly, unappealing, and a blight to Discovery Bay.

The attached letter is prepared for President Pease's signature upon Board approval. The letter is addressed to the Cypress Landing Community Association ("HOA") and to the homeowner, requesting that the fence be replaced with like kind material and color.

### Previous Relevant Board Actions for This Item

### Attachments

Draft Letter to HOA.  
Legal Opinion Letter Dated 2/27/18.

AGENDA ITEM: C-3



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

## SDLF Platinum-Level of Governance



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

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February 5, 2020

Cindy Krishna, Property Manager  
Cypress Landing Community Association  
2800 W. March Lane  
Stockton, CA 95219

**RE: PROPERTY AT 2005 BOWSPRIT COURT, DISCOVERY BAY, CA 94505  
CYPRESS LANDING COMMUNITY ASSOCIATION (“HOA”)**

Dear Ms. Krishna:

On Friday, April 26, 2019, the Town of Discovery Bay Community Services District (“Town”) became aware that the backyard soundwall fence located at 2005 Bowsprit Court, Discovery Bay CA had collapsed. Although debris from the toppled precast concrete wall has been removed from Town landscaping, the fence has yet to be replaced.

The purpose of this letter is to inform you, the HOA Board, and homeowner Elza Hinostrza, that the Town has received numerous complaints concerning the missing section of soundwall behind the referenced property. Residents describe this as unsightly, unappealing, and a blight to Discovery Bay.

The previous HOA General Manager, Bill Forrester, informed the Town that the missing section of soundwall is not on HOA common property, and that the maintenance and replacement of the fence is the sole responsibility of the homeowner. To support his conclusion, Mr. Forrester provided the Town a copy of a written legal opinion the HOA received from Adams Stirling Professional Law Corporation addressed to the HOA Board of Directors, dated February 27, 2018, “Re: Wall Maintenance Responsibility.” A copy is attached for your reference.

On page 2, paragraph 7, the legal opinion states:

*“The Association also has the right to perform maintenance, repair or replacement where an owner has failed to perform after a due process hearing that affects the quality, or the value of the project [emphasis added].”*

The Town encourages the HOA to work with Ms. Hinostrza to have the missing section of soundwall replaced with like or similar material and color as is the adjoining sections of fencing.

Thank you in advance for your attention to this matter. If you have any questions, please feel free to contact Town General Manager, Michael Davies, at 925-634-1131.

Sincerely,

Bill Pease  
Board President  
Town of Discovery Bay

Cc: Elza Hinostrza

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**1800 Willow Lake Road • Discovery Bay • CA • 94505-9376**

Telephone • 925.634.1131 • Fax • 925.513.2705

[www.todb.ca.gov](http://www.todb.ca.gov)

Agenda Item C-3

Reply to: 718 University Avenue, Suite 213  
Los Gatos, CA 95032  
(800) 464-2817

February 27, 2018

**By Electronic Mail**

Board of Directors  
Cypress Landing Community Association, Inc.  
c/o Cornerstone Community Management  
1800 Hamilton Ave., Ste 210  
San Jose, CA 95125

Attn: Bill Forrester

*Re: Wall Maintenance Responsibility*

Dear Board of Directors:

I am responding to your request for a legal opinion concerning the responsibility for maintenance, repair and replacement of the precast concrete wall which adjoins many lots within the Cypress Landing development, and to a small extent, the common area owned by the Association.

#### *Introduction*

Cypress Landing is a planned development as defined in Civil Code §4175, has common area that is owned by the Association, and the Association has the power to levy assessments that may become a lien on the lots. See CC&Rs described below, Sections 3.2, 3.3, as well as Sections 6.6 and 6.7.

Common area in the subdivision that is owned by the Association is limited to Lots A, B, and G, the private streets, the boat docks, and pedestrian easement crosswalk 24. See Section 2.7 of the CC&Rs.

#### *Background Documents*

In the preparation of this opinion letter, I have reviewed the Bylaws of Cypress Landing Community Associating, Inc., certified as of February 13, 1987 and the Association's Declaration of Covenants, Conditions and Restrictions recorded February 12, 1987, as Document No. 0032770-00 in the Official Records of Contra Costa County ("CC&Rs"), the Tract Map for Tract No. 6228, the Final Subdivision Public Report (2nd amendment) dated May 11, 1987 and Google Map's photos of the wall itself. I also reviewed the pertinent portions of the Reserve Study prepared by Richard Avelar & Associates published June 4, 2013.

### *Opinion*

For the reasons that follow, it is my opinion that the owners of lots which abut the wall are responsible for the maintenance, repair and replacement of the segment of the wall forming a boundary of the lot, and that the Association is responsible for such maintenance, repair and replacement where the wall abuts the common area.

The Reserve Study includes Item 280, a sound wall perimeter for \$8,500 and Item 281 for a sound wall perimeter at Montauk Ct. for \$12,000. My general understanding is that the reference to the sound wall is limited to the portion of the wall where Montauk Ct. abuts it at the easterly end of the court, per the Reserve Study. My further understanding is these references to the remaining portion of the wall to be maintained by the Association is actually in the vicinity of Lots G and 25.

### *Civil Code §4775*

Civil Code §4775 generally provides that owners are responsible for the repair, replacement and maintenance of their separate interest, unless otherwise provided in the Declaration. In this case, the separate interest is the separately owned lot, see Civil Code §4185(a)(3).

The wall is located on the boundary between the lots owned by the members and Lot E, which represents the reclamation district elevation control easement. Lot E is one lot which is designated on the Tract Map as dedicated to the County of Contra Costa to the public for public use.

### *Civil Code §841*

A copy of Civil Code §841 is attached. It generally provides for equal maintenance for adjoining homeowners in the responsibility for maintaining the boundaries and the monuments between them. In my opinion, this would include the concrete wall dividing the lots.

### *Conclusion*

The Cypress Landing Community Association is only responsible for a small portion of the boundary wall located in the vicinity of Lots G and 25. As to the remaining portion of the boundary wall, it is my opinion that it is the obligation of lot owners to maintain, repair and replace portions of the wall which adjoin the residential lots.

The Association also has the right to perform maintenance, repair or replacement where an owner has failed to perform after a due process hearing that affects the quality, or the value of the project.

Section 9.9.1 of the CC&Rs prohibits modifications of certain of its terms without approval by sixty-seven percent (67%) of the lenders and of the members. These supermajority amendments include maintenance to party walls, party fences or party driveways. See Section 9.9.1(b).

*Board of Directors – Cypress Landing Community Assoc.*

February 27, 2018

Page 3

Unfortunately, the CC&Rs do not discuss party walls, or party driveways. That vote would be necessary to make the Association responsible for the wall.

Thank you.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Jeffrey A. Barnett".

Jeffrey A. Barnett, Esq.  
ADAMS | STIRLING  
A Professional Law Corporation

JAB: qm

Enclosure: Civil Code §841

Cypress Landing - Letter re Wall Responsibility 2.20.18 4818-7520-5214 v.1.docx



# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

February 5, 2020

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

MRD

### Agenda Title

Public Hearing to Consider; Adoption of 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. From time to time, Town Ordinances are reviewed for the purpose of correcting, updating and ensuring compliance with evolving law. The last update/amendment to Ordinance No. 7 was on March 21, 2018.

A revised and updated draft amendment to Ordinance No. 7 was introduced to the Board of Directors at the January 15, 2020 Board Meeting. The significant updates/amendments to this Ordinance focus on eliminating provisions related to Application for Water Service security deposits and credit worthiness requirements; strengthening customer appeal procedures; and adding provisions to comply with Senate Bill 998 – "Discontinuation of Residential Water Service for Nonpayment."

Current Ordinance No.7 and Draft Amended Ordinance No.7 are attached for comparison. Some of the more significant changes have been highlighted in yellow on the proposed draft Ordinance for easy reference. Staff recommends the Board adopt Draft Amended Ordinance No. 7, Water Regulations and Service Ordinance.

If adopted by the Board tonight, February 5, 2020, the vote of the Board will be published within 15 days of adoption and Ordinance No. 7 will become effective 30 days from today.

### Fiscal Impact:

**Amount Requested \$ N/A**

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

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

### Previous Relevant Board Actions for This Item

- January 17, 2001 – Adoption of Ordinance No. 7
- March 21, 2018 – Adoption of Amended Ordinance No. 7
- January 15, 2020 – Introduction of Amended Ordinance No. 7

### Attachments

- Amended Ordinance No. 7 – March 21, 2018.
- Amended Ordinance No. 7 – January 15, 2020.
- Summary of Proposed Amendment to Ord. No. 7 Published East Bay Times 01/23/2020.

**AGENDA ITEM: G-1**



TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT  
ORDINANCE NO. 7

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

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

**SECTION 1 GENERAL PROVISION**

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

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

## SECTION 2 DEFINITIONS

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

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



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

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

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

### **SECTION 3 GENERAL RULES**

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

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

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

#### **SECTION 4 WATER SERVICE CONNECTIONS**

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

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

## **SECTION 5 RELOCATION OF SERVICE CONNECTION**

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

## **SECTION 6 NO TODBCSD RESPONSIBILITY BEYOND POINT OF SERVICE**

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

## **SECTION 7 PRIVATE WATER LINES**

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

## **SECTION 8 APPLICATION FOR WATER SERVICE**

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

**SECTION 9 APPLICATION FOR AND INSTALLATION OF DISTRIBUTION LINE**

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

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

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

## **SECTION 10 SUBDIVISIONS**

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

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

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

## **SECTION 11 ANNEXATIONS**

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



## **SECTION 12 CROSS-CONNECTION CONTROL STANDARDS**

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

## **SECTION 13 EASEMENTS**

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

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

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

## **SECTION 15 STRUCTURES OVERLYING TODBCSD UTILITIES**

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

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

#### **SECTION 16 DISCONTINUANCE OR LIMITATION OF WATER SERVICES**

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

#### **SECTION 17 USE OF WATER**

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

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

#### **SECTION 18 WATER METERS**

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

#### **SECTION 19 WATER METER FEE**

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

#### **SECTION 20 REQUIREMENTS FOR INSTALLATION OF WATER METER**

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

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

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

## **SECTION 22 TESTING WATER METERS**

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

## **SECTION 23 WATER METER USE**

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

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

#### **SECTION 24 SERVICE PROVIDED TO ANOTHER PARCEL**

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

#### **SECTION 25 INSPECTIONS**

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

#### **SECTION 26 RECONNECTION OF WATER**

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

#### **SECTION 27 USE OF WATER AFTER SHUTOFF**

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

#### **SECTION 28 TEMPORARY WATER SERVICE**

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

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

#### **SECTION 29 DISCONTINUANCE OF SERVICE**

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

#### **SECTION 30 DISCONTINUANCE OF SERVICE AND NOTICE REQUIREMENT**

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

#### **SECTION 31 ADMINISTRATIVE HEARING PROCEDURES**

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

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

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

## **SECTION 32 RECIRCULATING DEVICES**

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

## **SECTION 33 PUBLIC FIRE HYDRANT USE**

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

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

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

#### **SECTION 34 PRIVATE FIRE HYDRANT USE**

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

#### **SECTION 35 OBSTRUCTION OF FIRE HYDRANTS AND OTHER WATER FACILITIES**

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

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

#### **SECTION 36 FIRE PROTECTION FACILITY AND WATER FLOW STANDARDS**

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

## **SECTION 37 MAINTENANCE OF ON-SITE FIRE PROTECTION FACILITIES**

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

## **SECTION 38 FILING OF MAP**

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

## **SECTION 39 LIABILITY FOR CHARGES**

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



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

#### **SECTION 40 ADDITIONAL CHARGES**

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

#### **SECTION 41 CUSTOMER BILLING PROCEDURES**

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

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

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

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

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

**SECTION 42 DISCONNECTION FOR NONPAYMENT**

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

**SECTION 43 WAIVER OR ADJUSTMENT OF CERTAIN CHARGES AND REFUNDS**

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

**SECTION 44 FEE FOR RESTORATION OF WATER SERVICE**

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

**SECTION 45 VIOLATION AND INFRACTION**

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

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

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

#### **SECTION 46 POWERS AND DUTIES OF THE GENERAL MANAGER**

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

#### **SECTION 47 REMEDIES CUMULATIVE**

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

#### **SECTION 48 CERTIFICATE OF LIEN FOR DELINQUENT WATER CHARGES**

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

## SECTION 49 PLACING THE UNPAID CHARGES ON THE COUNTY TAX ROLLS

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

## SECTION 50 CHARGES

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

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

**SECTION 51 WATER CONSERVATION**

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

**SECTION 52 PLACE OF USE OF WATER, RESALE PROHIBITED**

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

**SECTION 53 ADOPTION AND EFFECTIVE DATE**

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

**CERTIFICATION**

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

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

*Kevin Graves*  
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 Kevin Graves  
 Board President

Attest:



Michael Davies  
Board Secretary



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

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

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

**SECTION 1 GENERAL PROVISION**

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



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

## **SECTION 2 DEFINITIONS**

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

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

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

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

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

### **SECTION 3 GENERAL RULES**

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

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

#### **SECTION 4 WATER SERVICE CONNECTIONS**

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

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

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

## **SECTION 5 RELOCATION OF SERVICE CONNECTION**

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

## **SECTION 6 NO TODBCSD RESPONSIBILITY BEYOND POINT OF SERVICE**

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

## **SECTION 7 PRIVATE WATER LINES**

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

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

## **SECTION 8 APPLICATION FOR WATER SERVICE**

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

## **SECTION 9 APPLICATION FOR AND INSTALLATION OF DISTRIBUTION LINE**

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

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

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

## **SECTION 10 SUBDIVISIONS**

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



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

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

## **SECTION 11 ANNEXATIONS**

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

## **SECTION 12 CROSS-CONNECTION CONTROL STANDARDS**

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

### **SECTION 13 EASEMENTS**

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

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

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

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

### **SECTION 15 STRUCTURES OVERLYING TODBCSD UTILITIES**

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

### **SECTION 16 DISCONTINUANCE OR LIMITATION OF WATER SERVICES**

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

### **SECTION 17 USE OF WATER**

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

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

### **SECTION 18 WATER METERS**

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

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

#### **SECTION 19 WATER METER FEE**

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

#### **SECTION 20 REQUIREMENTS FOR INSTALLATION OF WATER METER**

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

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

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

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

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

#### **SECTION 22 TESTING WATER METERS**

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

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

### **SECTION 23 WATER METER USE**

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

### **SECTION 24 SERVICE PROVIDED TO ANOTHER PARCEL**

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

### **SECTION 25 INSPECTIONS**

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

### **SECTION 26 RECONNECTION OF WATER**

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

### **SECTION 27 USE OF WATER AFTER SHUTOFF**

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

### **SECTION 28 TEMPORARY WATER SERVICE**

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

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

## **SECTION 29 DISCONTINUANCE OF SERVICE**

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

## **SECTION 30 DISCONTINUANCE OF SERVICE AND NOTICE REQUIREMENT**

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

## **SECTION 31 ADMINISTRATIVE HEARING PROCEDURES**

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

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

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

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

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

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

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

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

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

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

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

### **SECTION 32 RECIRCULATING DEVICES**

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

### **SECTION 33 PUBLIC FIRE HYDRANT USE**

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

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

### **SECTION 34 PRIVATE FIRE HYDRANT USE**

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

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

### **SECTION 35 OBSTRUCTION OF FIRE HYDRANTS AND OTHER WATER FACILITIES**

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

### **SECTION 36 FIRE PROTECTION FACILITY AND WATER FLOW STANDARDS**

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

### **SECTION 37 MAINTENANCE OF ON-SITE FIRE PROTECTION FACILITIES**

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



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

### **SECTION 38 FILING OF MAP**

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

### **SECTION 39 LIABILITY FOR CHARGES**

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

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

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

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

### **SECTION 40 ADDITIONAL CHARGES**

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

### **SECTION 41 CUSTOMER BILLING PROCEDURES**

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

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

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

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

## **SECTION 42 DISCONNECTION OF RESIDENTIAL WATER SERVICE FOR NONPAYMENT**

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

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

### **SECTION 43 DISCONTINUATION OF WATER SERVICES LANDLORD-TENANT**

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

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

#### **SECTION 44 RESTORATION OF WATER SERVICE AFTER DISCONNECTION**

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

#### **SECTION 45 WAIVER OR ADJUSTMENT OF CERTAIN CHARGES AND REFUNDS**

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

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

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

#### **SECTION 46 FEE FOR RESTORATION OF WATER SERVICE**

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

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

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

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

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

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

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

#### **SECTION 47 ANNUAL REPORTING**

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

#### **SECTION 48 VIOLATION AND INFRACTION**

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

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

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

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

#### **SECTION 49 POWERS AND DUTIES OF THE GENERAL MANAGER**

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

#### **SECTION 50 REMEDIES CUMULATIVE**

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

#### **SECTION 51 CERTIFICATE OF LIEN FOR DELINQUENT WATER CHARGES**

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

#### **SECTION 52 PLACING THE UNPAID CHARGES ON THE COUNTY TAX ROLLS**

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

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

## **SECTION 53 CHARGES**

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

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

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

#### **SECTION 54 WATER CONSERVATION**

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



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

**SECTION 55 PLACE OF USE OF WATER, RESALE PROHIBITED**

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

**SECTION 56 ADOPTION AND EFFECTIVE DATE**

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

**CERTIFICATION**

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

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Bill Pease  
Board President

Attest:

---

Michael R. Davies  
Board Secretary

# Advertising Order Confirmation

<u>Ad Order Number</u> 0006449217	<u>Customer</u> DISCOVERY BAY, TOWN OF	<u>Payor Customer</u> DISCOVERY BAY, TOWN OF	<u>PO Number</u>
<u>Sales Representative</u> Anna Davis	<u>Customer Account</u> 2005834	<u>Payor Account</u> 2005834	<u>Ordered By</u>
<u>Order Taker</u> Anna Davis	<u>Customer Address</u> COMMUNITY SERVICES DISTRICT 1800 WILLOW LAKE RD. DISCOVERY BAY, CA 94514-9376	<u>Payor Address</u> COMMUNITY SERVICES DISTRICT 1800 WILLOW LAKE RD. DISCOVERY BAY, CA 94514-9376	<u>Customer Fax</u> 9255132705
<u>Order Source</u> Email	<u>Customer Phone</u> 925-634-1131	<u>Payor Phone</u> 925-634-1131	<u>Customer EMail</u> cmccool@todb.ca.gov
<u>Current Queue</u> Ready	<u>Invoice Text</u> East County Times		
<u>Tear Sheets</u> 0	<u>Affidavits</u> 0	<u>Blind Box</u>	<u>Materials</u>
		<u>Promo Type</u> ECT Legals	<u>Special Pricing</u>

<u>Ad Number</u> 0006449217-01	<u>Ad Size</u> 2 X 42 Li	<u>Color</u>	<u>Production Color</u>	<u>Ad Attributes</u>	<u>Production Method</u> AdBooker	<u>Production Notes</u>
<u>External Ad Number</u>	<u>Pick Up</u>	<u>Ad Type</u> Legal Liner	<u>Released for Publication</u>			

**SUMMARY OF PROPOSED  
AMENDMENT TO ORDINANCE NO. 7**

**AN ORDINANCE OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY, A CALIFOR-  
NIA COMMUNITY SERVICES DISTRICT, AMEND-  
ING ORDINANCE NO. 7 WATER REGULATIONS  
AND SERVICE ORDINANCE**

On January 15, 2020 at a regularly scheduled Board meeting, Amended Ordinance No. 7 ("Ordinance") was introduced by the Town of Discovery Bay ("Town") Board of Directors. The Ordinance updates existing regulations to comply with the Town's required compliance with Senate Bill 998 - "Discontinuation of Residential Water Service for Nonpayment;" strengthens customer appeal procedures; and eliminates provisions related to customer security deposits and credit worthiness.

A certified copy of the full text of the Ordinance is posted in the office of the Town of Discovery Bay Community Services District, 1800 Willow Lake Road, Discovery Bay, CA 94505, and is available upon request. The Ordinance can also be found on the Town's Website at [www.todb.ca.gov](http://www.todb.ca.gov), on the Homepage under Quicklinks.

The Ordinance is scheduled for adoption at the February 5, 2020 Regular Board of Directors Meeting at 7:00 p.m. which will be held at the Town of Discovery Bay Community Center located at 1601 Discovery Bay Boulevard, Discovery Bay, CA.

ECT# 6449217 Jan. 23, 2020

<u>Product</u>	<u>Requested Placement</u>	<u>Requested Position</u>	<u>Run Dates</u>	<u># Inserts</u>
East Bay Times:ECT	Legals CLS	General Legal - 1076~	01/23/20	1
East Bay Times:EB Full	Legals CLS	General Legal - 1076~	01/23/20	1

# Advertising Order Confirmation



01/17/20 4:23:49PM

Page 2

## Order Charges:

Net Amount

75.60

Tax Amount

0.00

Total Amount

75.60

Payment Amount

0.00

Amount Due

**\$75.60**

Please note: If you pay by bank card, your card statement will show "CAL NEWSPAPER ADV" or "CALIFORNIA NEWSPAPER ADVERTISING SERVICES", depending on the type of card used.



# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

**Meeting Date**

February 5, 2020

**Prepared By:** Mike Yeraka, Projects Manager  
**Submitted By:** Michael R. Davies, General Manager

MRD

### Agenda Title

Discussion and Possible Action to Proceed with Annexation of Wastewater Plant #2, and Newport Water Treatment Plant Sites.

### Recommended Action

Authorize Staff to proceed with Preparing Necessary Documents to Annex Wastewater Plant #2 and Newport Water Treatment Plant Sites.

### Executive Summary

Every year the Town of Discovery Bay (TODB) pays approximately \$11,000 in property taxes on four (4) Parcels we own that are not within our District boundaries. If the parcels were annexed to the District, we would be able to eliminate these annual payments. Attached is a map of the areas to be annexed.

The Pantages subdivision is currently outside the TODB boundary and will need to annex to the TODB in order to receive water and wastewater service. I recently met with the Local Agency Formation Commission (LAFCO) Executive Officer, LouAnn Texeira and she is in favor of us including our parcels with the Pantages annexation, which will save us over \$3,500 in annexation application fees. In exchange for Pantages paying all the LAFCO fees, which covers their annexation and ours, the TODB would prepare and submit the annexation application to LAFCO. The TODB will need to pay for preparation of the Plat Map and Legal Description for our parcels being annexed, which I estimate to be approximately \$9,000.

The scope of our application to LAFCO will be to annex the Pantages project and our 4 parcels to the TODB; amend our Sphere of Influence to match our boundary; and detach a portion of the Pantages Project from Reclamation District 800. The Developer has been working with Rec 800 to determine the area of their land that overlaps Pantages and needs to be detached and as can be seen in the attached email, it appears that Rec 800 supports the detachment.

Since the three parcels that make up our Plant #2 site are outside the Urban Limit Line (ULL), LAFCO and the County Planning Department will require a restriction in the approving annexation documents that no services may be extended to these parcels for the purpose of serving private development. This is because the County General Plan prohibits the extension of utility services to private properties outside the ULL. There would not be any restriction on the TODB extending additional services to the parcels as may be needed for expansion of Plant #2 or any other use of the property by the TODB for future public facilities. Staff would work with our General Counsel to draft language regarding the restriction on extending future services for review by LAFCO and County Staff.

"Continued to the next page"

**Specific Board Action:**

It is recommended that the Board authorize Staff to do the following:

- a. Prepare the necessary CEQA document for Board adoption;
- b. Prepare the application to LAFCO to annex the Pantages project and TODB's four (4) existing parcels;
- c. Work with General Counsel to prepare the proposed restriction for extending services to the parcels outside the Urban Limit Line and negotiate the language of the restriction with LAFCO and the County;
- d. Have the Plat and legal descriptions prepared for the TODB parcels to be annexed.

**Fiscal Impact:**

**Amount Requested:** \$15,000

**Sufficient Budgeted Funds Available?:** Yes in Consulting Services.

**Prog/Fund # Category:** TBD

**Previous Relevant Board Actions for This Item**

None

**Attachments**

- 1. Map of the Areas to be Annexed.
- 2. Email from the Pantages Developer dated 1/14/2020.

**AGENDA ITEM: G-2**

# Discovery Bay CSD Boundary and SOI

Att 2v/Exhibit A



	Discovery Bay CSD
	Discovery Bay CSD SOI
	City Boundaries
	County Urban Limit Line

Pantages Subdivision

Urban Limit Line

Existing Newport Water Well Treatment Plant

APN:  
011-220-036-5

Inside ULL

Urban Limit Line

Existing Waste Water Treatment Plant #2.

APNs  
008-340-003-3  
008-340-040-8  
008-340-041-6

Outside ULL

Map created 06/23/2014  
by Contra Costa County Department of  
Conservation and Development, GIS Group  
30 Muir Road, Martinez, CA 94553  
37.59 41.791N 122.07 03.756W

This map or dataset was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.

0 1,000 2,000 4,000



## Mike Yeraka

---

**From:** Trevor Smith <TSmith@lazarescompanies.com>  
**Sent:** Tuesday, January 14, 2020 7:37 PM  
**To:** Mike Yeraka  
**Subject:** RE: Pantages, Detachment from Rec 800

We have and they support the action. As I understand it, it would be part of our LAFCO application.

---

**From:** Mike Yeraka <myeraka@todb.ca.gov>  
**Sent:** Tuesday, January 14, 2020 6:10 PM  
**To:** Trevor Smith <TSmith@lazarescompanies.com>  
**Cc:** Mark Armstrong <armstrong.mark@sbcglobal.net>  
**Subject:** Pantages, Detachment from Rec 800

Hi Trevor.

Have you had a chance to talk to Rec 800 about detaching their land that overlaps your project?

Thanks,

**Mike Yeraka, PE**

Projects Manager



1800 Willow Lake Rd.  
Discovery Bay, CA 94505  
Office: (925) 634-1131  
Cell: (925) 775-5028  
Email: [myeraka@todb.ca.gov](mailto:myeraka@todb.ca.gov)

[www.todb.ca.gov](http://www.todb.ca.gov)



# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

February 5, 2020

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

MRD

**Agenda Title:**

Discussion and Possible Action Regarding Special District Representation on LAFCO.

**Recommended Action:**

1. Designate President Bill Pease and Vice President Bryon Gutow (alternate) as the District's voting delegates to the Independent Special District Selection Committee ("ISDSC").
2. Solicit member interest to fill upcoming Special District vacancies and vote to nominate.
3. Approve a Board Nomination Resolution for submittal to LAFCO.

**Executive Summary:**

**Background:**

The District received correspondence dated January 10, 2020 from LAFCO announcing that an upcoming regular special district member seat on LAFCO will expire on May 4, 2020. The seat is currently held by Mike McGill (Central Contra Costa Sanitary District) and he will seek re-appointment. There is a call for nominations and for the name of voting delegates, with a deadline of March 6, 2020. Refer attached correspondence for details on the process. In summary:

1. Designate Voting Member and Alternate:

The Independent Special Districts Selection Committee ("ISDSC") is comprised of the presiding officer or his alternate of the legislative body of each independent special district. As such, staff recommends the Board appoint President Bill Pease as the voting delegate to the committee and designate Vice President Bryon Gutow as an alternate if President Pease is unable to vote.

2. Consider forwarding a Nomination:

The California Government Code sets the requirements for the ISDSC. The Committee's role is to appoint the regular and alternate special district members to the Contra Costa LAFCO whenever a term expires or a vacancy exists for those seats. The upcoming vacancy for a regular special district member seat is currently held by Mike McGill. Although Mike McGill will seek re-appointment, each independent special district may submit one nomination. The nominee must be a member of a governing board of either the Town of Discovery Bay CSD or a governing board of another independent special district within the County.

3. Nominations must be Forwarded by Board Resolution

In the event of a Board approved nomination, a nomination Resolution will be drafted for signature and forwarding to LAFCO by the deadline of March 6, 2020.

"Continued to the next page



**Previous Relevant Board Actions for This Item**

March 2, 2016  
January 17, 2018

**Attachments**

LAFCO Correspondence Dated January 10, 2020.

**AGENDA ITEM: G-3**


JAN 13 2020



Lou Ann Teixeira  
Executive Officer

January 10, 2020

**TO:** Presiding Officer and District Clerk, Each Independent Special District in Contra Costa County

**FROM:** Lou Ann Teixeira, LAFCO Executive Officer 

**SUBJECT:** **Announcement of Upcoming Special District Seat on LAFCO, Call for Nominations and Names of District Voting Delegates**

This is to advise all independent special districts that the term of one special district member on the Contra Costa Local Agency Formation Commission (LAFCO) will expire on May 4, 2020. Contra Costa LAFCO is currently accepting nominations for this seat. The vacancy is for a regular special district member seat currently held by Mike McGill (Central Contra Costa Sanitary District). Commissioner McGill will seek re-appointment.

Pursuant to Government Code Section 56332 (Attachment 1) and the Procedures for the Special District Selection Committee (Attachment 2), both of which are enclosed, I am announcing the election and calling for nominations for the seat to be submitted to the LAFCO office by **March 6, 2020** - please see enclosed 2020 Election Schedule (Attachment 3).

The following summarizes the process:

**Selection Committee:** The Independent Special District Selection Committee (ISDSC) consists of the presiding officer (or his/her designee) of the legislative body of each independent special district. This group appoints the special district members of LAFCO.

Enclosed please find a list of the independent special districts eligible to vote in this election (Attachment 4). Please review and update the attached list of district presiding officers/voting delegates (must be a board/trustee member). Board action is not necessary to name your voting representative. Please provide/update this information by **March 6, 2020**.

**Nominations:** Each candidate must be nominated by a Special District Board resolution and must be a board member/trustee of an independent special district. The nomination should include the name of the nominee and the district they serve. The nominating resolution must be submitted to LAFCO by the deadline of **March 6, 2020**. Each independent special district is entitled to nominate a maximum of one board member, either from its own district or another, if so desired.

***Note:*** *At the end of the nomination period, if only one candidate is nominated for the seat, that candidate will be deemed appointed and the election will be cancelled. If two or more candidates are nominated, the election process described below will ensue.*

**Election Procedures:** In order to maximize voting participation and ensure a quorum, LAFCO will accept ballots via email and U.S. mail. No meeting of the Independent Special District Selection Committee will be held; the election will be conducted by mail (email and U.S. mail). ***All ballots must be received in the LAFCO office by April 17, 2020 at 5:00 pm.***

In March 2020, a list of candidates and official ballots, will be sent to each independent special district via email and U.S. Mail. Please ensure that the presiding officer/voting designee for your district casts a vote. Only the presiding officer, or his/her Board designee can vote; staff members/counsel are not authorized to vote.

Prior to the election deadline, eligible nominated candidates may circulate a statement of qualifications.

**Majority Vote:** For the Selection Committee to transact business, a quorum (50% plus one) of independent special districts must cast a vote. Each district is entitled to one vote. We encourage presiding officers or his/her designee to vote in order to assure a quorum. There is a total of 42 districts eligible to vote; thus, we need at least 22 districts to cast a vote in order to achieve a quorum.

**Obligations of Service on LAFCO:** The LAFCO Commission typically meets monthly on the second Wednesday. Meetings start at 1:30 p.m. and are generally over before 4:00 p.m. Most meetings are held in the County Administration Building in Martinez. A packet of material to review for each meeting is made available to Commissioners approximately one week prior to the meeting.

The LAFCO Commission consists of two city members, two county members, two special district members and one public member, and one alternate member in each category. Alternates generally attend Commission meetings, participate in the deliberations and vote when a regular member in their category is absent or excused from voting. Commissioners are expected to represent the interests of the public as a whole when sitting on LAFCO.

Please contact the LAFCO office if you have questions or need additional information.

c: Each Member of the Commission

Enclosures

1. Government Code Section 56332
2. Procedures for the Special District Selection Committee
3. 2020 Election Schedule
4. List of Independent Special Districts Eligible to Vote in the 2020 Election

## Attachment 1

**Gov. Code 56332.** (a) The independent special district selection committee shall consist of the presiding officer of the legislative body of each independent special district. However, if the presiding officer of an independent special district is unable to participate in a meeting or election of the independent special district selection committee, the legislative body of the district may appoint one of its members as an alternate to participate in the selection committee in the presiding officer's place. Those districts shall include districts located wholly within the county and those containing territory within the county representing 50 percent or more of the assessed value of taxable property of the district, as shown on the last equalized county assessment roll. Each member of the committee shall be entitled to one vote for each independent special district of

which he or she is the presiding officer or his or her alternate as designated by the governing body.

Members representing a majority of the eligible districts shall constitute a quorum.

(b) The executive officer shall call and give written notice of all meetings of the members of the selection committee. A meeting shall be called and held under one of the following circumstances:

(1) Whenever the executive officer anticipates that a vacancy will occur within the next 90 days among the members or alternate member representing independent special districts on the commission.

(2) Whenever a vacancy exists among the members or alternate member representing independent special districts upon the commission.

(3) Upon receipt of a written request by one or more members of the selection committee representing districts having 10 percent or more of the assessed value of taxable property within the county, as shown on the last equalized county assessment roll.

(4) Upon the adoption of a resolution of intention pursuant to Section 56332.5.

(5) Upon receipt of a written request by one or more members of the selection committee notifying the executive officer of the need to appoint a member representing independent special districts on an oversight board pursuant to paragraph (3) of subdivision (j) of Section 34179 of the Health and Safety Code.

(c) The selection committee shall appoint two regular members and one alternate member to the commission. The members so appointed shall be elected or appointed members of the legislative body of an independent special district residing within the county but shall not be members of the legislative body of a city or county. If one of the regular district members is absent from a commission meeting or disqualifies himself or herself from participating in a meeting, the alternate district member may serve and vote in place of the regular district member for that meeting. Service on the commission by a regular district member shall not disqualify, or be cause for disqualification of, the member from acting on proposals affecting the special district on whose legislative body the member serves. The special district selection committee may, at the time it appoints a member or alternate, provide that the member or alternate is disqualified from voting on proposals affecting the district on whose legislative body the member serves.

(1) The executive officer may prepare and deliver a call for nominations to each eligible district. The presiding officer, or his or her alternate as designated by the governing body, may respond in writing by the date specified in the call for nominations, which date shall be at least 30 days from the date on which the executive officer mailed the call for nominations to the eligible district.

(2) At the end of the nominating period, if only one candidate is nominated for a vacant seat, that candidate shall be deemed appointed. This paragraph shall be operative only if the written notice of the meeting provided pursuant to subdivision (b) discloses that, if nominations are received for only one candidate by the end of the nominating period, the candidate shall be deemed appointed and the meeting may be cancelled.

(d) If the office of a regular district member becomes vacant, the alternate member may serve and vote in place of the former regular district member until the appointment and qualification of a regular district member to fill the vacancy.

(e) A majority of the independent special district selection committee may determine to conduct the committee's business by mail, including holding all elections by mailed ballot, pursuant to subdivision (f).

(f) If the independent special district selection committee has determined to conduct the committee's business by mail or if the executive officer determines that a meeting of the special district selection committee is not feasible, the executive officer shall conduct the business of the committee by mail. Elections by mail shall be conducted as provided in this subdivision.

(1) The executive officer shall prepare and deliver a call for nominations to each eligible district. The presiding officer, or his or her alternate as designated by the governing body, may respond in writing by the date specified in the call for nominations, which date shall be at least 30 days from the date on which the executive officer mailed the call for nominations to the eligible district.

(2) At the end of the nominating period, if only one candidate is nominated for a vacant seat, that candidate shall be deemed appointed. If two or more candidates are nominated, the executive officer shall prepare and deliver one ballot and voting instructions to each eligible district. The ballot shall include the names of all nominees and the office for which each was nominated. Each presiding officer, or his or her alternate as designated by the governing body, shall return the ballot to the executive officer by the date specified in the voting instructions, which date shall be at least 30 days from the date on which the executive officer mailed the ballot to the eligible district.

(3) The call for nominations, ballots, and voting instructions shall be delivered by certified mail to each eligible district. As an alternative to the delivery by certified mail, the executive officer may transmit materials by electronic mail. All notices and election materials shall be addressed to the presiding officer, care of the clerk of the district.

(4) Nominations and ballots may be returned to the executive officer by electronic mail.

(5) Each returned nomination and ballot shall be signed by the presiding officer or his or her alternate as designated by the governing body of the eligible district.

(6) For an election to be valid, at least a quorum of the special districts must submit valid ballots. The candidate receiving the most votes shall be elected, unless another procedure has been adopted by the selection committee. Any nomination and ballot received by the executive officer after the date specified is invalid, provided, however, that if a quorum of ballots is not received by that date, the executive officer shall extend the date to submit ballots by 60 days and notify all districts of the extension. If ballots from a quorum of the districts have not been received at the end of the 60-day extension period, the executive officer shall extend the period to return ballots for a length of time at his or her discretion until a quorum is achieved, unless another procedure has been adopted by the selection committee. The executive officer shall announce the results of the election within seven days of the date specified.

(7) For a vote on special district representation to be valid, at least a quorum of the special districts must submit valid ballots to the executive officer by the date specified in the voting instructions, which date shall be at least 30 days from the date on which the executive officer mailed the ballot to the eligible district. If ballots from a quorum of the districts have not been received at the end of the 60-day extension period, the executive officer shall extend the period to return ballots for a length of time at his or her discretion until a quorum is achieved, unless another procedure has been adopted by the selection committee. By a majority vote of those district representatives voting on the issue, the selection committee shall either accept or deny representation. The executive officer shall announce the results of the election within seven days of the date specified.

(8) All election materials shall be retained by the executive officer for a period of at least six months after the announcement of the election results.

(g) For purposes of this section, "executive officer" means the executive officer or designee as authorized by the commission.

**CONTRA COSTA COUNTY SPECIAL DISTRICTS**  
**Procedures for the Special District Selection Committee**  
**(Revised January 2010)**

The California Government Code, specifically Section 56332, sets forth requirements for the Independent Special Districts Selection Committee ("Selection Committee"). The procedures contained herein are intended to supplement the code and provide local rules relating to the selection of special district members to the Contra Costa Local Agency Formation Commission (LAFCO).

Selection Committee Purpose

The purpose of the Selection Committee shall be to appoint the regular and/or alternate special district members to the Contra Costa LAFCO whenever a term expires or a vacancy exists for the regular or alternate special district member seats. The term of office of each LAFCO member shall be four years and until the appointment and qualification of his or her successor (Gov. Code §56334).

Selection Committee Membership

The Selection Committee shall be comprised of the presiding officer of the legislative body of each independent special district. If the presiding officer is unable to attend a Committee meeting, the district may appoint one of its other members to attend the meeting (Gov. Code §56332).

Selection Committee Meetings

The LAFCO Executive Officer shall notify all independent special districts of a vacancy or impending vacancy in the position of regular or alternate special district member and shall schedule a meeting of the Selection Committee.

To the extent possible, Selection Committee meetings shall be scheduled in conjunction with meetings of the Contra Costa Special Districts Association as a convenience to members and for efficiency.

The Executive Officer shall provide a schedule to submit nominations to all independent special districts prior to the Selection Committee meeting.

All meetings of the Selection Committee shall be open meetings and comply with all applicable provisions of the Ralph M. Brown Act.

Quorum

Each presiding officer (or appointed alternate board member) attending the Selection Committee meeting shall be required to register their attendance. Members representing a majority of the eligible districts shall constitute a quorum for the conduct of the Selection Committee business. No meeting shall be convened prior to establishing a quorum. The Committee shall act by majority vote of the quorum, or if more than a quorum is present at the meeting, by majority vote of those members present.

Nomination Procedures

Members of governing boards of independent special districts may be nominated to serve as a regular or alternate special district member of the Contra Costa LAFCO (Gov. Code §56332).

Each independent special district shall be entitled to nominate a maximum of one board member per vacancy (i.e., for each regular and each alternate seat) from any district. Districts are required to make nominations by adoption of a Board resolution.

Upon selection of a nominee, the presiding officer of the district shall provide written notification of the nomination, including a copy of the Board resolution, to the LAFCO Executive Officer.

All nominations received in sufficient time prior to a Selection Committee meeting will be copied and distributed to the presiding officer of each independent special district.

Nominations may be made from the floor at the Selection Committee meeting, but only if no prior nominations by resolution were submitted by any of the independent special districts.

#### Balloting Process

Each nominee will be afforded an opportunity to make a brief statement (maximum of five minutes) at the Selection Committee meeting. Following these presentations, members of the Selection Committee may discuss the appointment prior to the vote being taken.

Nominees shall be selected based on the following process:

- A ballot listing all known nominees shall be prepared and copied for the meeting. Each ballot shall have opposite the nominee's name a box to record the vote. In the event that no prior nominations by resolution are submitted, a ballot containing blank lines to vote for nominees who are put forth from the floor at the Selection Committee meeting shall be distributed at the meeting.
- Each ballot shall have a line for the name of the special district that is casting the vote and a line for the name of the voting delegate. The ballot will not be counted if the name of the special district and voting delegate are not included.
- After votes are tallied, each delegate's vote will be announced during the meeting.

#### Selection of LAFCO Members

The person selected to serve shall have received a majority of the votes cast in the election.

If there are more than two nominees for a single seat and no individual receives the majority of the total votes cast in the first ballot there shall be a run-off election between the two nominees who received the greatest number of votes.

If there are only two nominees for a single seat and each receives an equal number of votes, the selection to serve on LAFCO shall be done by a "straw draw" unless one of the two candidates chooses to relinquish the position.

If, as a result of an election, the Alternate Special District member on LAFCO is chosen as a Regular Special District Member, another election shall be held at a subsequent Selection Committee meeting to fill the new vacancy in the Alternate Member position.

#### Alternate Nominating and Balloting Process

In the event that the LAFCO Executive Officer determines that securing a quorum of Selection Committee members for a meeting is not feasible, the Executive Officer may conduct the business of the Selection Committee in writing (Gov. Code §56332).

**SPECIAL DISTRICT SELECTION COMMITTEE 2020 ELECTION SCHEDULE**

<b><u>Date/Deadline</u></b>	<b><u>Task</u></b>
<b>1/10/20</b>	LAFCO sends letter announcing vacancy, election schedule, and call for nominations and names of voting delegates
<b>2/7/20</b>	LAFCO sends reminder
<b>3/6/20</b>	Districts' deadline for submitting names of voting delegates and nominating resolutions

**IF AN ELECTION IS NEEDED, THE FOLLOWING SCHEDULE WILL APPLY:**

<b>3/13/20</b>	LAFCO transmits list of candidates and ballots to voting delegates (email and US mail)
<b>3/20/20</b>	LAFCO sends reminder to return completed ballots to the LAFCO office by <b><u>April 17, 2020.</u></b>
<b>4/17/20</b>	Election date
<b>4/24/20</b>	LAFCO must make election results available within 7 days of election [Gov. Code §56332(f)(6)]



**ATTACHMENT 4**

<b>INDEPENDENT SPECIAL DISTRICT SELECTION COMMITTEE</b>			
<b>DISTRICT</b>	<b>NAME</b>	<b>TITLE</b>	<b>ALTERNATE</b>
ALAMO-LAFAYETTE CEMETERY DIST	Nancy J. Flood	Chair	Carolyn Thiessen, Trustee
AMBROSE REC & PARK DIST	Trina Hudson	Chair	Mae Torlakson, Vice Chair
B-B-K-U CEMETERY DIST	Patricia Bristow	Chair	Barbara Guise
BETHEL ISLAND MID	Bruce Smith	Board President	Anthony Berzinas, VP
BYRON SANITARY DISTRICT	Danny Hamby	Chair	Mike Nisen, Vice Chair
CASTLE ROCK COUNTY WATER DISTRICT	Fred Allen	Chair	Robert Deinhammer
CENTRAL CONTRA COSTA SANITARY DIST	Mike McGill	Pres Pro Tem	Dave Williams, Pres
CONTRA COSTA MOSQUITO & VECTOR CONTROL	Warren Clayton	Trustee	Darryl Young, Trustee
CONTRA COSTA RESOURCE CON DIST	Igor Skaredoff	President	
CONTRA COSTA WATER DISTRICT	John Burgh	Director	
CROCKETT COMMUNITY SERVICES DISTRICT	Kent Peterson	President	Michael Kirker VP
DIABLO CSD	Ray Brant,	President	Kathy Urbelis, VP
DIABLO WATER DISTRICT	Edward Garcia	President	
TOWN OF DISCOVERY BAY CSD	Kevin Graves	Board Member	Bill Mayer, Pres
EAST CONTRA COSTA FIRE PROTECTION DISTRICT	Brian Oftedal	President	Stephen Smith, VP
EAST CONTRA COSTA IRRIGATION DIST	Glenn Stonebarger	President	
GREEN VALLEY REC & PARK DIST	Adam Glimme	Board Member	
IRONHOUSE SANITARY DIST	Dawn Morrow	Vice Pres	
KENSINGTON FIRE PROTECTION DISTRICT	Janice Kosel	President	Laurence Nagel, VP
KENSINGTON POLICE PROT & CSD	Christopher Deppe	Board Member	
TOWN OF KNIGHTSEN CSD	Trish Bello-Kunkel	Chair	Gilbert Somerhalder, Vice Chair
LOS MEDANOS COMMUNITY HEALTHCARE DIST	J. Vern Cromartie	President	Arthur Fountain, VP
MORAGA-ORINDA FIRE DIST	Steve Danzinger	President	
MT. VIEW SANITARY DIST	Stan Caldwell	President	Gregory Pyka, VP
PLEASANT HILL REC & PARK DIST	Sandra Bonato	Chair	Jennifer Ortega, Vice Chair
RECLAMATION DIST (RD) 799			
RD 800	Tom Judge	Trustee	
RD 830	Chad Davisson	Board Member	
RD 2024	Don Wagenet	President	John Jackson, Trustee
RD 2025	David Forkel	Chairman	
RD 2026	David Forkel	Chairman	
RD 2059	Rob Davies	President	
RD 2065	Coleman Foley	President	Thomas E. Baldocchi Sr. Thomas E. Baldocchi Jr.
RD 2090			
RD 2117	Joyce Speckman	Trustee	Sandra Speckman Kiefer, Trustee
RD 2122			
RD 2137			
RODEO-HERCULES FIRE PROTECTION DIST	Andrew Gabriel	Chair	
RODEO SANITARY DISTRICT			
SAN RAMON VALLEY FIRE PROTECTION DIST	Matt Stamey	Board Member	
STEGE SANITARY DISTRICT	Dwight Merrill	President	
WEST COUNTY WASTEWATER DIST	Sherry Stanley	Vice Pres	David Alvarado

**PLEASE REVIEW AND UPDATE AS NEEDED**



# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

February 5, 2020

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

MRD

### Agenda Title

Discussion and Possible Action Regarding an Amended and Restated MOU – Development of a Groundwater Sustainability Plan for the East Contra Costa County Subbasin.

### Recommended Action

Authorize the General Manager to execute and carryout the terms of the attached "Amended and Restated Memorandum of Understanding – Development of a Groundwater Sustainability Plan for the East Contra Costa County Subbasin, (DWR Basin 5-22.19, San Joaquin Valley)" with the GSA's of City of Antioch, Byron-Bethany Irrigation District, Contra Costa Water District, Contra Costa County, Diablo Water District, East Contra Costa Irrigation District, and City of Brentwood.

### Executive Summary

The Sustainable Groundwater Management Act ("SGMA"), effective January 1, 2015, established a framework of priorities and requirements to facilitate sustainable groundwater management throughout the State of California. The legislative intent of the SGMA is for groundwater to be managed in California's groundwater basins by local public agencies and newly-formed Groundwater Sustainability Agencies ("GSA")

Discovery Bay's service area did overlay a portion of the Tracy Subbasin in East Contra Costa County, which was identified by the State as Basin 5-22.15 San Joaquin Valley. On April 5, 2017, the Board adopted Resolution No. 2017-07 approving the formation of Discovery Bay as a GSA and authorized the General Manager to execute a Memorandum of Understanding ("MOU") with the GSAs of City of Antioch, City of Brentwood, Byron-Bethany Irrigation District, Contra Costa Water District, Contra Costa County, Diablo Water District, and East Contra Costa Irrigation District (collectively "Parties") to adopt and implement a GSP. On May 9, 2017 the Parties entered into an MOU to develop a GSP for the East Contra Costa County Portion of the Tracy Subbasin and to split the costs evenly. On November 5, 2017, the Board authorized the General Manager to execute and carryout the terms of a First Amendment to the MOU to retain the continued services of Luhdorff and Scalmanini ("Consultant") for the preparation of the GSP, and to provide the methodology for sharing equally in the cost. The First Amendment to the MOU was fully executed by the parties on November 16, 2017.

On September 11, 2018 application was made to the California Department of Water Resources ("DWR") to split the Tracy Subbasin along the Contra Costa – San Joaquin County Line (Basin Boundary Modification Request). On February 11, 2019, DWR approved the modification request. Discover Bay's groundwater is now located (along with the other GSA signatories to the First Amendment to the MOU), in the newly designated "East Contra Costa Subbasin." This basin is designated a "medium-priority" basin.

The attached MOU amends and restates the original MOU dated May 9, 2017, and as amended November 16, 2017. This Amended and Restated MOU recognizes the Basin Boundary change to the "East Contra Costa Subbasin."

### Previous Relevant Board Actions for This Item

April 5, 2017 Formation of GSA and Authorization to Execute MOU.  
November 5, 2017- Authorization to Execute a First Amendment to the MOU.

### Attachments

Proposed Amended and Restated MOU.

AGENDA ITEM: G-4

1 **AMENDED AND RESTATED**  
2 **MEMORANDUM OF UNDERSTANDING**  
3

4 **Development of a Groundwater Sustainability Plan**  
5 **for the East Contra Costa Subbasin, (DWR Basin 5-22.19, San Joaquin Valley)**  
6

7 This Amended and Restated Memorandum of Understanding for the Development of a  
8 Groundwater Sustainability Plan for the East Contra Costa Subbasin, (DWR Basin 5-22.19, San  
9 Joaquin Valley) (“**MOU**”) is entered into and effective this \_\_\_\_ day of \_\_\_\_\_,  
10 2020 (“**Effective Date**”) by and among the City of Antioch (“**Antioch**”), City of Brentwood  
11 (“**Brentwood**”), Byron-Bethany Irrigation District (“**BBID**”), Contra Costa Water District  
12 (“**CCWD**”), Contra Costa County (“**County**”), Diablo Water District (“**DWD**”), East Contra  
13 Costa Irrigation District (“**ECCID**”), and Discovery Bay Community Services District  
14 (“**Discovery Bay**”). Each of the foregoing parties to this MOU is sometimes referred to herein  
15 as a “**Party**” and are collectively sometimes referred to as the “**Parties.**”

16 Recitals

17 A. In September 2014, the California Legislature enacted the Sustainable  
18 Groundwater Management Act of 2014 (“**SGMA**”), which established a statewide framework for  
19 the sustainable management of groundwater resources. That framework focuses on granting new  
20 authorities and responsibility to local agencies while holding those agencies accountable. The  
21 framework also provides for state intervention where a local agency fails to develop a  
22 groundwater sustainability plan in a timely manner.

23           B.       The East Contra Costa Subbasin (“**Basin**”) is referred to as DWR Basin 5-22.19,  
24 San Joaquin Valley, and is shown on the map attached hereto as Exhibit A and incorporated  
25 herein by reference as if set forth in full. The Basin is located in eastern Contra Costa County.  
26 The Parties collectively overlie all of the Basin.

27           C.       Under SGMA, one or more local agencies may form a groundwater sustainability  
28 agency (“**GSA**”), by memorandum of agreement, joint exercise of powers agreement, or other  
29 agreement. (Wat. Code, §§ 10723(a), 10723.6.) The Parties desire for each Party to be the GSA  
30 within all or a portion of that Party’s boundary. The Parties further desire to develop a  
31 governance structure for the Basin to be considered during development of the groundwater  
32 sustainability plan (a “**GSP**”) for the Basin (the “**Basin GSP**”). The Parties further desire to  
33 resolve areas of jurisdictional overlap so that no two Parties serve as GSAs over the same area.  
34 The purpose of this MOU is to coordinate the Parties’ activities related to each Party becoming a  
35 GSA, development of the Basin GSP, and each Party’s future consideration of whether to adopt  
36 the Basin GSP.

37           D.       The Parties wish to collaborate in an effort to ensure sustainable groundwater  
38 management for the Basin, manage the groundwater basin as efficiently as practicable balancing  
39 the financial resources of the agencies with the principles of effective and safe groundwater  
40 management, while retaining groundwater management authority within their respective  
41 jurisdictions. The Parties desire to share responsibility for Basin management under SGMA.  
42 The Parties recognize that the key to success in this effort will be the coordination of activities  
43 under SGMA, and the collaborative development of the Basin GSP, which each Party may  
44 consider adopting and implementing within its GSA management area.

45 E. The Basin has been designated by the California Department of Water Resources  
46 (“DWR”) as a medium-priority groundwater basin, which, under the terms of SGMA, means that  
47 the Parties must submit a Basin GSP to DWR by January 31, 2022.

48 F. This MOU amends and restates the original Memorandum of Understanding,  
49 dated May 9, 2017, and as amended on November 16, 2017. This MOU also recognizes changes  
50 that reflect DWR’s determination that, for purposes of SGMA, the Basin is separate and distinct  
51 from other portions of the Tracy Subbasin located in San Joaquin and Alameda Counties. The  
52 Basin is located entirely within Contra Costa County. The Parties wish to memorialize and  
53 restate their commitments by means of this MOU.

54 Understandings

55 1. *Term.* The term of this MOU begins on the Effective Date, which shall occur upon  
56 execution of this MOU by all eight of the parties, and this MOU shall remain in full force  
57 and effect until the earliest of the following events: (i) January 31, 2022, (ii) the date  
58 upon which the Parties submit a Basin GSP to DWR, or (iii) the date upon which the  
59 Parties then party to the MOU execute a document jointly terminating the provisions of  
60 this MOU. An individual Party’s obligations under this MOU terminate when the Party  
61 withdraws from the MOU in accordance with Section 4.

62 2. *Development of the GSP*

63 a. *Parties to Become GSAs.* Each Party, except Contra Costa Water District, agrees  
64 to take the necessary actions to become the GSA for all or a portion of that area of  
65 the East CC Basin that it overlies, as shown on Exhibit A, attached hereto, no later  
66 than April 1, 2017, or shortly thereafter. The Parties shall jointly submit the

67 Parties' individual elections to become GSAs and this MOU to DWR prior to  
68 April 1, 2017, or shortly thereafter. The Parties further agree to develop a  
69 governance structure for the Basin to be considered during development of the  
70 Basin GSP

71 b. *Single GSP.* The Parties will collaborate to develop a single Basin GSP that, at a  
72 minimum, satisfies the GSP requirements in the SGMA and the regulations  
73 promulgated under the SGMA. The Basin GSP must include an analysis of  
74 implementation costs and revenue sources, and must include an analysis of  
75 governance structure options. The Basin GSP shall be drafted in a manner that  
76 preserves, and does not purport to supersede, the land use authority of each city or  
77 county, or the statutory authority of each special district, that is a party to this  
78 MOU. The Basin GSP must include provisions for consultation between a GSA  
79 and any public agency that the GSA overlaps before the GSA takes any action  
80 that may relate to that public agency's exercise of its statutory authority. Unless  
81 the Parties later agree otherwise, it is intended that the Basin GSP will be  
82 implemented by each Party within its respective GSA management area, and that  
83 the Parties will coordinate their implementation of the Basin GSP.

84 c. *Overlap Areas.* Solely for the purpose of complying with the SGMA requirement  
85 that GSA management areas not overlap, the Parties agree that there are no  
86 overlapping GSA management areas, as shown on Exhibit A. This MOU does  
87 not purport to limit any Party's legal authority to utilize and deliver groundwater  
88 or surface water throughout its jurisdictional boundary (as may be amended from

89 time-to-time), which may include area outside of a Party's management area  
90 shown on Exhibit A.

91 d. *Cooperation of Efforts.* The Parties will designate staff who will endeavor to  
92 meet monthly or more frequently if necessary to develop the terms of the Basin  
93 GSP in an expeditious manner.

94 e. *Contracting with Consultant & Cost Share Among the Parties.*

95 (1) *Contracting with Consultant.*

96 A. Contract for the Preparation of the GSP. Brentwood, acting on  
97 behalf of the other Parties, shall promptly enter into an agreement with Luhdorff and Scalmanini  
98 (“**Consultant**”) for the preparation of the Basin GSP.

99  
100 B. Annual Budgets and Scopes of Work. Not later than each  
101 February 15, Brentwood shall obtain a proposed budget and scope from Consultant for services  
102 during the upcoming fiscal year. Brentwood shall promptly provide the proposed budget and  
103 scope to the other Parties and shall give the other Parties until each March 15 to review the  
104 proposed budget and scope, and provide written comments to Brentwood. Such comments shall  
105 include each Party's determination as to whether it is willing to pay its share of the cost of such  
106 work, as identified in Paragraph 2(e)(2). If, after each March 15, no Party has indicated in  
107 writing that it is unwilling to pay its share of the cost of such work, the Consultant's budget and  
108 scope for the upcoming fiscal year shall be deemed approved and Brentwood shall take such  
109 actions as may be necessary to cause Consultant to perform the services included in that budget  
110 and scope of work. In the event that one or more Parties object to the proposed budget and scope  
111 of work, the Parties shall promptly meet and confer to determine an appropriate course of action.

112 C. Payments by Parties to Brentwood. Brentwood shall, upon receipt  
113 of Consultant’s monthly invoices, pay Consultant for services rendered during the previous  
114 month. Brentwood will promptly provide invoices to the other Parties identifying their shares of  
115 the cost of the previous month’s work and such other Parties shall pay said invoices within 45  
116 days of receipt.

117 (2) *Cost-Share for Basin GSP.* The costs associated with developing the  
118 Basin GSP (“**GSP Costs**”), including but not limited to, any local cost-shares required by state or  
119 federal grants, will be shared equally among the Parties.

120  
121 A. In-Kind Services Provided by County. The County, at its sole  
122 discretion, may satisfy its share of GSP Costs by providing in-kind services, which may include  
123 but may not be limited to mapping, graphics, and database management services. The County  
124 will provide written notice to the other Parties by the March 15 immediately preceding the fiscal  
125 year stating either that the County will pay its share of GSP Costs in the fiscal year, or that the  
126 County will provide in-kind services in lieu of paying its share of GSP Costs in the fiscal year.  
127 In the case of payments to Consultant or other vendors where the County wishes to substitute in-  
128 kind services for direct payments, Brentwood shall allocate such invoices equally among the  
129 Parties other than the County. Notwithstanding anything to the contrary contained herein, no  
130 Party shall be obligated to pay the County for the value of any in-kind services provided by the  
131 County, and the value of any in-kind services provided by the County shall only act as a credit  
132 towards the County’s share of GSP Costs, as more particularly described in 2(e)(2)(B).

133 B. Annual Accounting. Brentwood shall prepare an annual  
134 accounting by October 1 that shows all GSP Costs for the previous fiscal year and that identifies



135 in-kind services provided by the County and the County's calculation of the value of those in-  
136 kind services. By July 30th following the end of a fiscal year, the County will provide  
137 Brentwood an accounting of the County's in-kind services during the prior fiscal year, and any  
138 carry-over value of in-kind services provided during any fiscal years preceding the prior fiscal  
139 year. The value of the County's in-kind services will be calculated based on (1) the then-current  
140 fully-burdened hourly rates for County staff time, benefits, and overhead, and (2) the County's  
141 actual costs for any materials or supplies required to provide the in-kind services.

142                   i.       Upon written notice to the other Parties no later than 15  
143 days after receiving Brentwood's annual accounting, any Party other than the County may  
144 dispute the County's calculation of the value of the in-kind services that the County provided  
145 during the fiscal year for which the accounting is prepared, but no Party may challenge the value  
146 of in-kind services that were carried over from any fiscal year preceding the fiscal year for which  
147 the accounting is prepared. In the event that one or more Parties provide notice of a dispute  
148 under this subparagraph, the Parties shall promptly meet and confer in an effort to resolve the  
149 dispute to the satisfaction of all Parties. The County's obligation to make any payments to other  
150 Parties under Paragraph 2(e)(2)(B)(ii) shall be tolled until the County receives, from each  
151 disputing Party, written notice that the dispute has been resolved to the disputing Party's  
152 satisfaction.

153                   ii.       Except as expressly provided in Paragraph 2(e)(2)(B)(i), in  
154 the event that Brentwood's annual accounting shows that the value of the in-kind services  
155 provided by the County during the fiscal year for which the accounting is prepared, plus any  
156 carry-over value for in-kind services provided in any preceding fiscal years, is less than the  
157 individual contributions of the other Parties during the fiscal year for which the annual

158 accounting is prepared, the County shall provide, by the November 30 following receipt of the  
159 annual accounting, payments to each of the other Parties sufficient to equalize the values of the  
160 Parties' contributions during the fiscal year for which the accounting is prepared. In the event  
161 that Brentwood's annual accounting shows that the value of the in-kind services provided by the  
162 County during the fiscal year for which the accounting is prepared, plus any carry-over value for  
163 in-kind services provided in any preceding fiscal years, is greater than the individual  
164 contributions of the other Parties, Brentwood shall credit the County with the difference and  
165 carry over that excess contribution to be credited towards the value of the County's in-kind  
166 services provided in the subsequent fiscal year.

167 f. *Approval of the GSP.* The Parties agree that the Basin GSP will become effective  
168 for each Party when all of the Parties adopt the Basin GSP.

169 3. *Savings Provisions.* This MOU shall not operate to validate or invalidate, modify or  
170 affect any Party's water rights or any Party's obligations under any agreement, contract  
171 or memorandum of understanding/agreement entered into prior to the effective date of  
172 this MOU. Nothing in this MOU shall operate to convey any new right to groundwater to  
173 any Party. Each Party to this MOU reserves any and all claims and causes of action  
174 respecting its water rights and/or any agreement, contract or memorandum of  
175 understanding/agreement; any and all defenses against any water rights claims or claims  
176 under any agreement, contract or memorandum of understanding/agreement.

177 4. *Withdrawal.* Any Party shall have the ability to withdraw from this MOU by providing  
178 sixty (60) days written notice of its intention to withdraw. Said notice shall be given to  
179 each of the other Parties.

180 a. A Party shall not be fiscally liable for expenditures following its withdrawal from  
181 this MOU, provided that the Party provides written notice at least sixty (60) days  
182 prior to the effective date of the withdrawal. A withdrawal shall not terminate, or  
183 relieve the withdrawing Party from, any express contractual obligation to another  
184 Party to this MOU or to any third party incurred or encumbered prior to the  
185 withdrawal.

186 b. In the event of a Party's withdrawal, this MOU shall continue in full force and  
187 effect among the remaining Parties. Further, a Party's withdrawal from this MOU  
188 does not, without further action by that Party, have any effect on the withdrawing  
189 Party's decision to be a GSA. A withdrawing Party shall coordinate the  
190 development of its groundwater sustainability plan with the other Parties to this  
191 MOU.

192 5. *CEQA*. Nothing in this MOU commits any Party to undertake any future discretionary  
193 actions referenced in this MOU, including but not limited to electing to become a GSA  
194 and adopting the Basin GSP. Each Party, as a lead agency under the California  
195 Environmental Quality Act (“*CEQA*”), shall be responsible for complying with all  
196 obligations under *CEQA* that may apply to the Party's future discretionary actions  
197 pursuant to this MOU, including electing to become a GSA and adopting the Basin GSP.

198 6. *Books and Records*. Each Party shall have access to and the right to examine any of the  
199 other Party's pertinent books, documents, papers or other records (including, without  
200 limitation, records contained on electronic media) relating to the performance of that  
201 Party's obligations pursuant to this Agreement, *providing that* nothing in this paragraph  
202 shall be construed to operate as a waiver of any applicable privilege and *provided further*

203 that nothing in this paragraph shall be construed to give either Party rights to inspect the  
204 other Party's records in excess of the rights contained in the California Public Records  
205 Act.

206 7. *General Provisions*

207 a. *Authority.* Each signatory of this MOU represents that s/he is authorized to  
208 execute this MOU on behalf of the Party for which s/he signs. Each Party  
209 represents that it has legal authority to enter into this MOU and to perform all  
210 obligations under this MOU.

211 b. *Amendment.* This MOU may be amended or modified only by a written  
212 instrument executed by each of the Parties to this MOU.

213 c. *Jurisdiction and Venue.* This MOU shall be governed by and construed in  
214 accordance with the laws of the State of California, except for its conflicts of law  
215 rules. Any suit, action, or proceeding brought under the scope of this MOU shall  
216 be brought and maintained to the extent allowed by law in the County of Contra  
217 Costa, California.

218 d. *Headings.* The paragraph headings used in this MOU are intended for  
219 convenience only and shall not be used in interpreting this MOU or in  
220 determining any of the rights or obligations of the Parties to this MOU.

221 e. *Construction and Interpretation.* This MOU has been arrived at through  
222 negotiations and each Party has had a full and fair opportunity to revise the terms  
223 of this MOU. As a result, the normal rule of construction that any ambiguities are

224 to be resolved against the drafting Party shall not apply in the construction or  
225 interpretation of this MOU.

226 f. *Entire Agreement.* This MOU constitutes the entire agreement of the Parties with  
227 respect to the subject matter of this MOU and supersedes any prior oral or written  
228 agreement, understanding, or representation relating to the subject matter of this  
229 MOU.

230 g. *Partial Invalidity.* If, after the date of execution of this MOU, any provision of  
231 this MOU is held to be illegal, invalid, or unenforceable under present or future  
232 laws effective during the term of this MOU, such provision shall be fully  
233 severable. However, in lieu thereof, there shall be added a provision as similar in  
234 terms to such illegal, invalid or unenforceable provision as may be possible and  
235 be legal, valid and enforceable.

236 h. *Waivers.* Waiver of any breach or default hereunder shall not constitute a  
237 continuing waiver or a waiver of any subsequent breach either of the same or of  
238 another provision of this MOU and forbearance to enforce one or more of the  
239 remedies provided in this MOU shall not be deemed to be a waiver of that  
240 remedy.

241 i. *Necessary Actions.* Each Party agrees to execute and deliver additional  
242 documents and instruments and to take any additional actions as may be  
243 reasonably required to carry out the purposes of this MOU.

- 244 j. *Compliance with Law.* In performing their respective obligations under this  
245 MOU, the Parties shall comply with and conform to all applicable laws, rules,  
246 regulations, and ordinances.
- 247 k. *Liability.* Each Party agrees to indemnify and hold every other Party to the  
248 Agreement, and their officers, agents and employees, free and harmless from any  
249 costs or liability imposed upon any other Party, officers, agents, or employees  
250 arising out of any acts or omissions of its own officers, agents or employees.
- 251 l. *Third Party Beneficiaries.* This MOU shall not create any right or interest in any  
252 non-Party or in any member of the public as a third party beneficiary.
- 253 m. *Counterparts.* This MOU may be executed in one or more counterparts, each of  
254 which shall be deemed to be an original, but all of which together shall constitute  
255 but one and the same instrument.
- 256 n. *Notices.* All notices, requests, demands or other communications required or  
257 permitted under this MOU shall be in writing unless provided otherwise in this  
258 MOU and shall be deemed to have been duly given and received on: (i) the date  
259 of service if served personally or served by electronic mail or facsimile  
260 transmission on the Party to whom notice is to be given at the address(es)  
261 provided below, (ii) on the first day after mailing, if mailed by Federal Express,  
262 U.S. Express Mail, or other similar overnight courier service, postage prepaid, and  
263 addressed as provided below, or (iii) on the third day after mailing if mailed to the  
264 Party to whom notice is to be given by first class mail, registered or certified,  
265 postage prepaid, addressed as follows:

266

267

**City of Antioch**

268

City Manager

269

P.O. Box 5007

270

Antioch, CA 94531-5007

271

Telephone: (925) 779-7011

272

Facsimile: (925) 779-7003

273

274

**City of Brentwood**

275

City Manager

276

150 City Park Way

277

Brentwood, CA 94513

278

Phone: (925) 516-5400

279

Fax: (925) 516-5441

280

281

**Byron Bethany Irrigation District**

282

General Manager

283

7995 Bruns Road

284

Byron, CA 94514-1625

285

Telephone: (209) 835-0375

286

Facsimile: (209) 835-2869

287

288

**Contra Costa Water District**

289

General Manager

290 Contra Costa Water District

291 P. O. Box H20

292 Concord, CA 94524

293 Phone (925) 688-8032

294 Fax (925) 688-8197

295

296

297

298 **Contra Costa County**

299 Director, Department of Conservation and Development

300 30 Muir Road

301 Martinez, CA 94553

302 Phone (925) 674-7866

303

304 **Diablo Water District**

305 Attn: General Manager

306 P.O. Box 127

307 87 Carol Lane

308 Oakley, CA 94561

309 Phone: (925) 625-3798

310 Fax: (925) 625-0814

311

312 **East Contra Costa Irrigation District**

313 General Manager



314 1711 Sellers Avenue  
315 Brentwood, CA 94513  
316 Phone: (925) 634-3544  
317 Fax: (925) 634-0897

318  
319  
320  
321

**Discovery Bay Community Services District**

322 C/O: General Manager  
323  
324 1800 Willow Lake Road  
325 Discovery Bay, CA 94505-9376  
326 Telephone: (925) 634-1131  
327 Facsimile: (925) 513-2705

328

329 8. Signatures. The Following signatures attest each Party's agreement hereto.

330 **[Remainder of page left blank. Signatures on next pages.]**

331

332 **CITY OF ANTIOCH**

333

334 By: \_\_\_\_\_

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

335 Rowland E. Bernal Jr., City Manager

336 APPROVED AS TO FORM:

337

338 By: \_\_\_\_\_

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

339 Thomas Lloyd Smith, City Attorney

340

341 **CITY OF BRENTWOOD**

342

343 By: \_\_\_\_\_

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

344 Terrence Grindall, Interim City Manager

345

346 APPROVED AS TO FORM:

347

348 By: \_\_\_\_\_

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

349 Damien Brower, City Attorney

350

351 **BYRON BETHANY IRRIGATION DISTRICT**

352

353 By: \_\_\_\_\_

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

354 Rick Gilmore, General Manager

355

356 **CONTRA COSTA WATER DISTRICT**

357

358 By: \_\_\_\_\_

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

359 Stephen J. Welch, General Manager

360

361

362

363 APPROVED AS TO FORM:

364

365 By: \_\_\_\_\_ Date: \_\_\_\_\_

366 District Legal Counsel

367

368 **CONTRA COSTA COUNTY**

369

370 By: \_\_\_\_\_ Date: \_\_\_\_\_

371 John Kopchik, Director of

372 Conservation and Development

373 APPROVED AS TO FORM:

374 Sharon L. Anderson, County Counsel

375

376 By: \_\_\_\_\_ Date: \_\_\_\_\_

377 Deputy County Counsel

378

379 **DIABLO WATER DISTRICT**

380

381 By: \_\_\_\_\_ Date: \_\_\_\_\_

382 Dan Muelrath, General Manager

383

384 **EAST CONTRA COSTA IRRIGATION DISTRICT**

385

386 By: \_\_\_\_\_ Date: \_\_\_\_\_

387 Aaron Trott, General Manager

388

389 **DISCOVERY BAY COMMUNITY SERVICES DISTRICT**

390

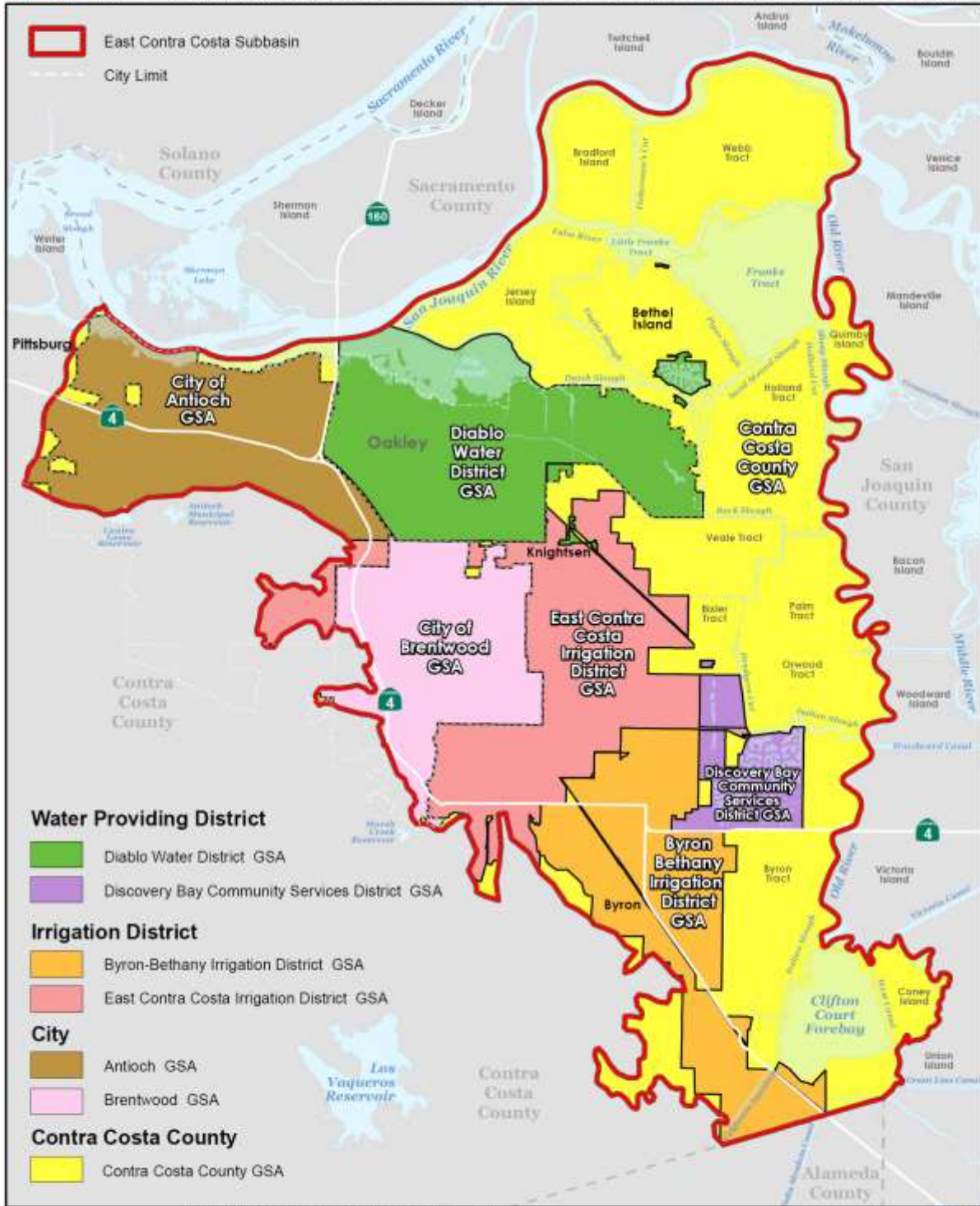
391 By: \_\_\_\_\_ Date: \_\_\_\_\_

392 Michael R. Davies, General Manager

393

**EXHIBIT A**

**Groundwater Sustainability Agencies in the East Contra Costa Subbasin (5-022.19)**



Map created 08/24/2018  
 by Contra Costa County Department of Conservation and Development, GIS Group  
 30 Main Road, Martinez, CA 94553  
 57 58-11 2016 122 07 00 799W

This map or dataset was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Base base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree in read and accept the County of Contra Costa disclaimer of liability for geographic information.





# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

February 5, 2020

**Prepared By:** Monica Gallo, Recreation Programs Supervisor  
**Submitted By:** Michael R. Davies, General Manager

MRD

### Agenda Title

Discussion and Possible Action to Approve Resolution No. 2020-02 Regarding Applying for \$68,804.00 in Grant Funds to Convert Two Tennis Courts to Six Pickleball Courts.

### Recommended Action

Authorize the General Manager to execute any and all documents required to obtain \$68,804 in grant funds to convert two tennis courts to six pickleball courts and approve Resolution No. 2020-02 authorizing an application for the grant funds, adopting a CEQA exemption, approving the project, and directing filing of the Notice of Exemption.

### Executive Summary

#### Background

On March 3, 2010, the Board approved Resolution No. 2010-02 authorizing staff to apply for WW Grant Funds from East Bay Regional Parks District ("EBRPD") in the amount of \$580,453.00.

Funds from EBRPD in the amount of \$400,000 were used by the Town towards the purchase of the Community Center and \$111,649 were used by the Town to replace the playground structure at Cornell Park.

#### Overview

Through Measure WW, an opportunity exists to apply for the remaining \$68,804.00 in grant funding for park and recreation purposes.

Currently, six of eight tennis courts are in acceptable play condition at the Community Center. Tennis courts #3 and #4 were never renovated and are not useable. In fact, these tennis courts are locked for safety reasons and are a blight to the Community Center grounds.

The Parks and Recreation Committee's recommendation is to apply for the WW Grant Funds, and the grant money should be spent to rehabilitate and convert tennis courts #3 and #4 to pickleball courts. Rehabilitation will render the asset useable for recreation purposes, reverse the eyesore, and restore those courts to an attractive and safe condition.

Converting courts #3 and #4 to six pickleball courts would be the best use of the property. According to the USA Pickleball Association (USAPA), pickleball is among the fastest growing sports in the United States and has had a 650 percent increase in players over the last six years. Currently, one of two tennis courts at Cornell Park has been converted to a pickleball court and the number of players is growing. This Board has agreed to allow the pickleball players to renovate the remaining Cornell Park tennis court to pickleball play, provided the cost is borne by the players. The players have formed a local nonprofit, "Discovery Bay Recreation and Sports, Inc.," and, to date, have raised \$30,000.00 through fundraising tournaments.

In meeting with the pickleball players, there is general agreement that converting Community Center tennis courts #3 and #4 to six pickleball courts makes sense. This will allow for more players to engage in the sport, move most play out of the Cornell Park residential neighborhood, and bring more patronage to the Community Center grounds. To make this happen, the "Discovery Bay Recreation and Sports Inc." nonprofit is willing to donate to the Town up to \$30,000.00 to add to the WW grant money, which should be enough to fund the estimated \$75,000 – \$85,000 pickleball conversion cost.

"Continued to the next page"

Based on staff observation, converting two defunct tennis courts to pickleball courts will have no significant impact to tennis court users. Currently, staff is unaware of any formal organized group of tennis players to contact for input. Tennis players self-group and staff has not observed any wait times (including weekends) due to an unavailable court. Should USTA (United States Tennis Association) league play become organized, the typical match would use no more than five of our six courts.

Conclusion

Restoring courts #3 and #4 to tennis play will not serve a current tennis need. Renovating tennis courts #3 & #4 to pickleball play will serve a recreational need and the grant money, coupled with donated money, will be enough funds to make it happen.

California Environmental Quality Act

As required by the California Environmental Quality Act (CEQA), any project performed by a governmental agency must be reviewed for compliance with the laws and regulations of the act. The agency must first determine if the project requires an environmental review or if it is exempt from CEQA. If the agency finds the project exempt, they must approve and file a Notice of Exemption.

Upon review of the Pickleball Conversion project for the Discovery Bay Community Center, Staff found that the improvements were exempt for Categorical reasons. A copy of the Notice of Exemption is attached for your review and possible approval.

**Previous Relevant Board Actions for This Item**

**Attachments**

Notice of Exemption – Tennis Court Conversion to Pickleball Courts at Community Center.  
Resolution No. 2020-02.  
Letter from Discovery Bay Recreation and Sports, Inc.

**AGENDA ITEM: G-5**

## Notice of Exemption

---

TO: Contra Costa County  
Clerk's Office  
555 Escobar Street  
Martinez, CA 94553

From: Town of Discovery Bay  
1800 Willow Lake Rd.  
Discovery Bay, CA 94505

Project Title: Tennis Court Conversion to Pickleball Courts at Community Center

Project Applicant: Town of Discovery Bay, 1800 Willow Lake Road, Discovery Bay, CA 94505

Project Location: 1601 Discovery Bay Blvd, Discovery Bay, CA 94505

Project Location – City: Discovery Bay

Project Location – County: Contra Costa

Description of Nature, Purpose and Beneficiaries of Project:

Conversion of two (2) tennis courts to six (6) pickleball courts located at the Discovery Bay Community Center. The purpose of this project is to add recreational value and a new sport to the residents of Discovery Bay.

Name of Public Agency Approving the Project: Town of Discovery Bay CSD (District)

Name of Lead Agency Carrying Out the Project: Town of Discovery Bay Community Services District 925-634-1733

Exempt Status: (check one)

Ministerial (Sec. 21080(b)(1); 15268);

Declared Emergency (Sec. 21080(b)(3); 15269(a));

Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

Categorical Exemption. State type and section number: Repair to existing public facilities, pursuant to Guidelines for CEQA, Regulation Sec. 15301; Replacement or Reconstruction pursuant to Guidelines for CEQA, Regulation Sec. 15302

Statutory Exemptions. State code number: Public Resources Code Sec. 21080.21, Guidelines for CEQA, Regulation Sec. 15269(b)

Reasons why project is exempt:

15301 – Consists of the operation, repair, maintenance or minor alteration of existing public structure.

15302 – Project consists of reconstruction of existing court structures, where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

Lead Agency

Contact Person: Michael Davies, General Manager Telephone: 925-634-1131

Attached is the certified document of exemption finding.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: General Manager

Signed by Lead Agency

Signed by Applicant

Attached:

Resolution 2020-02





**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION 2020-02**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY,  
AUTHORIZING AN APPLICATION FOR A LOCAL GRANT WITH  
EAST BAY REGIONAL PARK DISTRICT FOR THE PURPOSE OF CONVERTING  
TENNIS COURTS INTO PICKLEBALL COURTS AT THE  
DISCOVERY BAY COMMUNITY CENTER, ADOPTING A CATEGORICAL EXEMPTION  
FOR THE PURPOSES OF SATISFYING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT,  
APPROVING THE PROJECT, AND DIRECTING THE GENERAL MANAGER  
TO FILE A NOTICE OF EXEMPTION WITH THE CONTRA COSTA COUNTY CLERK**

WHEREAS, the Town of Discovery Bay Community Services District ("District") is a government agency organized and existing under the laws of the State of California; and

WHEREAS, the District desires to apply for \$68,804.00 of Measure WW funds to convert two (2) tennis courts to six (6) pickleball courts located at the Discovery Bay Community Center; and

WHEREAS, the Discovery Bay Recreation and Sports, Inc. has committed to donate up to \$30,000 to supplement the grant funds to ensure enough monies are available to fully fund the conversion project; and

WHEREAS, the District is the lead agency under the California Environmental Quality Act ("CEQA") for the Tennis Court Conversion to Pickleball Courts at Community Center Project ("Project"); and

WHEREAS, the Project falls within the categorical exemptions to the California Environmental Quality Act ("CEQA") Repair to existing public facilities, pursuant to Section 15301 (Class 1) of the Guidelines for CEQA; and

WHEREAS, the Project also falls within the categorical exemptions under CEQA, Replacement or Reconstruction, pursuant to Section 15302 (Class 2); and

WHEREAS, the Project is categorically exempt under CEQA as a minor alteration and reconstruction of an existing facility on the same site for substantially the same purpose pursuant to Sections 15301 and 15302 of the Guidelines for CEQA, California Administrative Code of Regulations, Title 14, Chapter 3, Article 19; and

WHEREAS, all other legal prerequisites to the adoption of this resolution have been met.

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

Section 1: The above recitals are true and correct.

Section 2: The General Manager is authorized to apply for a Measure WW Grant in the amount of \$68,804.00 to convert two (2) tennis courts to six (6) pickleball courts located at the Discovery Bay Community Center.

Section 3: The Notice of Exemption prepared for the Project has been completed in accordance with CEQA Guidelines.

Section 4: The Board hereby approves and adopts the Categorical Exemptions for the Tennis Court Conversion to Pickleball Courts at Community Center Project per the State CEQA guidelines.

Section 5: The Board hereby approves the Community Center tennis court conversion to pickleball courts conversion project.

Section 6: The Board hereby directs the General Manager to prepare and file with the County Clerk of Contra Costa County for posing, a "Notice of Exemption" pursuant to California Administrative Code, Title 14, Chapter 3, Section 15062.

Section 7: This Resolution shall take effect immediately upon its adoption.

Section 8: The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 5<sup>TH</sup> DAY OF FEBRUARY 2020.

\_\_\_\_\_  
Bill Pease  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on February 5, 2020, by the following vote of the Board:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Michael R. Davies  
Board Secretary



**DISCOVERY BAY RECREATION AND SPORTS, INC.**  
**P.O Box 1614, DISCOVERY BAY, CA 94505**

Michael R. Davies, General Manager  
Town of Discovery Bay  
1800 Willow Lake Road  
Discovery Bay, CA 94505

January 27, 2020

Dear Mike,

Discovery Bay Recreation & Sports, Inc. will donate up to \$30,000 to be added to the \$68,804 EBRPD WW grant for the sole purpose of converting TODB Community Centers tennis courts 3 & 4 into six pickleball courts (including appropriate fencing). The actual RecSport, Inc. donation amount to be determined based upon the delta amount that is needed above and beyond the \$68,804 to complete the accepted pickleball project bid amount.

Sincerely,

Randi Laforge, President

CC:

Bob Lyman, RecSport Vice President  
Donna Loukatos, RecSport, Treasurer  
Bill Engelman, TODB – Parks & Landscape Manager  
Monica Gallo, TODB – Recreation Programs

---

Charitable organization dedicated to providing support for recreation and sports  
In the Discovery Bay area. Approved as an IRS 501(c)(3) public charity.  
Tax ID #82-4524992

## Attend a Public Meeting

Several public scoping meetings will be held throughout the state as an opportunity to get information, ask questions and submit comments on the scope of the EIR.

FIRST-CLASS MAIL  
POSTAGE & FEES PAID  
DEPT. WATER RESOURCES  
PERMIT NO. 2014

TownOfDiscoveryBay CA  
Received  
JAN 21 2020

**Sacramento** | 2/3/20, 1:00 p.m. - 3:00 p.m. | CA EPA Building | 1001 I Street, Sacramento

**Los Angeles** | 2/5/20, 6:00 p.m. - 8:00 p.m. | Junipero Serra State Building | 320 West Fourth Street, Los Angeles

**Walnut Grove** | 2/10/20, 6:00 p.m. - 8:00 p.m. | Jean Harvie Community Center | 14273 River Road, Walnut Grove

**San Jose** | 2/12/20, 6:00 p.m. - 8:00 p.m. | Santa Clara Valley Water District Board Room | 5750 Almaden Expressway, San Jose

**Stockton** | 2/13/20, 6:00 p.m. - 8:00 p.m. | San Joaquin Council of Governments, Board Room | 555 Weber Avenue, Stockton

**Clarksburg** | 2/19/20, 6:00 p.m. - 8:00 p.m. | Clarksburg Middle School Auditorium | 52870 Netherlands Road, Clarksburg

**Brentwood** | 2/20/20, 6:00 p.m. - 8:00 p.m. | Brentwood Community Ctr, Conference Room | 35 Oak Street, Brentwood

For more information, contact:

Para más información por favor llame al

Để biết thêm thông tin, xin gọi số

Para sa karagdagang impormasyon,

mangyaring tumawag sa

如欲瞭解更多資訊, 請致電

Kom tau lus ghia ntiv, thov hu

សំបុត្រព័ត៌មានផ្សេងៗ សូមទូរស័ព្ទលេខ

1-866-924-9955

BAY, DISCOVERY OF  
1800 WILLOW LAKE RD  
Discovery Bay CA 94505

## Delta Conveyance Environmental Review Initiated and Public Scoping Meetings Scheduled

The Department of Water Resources has released a Notice of Preparation (NOP) for the development of an Environmental Impact Report (EIR) for a proposed single tunnel option to modernize Delta conveyance, initiating the environmental review process under the California Environmental Quality Act (CEQA).

The NOP signals the start of the scoping period, providing an opportunity for public and agency comment on the scope and content of the CEQA review, including the potential environmental impacts of the proposed single tunnel conveyance project and range of alternatives that will be analyzed in the EIR.

**To view the Notice of Preparation and related availability and informational materials, please visit: <https://water.ca.gov/Programs/State-Water-Project/Delta-Conveyance/Environmental-Planning>  
A hard copy of the NOP may be requested via email at: [deltaconveyance@water.ca.gov](mailto:deltaconveyance@water.ca.gov)**

HOW TO COMMENT | Comments Due by March 20, 2020



**Email:** [DeltaConveyanceScoping@water.ca.gov](mailto:DeltaConveyanceScoping@water.ca.gov)



**Mail:** Delta Conveyance Scoping Comments  
Attn: Renee Rodriguez, Department of Water Resources  
P.O. Box 942836 Sacramento, CA 94236



**At a Public Meeting**

*(See dates and locations for all public scoping meetings on reverse side.)*



# Byron Municipal Advisory Council

Linda Thuman, Chair  
Office of Supervisor Diane Burgis  
Contact: Lea Castleberry  
3361 Walnut Blvd., Suite 140  
Brentwood, CA 94513  
Respectfully submitted by:  
Deputy Chief of Staff, Lea Castleberry

*The Byron Municipal Advisory Committee serves as an advisory body to the Contra Costa County Board of Supervisors and the County Planning Agency.*

## Draft Record of Actions

6:00 p.m.

September 24, 2019

**MEMBERS PRESENT:** Chair Thuman, Vice Chair Nisen, Councilmember Larsen, Councilmember Lopez and Councilmember Schmit

**MEMBERS ABSENT:**

**PRESENTATION OF COLORS:** Led by Chair Thuman

**APPROVAL OF AGENDA:** Motion to approve the Agenda as presented by made by Councilmember Schmit. Second by Vice Chair Nisen. Motion carried 5-0. AYES: Larsen, Lopez, Nisen, Schmit and Thuman.

**PUBLIC COMMENTS:** Mark Whitlock – Bethel Island Health & Safety Fair on October 5<sup>th</sup> from 10am – 2pm.

**AGENCY REPORTS:**

- a. **East Contra Costa Fire Protection District:** No Report.
- b. **Office of the Sheriff:** Lea Castleberry provided the activity report for the month of August; new Delta Substation located at the Brentwood Police Department.
- c. **California Highway Patrol:** Officer Donnie Thomas provided the activity report for the month of August.
- d. **Office of Supervisor Diane Burgis:** Lea Castleberry - Byron Community Clean-Up on October 5<sup>th</sup> from 8am – noon and the Free E-Waste Event on October 12<sup>th</sup> at Knightsen School.

**CONSENT ITEMS:**

- a. **Approval of Record of Actions for August 27, 2019:** Motion to correct spelling of Public Comment speaker and approve the Record of Actions made by Councilmember Larsen. Second made by Vice Chair Nisen. Motion carried: 5-0. AYES: Larsen, Lopez, Nisen, Schmit and Thuman.

**PRESENTATIONS:**

- a. None.

**ITEMS FOR DISCUSSION AND/OR ACTION:**

- a. **Discuss Community Donations to the Byron MAC – Account Balance \$541.00:** Lea Castleberry reported the donations came from prior Community Clean-Up Days and have been sitting in a county account. Lea asked the board to consider how this money could be spent in the community and come back to the next Byron MAC meeting with ideas.

**CORRESPONDENCE/ANNOUNCEMENTS:**

- a. R-08/23/19 Contra Costa County Zoning Administrator Agenda for September 4, 2019
- b. R-09/04/19 Contra Costa County Planning Commission Agenda for September 11, 2019
- c. R-09/10/19 Contra Costa County Zoning Administrator Agenda for September 16, 2019
- d. R-09/12/19 Contra Costa County Planning Commission Cancellation Notice for September 25, 2019

**FUTURE AGENDA ITEMS**

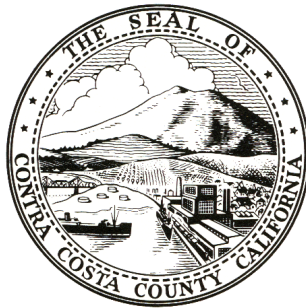
- a. BART Expansion Update
- b. St. Anne's Village Update
- c. Update on Agricultural Building at Excelsior Middle School
- d. Review the DRAFT East Contra Costa Master Trail Plan

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

**ADJOURNMENT**

There being no further business before the Byron Municipal Advisory Council, Chair Thuman adjourned the meeting at 6:25pm. The next scheduled Byron Municipal Council meeting will be held Tuesday, October 22, 2019 at 6:00p.m. located at St. Anne's Church – 2800 Camino Diablo, Room 1A in Byron.

# Byron Municipal Advisory Council



Linda Thuman, Chair  
Office of Supervisor Diane Burgis  
Contact: Lea Castleberry  
3361 Walnut Blvd., Suite 140  
Brentwood, CA 94513  
Respectfully submitted by:  
Deputy Chief of Staff, Lea Castleberry

*The Byron Municipal Advisory Committee serves as an advisory body to the Contra Costa County Board of Supervisors and the County Planning Agency.*

## **Draft Record of Actions – NO QUORUM**

6:02 p.m.

November 26, 2019

**MEMBERS PRESENT:** Chair Thuman and Vice Chair Nisen.

**MEMBERS ABSENT:** Councilmember Larsen, Councilmember Lopez, and Councilmember Schmit.

**PRESENTATION OF COLORS:** Led by Chair Thuman

**APPROVAL OF AGENDA:** NO QUORUM.

**PUBLIC COMMENTS:** None.

### **AGENCY REPORTS:**

- a. **East Contra Costa Fire Protection District:** Director Steve Smith provided an update and overview of the ECCFPD.
- b. **Office of the Sheriff:** Lt. Gacowski provided the activity report for the month of October.
- c. **California Highway Patrol:** Officer Donnie Thomas provided the activity report for the month of October.
- d. **Office of Supervisor Diane Burgis:** Supervisor Burgis Holiday Open House on Thursday, December 5, 2019.

### **CONSENT ITEMS:**

- a. **Approval of Record of Actions for September 24, 2019:** NO QUORUM

### **PRESENTATIONS:**

- a. None.

### **ITEMS FOR DISCUSSION AND/OR ACTION: - NO QUORUM**

- a. **Agency Comment Request LP19-2036 – Applicant (Marin Food Specialties, Inc.) requests approval of a Land Use Permit with a Development Plan for the expanded use of the Marin Food Specialties Food Manufacturing Facility with 7,465 sq. ft. addition to an existing building on the lot.**
- b. **Discuss the forwarding balance of \$541.00 from 2013-2016 Byron Community Clean-Up donations.**
- c. **Consider cancelling the December 24, 2019 Byron MAC meetings for the holiday.**

### **CORRESPONDENCE/ANNOUNCEMENTS:**

- a. R-10/01/19 Contra Costa County Zoning Administrator Agenda for October 7, 2019
- b. R-09/26/19 Contra Costa County Planning Commission Cancellation Notice for October 9, 2019
- c. R-10/17/19 Contra Costa County Zoning Administrator Agenda for October 21, 2019
- d. R-10/17/19 Contra Costa County Planning Commission Agenda for October 23, 2019
- e. R-10/24/19 Contra Costa County Planning Commission Cancellation Notice for November 13, 2019
- f. R-10/24/19 Letter from Supervisor Burgis to Garaventa Enterprises, Inc.
- g. R-10/27/19 Contra Costa County Zoning Administrator Agenda for November 4, 2019
- h. R-11/13/19 Contra Costa County Zoning Administrator Agenda for November 18, 2019
- i. R-11/20/19 Contra Costa County Zoning Administrator Agenda for December 2, 2019

### **FUTURE AGENDA ITEMS**

- a. 2020 Workplan
- b. Rotation of Chair and Vice Chair

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



**ADJOURNMENT**

There being no further business before the Byron Municipal Advisory Council, Chair Thuman adjourned the meeting at 6:48pm. The next scheduled Byron Municipal Council meeting will be held Tuesday, January 28, 2020 at 6:00p.m. located at St. Anne's Church – 2800 Camino Diablo, Room 1A in Byron.

TownOfDiscoveryBay CSD  
Received

JAN 30 2020



**California Special  
Districts Association**

*Districts Stronger Together*

**DATE:** January 27, 2020  
**TO:** CSDA Voting Member Presidents and General Managers  
**FROM:** CSDA Elections and Bylaws Committee  
**SUBJECT: CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS  
SEAT C**

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The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2021 - 2023 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent. (See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

**Commitment and Expectations:**

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.  
*(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).*
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.  
*(CSDA does **not** reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event, however does comp registration for the two events)*
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.  
*(CSDA does **not** reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).*

- Complete Annual Chief Executive Officer Evaluation.

**Nomination Procedures:** Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is March 26, 2020. Nominations and supporting documentation may be mailed, faxed, or emailed.**

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814  
Fax: 916.442.7889  
E-mail: [amberp@csda.net](mailto:amberp@csda.net)

Once received, nominees will receive a candidate's letter in the mail. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

CSDA will begin electronic voting on May 25, 2020. All votes must be received through the system no later than 5:00 p.m. July 10, 2020. The successful candidates will be notified no later than July 14, 2020. All selected Board Members will be introduced at the Annual Conference in Palm Desert, CA in August 2020.

### **Expiring Terms**

(See enclosed map for Network breakdown)

**Northern Network** Seat C-Fred Ryness, Director, Burney Water District\*  
**Sierra Network** Seat C-Pete Kampa, GM, Saddle Creek Community Services District\*  
**Bay Area Network** Seat C-Stanley Caldwell, Director, Mt. View Sanitary District\*  
**Central Network** Seat C-Sandi Miller, GM, Selma Cemetery District\*  
**Coastal Network** Seat C-Vincent Ferrante, Director, Moss Landing Harbor District\*  
**Southern Network** Seat C-Arlene Schafer, Director, Costa Mesa Sanitary District\*  
(\* = Incumbent is running for re-election)

If you have any questions, please contact Amber Phelen at [amberp@csda.net](mailto:amberp@csda.net).

**AGAIN, THIS YEAR!**

**This year we will be using a web-based online voting system, allowing your district to cast your vote easily and securely.** *Electronic Ballots will be emailed to the main contact in your district May 25, 2020. All votes must be received through the system no later than 5:00 p.m. July 10, 2020.*

*Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail [Amberp@csda.net](mailto:Amberp@csda.net) by **March 26, 2020** in order to ensure that you will receive a paper ballot on time.*

CSDA will mail paper ballots on May 25, 2020 per district request only. ALL ballots must be received by CSDA no later than 5:00 p.m. July 10, 2020.

The successful candidates will be notified no later than July 14, 2020. All selected Board Members will be introduced at the Annual Conference in Palm Desert, CA in August 2020.



**California Special  
Districts Association**  
*Districts Stronger Together*

## 2021-2023 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: \_\_\_\_\_

District: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Network: \_\_\_\_\_ (see map)

Telephone: \_\_\_\_\_

(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE DIRECTLY)

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Nominated by (optional): \_\_\_\_\_

**Return this form and a Board resolution/minute action supporting the candidate and Candidate Information Sheet by mail, or email to:**

CSDA  
Attn: Amber Phelen  
1112 I Street, Suite 200  
Sacramento, CA 95814  
(877) 924-2732 (916) 442-7889 fax  
amberp@csla.net

***DEADLINE FOR RECEIVING NOMINATIONS – March 26, 2020***



**California Special  
Districts Association**  
*Districts Stronger Together*

## 2021-2023 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

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

District/Company: \_\_\_\_\_

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

Elected/Appointed/Staff: \_\_\_\_\_

Length of Service with District: \_\_\_\_\_

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

\_\_\_\_\_  
\_\_\_\_\_

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

\_\_\_\_\_  
\_\_\_\_\_

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

\_\_\_\_\_  
\_\_\_\_\_

4. List civic organization involvement:

\_\_\_\_\_  
\_\_\_\_\_

**\*\*Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 26, 2020 will not be included with the ballot.**



California Special Districts Association

# DISTRICT NETWORKS



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## Central Valley Regional Water Quality Control Board

16 January 2020

Michael R. Davies  
General Manager  
Town of Discovery Bay CSD  
18000 Willow Lake Road  
Discovery Bay, CA 94505

Certified Mail  
7019 2280 0001 8956 5039

### **COMPLIANCE EVALUATION INSPECTION REPORT AND NOTICE OF VIOLATION, TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT, WASTEWATER TREATMENT PLANT, CONTRA COSTA COUNTY**

The Town of Discovery Bay Community Services District (Discharger) discharges treated wastewater from its Wastewater Treatment Plant (Facility), which is regulated by Waste Discharge Requirements (WDRs) Order R5-2014-0073-01 (NPDES CA00078590). Central Valley Regional Water Quality Control Board (Board) staff conducted an inspection of the Facility on 11 December 2019 to determine compliance with the WDRs. Board staff found the following violation during the inspection.

#### **Monitoring and Reporting Violation**

The Discharger failed to report an effluent sample result of 41 mg/L for nitrate plus nitrite, which was collected on 5 December 2018 and analyzed on 6 December 2018. The Discharger believed the result was higher than the expected concentration range of 25mg/L to 30 mg/L and requested that the laboratory reanalyze the sample on 19 December 2018. The reanalyzed result for nitrate plus nitrite was 26 mg/L, which was reported in the self-monitoring report (SMR).

Monitoring and Reporting Program (MRP) Section X.B.2 of the WDRs states, in part:

*"If the Discharger monitors any pollutant more frequently than required by this Order, the results of this monitoring shall be included in the calculations and reporting of the data submitted in the SMR."*

Failure to report all analytical results is a violation of MRP Section X.B.2. In the future, please ensure to report all analytical results and if the Discharger believes that there are any analytical issues that invalidate a result, please indicate so in the cover letter of the SMR and flag the result appropriately in CIWQS.

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KARL E. LONGLEY ScD, P.E., CHAIR | PATRICK PULUPA, ESQ., EXECUTIVE OFFICER

11020 Sun Center Drive #200, Rancho Cordova, CA 95670 | [www.waterboards.ca.gov/centralvalley](http://www.waterboards.ca.gov/centralvalley)



By **2 March 2020**, please submit a technical report indicating the actions that have been implemented, or will be implemented, to address the violation cited above and to prevent future similar violations. In addition, please review all effluent data analyzed from January 2016 through December 2019 and report any additional analytical results that were not submitted as invalid data.

If you have any questions, please contact Mohammad Farhad at (916) 464-1181 or at [mfarhad@waterboards.ca.gov](mailto:mfarhad@waterboards.ca.gov).



XUAN LUO, Ph.D., P.E.  
Senior Water Resource Control Engineer  
NPDES Compliance and Enforcement Unit

Enclosures (2): Compliance Evaluation Inspection Report  
Compliance Evaluation Inspection Photo Log

cc: Eric Magnan, USEPA, Region 9, San Francisco  
Berney Sadler, Project Manager II, Discovery Bay  
Contra Costa Environmental Health, Concord



## Central Valley Regional Water Quality Control Board

### NPDES COMPLIANCE EVALUATION INSPECTION (CEI) REPORT

Name and Location of Facility Inspected	Entry Date	Permit Effective Date	Permit Expiration Date										
Town of Discovery Bay CSD Discovery Bay WWTP 2500 Channel Road (Plant 1) and 17501 Highway 4 (Plant 2) Oakley, CA 94561	12/11/19	1 August 2014	31 July 2019 <sup>1</sup>										
	<b>Entry Time</b>	Notified of Inspection?    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>											
	8:15 AM	<b>Name of the individual who provided consent to inspect the Facility:</b>											
Correct Mailing Address?    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Name(s):</td> <td>Berney Sadler</td> </tr> <tr> <td>Title:</td> <td>Chief Plant Operator (CPO)</td> </tr> <tr> <td>Phone:</td> <td>925-634-8137</td> </tr> <tr> <td>Email:</td> <td>berney.sadler@veolia.com</td> </tr> <tr> <td>Address:</td> <td>Same as the Facilities</td> </tr> </table>		Name(s):	Berney Sadler	Title:	Chief Plant Operator (CPO)	Phone:	925-634-8137	Email:	berney.sadler@veolia.com	Address:	Same as the Facilities
Name(s):	Berney Sadler												
Title:	Chief Plant Operator (CPO)												
Phone:	925-634-8137												
Email:	berney.sadler@veolia.com												
Address:	Same as the Facilities												
NPDES Permit Number:    CA0078590													
Order Number:    R5-2014-0073-01													
Type of Facility:    POTW													
Receiving Water Name:    Old River													
County:    Contra Costa													
Current Plant Classification:    III													
<b>Names and Titles of On-Site Representatives</b>													
<u>Name</u>	<u>Title</u>	<u>Phone</u>	<u>Email</u>										
Berney Sadler	CPO	925-634-8137	berney.sadler@veolia.com										
<b>Name and Title of Responsible Official</b>													
<u>Name</u>	<u>Title</u>	<u>Phone</u>	<u>Email</u>										
Berney Sadler	CPO	925-634-8137	berney.sadler@veolia.com										
Does grade level comply with plant classification?			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>										
Does grade level comply with plant classification?			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>										
<b>Inspector Information</b>													
<u>Name</u>	<u>Title</u>	<u>Phone</u>	<u>Email</u>										
Mohammad Farhad	Water Resource Control (WRC) Engineer	(916) 464-1181	mfarhad@waterboards.ca.gov										
Jon Rohrbough	WRC Engineer	(916) 464-4822	jon.rohrbough@waterboards.ca.gov										
<b>Weather and site conditions present during time of inspection:</b>													
Cloudy and scattered showers reported.													

<sup>1</sup> On 5 December 2019, the Central Valley Water Board adopted WDRs Order R5-2019-0082, which became effective 1 February 2020. WDRs Order R5-2014-0073-01 is administratively extended until 1 February 2020.

## PRE-INSPECTION\*

Date of Last Inspection: 30 August 2017

### Effluent Limit and Receiving Water Violations since last inspection

Constituent	Number of Violations	Corrective Action		Notes
		Yes	No	
Total Coliform	4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nitrate plus Nitrite as N	1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Electrical Conductivity	2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

### Description of Corrective Action(s)

1. The Discharger is in process of upgrading the Facility to comply with the final effluent limitation for nitrate.

2. The Discharger has implemented Salinity Minimization Plan to minimize salinity at the Facility.

### Monitoring and Reporting Violations

None

### Note any issues found in the Discharger Monitoring Reports since last inspection

On 9 January 2018 and 23 February 2018, the Discharger reported exceedances of turbidity specification of 2 NTUs.

### Have any spills/bypasses been reported to the Regional Board?

If yes, list dates and times

None

### Describe and permit or TSO/CDO related concerns that might affect the inspection process:

None

\*The information provided in this sheet is for discussion purposes during the inspection only and is not intended to solidify or confirm any enforcement actions the Regional Board may take in the future.

Site Walk Inspection

Treatment Processes in use at the Facility			Described by Permit		Present on Site		Observed Operating		Well Maintained	
			Yes	No	Yes	No	Yes	No	Yes	No
<b>Headworks</b>										
Hycor Screen	No. 1		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Influent flow measurement</b>										
Magnetic flow meter <sup>1</sup>			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parshall Flume			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Composite Sampler:</b> Internal temperature			4.5°C: thermometer was last calibrated on 2 April 2019							
<b>Secondary Treatment - Plant 1<sup>2</sup></b>										
Oxidation	No. 1		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Secondary Clarifier	No. 2		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Secondary Treatment - Plant 2map</b>										
Oxidation	No. 2		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Secondary Clarifier	No. 3		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Secondary Treatment</b>										
Pond/Stabilization Basin/Storage										
Ponds Aerated/Facultative	No. 2		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Emergency Storage Ponds	No. 1		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Freeboard:</b> Over two feet										

**Notes:**

1. The Magnetic flow meter is used for internal process control and as a backup when parshall flume goes off-line.
2. Plant 1 is no longer in operation but used as an emergency backup.

Site Walk Inspection (continued)

Treatment Processes in use at the Facility	Described by Permit		Present on Site		Observed Operating		Well Maintained		
	Yes	No	Yes	No	Yes	No	Yes	No	
<b>Filtration</b>									
Sand Filters	No. 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Disinfection</b>									
Ultraviolet Disinfection		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Channels	No. 2 Banks			No.8		#Lamps/Banks		No. 64	
Cleaning Frequency	1/quarter or as needed								
<b>Effluent flow measurement(s)</b>									
Magnetic Flow meter		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Composite Sampler: Internal temperature:	3°C: thermometer was last calibrated on 2 April 2019								
<b>Biosolids</b>									
<b>Digestion</b>		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>						
Anaerobic Digester	No: 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Dewatering</b>		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>						
Belt filter press	No. 3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Drying Beds</b>		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>						
Solar Drying Bed	No.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Land application<sup>1</sup></b>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Areas No./acres	25 acres								

**Notes:**

- The Discharger no longer uses the disposal area to spread dried biosolids. Instead, all dried biosolids are hauled off site to Synagro Ranch.

Site Walk Inspection (continued)

**Chemicals on site**

	SDS		Secondary Containment	
	Yes	No	Yes	No
1. Polymer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Operations and Maintenance**

	Yes	No
Maintenance program appears to be in place and being followed	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Emergency Operations**

Is auxiliary power available?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are there alarm systems for power and equipment failure?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are treatment controls procedures establish for emergencies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Miscellaneous**

Does the facility appear well operated and maintained?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do biosolids drying beds include leachate and runoff control?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do biosolids storage area include leachate and runoff control?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is public access restricted from the facility?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Notes:**

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RECORDS AND REPORTS

	Yes	No	N/A
Current NPDES permit available on-site	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Permit modifications/amendments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Compliance orders	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Influent flow meter calibration available on-site	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date of last calibration: 12 March 2019			
Calibration performed by: ASCII Instrument Calibration Service			
Effluent flow meter calibration available on-site	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date of last calibration: 11 February 2019			
Calibration performed by: ASCII Instrument Calibration Service			
2017/18 Annual Operations Reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintenance records and logbook	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operation and maintenance (O&M) manual	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the Facility staffing requirement described in the O&M manual?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is the Facility staffed in accordance with the O&M manual?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Standard operating procedures (SOPs)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Biosolids disposal Documentation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laboratory Bench Sheets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monthly SMR Reports (March 2019, April 2019, and May 2019)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operation logbooks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How are records maintained? Electronic <input type="checkbox"/> Pen <input checked="" type="checkbox"/> Pencil <input type="checkbox"/>			
Are all records and reports required by the permit are organized and available?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Auxiliary Power check log records <sup>1</sup>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Air Board permit number: 13197			
Facility Class: III			
Number of operators: 4			
Chief plant operator: Berney Sadler Grade V			

**Notes:**

1. Auxiliary power logs were not reviewed during the inspection.

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**RECORDS AND REPORTS (continued)**

**Constituents analyzed on-site<sup>1</sup>:**

- 1. Dissolved Oxygen
- 2. Electrical conductivity
- 3. pH
- 4. Total suspended solids
- 5. Settable solids
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_

Reported data is consistent with analytical results?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Contract laboratory records and chains of custody available?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Any transcription errors were identified during inspection?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Any expired standard/reagent were identified during inspection?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

**Onsite Laboratory Certification**

Certification Number: N/A

Expiration date: \_\_\_\_\_

**Notes:**

- 1. All of the constituents that are analyzed on-site are for process control. The Discharger uses a contract laboratory to collect and analyze all of the samples required by WDRs.
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### FINAL EFFLUENT AND RECEIVING WATER

**Appearance of final effluent****Yes      No**

The effluent was viewed during the inspection

cloudy

contained color

clear

sheens present

scum present

foam present

other:

**Effluent characterization**

Flow measurement location is representative of the actual discharge

Flow measurement devices designed to comply with permit requirements

      **Appearance of the Receiving Water**

The receiving water was viewed during the inspection

Compare upstream and downstream conditions. Check only those that differ:

foam or sheens present

distinctly visible plume

presence of snails

erosion at the discharge location

presence of bottom deposits

filamentous algae growths

microbial layers on aquatic plants

Other:

      **Notes:**


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**Figure 1:** All influent flow is sent to Plant 2. Plant 1 is currently not in operation.



**Figure 2:** The Magnetic influent flow meter measures flow coming from Plant 1. The flow meter is used for internal process control and as a backup in case the Parshall Flume goes off-line.



**Figure 3:** Mechanical grit removal located at the headworks of Plant 2 appeared in good working condition.



**Figure 4:** One of the two Oxidation ditches located in Plant 2 appeared in good working condition during the inspection.



**Figure 5:** Splitter box located in Plant 2 which splits flow between three secondary clarifiers.



**Figure 6:** One of the three secondary clarifiers, located in Plant 2, appeared to be in good working condition.



**Figure 7:** Inside view of one of the sand filters.



**Figure 8:** The Facility has two UV disinfection channels.



**Figure 9:** Pond 2 located in Plant 2.



**Figure 10:** One of the four active solar dryers.



**Figure 11:** Oxidation ditch located at Plant 1. Currently, Plant 1 is not being used.



**Figure 12:** Old River discharge location.