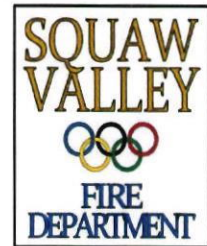




SQUAW VALLEY PUBLIC SERVICE DISTRICT



BOARD OF DIRECTORS MEETING AGENDA

Tuesday, February 25, 2020 at 8:30 A.M.

305 SQUAW VALLEY ROAD, COMMUNITY ROOM, OLYMPIC VALLEY, CA

Finance Committee meets on Monday, February 24, 2020 at 4:00 P.M., Room 212
to review finance-related items on this agenda.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Board Secretary at 530-583-4692 at least 48 hours preceding the meeting.

Documents presented for an open session to the governing body after distribution of the agenda packet are available for public inspection at the District office during normal District business hours and at the meeting.

Times are approximate. The District's Board of Directors may take formal action on any item.

A. Call to Order, Roll Call & Pledge of Allegiance.

B. Community Informational Items. These non-action agenda items are dedicated to facilitate communications and share information within the Olympic Valley. The organizations include, but are not limited to:

- | | |
|-----------------------------------|--|
| B-1 Friends of Squaw Creek | B-6 Squaw Valley Property Owners Assn. |
| B-2 Friends of Squaw Valley | B-7 Mountain Housing Council |
| B-3 Squaw Valley Design Review | B-8 Tahoe Truckee Sanitation Agency |
| B-4 Squaw Valley MAC | B-9 Capital Projects Advisory (CAP) |
| B-5 Squaw Valley Mutual Water Co. | B-10 Olympic Valley Firewise Community |

C. Public Comment / Presentation. Members of the public may address the board on items not on this agenda for up to three minutes; however, any matter that requires action by the governing body will, unless an emergency exists, be referred to staff for a report and possible action at a subsequent Board of Directors meeting.

D. Financial Consent Agenda. All items listed under this agenda item will be approved by one motion. These items are routine, non-controversial, and the finance-related items have been reviewed by the Finance Committee. There will be no separate discussion of these items unless a member of the audience, board or staff requests removal of an item for separate consideration. Any item removed for discussion will be considered after approval of the remaining Consent Agenda items.

- D-1 Operating Account Check Register
- D-2 Operations Enterprise Fund, Revenue vs. Expenditure/Balance Sheet
- D-3 Fire Government Fund, Revenue vs. Expenditure/Balance Sheet
- D-4 Capital Reserve Fund Balance Sheet/Income Statement
- D-5 Combined Revenues/Expenditures/Balance Sheet
- D-6 Fund Balance Statement
- D-7 Bike Trail Snow Removal, Revenue vs. Expenditure
- D-9 Progress Payment – Holdrege & Kull – Truckee River Siphon Geotechnical Support

D-10 Progress Payment – Pro-Pipe – 2019 Sewer Television Inspection Project

E. Approve Minutes.

E-1 Minutes for the Regular Board of Directors meeting of January 28, 2020

F. Old and New Business. Members of the public may address the board on each agenda item, up to three minutes or longer based on direction from the Board President.

F-1 Introduce Ordinance 2020-01 “Adopting a Fire and Life Safety Cost Recovery Schedule”

Information Only: Perform first reading of Ordinance 2020-01 and accept public comment.

F-2 Introduce Ordinance 2020-02 “Adopting Revisions to the District Administrative Code Chapter 2– Sanitary Sewer Service Code”

Information Only: Perform first reading of Ordinance 2020-02 and accept public comment.

F-3 Award contract for 1810 Facility Roof Replacement Project

Proposed Action: Review item, accept public comment, approve contract and authorize the General Manager to execute all contractual documents.

F-4 Budget Preparation Schedule

Information Only: Review item and accept public comment.

F-5 California Special Districts Association (CSDA) – Board of Directors Nominations Seat C

Proposed Action: Review item, accept public comment and nominate a candidate as desired.

F-6 Parental Leave Laws and Policies

Information Only: Review item and accept public comment.

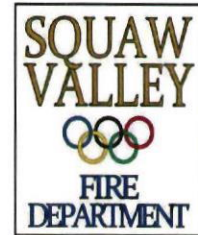
G. Management Status Reports.

- G-1 Fire Department Report
- G-2 Water & Sewer Operations Report
- G-3 Engineering Report
- G-4 Administration & Office Report
- G-5 General Manager Report
- G-6 Legal Report (verbal)
- G-7 Directors’ Comments (verbal)

H. Adjourn.



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H. Adjourn.

Tahoe-Truckee ~~S~~ ~~an~~ ~~ion~~ Agency
Monitoring and Reporting Program No. 2002-0030
WDID Number 6A290011000
Flow Monitoring Within Collection System: Flow Measurement
Squaw Valley Public Service District

DATE	SVPSD Daily Flow MG	SVPSD 7 day Avg Flow MGD	SVPSD Peak Flow MGD
<i>January 2020</i>			
01/01/2020	0.418	0.424	0.824
01/02/2020	0.424	0.433	0.869
01/03/2020	0.408	0.433	0.750
01/04/2020	0.382	0.424	0.722
01/05/2020	0.288	0.402	0.595
01/06/2020	0.215	0.372	0.449
01/07/2020	0.199	0.333	0.444
01/08/2020	0.193	0.301	0.407
01/09/2020	0.201	0.269	0.342
01/10/2020	0.229	0.244	0.523
01/11/2020	0.324	0.236	0.646
01/12/2020	0.273	0.233	0.628
01/13/2020	0.208	0.232	0.347
01/14/2020	0.214	0.235	0.481
01/15/2020	0.219	0.238	0.370
01/16/2020	0.204	0.239	0.532
01/17/2020	0.251	0.242	0.421
01/18/2020	0.376	0.249	0.847
01/19/2020	0.374	0.264	0.727
01/20/2020	0.287	0.275	0.819
01/21/2020	0.175	0.269	0.495
01/22/2020	0.195	0.266	0.412
01/23/2020	0.214	0.267	0.359
01/24/2020	0.280	0.272	0.458
01/25/2020	0.372	0.271	0.655
01/26/2020	0.334	0.265	0.629
01/27/2020	0.237	0.258	0.440
01/28/2020	0.213	0.264	0.481
01/29/2020	0.213	0.266	0.407
01/30/2020	0.234	0.269	0.669
01/31/2020	0.268	0.267	0.463
SUMMARY			
AVG	0.272	0.291	0.555
MAX	0.424	0.433	0.869
MIN	0.175	0.232	0.342



SQUAW VALLEY PUBLIC SERVICE DISTRICT

Operating Account Check Register

February 29, 2020

Check Register for Board Packet:



Check #	Check Date	Name	Module	Amount
47774	2/7/2020	A-1 National Fire Co.	AP	975.50
47775	2/7/2020	Andregg Psomas	AP	2,220.00
47776	2/7/2020	AT&T	AP	1,216.70
47777	2/7/2020	Burtens Fire, Inc	AP	92.86
47778	2/7/2020	Capitol Elevator Company, Inc.	AP	3,936.00
47779	2/7/2020	Costamagna, Angela M	AP	675.00
47780	2/7/2020	Cranmer Engineering, Inc.	AP	105.00
47781	2/7/2020	Creekside Electrical	AP	3,423.98
47782	2/7/2020	Dell Marketing L.P.	AP	9,790.20
47783	2/7/2020	Delta Fire Systems, Inc.	AP	490.00
47784	2/7/2020	Farr West Engineering	AP	1,332.50
47785	2/7/2020	Gooding, Kurt	AP	12.99
36	2/7/2020	Hunt & Sons, Inc.	AP	1,078.06
7	2/7/2020	KME Fire Apparatus- Cali Branch	AP	63.75
47788	2/7/2020	Konica Minolta Business Solutions USA, Inc.	AP	223.99
47789	2/7/2020	Liberty Utilities	AP	5,851.14
47790	2/7/2020	Life Assist	AP	236.76
47791	2/7/2020	LINA	AP	186.78
47792	2/7/2020	LINA	AP	109.63
47793	2/7/2020	Livezey, Tyler	AP	233.10
47794	2/7/2020	Mountain Hardware & Sports	AP	20.06
47795	2/7/2020	Office Depot	AP	102.03
47796	2/7/2020	Petty Cashier -Danielle Grindle	AP	395.68
47797	2/7/2020	Praxair Distribution, Inc.	AP	69.01
47798	2/7/2020	Professional Communications	AP	42.40
47799	2/7/2020	Professional Pipe Services	AP	48,199.06
47800	2/7/2020	Silver State Labs-Reno	AP	20.00
47801	2/7/2020	Springbrook National Users Group, Inc	AP	1,300.00
47802	2/7/2020	Springbrook Software, Inc	AP	3.00
47803	2/7/2020	Standard Insurance Company	AP	1,450.44
47804	2/7/2020	Standard Insurance Company	AP	705.84
47805	2/7/2020	Stantec Consulting Services	AP	71.00
47806	2/7/2020	Tahoe Supply Company LLC	AP	114.45
47807	2/7/2020	Thatcher Company, Inc.	AP	1,616.42
47808	2/7/2020	Thomas S Archer	AP	3,200.00
47809	2/7/2020	Truckee Tahoe Propane	AP	2,671.39
47810	2/7/2020	Verizon Wireless	AP	602.93
47811	2/7/2020	Walde, Hans	AP	88.43
12	2/7/2020	Weco Industries, Inc.	AP	361.00
3	2/7/2020	Western Nevada Supply Co.	AP	136.66
47814	2/13/2020	ARAMARK	AP	37.52



SQUAW VALLEY PUBLIC SERVICE DISTRICT

Operating Account Check Register

February 29, 2020

Check Register for Board Packet:



Check #	Check Date	Name	Module	Amount
47815	2/13/2020	Asher, Jessica	AP	51.44
47816	2/13/2020	Coffee Connexion	AP	80.00
47817	2/13/2020	Curtis & Sons, L. N.	AP	225.23
47818	2/13/2020	Dept of Forestry & Fire Prot.	AP	9,762.46
47819	2/13/2020	Hunt & Sons, Inc.	AP	690.67
47820	2/13/2020	Kansas City Life Group Benefits	AP	2,196.07
47821	2/13/2020	KME Fire Apparatus- Cali Branch	AP	395.24
47822	2/13/2020	Konica Minolta Business Solutions USA, Inc.	AP	123.86
47823	2/13/2020	Laura Moriarty	AP	1,000.00
47824	2/13/2020	Municipal Maintenance	AP	766.02
47825	2/13/2020	O'Reilly Auto Parts	AP	1,876.94
47826	2/13/2020	Sierra Controls, LLC	AP	1,285.61
47827	2/13/2020	Swigards Hardware	AP	5.14
47828	2/13/2020	SWRCB-DWOCF	AP	140.00
47829	2/13/2020	Tahoe Forest Health System	AP	125.08
47830	2/13/2020	Tahoe Supply Company LLC	AP	198.70
47831	2/13/2020	Tahoe Truckee Sierra Disposal	AP	236.67
47832	2/13/2020	Teleflex	AP	602.38
47833	2/13/2020	Thatcher Company, Inc.	AP	2,500.71
47834	2/13/2020	Truckee Tahoe Propane	AP	7,194.80
47835	2/13/2020	U.S. Bank Corp Payment System	AP	3,422.85
47836	2/13/2020	Uline	AP	1,798.89
47837	2/13/2020	USA BlueBook	AP	983.77
47838	2/13/2020	Western Nevada Supply Co.	AP	1,476.30
47839	2/13/2020	Wright, Mike	AP	191.90
				130,791.99

66



SQUAW VALLEY PUBLIC SERVICE DISTRICT

Operating Account Check Register

February 29, 2020

Check Register for Board Packet:



Check #	Check Date	Name	Module	Amount
Electronic/ ACH Payments				
	2/7/20	Payroll Taxes		43,742.82
	2/7/20	Payroll Direct Deposits		80,028.51
	2/7/20	BRI- Café Plan Payment		1,355.77
	2/7/20	Union Dues Payment		463.62
	2/7/20	CalPERS 457 Payment		2,610.00
	2/7/20	CalPERS Pension Payment		27,269.26
	2/7/20	MassMutual 457 Payment		5,651.93
	2/7/20	CalPERS Medical Insurance		27,865.60
	2/21/20	Payroll Taxes		44,004.91
	2/21/20	Payroll Direct Deposits		85,295.33
	2/21/20	BRI- Café Plan Payment		1,355.77
	2/21/20	Union Dues Payment		464.64
	2/21/20	CalPERS 457 Payment		2,610.00
	2/21/20	CalPERS Pension Payment		27,605.55
	2/21/20	MassMutual 457 Payment		5,651.93
				<hr/>
				355,975.64
Total Cash Disbursements				<hr/>
				486,767.63



SQUAW VALLEY PUBLIC SERVICE DISTRICT
REVENUES & EXPENDITURES
January 31, 2020

Exhibit D-2
2 Pages



	ENTERPRISE OPERATIONS						CONSOLIDATED				YTD Prior Year Jan-19	Over/ (under) from PY			
	Water Actual YTD Jan-20	Water Budget YTD Jan-20	Over/ (under) YTD	Sewer Actual YTD Jan-20	Sewer Budget YTD Jan-20	Over/ (under) YTD	Garbage Actual YTD Jan-20	Garbage Budget YTD Jan-20	Over/ (under) YTD	Actual YTD			Total Budget	Remaining Budget	YTD % to Budget
	Rate Revenue	1,946,566	1,960,538	(13,972)	1,476,772	1,472,857	3,915	268,197	268,193	4			3,691,535	3,701,588	10,053
Tax Revenue	5,833	5,833	-	5,833	5,833	-	-	-	-	11,667	20,000	8,333	58.3%	68,542	(56,875)
Rental Revenue	18,555	18,462	92	18,555	18,462	92	-	-	-	37,109	63,299	26,190	58.6%	34,007	3,103
Bike Trail	10,456	10,455	1	10,456	10,455	1	-	-	-	20,911	46,000	25,089	45.5%	20,908	3
Mutual Water Company	58,835	59,799	(963)	-	-	-	-	-	-	58,835	102,512	43,677	57.4%	62,998	(4,163)
Billable Wages & Capital Labor	12,853	18,225	(5,372)	48,542	18,225	30,318	-	-	-	61,395	62,485	1,091	98.3%	27,358	34,036
Grants	-	-	-	-	-	-	-	-	-	-	16,667	16,667	0.0%	-	-
Administration	9,279	27,587	(18,308)	9,279	27,587	(18,308)	-	-	-	18,558	94,583	76,025	19.6%	10,387	8,171
Dedications	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	167,596	(167,596)
Total Revenue	2,062,376	2,100,898	(38,521)	1,569,436	1,553,418	16,018	268,197	268,193	4	3,900,010	4,107,134	207,125	95.0%	3,859,461	40,549
Salaries & Wages	443,143	398,379	44,764	359,917	380,879	(20,962)	991	-	991	804,051	1,335,870	531,819	60.2%	728,962	75,089
Employee Benefits	329,036	318,537	10,499	299,755	312,866	(13,111)	264	-	264	629,055	1,082,404	453,349	58.1%	677,262	(48,207)
Billable Wages & Capital Labor	12,853	18,225	(5,372)	48,542	18,225	30,318	-	-	-	61,395	62,485	1,091	98.3%	27,358	34,036
Materials & Supplies	41,954	23,333	18,620	7,206	7,000	206	-	-	-	49,160	52,000	2,840	94.5%	32,799	16,361
Maintenance Equipment	12,220	11,579	641	3,076	5,163	(2,087)	-	-	-	15,296	28,700	13,404	53.3%	15,124	172
Facilities: Maintenance & Repairs	13,050	20,354	(7,303)	7,901	10,525	(2,624)	-	-	-	20,951	52,934	31,983	39.6%	19,746	1,205
Training & Memberships	11,680	9,246	2,434	7,197	4,871	2,326	-	-	-	18,877	24,200	5,323	78.0%	12,921	5,956
Vehicle Repair/Maintenance	13,512	12,221	1,291	12,946	12,221	725	-	-	-	26,458	41,900	15,442	63.1%	19,440	7,018
Garbage Contract	-	-	-	-	-	-	151,416	150,534	881	151,416	258,059	106,643	58.7%	142,940	8,476
Board Expenses	13,517	16,275	(2,758)	13,517	16,275	(2,758)	-	-	-	27,034	55,800	28,766	48.4%	21,421	5,613
Consulting	13,612	30,584	(16,972)	13,612	30,584	(16,972)	-	-	-	27,224	104,860	77,636	26.0%	28,429	(1,205)
Insurance	14,408	14,754	(346)	14,408	14,754	(346)	-	-	-	28,817	50,586	21,769	57.0%	25,903	2,913
Rents/Licenses & Permits	12,184	11,599	585	12,184	11,599	585	-	-	-	24,369	39,768	15,399	61.3%	20,133	4,235
Office Expenses	9,916	15,401	(5,484)	9,916	15,401	(5,484)	-	-	-	19,833	52,802	32,969	37.6%	20,681	(849)
Travel, Meetings & Recruitment	2,613	4,856	(2,243)	2,613	4,856	(2,243)	-	-	-	5,227	16,650	11,423	31.4%	4,358	869
Utilities	42,401	45,136	(2,735)	21,438	18,956	2,482	-	-	-	63,839	109,872	46,033	58.1%	58,091	5,748
Park & Bike Trail	12,346	6,304	6,042	12,346	6,304	6,042	-	-	-	24,691	21,612	(3,079)	114.2%	10,492	14,199
Interest & Misc	10,197	10,728	(531)	10,197	10,728	(531)	-	-	-	20,394	36,782	16,388	55.4%	22,987	(2,593)
Transfer to/from Capital Resv	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	-	-
Total Expenses	1,008,643	967,510	41,133	856,772	881,205	(24,433)	152,670	150,534	2,136	2,018,086	3,427,284	1,409,199	58.9%	1,889,049	129,036
Operating Surplus (Deficit)	1,053,733	1,133,388	(79,655)	712,664	672,213	40,451	115,527	117,659	(2,132)	1,881,924	679,850			1,970,412	(88,487)
Depreciation	182,778	190,030	(7,252)	182,778	190,030	(7,252)	-	-	-	365,557	651,531	285,975	56.1%	394,751	(29,194)
Net Surplus (Deficit)	870,955	943,358	(72,403)	529,886	482,183	47,703	115,527	117,659	(2,132)	1,516,368	28,319			1,575,661	(59,293)

58.3% of the Budgeted Year Expended

Highlights

- **Revenue** year to date is at \$3.9 million. This is an increase of prior year by approximately \$41K, mostly due to rate increases. There was also a water line dedication in the prior year which is not a regular occurrence.
 - **Salaries & Wages** Are over budget in the Water Department and under budget in the Sewer Department. In total we are over budget. This is due to the hiring of an addition Operations Trainee that was not planned. Billable wages are reimbursable. Capital Labor relates to capital projects and are not expensed. Year to date we have billed out or capitalized more labor costs than plan, mostly due to the Siphon project. Wages spent on OMP are included in salaries in wages. Year to date we have spent \$9,443 in labor.
 - **Materials and Supplies** relates primarily to caustic soda purchases. Caustic soda purchases and delivery fees have increased since the prior provider was bought out.
 - **Vehicle Repair/Maintenance** is over budget due to new tires for the VacCon and a fork for the backhoe. The annual maintenance is also always done in December/January. These are budgeted items.
 - **Rents/Licenses & Permits** consists of bank fees as well as many contracts such as accounting software, CSDA, Vuweworks and our copier.
 - **Park & Bike Trail** consists of legal fees and meeting expenses related to the Olympic Meadow Property which was not budgeted. There was also \$11,683 related to bike trail.
 - **Interest & Misc** consists of interest due on the building loan as well as payments we make for the toilet rebate.
- In total we are 58% through the year. Revenues are at 95% of the budget and expenses are at 59%. Compared to prior year at this time, our net surplus is \$59K lower.



SQUAW VALLEY PUBLIC SERVICE DISTRICT
ENTERPRISE BALANCE SHEET
January 31, 2020



	Balance Jan-20	Balance Dec-19	Change Prior Month	Balance Jan-19	Change Prior Year
ASSETS					
Current Assets					
Cash	627,894	395,468	232,426	356,527	271,368
Accounts Receivable	143,275	160,631	(17,356)	135,953	7,322
Prepaid Expenses	285,401	340,240	(54,839)	323,991	(38,589)
Total Current Assets	1,056,571	896,339	160,232	816,470	240,100
Noncurrent Assets					
Open Projects	2,306,373	2,292,891	13,482	926,976	1,379,397
Property, Plant, & Equipment	25,409,409	25,409,048	361	25,179,092	230,318
Accumulated Depreciation	(17,357,576)	(17,305,354)	(52,222)	(16,896,266)	(461,311)
Intercompany	1,033,458	1,407,803	(374,345)	2,700,563	(1,667,106)
Total Noncurrent Assets	11,391,664	11,804,388	(412,724)	11,910,366	(518,701)
Deferred Outflows					
Deferred Outflows - Pension	1,274,214	1,274,214	-	903,146	371,068
Deferred Outflows - OPEB	10,507	10,507	-	9,551	955
Total Deferred Outflows	1,284,720	1,284,720	-	912,697	372,023
Total Assets	13,732,955	13,985,447	(252,492)	13,639,533	93,422
LIABILITIES					
Current Liabilities					
Accounts Payable	93,255	20,999	72,256	18,078	75,176
Accrued Expenses	213,245	247,259	(34,014)	216,654	(3,409)
Payroll Liabilities	264,659	230,516	34,143	205,674	58,985
Current Portion-Building loan	91,097	91,097	-	88,161	2,936
Total Current Liabilities	662,255	589,870	72,385	528,568	133,688
Long-Term Liabilities					
Building & Land Loans	846,905	846,905	-	938,002	(91,097)
PERS LT Liability	2,650,101	2,650,101	-	2,697,379	(47,278)
Other Post Employment Benefits	344,576	344,576	-	337,316	7,260
Total LT Liabilities	3,841,582	3,841,582	-	3,972,697	(131,115)
Deferred Inflows					
Deferred Inflows - Pension	185,521	185,521	-	150,759	34,763
Deferred Inflows - OPEB	11,147	11,147	-	-	11,147
Total Deferred Inflows	196,669	196,669	-	150,759	45,910
Total Liabilities	4,700,506	4,628,121	72,385	4,652,024	48,483
NET POSITION					
Investment in Capital Assets	7,516,082	7,516,082	-	7,411,849	104,233
Current Year Net Income	1,516,367	1,841,244	(324,877)	1,575,661	(59,293)
Total Net Position	9,032,449	9,357,326	(324,877)	8,987,510	44,939
Total Liabilities and Net Position	13,732,955	13,985,447	(252,492)	13,639,533	93,422



SQUAW VALLEY PUBLIC SERVICE DISTRICT
REVENUES & EXPENDITURES
January 31, 2020



FIRE DEPARTMENT OPERATIONS

	Actual YTD Jan-20	Budget YTD Jan-20	Over/ (under) YTD	Total Budget	Remaining Budget	YTD % to Budget	Actual YTD Jan-19	Over/ (under) to PY
Rate Revenue	-	-	\$ -		\$ -	0.0%	-	\$ -
Tax Revenue	\$ 2,065,715	\$ 2,065,715	\$ (0)	\$ 3,541,225	\$ 1,475,510	58.3%	\$ 1,990,915	\$ 74,800
Strike Team/ /Station 22 Revenue	\$ 31,877	\$ 29,167	\$ 2,710	\$ 50,000	\$ 18,123	63.8%	\$ 454,818	\$ (422,942)
Rental Revenue	\$ 18,278	\$ 18,463	\$ (185)	\$ 31,650	\$ 13,372	57.7%	\$ 16,750	\$ 1,528
Administration	\$ 2,243	\$ 6,118	\$ (3,875)	\$ 10,488	\$ 8,245	21.4%	\$ 740	\$ 1,503
Total Revenue	\$ 2,118,112	\$ 2,119,462	\$ (1,350)	\$ 3,633,363	\$ 1,515,251	58.3%	\$ 2,463,223	\$ (345,111)
Salaries & Wages	\$ 1,013,441	\$ 951,518	\$ 61,924	\$ 1,606,216	\$ 592,775	63.1%	\$ 891,494	\$ 121,947
Employee Benefits	\$ 695,920	\$ 698,189	\$ (2,269)	\$ 1,192,089	\$ 496,169	58.4%	\$ 770,363	\$ (74,443)
Billable Wages & Benefits	\$ 25,519	\$ -	\$ 25,519	\$ -	\$ -	0.0%	\$ 322,494	\$ (296,975)
Admin Salaries & Benefits	\$ 185,138	\$ 179,364	\$ 5,774	\$ 307,481	\$ 122,343	60.2%	\$ 175,157	\$ 9,981
Materials & Supplies	\$ 9,246	\$ 17,223	\$ (7,977)	\$ 29,525	\$ 20,279	31.3%	\$ 15,874	\$ (6,628)
Maintenance Equipment	\$ 6,408	\$ 11,045	\$ (4,638)	\$ 18,935	\$ 12,527	33.8%	\$ 7,480	\$ (1,072)
Facilities: Maintenance & Repairs	\$ 13,252	\$ 19,163	\$ (5,910)	\$ 32,850	\$ 19,598	40.3%	\$ 14,064	\$ (812)
Training & Memberships	\$ 15,933	\$ 25,795	\$ (9,862)	\$ 44,220	\$ 28,287	36.0%	\$ 24,349	\$ (8,416)
Vehicle Repair/Maintenance	\$ 10,041	\$ 17,675	\$ (7,634)	\$ 30,300	\$ 20,259	33.1%	\$ 12,158	\$ (2,117)
Board Expenses	\$ 9,011	\$ 10,850	\$ (1,839)	\$ 18,600	\$ 9,589	48.4%	\$ 7,079	\$ 1,932
Consulting	\$ 14,200	\$ 14,429	\$ (229)	\$ 24,736	\$ 10,536	57.4%	\$ 9,829	\$ 4,372
Insurance	\$ 20,168	\$ 17,575	\$ 2,592	\$ 30,129	\$ 9,961	66.9%	\$ 17,048	\$ 3,119
Rents/Licenses & Permits	\$ 34,898	\$ 40,387	\$ (5,489)	\$ 69,235	\$ 34,337	50.4%	\$ 29,192	\$ 5,706
Office Expenses	\$ 10,632	\$ 9,683	\$ 948	\$ 16,600	\$ 5,968	64.0%	\$ 7,106	\$ 3,526
Travel, Meetings & Recruitment	\$ 13,386	\$ 14,000	\$ (614)	\$ 24,000	\$ 10,614	55.8%	\$ 5,324	\$ 8,062
Utilities	\$ 24,837	\$ 25,041	\$ (204)	\$ 42,927	\$ 18,090	57.9%	\$ 23,549	\$ 1,288
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -
Total Expenses	\$ 2,102,030	\$ 2,051,937	\$ 50,093	\$ 3,487,843	\$ 1,411,332	60.3%	\$ 2,332,561	\$ (230,531)
Operating Surplus (Deficit)	\$ 16,082	\$ 67,525	\$ (51,443)	\$ 145,520			\$ 130,662	\$ (114,580)
Depreciation	\$ 142,718	\$ 138,299	\$ 4,419	\$ 237,084	\$ 94,366	60.2%	\$ 133,758	\$ 8,961
Net Surplus (Deficit)	\$ (126,636)	\$ (70,774)	\$ (55,862)	\$ (91,564)			\$ (3,096)	\$ (123,540)

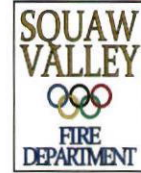
58.3% of the Budgeted Year Expended

Highlights

- Revenue** is at \$2.1M for the year. This is on plan and \$345K less than prior year due to fewer strike teams year to date.
- Salaries & Wages** are over budget mostly due to overtime. We have less part-time available staff. Also more vacations are taken when it is a low fire season which requires overtime to cover shifts.
- Employee Benefits** are in line with budget.
- Admin Salaries & Benefits**: One third of the administration salaries are allocated to the Fire Department.
- Consulting** consists mostly of the annual audit that was completed in November.
- Insurance** consists of our property and liability insurance with SDRMA. Rates increased this year by 11%.
- Office Expenses** are over budget year to date mostly due to timing. The fire department replaced two computers.
- In total we are 58% through the year. Revenues are at 58% of the budget and expenses are at 60%.
- Compared to prior year at this time, our net surplus is \$124K lower. This is mostly due to not assisting in wildland fires year to date.



SQUAW VALLEY PUBLIC SERVICE DISTRICT
GOVERNMENTAL BALANCE SHEET
January 31, 2020



	Balance Jan-20	Balance Dec-19	Change Prior Month	Balance Jan-19	Change Prior Year
ASSETS					
Current Assets					
Cash	-	-	-	200	(200)
Accounts Receivable	(4,000)	15,091	(19,091)	405,229	(409,229)
Prepaid Expenses	219,612	261,352	(41,741)	304,346	(84,734)
Total Current Assets	215,612	276,443	(60,831)	709,775	(494,164)
Noncurrent Assets					
Open Projects	4,580	4,580	-	90,753	(86,173)
Property, Plant, & Equipment	8,190,803	8,190,803	-	8,139,312	51,490
Accumulated Depreciation	(3,221,247)	(3,200,859)	(20,388)	(3,055,190)	(166,057)
Intercompany	622,252	550,866	71,386	192,291	429,961
Total Noncurrent Assets	5,596,387	5,545,390	50,998	5,367,166	229,221
Deferred Outflows					
Deferred Outflows - Pension	1,455,619	1,455,619	-	1,300,432	155,187
Deferred Outflows - OPEB	3,967	3,967	-	3,860	107
Total Deferred Outflows	1,459,586	1,459,586	-	1,304,292	155,293
Total Assets	7,271,584	7,281,418	(9,834)	7,381,234	(109,649)
LIABILITIES					
Current Liabilities					
Accounts Payable	23,039	24,050	(1,011)	21,492	1,547
Accrued Expenses	-	-	-	-	-
Payroll Liabilities	452,304	433,627	18,677	430,946	21,358
Current Portion-LT Debt	-	-	-	-	-
Total Current Liabilities	475,343	457,677	17,666	452,438	22,905
Long-Term Liabilities					
Building and Land Loans	-	-	-	-	-
PERS LT Liability	3,076,605	3,076,605	-	3,031,127	45,478
Other Post Employment Benefits	281,926	281,926	-	279,216	2,710
Total LT Liabilities	3,358,531	3,358,531	-	3,310,343	48,188
Deferred Inflows					
Deferred Inflows - Pension	76,537	76,537	-	79,901	(3,364)
Deferred Inflows - OPEB	18,188	18,188	-	-	18,188
Total Deferred Inflows	94,724	94,724	-	79,901	14,823
Total Liabilities	3,928,598	3,910,932	17,666	3,842,682	85,916
NET POSITION					
Investment in Capital Assets	3,469,622	3,469,622	-	3,541,647	(72,025)
Current Year Net Income	(126,636)	(99,136)	(27,500)	(3,096)	(123,540)
Total Net Position	3,342,986	3,370,486	(27,500)	3,538,552	(195,565)
Total Liabilities and Net Position	7,271,584	7,281,418	(9,834)	7,381,234	(109,649)



SQUAW VALLEY PUBLIC SERVICE DISTRICT
REVENUES & EXPENDITURES
 January 31, 2020



CAPITAL RESERVES OPERATIONS

	YTD Actual Jan-20	YTD Budget Jan-20	Over/ (under) to Budget	Annual Budget	Remaining Budget	YTD % to Budget	YTD Prior Yr Jan-19	Over/ (under) to Prior Yr
Connection Fees	283,590	99,252	184,338	170,146	(113,444)	166.7%	123,272	160,318
Placer Cty Tax	2,054,762	1,978,458	76,303	3,597,197	1,542,435	57.12%	2,004,465	50,297
HOPTR	12,527	20,984	(8,456)	35,972	23,445	34.8%	12,802	(275)
Interest	91,460	48,484	42,977	83,115	(8,345)	110.0%	74,488	16,973
Total Revenue	2,442,339	2,147,178	295,162	3,886,430	1,444,091	62.8%	2,215,026	227,313
Transfers to Utility and Fire	2,077,381	2,077,381	-	3,561,225	1,483,844	58.3%	2,059,457	17,925
Capital Reserve Expenditures	69,846	71,944	(2,098)	71,944	2,098	97.1%	69,154	693
Total Expenses	2,147,227	2,149,325	(2,098)	3,633,169	1,485,942	59.1%	2,128,610	18,617
Net Surplus (Deficit)	295,112	(2,148)	297,259	253,261	(41,851)		86,416	208,696

58.3% of the Budgeted Year Expended

Highlights

- Transfers to Utility and Fire relate to budgeted tax revenue that we allocate to each department.
- Capital Reserve Expenditures relate to fees from Placer County to administer our Ad Valorem revenues.
- The District has received the Estimated Allocation of Property Taxes for Fiscal Year 2020, also known as the "September Surprise". The total anticipated tax revenue, less any fees from the county is estimated to be \$3,616,000. This is an increase over the prior year actual revenue received by \$48,000 or %1.34. It is \$55,000 greater than the budgeted amount.



SQUAW VALLEY PUBLIC SERVICE DISTRICT
CAPITAL RESERVES
BALANCE SHEET
 January 31, 2020



	Balance Jan-20	Balance Dec-19	Change Prior Month	Balance Jan-19	Change Prior Year
ASSETS					
Current Assets					
Cash	8,574,674	9,162,399	(587,725)	8,801,407	(226,733)
Accounts Receivable	2,704	2,704	-	-	2,704
Prepaid Expenses	-	-	-	-	-
Total Current Assets	8,577,378	9,165,103	(587,725)	8,801,407	(224,029)
Noncurrent Assets					
Open Projects	-	-	-	-	-
Property, Plant, & Equipment	-	-	-	-	-
Accumulated Depreciation	-	-	-	-	-
Intercompany	(1,655,710)	(1,958,669)	302,959	(2,892,854)	1,237,145
Total Noncurrent Assets	(1,655,710)	(1,958,669)	302,959	(2,892,854)	1,237,145
Deferred Outflows					
Deferred Outflows - Pension	-	-	-	-	-
Deferred Outflows - OPEB	-	-	-	-	-
Total Deferred Outflows	-	-	-	-	-
Total Assets	6,921,668	7,206,435	(284,766)	5,908,553	1,013,115
LIABILITIES					
Current Liabilities					
Accounts Payable	-	-	-	-	-
Accrued Expenses	-	-	-	-	-
Payroll Liabilities	-	-	-	-	-
Customer Deposits	-	-	-	-	-
Current Portion-LT Debt	-	-	-	-	-
Total Current Liabilities	-	-	-	-	-
Long-Term Liabilities					
Building & Land Loans	-	-	-	-	-
PERS LT Liability	-	-	-	-	-
Other Post Employment Benefits	-	-	-	-	-
Total LT Liabilities	-	-	-	-	-
Deferred Inflows					
Deferred Inflows - Pension	-	-	-	-	-
Deferred Inflows - OPEB	-	-	-	-	-
Total Deferred Inflows	-	-	-	-	-
Total Liabilities	-	-	-	-	-
NET POSITION					
Investment in Capital Assets	(0)	(0)	-	-	(0)
Water Capital	692,605	692,605	-	590,599	102,006
Sewer Capital	162,015	162,015	-	157,844	4,171
Fire Capital	23,792	23,792	-	2,450	21,342
Water FARF	1,196,772	1,196,772	-	809,010	387,762
Sewer FARF	3,788,521	3,788,521	-	3,574,073	214,448
Garbage FARF	192,902	192,902	-	186,216	6,686
Fire FARF	569,182	569,182	-	501,944	67,238
Bike Trail Snow Removal FARF	767	767	-	-	767
Current Year Net Income	295,112	579,878	(284,766)	86,416	208,696
Total Net Position	6,921,668	7,206,435	(284,766)	5,908,553	1,013,115
Total Liabilities and Net Position	6,921,668	7,206,435	(284,766)	5,908,553	1,013,115



**SQUAW VALLEY PUBLIC SERVICE DISTRICT
REVENUES & EXPENDITURES - INTERNAL USE ONLY
January 31, 2020**



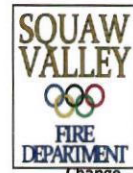
COMBINED OPERATIONS

	Actual YTD Jan-20	Budget YTD Jan-20	Over/ (under) YTD	Total Budget	Remaining Budget	YTD % to Budget	Actual YTD Jan-19	Over/ (under) to PY
Rate Revenue	\$ 3,691,535	\$ 3,701,588	\$ (10,053)	\$ 3,701,588	\$ 10,053	99.7%	\$ 3,467,665	\$ 223,870
Tax Revenue	\$ 2,067,289	\$ 1,999,442	\$ 67,847	\$ 3,633,169	\$ 1,565,880	56.9%	\$ 2,017,266	\$ 50,022
Connection Fees	\$ 283,590	\$ 99,252	\$ 184,338	\$ 170,146	\$ (113,444)	166.7%	\$ 123,272	\$ 160,318
Rental Revenue	\$ 55,387	\$ 55,387	\$ (0)	\$ 94,949	\$ 39,562	58.3%	\$ 50,756	\$ 4,631
Bike Trail	\$ 20,911	\$ 20,909	\$ 2	\$ 46,000	\$ 25,089	45.5%	\$ 20,908	\$ 3
Mutual Water Company	\$ 58,835	\$ 59,799	\$ (963)	\$ 102,512	\$ 43,677	57.4%	\$ 62,998	\$ (4,163)
Billable Wages & Capital Labor	\$ 93,272	\$ 65,616	\$ 27,656	\$ 112,485	\$ 19,214	82.9%	\$ 482,177	\$ (388,905)
Grants	\$ -	\$ -	\$ -	\$ 16,667	\$ 16,667	0.0%	\$ -	\$ -
Administration & Interest	\$ 112,261	\$ 109,775	\$ 2,486	\$ 188,186	\$ 75,925	59.7%	\$ 85,614	\$ 26,647
Dedications	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 167,596	\$ (167,596)
Total Revenue	\$ 6,383,080	\$ 6,111,767	\$ 271,312	\$ 8,065,702	\$ 1,682,623	79.1%	\$ 6,478,253	\$ (95,173)
Salaries & Wages	\$ 1,817,492	\$ 1,730,775	\$ 86,717	\$ 2,942,086	\$ 1,124,594	61.8%	\$ 1,620,457	\$ 197,035
Employee Benefits	\$ 1,324,975	\$ 1,329,592	\$ (4,617)	\$ 2,274,493	\$ 949,518	58.3%	\$ 1,447,624	\$ (122,650)
Billable Wages & Capital Labor	\$ 86,914	\$ 36,449	\$ 50,465	\$ 62,485	\$ (24,428)	139.1%	\$ 349,852	\$ (262,939)
Admin Salaries & Benefits	\$ 185,138	\$ 179,364	\$ 5,774	\$ 307,481	\$ 122,343	60.2%	\$ 175,157	\$ 9,981
Materials & Supplies	\$ 58,406	\$ 47,556	\$ 10,850	\$ 81,525	\$ 23,119	71.6%	\$ 48,674	\$ 9,732
Maintenance Equipment	\$ 21,704	\$ 27,787	\$ (6,083)	\$ 47,635	\$ 25,931	45.6%	\$ 22,605	\$ (901)
Facilities: Maintenance & Repairs	\$ 34,203	\$ 50,041	\$ (15,837)	\$ 85,784	\$ 51,581	39.9%	\$ 33,811	\$ 393
Training & Memberships	\$ 34,810	\$ 39,912	\$ (5,102)	\$ 68,420	\$ 33,610	50.9%	\$ 37,270	\$ (2,460)
Garbage	\$ 151,416	\$ 150,534	\$ 881	\$ 258,059	\$ 106,643	58.7%	\$ 142,940	\$ 8,476
Vehicle Repair/Maintenance	\$ 36,498	\$ 42,117	\$ (5,618)	\$ 72,200	\$ 35,702	50.6%	\$ 31,598	\$ 4,901
Board Expenses	\$ 36,045	\$ 43,400	\$ (7,355)	\$ 74,400	\$ 38,355	48.4%	\$ 28,500	\$ 7,545
Consulting	\$ 41,425	\$ 75,598	\$ (34,173)	\$ 129,596	\$ 88,171	32.0%	\$ 38,258	\$ 3,167
Insurance	\$ 48,984	\$ 47,084	\$ 1,901	\$ 80,715	\$ 31,731	60.7%	\$ 42,952	\$ 6,033
Rents/Licenses & Permits	\$ 59,267	\$ 63,585	\$ (4,318)	\$ 109,003	\$ 49,736	54.4%	\$ 49,325	\$ 9,942
Office Expenses	\$ 30,464	\$ 40,485	\$ (10,020)	\$ 69,402	\$ 38,938	43.9%	\$ 27,787	\$ 2,677
Travel, Meetings & Recruitment	\$ 18,613	\$ 23,713	\$ (5,099)	\$ 40,650	\$ 22,037	45.8%	\$ 9,682	\$ 8,931
Utilities	\$ 88,675	\$ 89,133	\$ (457)	\$ 152,799	\$ 64,124	58.0%	\$ 81,640	\$ 7,036
Bike Trail	\$ 24,691	\$ 12,607	\$ 12,084	\$ 21,612	\$ (3,079)	114.2%	\$ 10,492	\$ 14,199
Interest	\$ 90,240	\$ 93,400	\$ (3,160)	\$ 108,726	\$ 18,486	83.0%	\$ 92,141	\$ (1,900)
Total Expenses	\$ 4,189,961	\$ 4,123,130	\$ 66,831	\$ 6,987,071	\$ 2,797,110	60.0%	\$ 4,290,763	\$ (100,802)
Operating Surplus (Deficit)	\$ 2,193,118	\$ 1,988,637	\$ 204,481	\$ 1,078,631			\$ 2,187,490	\$ 5,629
Depreciation	\$ 508,275	\$ 518,359	\$ (10,084)	\$ 888,615	\$ 380,341	57.2%	\$ 528,509	\$ (20,234)
Net Surplus (Deficit)	\$ 1,684,843	\$ 1,470,278	\$ 214,565	\$ 190,016			\$ 1,658,981	\$ 25,863

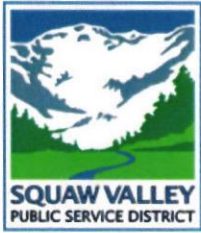
58.3% of the Budgeted Year Expended



SQUAW VALLEY PUBLIC SERVICE DISTRICT
COMBINED BALANCE SHEET - INTERNAL USE ONLY
 January 31, 2020



	Balance Jan-20	Balance Dec-19	Change Prior Month	Balance Jan-19	Change Prior Year
ASSETS					
Current Assets					
Cash	9,202,568	9,557,867	(355,299)	9,158,134	44,434
Accounts Receivable	141,979	178,426	(36,446)	541,182	(399,203)
Prepaid Expenses	505,013	601,592	(96,579)	628,337	(123,324)
Total Current Assets	9,849,560	10,337,885	(488,324)	10,327,653	(478,092)
Noncurrent Assets					
Open Projects	2,310,953	2,297,471	13,482	1,017,729	1,293,224
Property, Plant, & Equipment	33,600,212	33,599,851	361	33,318,404	281,808
Accumulated Depreciation	(20,578,823)	(20,506,213)	(72,611)	(19,951,455)	(627,368)
Intercompany	-	-	-	-	-
Total Noncurrent Assets	15,332,342	15,391,109	(58,767)	14,384,678	947,664
Deferred Outflows					
Deferred Outflows - Pension	2,729,832	2,729,832	-	2,203,578	526,254
Deferred Outflows - OPEB	14,474	14,474	-	13,412	1,062
Total Deferred Outflows	2,744,306	2,744,306	-	2,216,990	527,316
Total Assets	27,926,208	28,473,300	(547,092)	26,929,320	996,888
LIABILITIES					
Current Liabilities					
Accounts Payable	116,294	45,049	71,245	39,570	76,724
Accrued Expenses	213,245	247,259	(34,014)	216,654	(3,409)
Payroll Liabilities	716,963	664,143	52,820	636,621	80,343
Current Portion-LT Debt	91,097	91,097	-	88,161	2,936
Total Current Liabilities	1,137,598	1,047,547	90,051	981,006	156,593
Long-Term Liabilities					
Building Loan	846,905	846,905	-	938,002	(91,097)
PERS LT Liability	5,726,706	5,726,706	-	5,728,506	(1,800)
Other Post Employment Benefits	626,502	626,502	-	616,532	9,970
Total LT Liabilities	7,200,113	7,200,113	-	7,283,040	(82,927)
Deferred Inflows					
Deferred Inflows - Pension	262,058	262,058	-	230,660	31,398
Deferred Inflows - OPEB	29,335	29,335	-	-	29,335
Total Deferred Inflows	291,393	291,393	-	230,660	60,733
Total Liabilities	8,629,104	8,539,053	90,051	8,494,706	134,399
NET POSITION					
Investment in Capital Assets	10,985,704	10,985,704	-	10,953,496	32,208
Water Capital	692,605	692,605	-	590,599	102,006
Sewer Capital	162,015	162,015	-	157,844	4,171
Fire Capital	23,792	23,792	-	2,450	21,342
Water FARF	1,196,772	1,196,772	-	809,010	387,762
Sewer FARF	3,788,521	3,788,521	-	3,574,073	214,448
Garbage FARF	192,902	192,902	-	186,216	6,686
Fire FARF	569,182	569,182	-	501,944	67,238
Bike Trail Snow Removal FARF	767	767	-	-	767
Current Year Net Income	1,684,843	2,321,986	(637,143)	1,658,981	25,862
Total Net Position	19,297,104	19,934,247	(637,143)	18,434,614	862,489
Total Liabilities and Net Position	27,926,208	28,473,300	(547,092)	26,929,320	996,888



Squaw Valley Public Service District



Fund Balance Statement January 31st, 2020

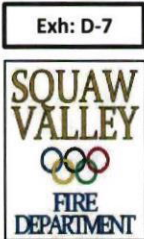
	January 2020	Yield Rate January 2020	January 2019	Yield Rate January 2019
Operating Funds - Water & Sewer:				
Bank of the West-Checking	\$607,806		\$379,690	
Bank of the West-Petty Cash	\$0		\$200	
Office Petty Cash	\$200		\$200	
L.A.I.F.	\$20,017	1.967%	\$19,417	2.355%
Total Operating Funds: Water & Sewer	\$628,023		\$399,507	
Operating Funds - Fire Dept:				
Bank of the West-Petty Cash	\$0		\$200	
Total Operating Funds: Fire Dept.	\$0		\$200	
Capital Reserve Funds:				
Bank of the West-Money Market Capital	\$128,700	0.07%	\$409,591	0.07%
ProEquities - Certificate of Deposit	\$257,183	2.40%	\$249,958	2.40%
ProEquities - Certificate of Deposit #2	\$246,000	3.10%	\$246,000	3.10%
ProEquities - Certificate of Deposit #3	\$246,000	2.70%	\$0	0.00%
Placer County- FD30144	\$3,315,220	1.860%	\$2,694,234	1.880%
Placer County-FD30146	\$4,171,215	1.860%	\$4,974,776	1.880%
Placer County - Investment Fund FD32004	\$205,566	1.775%	\$200,494	1.759%
L.A.I.F. Fire Capital	\$4,790	1.967%	\$4,790	2.355%
Total Capital Reserve Funds:	\$8,574,674		\$8,779,843	
Total Funds On Deposit:	\$9,202,697		\$9,179,550	

Investments are in compliance with adopted Investment Policies

As of the board packet preparation date, all January statements were received.



**Squaw Valley Public Service District
Bike Trail Snow Removal-Project Summary
As of January 31, 2020**



Revenue	Budget	Billed YTD	Received YTD	Remaining Budget	YTD % to Budget
Total Revenue Placer County	\$ 46,000	\$ 20,911	\$ 4,185	\$ 41,815	9%
<hr/>					
Expenses	Budget	Expensed YTD		Remaining Budget	YTD % to Budget
Snow blower - payment to FARF	\$ 25,000	\$ 25,000		\$ -	100%
Labor, Materials, Fuel, etc.	21,000	11,683		9,317	56%
<hr/>					
Total Expenses		\$ 36,683	\$ -	\$ 9,317	0%
<hr/>					
Net Surplus (Deficit)		\$ (15,772)			

45% of the Season Expended (Nov 15th - April 30th)

Currently in FARF	\$ 767
FY20 Contribution to FARF	\$ 25,000
Total Surplus (Deficit) in FARF at end of season	<u>\$ 25,767</u>

SQUAW VALLEY PUBLIC SERVICE DISTRICT
PROGRESS PAYMENT REPORT

EXHIBIT # D - 9
 2 Pages

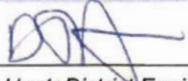
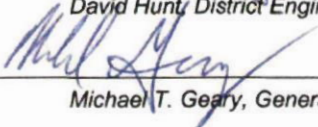
PROJECT TITLE: **Truckee River Siphon Replacement Project
 Construction Inspection Services**
 PROJECT NUMBER: **1000150048-sewer**
 CONTRACTOR NAME: **Holdrege & Kull (An NV5 Company)**
 & ADDRESS: **PO Box 74008680
 Chicago, IL 60674-8680**

DATE: 01/15/2020
 PAYMENT ESTIMATE #: 4
 PERIOD: December 2019

BID AMOUNT: \$10,711.50
 NET CHANGE ORDERS: \$0.00
 ADJUSTED CONTRACT AMOUNT: \$10,711.50
 WORK COMPLETED: \$8,102.30
 % WORK COMPLETED: 76%

ORIGINAL TIME: N/A
 REVISED TIME: _____
 TIME ELAPSED: _____
 % TIME ELAPSED: _____

	<u>PREVIOUS</u>	<u>CURRENT</u>	<u>TO DATE</u>
EARNINGS:			
Work Completed	\$ 6,494.05	\$ 1,608.25	\$ 8,102.30
Retention on Work Completed	\$ -	\$ -	\$ -
Net Earnings on Work Completed	\$ 6,494.05	\$ 1,608.25	\$ 8,102.30
Materials on Hand			\$ -
Retention on Materials	\$ -	\$ -	\$ -
Net Earnings On Materials	\$ -	\$ -	\$ -
TOTAL NET EARNINGS	\$ 6,494.05	\$ 1,608.25	\$ 8,102.30
DEDUCTIONS:			
1.			\$ -
2.			\$ -
3.			\$ -
Total Deductions	\$ -	\$ -	\$ -
OTHER ADJUSTMENTS:			
1. Release Retention			\$ -
2.			\$ -
3.			\$ -
Total Adjustments	\$ -	\$ -	\$ -
TOTAL ADJUSTED EARNINGS	\$ 6,494.05	\$ 1,608.25	\$ 8,102.30
LESS PREVIOUS PAYMENTS			\$ (6,494.05)
PAYMENT DUE THIS ESTIMATE			\$ 1,608.25

REVIEWED BY: 
 David Hunt, District Engineer
 APPROVED BY: 
 Michael T. Geary, General Manager

Remit Payment To:
Holdrege & Kull (An NV5 Company)
 PO Box 74008680, Chicago, IL 60674-8680
 Tel: 530.478.1305 Fax:530.478.1019
 Federal Tax ID # 68-0368331
INVOICE



Squaw Valley Public Service District
 P.O. Box 2026
 Olympic Valley, CA 96146

January 15, 2020
 Project No: 125719-0042275.02
 Invoice No: 000000149221

Project Manager Justin Klein

Project 125719-0042275.02 PW - Truckee River Siphon - SVPD - T&I
 Billing for earthwork observation and testing, report preparation and project management.

Professional Services through December 21, 2019

Level 2	01	Materials Testing & Special Inspection
Level 3	001	Materials Testing and Inspection

Professional Personnel

	Hours	Rate	Amount	
Field Soils and Materials Tester	9.50	117.00	1,111.50	
Project Assistant	.25	82.00	20.50	
Supervisory Technician	2.25	123.00	276.75	
Associate Engineer/Geologist	1.00	175.00	175.00	
	13.00		1,583.75	
Total Labor				1,583.75

Unit Billing

Mileage	35.0 Miles @ 0.70	24.50	
Total Units		24.50	24.50

Total this WBS3 \$1,608.25

Total this Task \$1,608.25

Total This Invoice \$1,608.25

**SQUAW VALLEY PUBLIC SERVICE DISTRICT
PROGRESS PAYMENT REPORT**

**EXHIBIT # D - 10
2 Pages**

PROJECT TITLE: **2019 Sewer Television Inspection Project**

DATE: 02/19/2020
PAYMENT ESTIMATE #: 2

PROJECT NUMBER:

PERIOD: Final Payment

CONTRACTOR NAME **Professional Pipe Services**
& ADDRESS: **249 S. Paseo Tesoro**
Walnut, CA 91789

BID AMOUNT: \$ 76,941.58
NET CHANGE ORDERS: (\$3,847.08)
ADJUSTED CONTRACT AMOUNT: \$73,094.50
WORK COMPLETED: \$ 53,554.51
% WORK COMPLETED: 73%

ORIGINAL TIME: N/A
REVISED TIME: _____
TIME ELAPSED: _____
% TIME ELAPSED: _____

	<u>PREVIOUS</u>	<u>CURRENT</u>	<u>TO DATE</u>
EARNINGS:			
Work Completed	\$ 48,199.06	\$ 5,355.45	\$ 53,554.51
Retention on Work Completed	\$ -	\$ -	\$ -
Net Earnings on Work Completed	<u>\$ 48,199.06</u>	<u>\$ 5,355.45</u>	<u>\$ 53,554.51</u>
Materials on Hand			\$ -
Retention on Materials	\$ -	\$ -	\$ -
Net Earnings On Materials	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
TOTAL NET EARNINGS	<u>\$ 48,199.06</u>	<u>\$ 5,355.45</u>	<u>\$ 53,554.51</u>
DEDUCTIONS:			
1.			\$ -
2.			\$ -
3.			\$ -
<i>Total Deductions</i>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
OTHER ADJUSTMENTS:			
1. Release Retention			\$ -
2.			\$ -
3.			\$ -
Total Adjustments	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
TOTAL ADJUSTED EARNINGS	<u>\$ 48,199.06</u>	<u>\$ 5,355.45</u>	<u>\$ 53,554.51</u>
LESS PREVIOUS PAYMENTS			\$ (48,199.06)
PAYMENT DUE THIS ESTIMATE			<u>\$ 5,355.45</u>

REVIEWED BY: _____
David Hunt, District Engineer

APPROVED BY: _____
Michael T. Geary, General Manager

SUBCONTRACTOR: HOFFMAN SOUTHWEST CORP.
dba: Professional Pipe Services
PROJECT NAME 2019 Sewer Inspection Project
APPLICATION NO: 1-6300000204 Revised
PERIOD TO: 6/20/2019
REVISED DATE: 1/14/2020



Professional Pipe Services
249 S Paseo Tesoro
Walnut CA 91789
Phone (909) 598-9743 FAX (909) 598-9756

Squaw Valley Public Services
PO BOX 2026
Olympic Valley, CA 96146

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PRIOR PERIOD		THIS PERIOD		TOTAL TO DATE		RETAINAGE
						QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	10%
1	Digital scanning of 6" - 15" sewer lines	26,100	LF	\$ 1.55	\$ 40,455.00	0.00	\$ -	24,221.00	\$ 37,542.55	24,221.00	\$ 37,542.55	
2	CCTV inspection of 4" sewer lines	2,400	LF	\$ 1.88	\$ 4,512.00	0.00	\$ -	1,980.00	\$ 3,722.40	1,980.00	\$ 3,722.40	
3	CCTV inspection of 4" sewer laterals, Easement line cleanouts	23	EA	\$ 332.98	\$ 7,658.54	0.00	\$ -	27.00	\$ 8,990.46	27.00	\$ 8,990.46	
4	CCTV, locate/mark 4" sewer laterals without, Easement cleanouts	63	EA	\$ 382.36	\$ 24,088.68	0.00	\$ -	16.00	\$ 6,117.76	16.00	\$ 6,117.76	
SUBTOTALS					\$ 76,714.22				\$ 56,373.17		\$ 56,373.17	
5% Reduction									\$ 2,818.66		\$ 2,818.66	
SUBTOTALS									\$ 53,554.51		\$ 53,554.51	\$ 5,355.45
TOTALS									\$ 53,554.51		\$ 53,554.51	\$ 5,355.45

DA

**SQUAW VALLEY PUBLIC SERVICE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES #865
JANUARY 28, 2020**

*Agenda with board packet and staff reports is available at the following link:
<https://www.svpsd.org/board-agenda-january-2020>*

A. Call to Order, Roll Call and Pledge of Allegiance. President Dale Cox called the meeting to order at 8:30 a.m.

Directors Present: Directors: Dale Cox, Katy Hover-Smoot and Bill Hudson

Directors Absent: Directors: Fred Ilfeld and Victoria Mercer

Staff Present: Thomas Archer, District Counsel; Jessica Asher, Board Secretary; Brandon Burks, Operations Superintendent; Mike Geary, General Manager; Danielle Grindle, Finance & Administration Manager; Jessica Grunst, Account Clerk II and Human Resources Specialist; Dave Hunt, District Engineer; Allen Riley, Fire Chief.

Others Present: David Stepner

President Cox asked David Stepner to lead the Pledge of Allegiance.

B. Community Informational Items.

- B-1** Friends of Squaw Creek (FOSC) – None.
- B-2** Friends of Squaw Valley (FOSV) – None.
- B-3** Squaw Valley Design Review Committee (SVDRC) – David Stepner reported that SVDRC hasn't met recently and likely will not meet this month.
- B-4** Squaw Valley Municipal Advisory Council (SVMAC) – Mr. Stepner said that a representative from Placer County will attend the next SVMAC meeting to discuss the new short-term rental ordinance for Eastern Placer County. The US Forest Service will hopefully attend to update the Council on forest thinning projects in the region.
- B-5** Squaw Valley Mutual Water Company (SVMWC) – Mr. Stepner stated that SVMWC secured the required easements and completed the design as required to progress the application for the United States Department of Agriculture (USDA) loan. SVMWC hopes to start construction this summer. Director Cox asked how many vacant lots are in the Mutual Water Company's service area. Mr. Stepner responded that there are 281 customers and 11 vacant lots.
- B-6** Squaw Valley Property Owners Association (SVPOA) – None.
- B-7** Mountain Housing Council of Tahoe Truckee (MHC) – None.
- B-8** Tahoe-Truckee Sanitation Agency (T-TSA) – Director Cox stated that T-TSA has refinanced the Agency's state revolving loan which will save considerable funds and is updating the employee handbook to ensure consistency with current state policies. Mr. Geary reviewed the T-TSA flow measurement report, Exhibit B-8.
- B-9** Capital Projects Advisory Committee (CAP) – Ms. Grindle stated that the Committee will meet this Thursday (1/30/20) at 4:30 p.m. at the Tahoe City Public Utility District. Mr. Geary explained how the local special districts are represented within the Committee.

C. Public Comment/Presentation.

David Stepner discussed the formation of the Olympic Valley's Firewise Community. Last week a Firewise USA representative performed a wildfire risk assessment with assistance from the Fire Department. After the written assessment is completed, the Firewise Community committee will develop an action plan prioritizing risk reduction projects and investments. To initiate the program, the community will rely on the fuel reduction expenditures made by Squaw Valley Resort, Resort at Squaw Creek and Granite Peak Management over the past year, which far exceed the monetary requirement needed from the full community. However, in future years more responsibility will be placed on homeowners. Certification could be achieved as early as this spring and if successful will allow the Community to apply for grants for forest thinning and may result in other measurable benefits such as decreased insurance premiums or increased availability of insurance plans.

C-1 Resolution 2020-01 – Resolution of Appreciation – Einar Maisch

The Board reviewed the item, accepted public comment and adopted Resolution 2020-01 recognizing Einar Maisch's contributions to the Placer County Water Agency, Region, and District.

Director Hudson made a motion to adopt Resolution 2020-01 recognizing Einar Maisch, which was seconded by Director Hover-Smoot. A roll call vote was taken, the motion passed.

Cox – Yes

Hover-Smoot – Yes

Hudson – Yes

Ilfeld – Absent

Mercer – Absent

D. Financial Consent Agenda Items.

Directors Hover-Smoot and Hudson convened with staff on January 27, 2020 from approximately 3:00 – 4:05 p.m. to review items D-1 through D-15. Director Hover-Smoot and Director Hudson provided a summary.

Public Comment – None.

Director Hudson made a motion to approve the financial consent agenda which was seconded by Director Hover-Smoot. The motion passed.

Cox – Yes

Hover-Smoot – Yes

Hudson – Yes

Ilfeld – Absent

Mercer – Absent

E. Approve Minutes.

E-1 Minutes for the Board of Directors Regular Meeting of December 17, 2019.

The Board reviewed the minutes, accepted public comment, and approved the minutes for the Board of Directors regular meeting of December 17, 2019.

Director Hover-Smoot made a motion to approve the minutes for the Board of Directors meeting of December 17, 2019 which was seconded by Director Hudson. The motion passed.

Cox – Yes

Hover-Smoot – Yes

Hudson – Yes

Ilfeld – Absent

Mercer – Absent

F. Old & New Business.

F-1 Community Update – Sierra Nevada Olympic Winter Sports Museum (S.N.O.W.)

The item was removed from the agenda and will be placed on the February 25th, 2020 agenda as Jill Milne, Executive Director of the S.N.O.W. Museum was unable to attend due to sickness.

F-2 Annual Review of Purpose, Mission and Core Values Statements.

The Board reviewed the item, accepted public comment and determined that no changes are needed.

Ms. Asher reviewed the staff report. An annual review of the District's adopted Purpose Statement, Mission Statement and Core Values is part of the Board's annual activities. Staff will provide a work-plan update to the Board in the coming months at which time the Directors can discuss if/when the strategic plan should be updated. The Board discussed how staff is held accountable to the District's purpose, mission and values. While there is not a formal process, individual employees consider the statements regularly and staff will consider how the statements can be further integrated into meetings and daily workflow. The Directors in attendance said that that no changes are needed at this time.

Public Comment – None.

F-3 Fire Department – Mission and Vision Statements, and Core Values.

The Board reviewed the item, accepted public comment and determined that no changes are needed.

Ms. Asher reviewed the staff report. An annual review of the Department's adopted Mission and Vision Statements and Core Values is part of the Board's annual activities. Chief Riley stated that the Fire Department reviews the Standard Operating Procedures and the Mission, Vision and Values annually and has no proposed changes. Director Hover-Smoot commented that she liked that the Mission, Vision and Value statements are very tangible. The Directors in attendance said that that no changes are needed at this time.

Public Comment – None.

F-4 Personnel Policies and Procedures Manual Update - Educational Incentive Program.

Mike Geary, Jessica Asher, and Jessica Grunst reviewed the staff report and the proposed changes to the policy. The primary changes were an increase to the cumulative maximum incentive from 7.5% to 10% consistent with the maximum incentive available for represented Utility Department personnel, expanding and modernizing the training and certification offerings, and correcting the language describing the salary increase calculation methodology to be consistent with CalPERS requirements and current practice. Discussion included the history and purpose of the educational incentive program, the structure of the personnel related policies and codes, CalPERS program requirements, and the fiscal impacts of the proposed changes.

Director Hudson said the program and proposed changes were reviewed in detail with the personnel committee and that he feels the policy with proposed amendments are beneficial for the District and that there is a reasonable cap on the incentives.

A. Resolution 2020-02

The Board reviewed the item, accepted public comment and adopted Resolution 2020-02 amending Policy 2151.

Director Hover-Smoot made a motion to adopt Resolution 2020-02 amending Policy 2151. The motion was seconded by Director Hudson. The motion passed.

Cox – Yes

Hover-Smoot – Yes

Hudson – Yes

Ilfeld – Absent

Mercer – Absent

B. Resolution 2020-03

The Board reviewed the item, accepted public comment and adopted Resolution 2020-03 rescinding Policy 2151, superseding prior memos regarding educational incentives, and approving revisions to the Personnel Policy and Procedures Manual.

Director Hudson made a motion to adopt Resolution 2020-03 rescinding Policy 2151, superseding prior memos regarding educational incentives, and approving revisions to the Personnel Policy and Procedures Manual. The motion was seconded by Director Hover-Smoot. The motion passed.

Cox – Yes

Hover-Smoot – Yes

Hudson – Yes

Ilfeld – Absent

Mercer – Absent

C. Resolution 2020-04

The Board reviewed the item, accepted public comment and adopted Resolution 2020-04 identifying educational incentives awarded between 5/27/2017 and 1/27/2020.

Director Hover-Smoot made a motion to adopt Resolution 2020-04 identifying educational incentives awarded between 5/27/2017 and 1/27/2020. The motion was seconded by Director Hudson. The motion passed.

Cox – Yes

Hover-Smoot – Yes

Hudson – Yes

Ilfeld – Absent

Mercer – Absent

F-5 Notice of Completion – 2019 Sewer Inspection Project.

The Board reviewed the item, accepted public comment and authorized staff to file a Notice of Completion with Placer County for the 2019 Sewer Inspection Project.

Mr. Hunt reviewed the staff report.

Director Hudson made a motion to authorize staff to file a Notice of Completion with Placer County for the 2019 Sewer Inspection Project. The motion was seconded by Director Hover-Smoot. The motion passed.

Cox – Yes

Hover-Smoot – Yes

Hudson – Yes

Ilfeld – Absent

Mercer – Absent

G-1 Fire Department Report

Chief Riley reviewed the report. The 2019 Fire Code (Ordinance 2019-02) was ratified by the Placer County Board of Supervisors, transmitted to the California Department of Housing and Community Development, and is in effect. Call volume has been high. The Department looks forward to better understanding the requirements and proposed inspection process for the new Eastern Placer County Short-Term Rental Ordinance.

G-2 Water & Sewer Operations Report

Mr. Burks reviewed the report.

G-3 Engineering Report

Mr. Hunt reviewed the report and discussed active engineering projects.

G-4 Administration & Office Report

Ms. Asher reviewed the report.

G-5 General Manager Report

Mr. Geary reviewed the report.

G-6 Legal Report (verbal)

Mr. Archer had no comments

G-7 Directors' Comments (verbal)

Director Hover-Smoot asked for staff to bring the Board information about a parental leave policy and what a more progressive policy may look like in February such that it can be discussed among staff and the Directors.

Director Cox said he is confident the District will do everything it can to support expecting staff. Staff said that the District adheres to state and federal parental leave policies and that there has been great support for bonding leave in the Operations and Fire Departments associated with the state-run programs. Staff is currently in the process of revising the Personnel Policies and Procedures Manual (PP&PM) to ensure it is compliant with state and federal regulations.

Director Hover-Smoot suggested that as staff is updating the PP&PM, a parental leave policy may be considered. Director Hover-Smoot stated that the State and Federal policies are good, but she feels the policies could be more progressive and is concerned that there is not a District policy specific to parental leave. Director Cox said that the District is a small organization and should/will accommodate our parental staff.

H. Adjourn.

Director Hover-Smoot made a motion, seconded by Director Hudson to adjourn at 10:15 a.m. The motion passed.

Cox – Yes

Hover-Smoot – Yes

Hudson – Yes

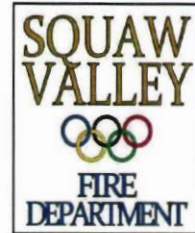
Ilfeld – Absent

Mercer – Absent

By, J. Asher



SQUAW VALLEY PUBLIC SERVICE DISTRICT



Fire Department – Ordinance 2020-01 Adopting a Fire and Life Safety Cost Recovery Schedule

DATE: February 25, 2020

TO: District Board Members

FROM: Allen Riley, Fire Chief

SUBJECT: Introduction to Ordinance 2020-01 adopting a Fire and Life Safety Cost Recovery schedule for the Fire Department

BACKGROUND: The Fire Prevention Code serves as a supplement to the California Building Code, California Fire Code, and National Fire Protection Association (“NFPA”) Standards in situations where local government finds a need to require a different construction standard to address unique local conditions. The 2019 Fire Code was adopted by the SVPSD Board by Ordinance 2019-02, ratified by the Placer County Board of Supervisors, and is in effect. Section 113.2 “Schedule of Permit Fees” of the 2019 Fire Code states “the Fire Chief shall charge and receive such fees and charges for services and permits for cost recovery of fire and life safety activities.”

Additionally, Section 13916 of the Health and Safety Code permits a district to charge a fee to cover the cost of any service of which the district provides or the cost of enforcing any regulation for which the fee is charged, provided that no fee exceeds the cost reasonably borne by the district in providing the service.

DISCUSSION: The District has made a determination that the costs of providing Fire Prevention Services, as set forth on Exhibit A represent the costs reasonably borne by the District in providing the identified fire protection services or enforcing the regulation for which the fee is charged. Supporting data has been attached to this Board Report.

A Proposition 218 notice is not required for the Fire and Life Safety Cost Recovery Schedule to become effective. Proposition 218 affects property related fees that are imposed as an “incident of property ownership.”

Adoption of the Ordinance and changes to the Administrative Code will not be requested of the Board until public hearing and comment.

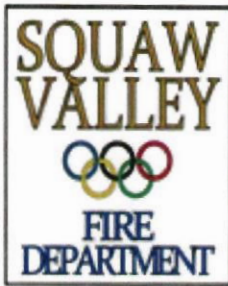
ALTERNATIVES: No action is proposed at the February 25, 2020 Board Meeting. Action will be requested after a Public Hearing at the March 31, 2020 meeting.

FISCAL/RESOURCE IMPACTS: The adoption of a Fire and Life Safety Cost Recovery schedule will increase revenue to the Fire Department in an amount that is equal to the direct costs to perform the services. Example services include reviewing plans, performing inspections and issuing permits. The net annual increase in revenue is not known as the Department has not historically recorded the frequency with which these activities are requested and performed. However, no additional staff is required to perform the duties set out in Exhibit B and administration time to manage billing will be at a minimum. The additional revenues generated by the Fire Department will be used to offset operating costs.

RECOMMENDATION: No action is proposed at the February 25, 2020 Board Meeting. Action will be requested after a Public Hearing at the March 31, 2020 meeting.

ATTACHMENTS: Supporting Cost Data; Draft Ordinance 2020-01 "Adopting a Fire and Life Safety Cost Recovery Schedule."

DATE PREPARED: February 18, 2020



FIRE AND LIFE SAFETY COST RECOVERY SCHEDULE SUPPORTING COST DATA

ALL CHARGES ARE A BILLED A MINIMUM OF ONE HOUR. AFTER ONE HOUR, FEES ARE BILLED IN ¼ HOUR INCREMENTS,
UNLESS OTHERWISE NOTED.

BUILDING & CONSTRUCTION		Est. Hours	Hourly Rate	Hourly Fee
EPP	Engineering (site) Plan Check & Inspection	1	\$ 117.20	\$117.20
TIP	Tenant Improvement Plan Check & Inspection	1	\$ 117.20	\$117.20
TBU	Temporary Building Use & Inspection	1	\$ 117.20	\$117.20
EPR	External Plan Review, Consultation, Etc. 3rd Party review cost + 10% Admin Fee	Varies		
SDR	Subdivision or other Site Design Approval Plan Review - less than 9 parcels	1	\$ 117.20	\$117.20
SDP	Subdivision or other Site Design Approval Plan Review - greater than 9 parcels (2 hour min.)	2	\$ 117.20	\$234.40
ARI	Additional Re-Inspection (Sprinklers, LPG, etc.)	1	\$ 117.20	\$117.20
BUI	Business Inspections: (2 inspections included) 3 or more inspections subject to hourly rate/additional fines. (Per SVPSD Fire Code 110.4 fines of up to \$1000/day may apply for non-compliance)	1	\$ 117.20	\$117.20
SPRINKLER & FIRE ALARM SYSTEM				
SPR	Sprinkler Plan Check (includes 2 inspections) less than 50 heads	3	\$ 117.20	\$351.60
SPA	Sprinkler Inspection (additional after initial 2 inspections above)	1	\$ 117.20	\$117.20
FAL	Fire Alarm System Plan Check (includes 2 inspections)	3	\$ 117.20	\$351.60
FAA	Fire Alarm Inspection (additional after 2 inspections)	1	\$ 117.20	\$117.20
UGS	Underground Fire Systems	1	\$ 117.20	\$117.20
EPR	External Plan Review (50+ heads), Consult, Inspections, Etc. 3rd party costs plus 10% admin	Varies		
HDP	Hood & Duct System Plan Check & Inspection (per system)	2	\$ 117.20	\$234.40
EVENTS				
TNT	Tents, Canopies, Temporary Structure Plan Check & Inspection	1	\$ 117.20	\$117.20
FWK	Fireworks (Pyrotechnics) Review/Event Inspection	1	\$ 117.20	\$117.20
ENS	Fire Engine Standby - CA OES Engine Rate (3 Hour Minimum)*			\$253.62
SPE	Special Events, EMS Plan Review	1	\$ 117.20	\$117.20
LPG & TANK INSTALLATION				
LPG	Residential Propane Tank Installation (Above/Underground)	1	\$ 117.20	\$117.20
UGT	Underground Flammable/Combustible Liquid Tank/Cylinders	1	\$ 117.20	\$117.20
AGT	Above-Ground Flammable/Combustible Liquid Tank/Cylinders	1	\$ 117.20	\$117.20
MISCELLANEOUS FEES				
DSI	Defensible Space Inspection (After 2nd Inspection)	1	\$ 117.20	\$117.20
EXP	Rush/Expedited Fee (150%)	1.5	\$ 117.20	\$175.80
REP	Report Request (Direct Cost of Duplication)	Varies		
INR	Investigation Report (Direct Cost of Duplication)	Varies		
HZM	Hazardous Materials Inventory/Storage Review	1	\$ 117.20	\$117.20
OSN	Other Services Not Covered Above may be subject to hourly fees at Fire Marshall Discretion	Varies		

SQUAW VALLEY FIRE DEPARTMENT PERSONNEL WAGE COSTS - CHIEF RILEY (AS OF 2/12/2020)

Regular Wage	\$ 85.89
Workers Compensation	\$ 4.38
Unemployment Insurance	\$ 1.89
CA Governors Office of Emergency Services (CAL OES) Administrative Fee	\$ 25.04
Total Hourly Wage Cost	\$ 117.20

FIRE ENGINE STANDBY - CA OES ENGINE RATE (3 HOUR MINIMUM)

Engine	\$ 85.00
Captain Hourly Rate + Overtime	\$ 62.79
Engineer Hourly Rate + Overtime	\$ 58.11
Firefighter Hourly Rate + Overtime	\$ 47.72
Total Hourly Cost	\$ 253.62

ORDINANCE 2020-01

**AN ORDINANCE OF THE SQUAW VALLEY PUBLIC SERVICE DISTRICT
ADOPTING A FIRE AND LIFE SAFETY COST RECOVERY SCHEDULE**

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE
SQUAW VALLEY PUBLIC SERVICE DISTRICT AS FOLLOWS:**

1. The Board of Directors adopts a Fire and Life Safety Cost Recovery schedule for services and costs of enforcement of regulations as set forth on Exhibit A attached hereto and incorporated herein by reference.
2. Section 113.2 "Schedule of Permit Fees" of the 2019 Fire Code, adopted by Ordinance 2019-02, states "the Fire Chief shall charge and receive such fees and charges for services and permits for cost recovery of fire and life safety activities."
3. The Squaw Valley Fire Department of Placer County is a division of the Squaw Valley Public Service District (hereafter "District") organized and existing pursuant to Health and Safety Code Sections 13800 et. seq. Section 13916 of the Health and Safety Code permits a district to charge a fee to cover the cost of any service of which the district provides or the cost of enforcing any regulation for which the fee is charged, provided that no fee exceeds the cost reasonably borne by the district in providing the service.
4. The Board of Directors finds that the fees and charges of providing Fire Prevention Services, as set forth on Exhibit A attached hereto and incorporated herein by reference, are fairly allocated to the person or entity to be charged for the services to be provided, and that the fees and charges do not exceed the reasonable costs to the District for providing such services.
5. The geographic limits for collection of the Fire and Life Safety Cost Recovery schedule are hereby established as all territory within the boundaries of the Squaw Valley Fire Department of Placer County, as shown on Exhibit B.
6. The Board of Directors shall consider adjusting the fees identified in Exhibit "A" annually to reflect the actual rate of the individual providing and/or overseeing the service. Approval by the Board of Directors shall be by Ordinance, adopted at a regularly scheduled meeting of the Board prior to enactment of the increase after proper notice and public comment. Nothing herein contained shall be construed to limit the authority of the Board of Directors to amend, supplement, or change this ordinance or any regulations applicable thereto from time to time.
7. To the extent that the terms and provisions of this ordinance may be inconsistent or in conflict with the terms and conditions of any prior District ordinances, resolutions, rules, regulations or policies governing the same subject, the terms of this ordinance shall prevail with respect to the subject matter thereof and such inconsistent and conflicting provisions of prior ordinances, resolutions, rules, regulations and policies are hereby repealed.

8. That if any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.
9. That nothing in this Ordinance hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any other cause or causes of action acquired or existing, under any act or Ordinance hereby repealed as cited in Section IV of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.
10. This Ordinance shall take effect and be in force from 30 days after adoption by the SVPSD Board of Directors, until it is amended, suspended, and/or rescinded by the Board of Directors. The Board Secretary is directed to post and publish this Ordinance as required by law.

EXHIBIT A: Fire and Life Safety Cost Recovery Schedule
EXHIBIT B: Boundary Map

Ordinance 2020-01 was introduced, and the reading was waived, at a regular meeting of the Board of Directors of the Squaw Valley Public Service District on February 25, 2020.

PASSED AND ADOPTED this 31st day of March 2020 at a regular meeting of the Board of Directors of the Squaw Valley Public Service District by the following vote:

AYES:

NOES:

ABSENT:

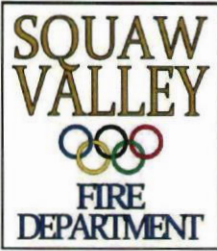
ABSTAIN:

APPROVED:

Dale Cox, Board President

ATTEST:

Jessica Asher, Board Secretary



FIRE & LIFE SAFETY COST RECOVERY SCHEDULE

Date:
 Project Title:
 Project Address:
 APN:
 County Permit #:
 Fees Paid:

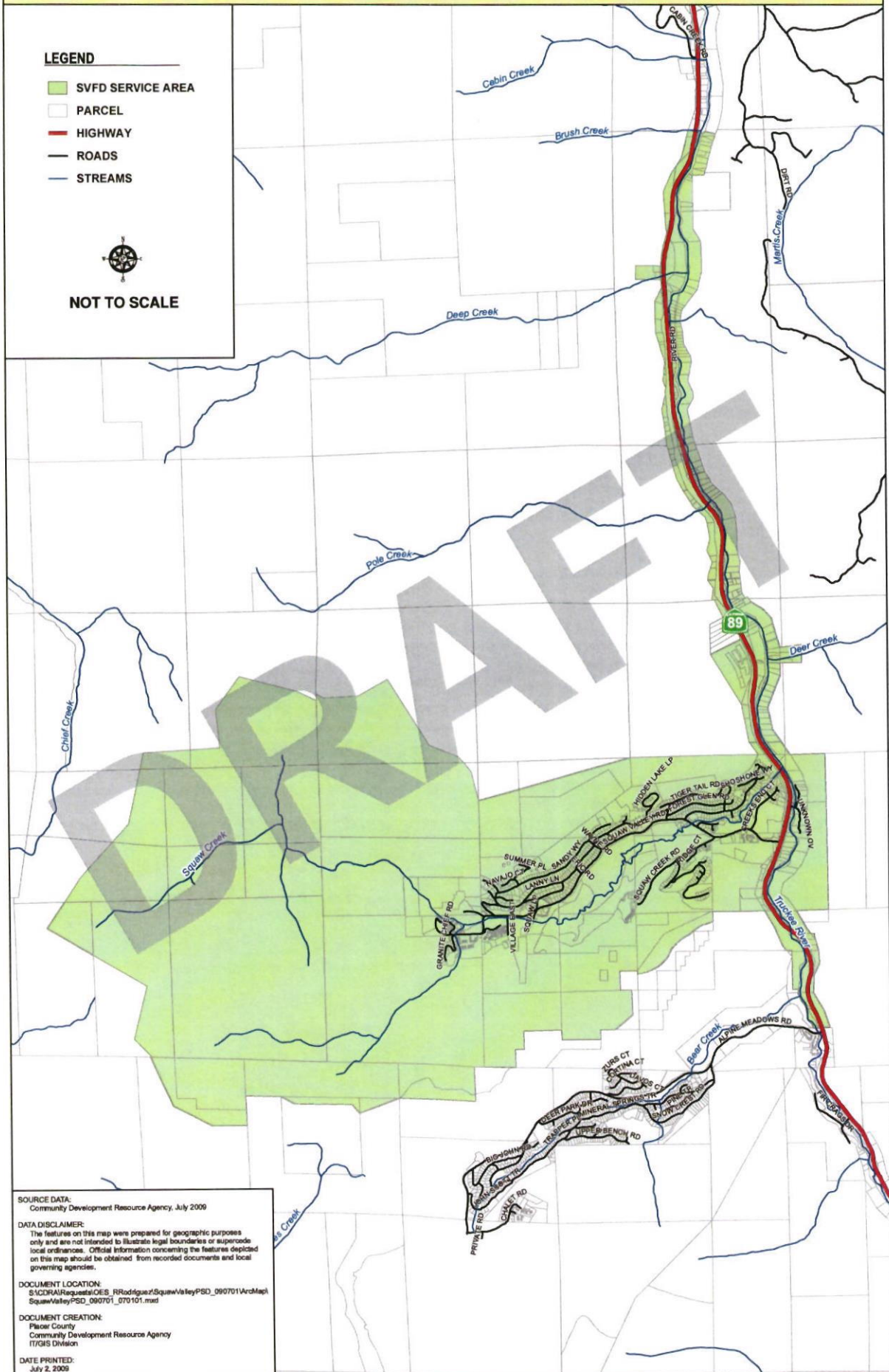
Contact:
 Telephone:
 Email:
 Application Submitted:
 Date of Final:

ALL CHARGES ARE A BILLED A MINIMUM OF ONE HOUR. AFTER ONE HOUR, FEES ARE BILLED IN ½ HOUR INCREMENTS, UNLESS OTHERWISE NOTED.

BUILDING & CONSTRUCTION		Fee	Qty.	Total	Paid
EPP	Engineering (site) Plan Check & Inspection	\$117.20			
TIP	Tenant Improvement Plan Check & Inspection	\$117.20			
TBU	Temporary Building Use & Inspection	\$117.20			
EPR	External Plan Review, Consultation, Etc. 3rd Party review cost + 10% Admin Fee				
SDR	Subdivision or other Site Design Approval Plan Review - less than 9 parcels	\$117.20			
SDP	Subdivision or other Site Design Approval Plan Review - greater than 9 parcels (2 hour min.)	\$234.40			
ARI	Additional Re-Inspection (Sprinklers, LPG, etc.)	\$117.20			
BUI	Business Inspections: (2 inspections included) 3 or more inspections subject to hourly rate/additional fines. (Per SVPD Fire Code 110.4 fines of up to \$1000/day may apply for non-compliance)	\$117.20			
SPRINKLER & FIRE ALARM SYSTEM					
	Sprinkler Plan Check (includes 2 inspections) less than 50 heads	\$351.60			
SPA	Sprinkler Inspection (additional after initial 2 inspections above)	\$117.20			
FAL	Fire Alarm System Plan Check (includes 2 inspections)	\$351.60			
FAA	Fire Alarm Inspection (additional after 2 inspections)	\$117.20			
UGS	Underground Fire Systems	\$117.20			
EPR	External Plan Review (50+ heads), Consult, Inspections, Etc. 3rd party costs plus 10% admin				
HDP	Hood & Duct System Plan Check & Inspection (per system)	\$234.40			
EVENTS					
TNT	Tents, Canopies, Temporary Structure Plan Check & Inspection	\$117.20			
FWK	Fireworks (Pyrotechnics) Review/Event Inspection	\$117.20			
ENS	Fire Engine Standby - CA OES Engine Rate (3 hour minimum)	\$253.62			
SPE	Special Events, EMS Plan Review	\$117.20			
LPG & TANK INSTALLATION					
LPG	Residential Propane Tank Installation (Above/Underground)	\$117.20			
UGT	Underground Flammable/Combustible Liquid Tank/Cylinders	\$117.20			
AGT	Above-Ground Flammable/Combustible Liquid Tank/Cylinders	\$117.20			
MISCELLANEOUS FEES					
DSI	Defensible Space Inspection (After 2nd Inspection)	\$117.20			
EXP	Rush/Expedited Fee (150%)	\$175.80			
REP	Report Request (Direct Cost of Duplication)				
	Investigation Report (Direct Cost of Duplication)				
HLM	Hazardous Materials Inventory/Storage Review	\$117.20			
OSN	Other Services Not Covered Above may be subject to hourly fees at Fire Marshall Discretion				

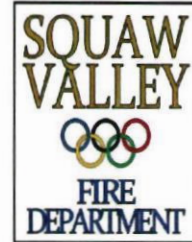
EXHIBIT B. SVFD BOUNDARY MAP

SQUAW VALLEY FIRE DEPARTMENT SERVICE AREA





SQUAW VALLEY PUBLIC SERVICE DISTRICT



District Administrative Code – Sewer Code Revisions

DATE: February 25, 2020
TO: District Board Members
FROM: Dave Hunt, District Engineer
SUBJECT: Revisions to the District Sewer Code – Building Lateral Pressure Testing – Connection Fee clarifications

BACKGROUND: This is an introduction and first reading of Ordinance 2020-02 which proposes to amend the Sewer Code as discussed below.

The revisions proposed at this time address several issues:

- Update Division II - Definitions to align with the definitions of the Water Code, specifically regarding customer type definitions.
- Revise Division VI – Rates and Fees to provide clarification on the application of sewer connection fee charges, specifically to multi-family residential and accessory dwelling units (ADU).
- Update Divisions III, VI, X, and XII to define additional testing requirements for private sanitary sewer facilities, including building sewer laterals and house sewer laterals.
- Revise Sewer Code Schedule A to more clearly define connection charges for all residential services, including ADUs.

DISCUSSION: The revisions proposed at this time address testing requirements for private sanitary sewer facilities, including building sewer laterals, and clarifications on sewer connection fee charges.

Building Sewer Lateral Testing

Staff is proposing to expand the testing requirements for existing building sewer laterals by requiring pressure testing prior to the close of escrow upon the sale of a house, building, or property being served, and at least every ten (10) years at the discretion of the General Manager. Testing of private sanitary sewer facilities is currently addressed in Section 3.16 and Section 6.11(E). The District is currently the only utility in the Tahoe basin that does not require testing under these circumstances. The Sewer Code changes proposed herein align with the

requirements imposed by our neighboring sewer agencies.

The Sewer Code defines both a Service Lateral and Building Lateral. A Service Lateral includes that portion of sewer pipe that extends from the District's main pipeline to its point of service (usually the property line or sewer easement line cleanout) and is a District-owned asset. A Building Lateral is the sewer pipe that extends from the building or house foundation to the *point of service* cleanout and is a privately owned sewer facility. The additional testing requirement proposed in the code change specifically target Building Laterals, which are the responsibility of the property owner.

The additional testing requirements are ultimately aimed at preventing sanitary sewer overflows (SSOs) and infiltration and inflow (I&I) caused by failed building laterals. Many older homes still rely on original building laterals that have become cracked, disjointed, or damaged by earth settlement or blockages. Unmaintained building laterals that become blocked or failed can contribute to SSOs of the public sewer system or to sewage backups into the building served by the lateral.

The proposed Sewer Code changes would require pressure testing of private laterals as outlined in Division X – Maintenance and Testing of Facilities, Section 10.02. The conditions requiring testing of building laterals and other private sanitary sewer facilities are listed below. The District currently requires testing on all occasions except for items 7 and 9.

1. Connecting a new structure to the District's sewer system.
2. Remodeling of the house, building or property served by the District's sewer system.
3. The addition of living quarters, such as ADUs.
4. Installation of additional plumbing fixtures in the house or property served and/or installation of an additional building lateral pipeline.
5. Change of use of the house, building, or property serviced from residential to business or commercial, or from non-restaurant commercial to restaurant commercial.
6. Upon repair or replacement of all or part of the building or house service laterals.
7. *Prior to the close of escrow upon the sale of a house, building or property served, or by private transfer of a house, building or property served, unless the house, building or property served has been tested within the previous five (5) years. However, if the building lateral is new or has been completely replaced, is constructed out of allowable pipe material, includes a double-wye cleanout, and has been tested within the previous ten (10) years, a pressure test will not be required prior to the close of escrow.*
8. Where inflow or infiltration is suspected, or if a defect in the building lateral is suspected based upon observation by the District.

9. *At the discretion of the General Manager, all building laterals shall be tested every ten (10) years at a minimum.*
10. Upon determination of the General Manager that testing or sanitary sewer replacement is required for the protection of the public health, safety, and welfare.

In order for a building lateral to be tested, there must be sewer cleanouts installed at the building foundation and point of service. If these cleanouts do not exist when a building lateral test is required, then it will be the property owner's responsibility to install the facilities necessary to perform a pressure test.

Division X also defines the requirements for testing when weather conditions or excavation restrictions prohibit testing. In these cases, the property owner would provide the District with a cash deposit, or escrow funds in an amount equal to 125% of the estimated cost to clean, test, repair, and/or replace the building lateral until such time that weather permits the work to be performed. If the building lateral fails the pressure test, the property owner would be required to repair or replace the lateral at their own expense.

Fees and Charges

In February 2018, the Board adopted Ordinance 2018-01 which updated Water Code Division II – Definitions, Division VI – Fees and Charges, and Schedule A to align with the *Squaw Valley Public Service District Water and Sewer Connection Fees* report (HDR April 2017).

This proposed Sewer Code update aims to align the same Sewer Code divisions with the Water Code to provide clarity and consistency for how units are defined and how the District charges connection fees to the specific types of development (i.e. single family residential, multi-family residential, ADUs, etc.). There are no changes proposed in Schedule A to the actual connection or annual service charges, as such a Proposition 218 Notice is not required.

ALTERNATIVES: This report is for information only and no action is requested of the Board.

FISCAL/RESOURCE IMPACTS: No fiscal impact to the District. There will be a slight impact to labor resources by witnessing additional sewer lateral pressure tests.

RECOMMENDATION: This report is for information only.

ATTACHMENTS:

- DRAFT Ordinance 2020-02 (2 pages)
- Sewer Code Index – Proposed (Draft) (5 pages)
- Sewer Code Index – Current (Original - redlined) (6 pages)
- Sewer Code, Division II – Definitions – Proposed (DRAFT) (10 pages)

- Sewer Code, Division II – Definitions – Current with Tracked Changes (16 pages)
- Sewer Code, Division III – General Provisions and Regulations – Proposed (Draft) (4 pages)
- Sewer Code, Division III – General Provisions and Regulations – Current with Tracked Changes (5 pages)
- Sewer Code, Division VI – Fees and Charges – Proposed (Draft) (9 pages)
- Sewer Code, Division VI – Fees and Charges – Current with Tracked Changes (11 pages)
- Sewer Code, Division X – Maintenance – Proposed (Draft) (4 pages)
- Sewer Code, Division X – Maintenance – Current with Tracked Changes (4 pages)
- Sewer Code, Division XII – Construction of Sewer Lines – Proposed (Draft) (3 pages)
- Sewer Code, Division XII – Construction of Sewer Lines – Current with Tracked Changes (3 pages)
- Sewer Code, Schedule A – 2019-20 Sewer Rates Revised – Proposed (Draft) (2 pages)
- Sewer Code, Schedule A – 2019-20 Sewer Rates – Current (Original - redlined) (3 pages)

DATE PREPARED: February 24, 2020

ORDINANCE 2020-02

**AN ORDINANCE OF THE SQUAW VALLEY PUBLIC SERVICE DISTRICT
ADOPTING REVISIONS TO DISTRICT ADMINISTRATIVE CODE CHAPTER 2,
(SANITARY SEWER SERVICE CODE)**

**BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE SQUAW VALLEY PUBLIC
SERVICE DISTRICT AS FOLLOWS:**

1. The Board of Directors of the Squaw Valley Public Service District does hereby adopt revisions to the District's Administrative Code, Chapter 2, Sewer Code as set out on Exhibit A, attached and incorporated herein. This Ordinance shall take effect and be in force from May 1st, 2020, until it is amended, suspended, and/or rescinded by the Board of Directors. The Board Secretary is directed to post and publish this Ordinance as required by law.
2. This ordinance shall be posted in two (2) conspicuous places located within the boundaries of the Squaw Valley Public Service District.
3. That if any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.
4. To the extent that the terms and provisions of this ordinance may be inconsistent or in conflict with the terms and conditions of any prior District ordinances, resolutions, rules, regulations or policies governing the same subject, the terms of this ordinance shall prevail with respect to the subject matter thereof and such inconsistent and conflicting provisions of prior ordinances, resolutions, rules, regulations and policies are hereby repealed.
5. That nothing in this Ordinance hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any other cause or causes of action acquired or existing, under any act or Ordinance hereby repealed as cited in Section IV of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.
6. Nothing herein contained shall be construed to limit the authority of the Board of Directors to amend, supplement, or change this ordinance or any regulations applicable thereto from time to time.

EXHIBIT A: Proposed District Administrative Code Chapter 2 (Sewer Code)

EXHIBIT B: Proposed Changes to District Administrative Code Chapter 2 (Sewer Code)

Ordinance 2020-02 was introduced, and the reading was waived, at a regular meeting of the Board of Directors of the Squaw Valley Public Service District on February 25, 2020.

PASSED AND ADOPTED this 31st day of March, 2020 at a meeting of the Board of Directors of the Squaw Valley Public Service District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dale Cox, Board President

ATTEST:

Jessica Asher, Board Secretary

DRAFT

**EXHIBIT A:
PROPOSED DISTRICT ADMINISTRATIVE CODE CHAPTER 2 (SEWER CODE)**

**SQUAW VALLEY PUBLIC SERVICE DISTRICT CODE
CHAPTER 2 SANITARY SEWER SERVICE CODE**

All Sections of this Code Chapter have been adopted by Ordinance 88-2, unless noted otherwise

DIVISION I	ADMINISTRATION	
Section 1.01	Title	1
Section 1.02	Scope	1
Section 1.03	Amendments	1
DIVISION II	DEFINITIONS	
Section 2.01	Scope	1
Section 2.02	Accessory Dwelling Unit (ADU)	1
Section 2.03	Apartment	1
Section 2.04	Board	2
Section 2.05	Building Lateral	2
Section 2.06	Building Sewer	2
Section 2.07	Collection System	2
Section 2.08	Commercial	2
Section 2.09	Condominium – Commercial	2
Section 2.10	Condominium – Residential (Sole Ownership)	2
Section 2.11	Cooking Facilities	3
Section 2.12	County Health Officer	3
Section 2.13	Customer	3
Section 2.14	District	3
Section 2.15	District Manager	3
Section 2.16	Domestic Sewage	3
Section 2.17	Duplex	3
Section 2.18	Effluent	4
Section 2.19	Fixture Units	4
Section 2.20	Frontage	4
Section 2.21	Halfplex	4
Section 2.22	Hotel / Motel Unit (Also includes Bed & Breakfast Establishments)	4
Section 2.23	Industrial Waste	5
Section 2.24	Inspector	5
Section 2.25	Interceptor	5
Section 2.26	Kitchenette	5
Section 2.27	Licensed Contractor	5
Section 2.28	Lock-Off Unit	5
Section 2.29	Lot	6
Section 2.30	Main Line Sewer or Force Main Sewer	6
Section 2.31	Mixed Use Facilities	6
Section 2.32	Multiple “Single Family Units”	6
Section 2.33	Ordinance	6
Section 2.34	Owner	6

Section 2.35	Permittee.....	6
Section 2.36	Person.....	6
Section 2.37	Pollution of Underground or Surface Waters.....	7
Section 2.38	Point of Service.....	7
Section 2.39	Premises.....	7
Section 2.40	Private Fixtures.....	7
Section 2.41	Private Sanitary Sewer Facilities.....	7
Section 2.42	Private Sewer.....	7
Section 2.43	Public Fixtures.....	7
Section 2.44	Public Sewer.....	7
Section 2.45	Residential Condominium.....	7
Section 2.46	Saddle.....	8
Section 2.47	Section.....	8
Section 2.48	Seepage Pit.....	8
Section 2.49	Septic Tank.....	8
Section 2.50	Service Lateral.....	8
Section 2.51	Sewage.....	8
Section 2.52	Sewage Pumping Plant.....	8
Section 2.53	Single Family Dwelling Unit.....	8
Section 2.54	Street Property Line.....	8
Section 2.55	Swimming Pool.....	9
Section 2.56	Tapping.....	9
Section 2.57	Tee or T.....	9
Section 2.58	User Fees.....	9
Section 2.59	Wye or Y.....	9
DIVISION III	GENERAL PROVISIONS AND REGULATIONS	
Section 3.01	Amendments.....	1
Section 3.02	Delegation of Powers.....	1
Section 3.03	Validity.....	1
Section 3.04	Enforcement.....	1
Section 3.05	Minimum Standards.....	1
Section 3.06	Penalty for Violation.....	1
Section 3.07	Continued Violation.....	1
Section 3.08	Notice.....	1
Section 3.09	Time Limits.....	1
Section 3.10	Identification.....	2
Section 3.11	Maintenance Inspections.....	2
Section 3.12	Access Requirements.....	2
Section 3.13	Interference with Inspectors.....	2
Section 3.14	Maintenance of Plants, Interceptors, and Other Facilities.....	2
Section 3.15	Operation and Maintenance Responsibilities.....	2
Section 3.16	Pool, Rain and Surface Water Drainage.....	3
Section 3.17	Notice to Stop Work.....	3

Section 3.18	Mandatory Sewer Connections.....	3
Section 3.19	Location of Service Lateral Inconsistent With District Record Maps.....	4
Section 3.20	Non-existent Service Laterals Shown on Record Maps	4
DIVISION IV	GENERAL POWERS AND DUTIES	
Section 4.01	Record of Fees.....	1
Section 4.02	Estimated Valuations.....	1
Section 4.03	Joint Action with other Public Agencies	1
Section 4.04	District Manager to Issue Permit.....	1
Section 4.05	Certificate of Final Inspection	1
DIVISION V	PERMITS	
Section 5.01	Permit Request.....	1
Section 5.02	When Written Contract Required	1
Section 5.03	When Permit Not Required.....	1
Section 5.04	Validity of Permits.....	1
Section 5.05	Application for Permit	3
Section 5.06	Renewal of Existing Permit.....	4
Section 5.07	No Refunds	4
Section 5.08	Sewer Mains in Public Ways	4
Section 5.09	Plan Approval Required.....	4
Section 5.10	Pumping Plants	4
Section 5.11	Excessive Discharge of Sewage	5
Section 5.12	Pre-Plan Check Policy.....	5
Section 5.13	Variance	5
DIVISION VI	FEES AND CHARGES	
Section 6.01	Plan Checking Fees	1
Section 6.02	Sewer Construction Permit Fee.....	1
Section 6.03	Connection Fee.....	1
Section 6.04	Billing for Sewer Service.....	3
Section 6.05	Fee For Processing Sewer Line Easements.....	3
Section 6.06	Application Fee.....	3
Section 6.07	Fees for Preparing Or Checking Special Studies.....	4
Section 6.08	Septic Tank, Cesspool and Holding Tank Discharge Prohibited.....	4
Section 6.09	Collection of Fees Charged	4
Section 6.10	Rates and Charges for Sewer Service	4
Section 6.11	Billing Procedures	6
Section 6.12	Collection of Sewer Use, Service Charges and Rates.....	7
Section 6.13	Deposit.....	9
DIVISION VIII	INSPECTION	
Section 8.01	Inspection by District Manager or Designee	1
Section 8.02	Notification When Ready For Inspection.....	1
Section 8.03	Work Shall be Uncovered and Convenient	1

Section 8.04	Correction of Defective Work.....	1
Section 8.05	Materials and Construction to Meet Standard Specifications	1
Section 8.06	Facilities Not to be Used Prior to Final Inspection.....	1

DIVISION IX

ENFORCEMENT

Section 9.01	Authority of District	1
Section 9.02	Public Nuisance	1
Section 9.03	Public Nuisance, Abatement.....	1
Section 9.04	Discontinuance of Service	1
Section 9.05	Notice Prior to a Discontinuance of Residential Service for Nonpayment	2
Section 9.06	Notice Prior to a Discontinuance Other than a Discontinuance of Residential Service for Nonpayment	3
Section 9.07	Notice of Discontinuance of Residential Service to Customers on Master Service Laterals.....	3
Section 9.08	Discontinuance of Service on Weekends, Holidays or After Hours	3
Section 9.09	Amortization of Delinquent Bill for Residential Service	3
Section 9.10	Authority to Settle Controversies Relating to Discontinuance and to Permit Amortization of Delinquent Bills.....	4
Section 9.11	Notice Required Prior to Discontinuance of Service for Failure to Comply with Amortization Agreement	4
Section 9.12	Disconnection/Reconnection	4
Section 9.13	Means of Enforcement Only	4
Section 9.14	Lien	4
Section 9.15	Cumulative Remedies	5
Section 9.16	Appeals	6

DIVISION X

MAINTENANCE AND TESTING OF FACILITIES

Section 10.01	Maintenance and Testing of Private Sanitary Sewer Facilities.....	1
Section 10.02	Conditions Requiring Testing of Sanitary Sewer Facilities.....	1
Section 10.03	Testing Procedures for Existing Sanitary Sewer Facilities	2
Section 10.04	Time Limits for Completion of Testing Procedures.....	2
Section 10.05	Cash Security in Lieu of Testing.....	2
Section 10.06	Unsatisfactory Test Results	4
Section 10.07	Removal of or Injury to Sewer.....	4
Section 10.08	Opening Manhole.....	4

DIVISION XI

DISCHARGE OF WASTE TO PUBLIC SEWER

Section 11.01	Waste Disposal Permit Required	1
Section 11.02	Revocation of Permit	1
Section 11.03	Application Form	1
Section 11.04	Permit.....	1
Section 11.05	Liquid Waste Disposal	1
Section 11.06	Pretreatment Plans Required	1
Section 11.07	Limitations on Use of Sewer	2

Section 11.08	Water	3
Section 11.09	Toxic Substances	3
Section 11.10	Rights of Permittee	3
Section 11.11	Application Fee for Waste Permit	3
Section 11.12	Waste Treatment Plants or Facilities Required	3
Section 11.13	Installation	3
Section 11.14	Maintenance and Operation of Private Treatment Plants or Facilities	4
Section 11.15	Access to Properties	4
Section 11.16	Installation of Sand and Grease Interceptors	4
Section 11.17	Time for Compliance	4
DIVISION XII	CONSTRUCTION OF SEWER LINES	
Section 12.01	Definitions	1
Section 12.02	Financial Responsibility for Construction of Sewer Line	1
Section 12.03	Construction of Collection System	1
Section 12.04	Performance, Payment and Maintenance Surety Bond	2
Section 12.05	Liability	2
Section 12.06	Formation of Improvement District	2
Section 12.07	Size of New Force Main	2
Section 12.08	District's Option to Construct Facilities	2
Section 12.09	Application for Force Main Extension Agreement	3
Section 12.10	Force Main Extension Agreement	3
Section 12.11	Dedication Requirements	3
Section 12.12	Initiation of Sewer Service	3

Schedule A – Sewer Rates

DIVISION II DEFINITIONS

Section 2.01 Scope

The words and phrases appearing in this Chapter shall have the following meanings, unless it shall be apparent from the context that they have a different meaning.

Section 2.02 Accessory Dwelling Unit (ADU)

An attached or detached residential dwelling unit which provides complete independent living facilities for one or more persons. It includes permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling.

The total area of floor space of an attached ADU shall not exceed 50 percent of the proposed or existing primary dwelling living area. The total area of floor space for an attached or detached ADU shall not exceed 1,200 square feet.

ADUs are owned by the same owner of the Single Family Dwelling on the parcel.

ADUs can also be referred to as a "mother-in-law unit", "second unit", or "granny flat".

ADU Connection Fees are applied as follows:

Scenario	Connection Fee (Y/N)	Physical Connection
Attached or detached ADU that does not increase the existing space of an existing primary residence and / or ancillary structure	No	No New Connection
Attached or detached ADU that increases the existing space of an existing primary residence and / or ancillary structure	Yes	New Connection Possible
Construction of an attached or detached ADU concurrent with primary residence	Yes	Two Connections Possible
Discovery of an existing attached or detached ADU	No	Inspection and Testing of Connection Possible

ADUs are charged User Fees established for Multi-Family Residential Units. There are no consumption charges.

ADUs are served by a single water meter serving the Single Family Dwelling and ADU.

Section 2.03 Apartment

Consist of five (5) or more independent living spaces in one building. They have common areas and amenities for everyone in the complex to enjoy. There are no private yards for apartment dwellers. Apartments are usually anywhere from 1 to 3 bedrooms with 1 to 2 bathrooms. They also usually have adjoining walls, floors, and ceilings with other tenants.

An apartment complex is owned by a single entity and leased out to individual tenants.

An apartment is different than a condominium in that an apartment is a unit in a larger building with one owner, where a condo is a unit in a larger building and each unit can be individually owned.

A Multi-Family Residential Unit Connection Fee applies.

Apartments are charged User Fees established for Multi-Family Residential Units. There are no consumption charges.

An apartment building is served water by a master-meter.

Section 2.04 Board

"Board" means the Board of Directors of the Squaw Valley Public Service District.

Section 2.05 Building Lateral

The sanitary sewer pipeline extending from outside of the building foundation to the service lateral connection point at the point of service (usually located at the property line or sewer easement line). The cleanouts at the building foundation and service lateral connection point are part of the building lateral.

Section 2.06 Building Sewer

That part of the piping of a drainage system which ends at a point five (5) feet outside the foundation of the building or structure and discharges to the building lateral.

Section 2.07 Collection System

The system by which sewage is collected throughout the service area within the District, including but not limited to, private sanitary sewage facilities, lateral sewers, main line sewers, interceptors, pumping plants and all other appurtenances.

Section 2.08 Commercial

Any use on lands or buildings where the owner is engaged in trade or business including, but not limited to, hotels, motels, restaurants, stores, service stations, schools, churches, professional offices, retail stores, etc. See the definition for "Hotel / Motel Unit" in this section.

Connection Fees are based on meter size.

User Fees consist of a Commercial base rate as well as a flat rate for consumption for any gallons in excess of 75,000 gallons per year.

Commercial units are served by individual meters.

Section 2.09 Condominium

Condominium, or condo, units are individually owned, each owner receiving a recordable deed to

the individual unit purchased, including the right to sell, mortgage, etc. that unit and sharing in joint ownership of any common grounds, passageways, etc. and common property (i.e. elevators, halls, roof, stairs, etc.) under the umbrella of an HOA. Condo owners only own the interior of their unit. They also usually have adjoining walls, floors, and ceilings with other units.

A condominium unit is an individually owned residential parcel or dwelling unit within a Condominium Development.

A condominium is different than an apartment in that a condo is a unit in a building where each unit is individually owned; an apartment is a unit in a larger building with one owner. Townhomes are considered to be the same as condominiums.

A Condominium Unit may have a "Lock-Off Unit". See the definition for "Lock-Off Unit" in this section.

A Multi-Family Unit Connection Fee applies to each Condo Unit. Condominium buildings are also charged Commercial Connection Fees for the meter installed to serve all other water demands on the property.

Condominiums are charged User Fees established for Multi-Family Residential Units. There are no consumption charges. In addition, Commercial User Fees (base rate and consumption charges) are charged to serve all other water demands on the property.

All Condominium units are served water by a master-meter and the building's commercial uses are served water by a separate meter(s).

Section 2.10 Condominium – Commercial

"Commercial Condominium" shall have the same meaning as a residential condominium with the additional provision that it is managed in such a manner as determined by the District to be of a commercial nature or it is configured such that treating it as a commercial condominium would be the most equitable means of billing the user.

Section 2.11 Condominium – Residential

"Residential Condominium" shall mean an estate in real property consisting of an undivided common interest in a portion of a parcel of real property together with a separate interest in a living unit of the residential multiple unit.

Section 2.12 Cooking Facilities

A facility used or designated to be used for the cooking or preparation of food and includes any full-size refrigerator, stovetop and oven, kitchen sink, microwave, and / or dishwasher.

"Cooking Facilities" are different from a "Kitchenette" in that "Cooking Facilities" contain a full-size refrigerator, stovetop, oven, kitchen sink, or dishwasher.

Section 2.13 County Health Officer

"County Health Officer" means the County Health Officer of the County of Placer, or his authorized deputy, agent, representative, or inspector.

Section 2.14 Customer

"Customer" shall mean any person described herein who receives sanitary sewer service from or discharges sewage to the District system.

Section 2.15 District

"District" means the Squaw Valley Public Service District.

Section 2.16 District Manager

"District Manager" shall mean the Manager of the District or other person designated by the Board or the Manager to perform the services or make the determinations permitted or required under this Chapter by the District Manager.

Section 2.17 Domestic Sewage

"Domestic Sewage" means the waterborne wastes derived from the ordinary living processes and of such character as to permit satisfactory disposal, without special treatment, into the public sewer or by means of a private sewage disposal system.

Section 2.18 Duplex

A house that accommodates two separate families or residents at the same time, with two separate entrances from the outside for each. Usually, when looking at a duplex it will look like a large house, but it will have two entrances to the two separate living spaces. They can be side by side, one story, or two stories. Inside it will have all the rooms you would expect in a single-family home including bathrooms, a kitchen, bedrooms, etc. On some occasions there will also be two garage doors. The owner is responsible for interior and exterior upkeep, landscape, etc.

Duplex ownership is generally single ownership for the entire structure, deeded as one parcel.

There are also triplexes and quadplexes that are the same but have three (3) and four (4) living spaces (units), respectively, instead of the two units in the duplex.

A triplex and quadplex are different than an apartment building in that the number of units in the building is less than five.

A duplex is different than a halfplex in that a duplex has one owner for the entire parcel. Each unit of a halfplex can be individually-owned and each unit has its own parcel number.

A Multi-Family Residential Unit Connection Fee applies to each units of the Duplex.

Duplexes are charged User Fees established for Multi-Family Residential Units. There are no consumption charges.

Duplex units are served water by a single water meter, serving both units.

Section 2.19 Effluent

"Effluent" means the liquid flowing out of any treatment plant or facility constructed and operated for the partial or complete treatment of sewage or industrial waste.

Section 2.20 Fixture Units

"Fixture Units" means fixture unit load values for drainage piping and plumbing, and shall be as specified in the Uniform Plumbing Code.

Section 2.21 Frontage

"Frontage" means the length or width in feet applied to a lot based on the benefit received from the abutting sewer line, as determined by the District.

Section 2.22 Halfplex

A halfplex is one-half of an attached residence. There are two halfplexes per building, but each unit can be individually owned and each has its own parcel number. For all practical purposes, a halfplex is like a single family residence that shares a common wall.

Owners own their unit's interiors and exteriors, including roof, lawn, and driveway (sometimes), but not the common areas. The responsibility of landscape maintenance, exterior maintenance and repair, etc. is on the individual owner, generally meeting the requirements of CCRs.

A halfplex is different than a duplex in that each unit is deeded separately and each has its own parcel number; a duplex has one owner for the entire parcel.

A Single Family Dwelling Connection Fee applies to each unit in the halfplex.

Each halfplex unit is charged User Fees established for Single-Family Residential Units. There is no charge for consumption.

Each unit is served by an individual water meter.

Section 2.23 Hotel / Motel Unit (Also includes Bed & Breakfast Establishments)

A mixed-use establishment providing lodging and other guest services, rented out on a day-to-day basis. It is typically a single room with a bathroom facility and sometimes a kitchenette. A hotel room may include two rooms with two bathrooms with or without a single kitchenette. A hotel unit does not contain Cooking Facilities. Hotels include Bed and Breakfast establishments.

A Hotel is an individually owned commercial parcel.

A Hotel is different than a condo in a rental pool in that a hotel unit is owned by the building owner; a condo unit is individually owned and there are many owners in a condo building.

A Hotel room (unit) is the same as a condo unit in a rental pool in that a hotel unit is used for lodging on a short-term basis; a condo unit in a rental pool has similar use.

Commercial Connection Fees apply to Hotels and Motels.

User Fees consist of a Commercial base rate and flat rate for consumption.

Hotels are served water by a master-meter and the hotel's commercial uses may be served water by a separate meter.

Section 2.24 Industrial Waste

"Industrial Waste" means any and all waste substances, liquid or solid, except domestic sewage, and includes among other things radioactive wastes and explosives, noxious or toxic gas when present in the sewage system.

Section 2.25 Inspector

"Inspector" means the authorized inspector, deputy, agent or representative of the District.

Section 2.26 Interceptor

An "Interceptor" is a device designed and installed so as to separate and retain deleterious, hazardous or undesirable matter from wastes. "Interceptor" shall also mean a major sewer line

that collects waterborne wastes from several trunks or pumping stations and conveys it to a sewage treatment plant.

Section 2.27 Kitchenette

A small cooking area usually in hotel type facilities that could include a coffee maker, microwave oven, toaster oven, dorm / half-refrigerator, and / or a bar sink.

A "Kitchenette" is different from "Cooking Facilities" in that a "Kitchenette" does not contain a full-size refrigerator, stovetop, oven, kitchen sink, or dishwasher.

Section 2.28 Licensed Contractor

"Licensed Contractor" means a contractor having a valid license issued pursuant to Chapter 9, Division 3, of the Business and Professions Code, State of California, which license includes the activities listed on permit applied for.

Section 2.29 Lock-Off Unit

Condominium units and hotels are often constructed with Lock-Off Units. A condominium with a Lock-Off Unit, sometimes called a lockout unit, is a condominium that can be divided into two or more separate sections by a locking door. The owner of a Lock-Off has several options when it comes to renting out the unit: they can rent the entire unit to one party, stay in one part of the unit and rent out the parts, or rent out all parts to different parties. While the main, or full unit, may have a full kitchen and laundry facilities, the Lock-Off Unit(s) will likely look more like a hotel room - with one room, a bathroom, possibly a kitchenette, and a separate door to enter or exit to the hallway or outdoors.

Lock-off Units are owned by the same owner as the main unit and have the same parcel number as the main unit.

Lock-Off Units are different than an apartment in that it can be joined to another living unit under common ownership by unlocking a door internal to the condo unit.

A Multi-Family Residential Unit Connection Fee applies to each Lock-Off Unit. The main condominium unit is also charged a Multi-Family Residential Unit Connection Fee.

Lock-Off Units are charged User Fees established for Multi-Family Residential Units. In addition, the main, or full, unit is charged User Fees established for Multi-Family Residential Units. There are no consumption charges.

All Lock-Off Units are served water by a master-meter along with other condo units. The condominium's commercial uses are metered separately.

Section 2.30 Lot

"Lot" means any piece or parcel of land bounded, defined, or shown upon a map or deed recorded or filed in the office of the County Recorder of Placer County, provided, however, that in the event any building or structure covers more area than a lot as defined above, the term "lot" shall include all such pieces or parcels of land upon which said building or structure is wholly or partly located, together with the yards, courts and other unoccupied spaces legally required for the building or structure.

Section 2.31 Main Line Sewer or Force Main Sewer

"Main Line Sewer" or "Force Main Sewer" means any public sewer in a dedicated right of way in

which changes in alignment and grade occur only at manholes, or where angle points or curves between manholes have been approved by the District. Such sewer lines are generally six (6) inches or more in diameter.

Section 2.32 Mixed Use Facilities

Parcels or facilities with both residential and commercial uses.

Connection Fees are charged based on the land use.

User Fees are charged based on the land use. The commercial portion will be charged a commercial base rate and consumption rate. The residential portion will be charged in accordance with its land use. See Schedule A.

Commercial and residential uses shall be separately metered.

Section 2.33 Multiple "Single Family Units"

Multiple "Single Family Units" as used herein means any residential housing facility containing two or more separate living units as defined for "Single Family Dwelling Unit" in this section. Separate, as used herein, means isolated by means of partition, wall, door, floor, ceiling, or other obstruction, which detaches one living unit from another.

Examples of Multi-Family Units include Condominiums, Townhomes, Apartments, Duplex units, Accessory Dwelling Units (ADUs), Lock-Off Units (with or without Cooking Facilities or Kitchenette).

Section 2.34 Ordinance

"Ordinance" means an ordinance of the Squaw Valley Public Service District.

Section 2.35 Owner

"Owner" shall mean any person who by lease, contract of sale, deed, deed with security as trust deed, mortgage, or other evidence of indebtedness, estate or other color of right, or color of title, has fee title or demonstrates, or ostensibly demonstrates the authority to grant, or accept the incidents of ownership to any lot, premises, or parcel of land.

Section 2.36 Permittee

"Permittee" means the person to whom a permit has been issued pursuant to the provisions of this chapter.

Section 2.37 Person

"Person" shall mean any person, firm, company, corporation, partnership, association, any public corporation, political subdivision, city, county, district, the State of California, or the United State of America, or any department or agency thereof.

Section 2.38 Pollution of Underground or Surface Waters

"Pollution of Underground or Surface Waters" means affecting such waters in a manner which, if allowed to continue, would render them unfit for human or animal use or toxic to vegetation to an extent adversely affecting plant growth.

Section 2.39 Point of Service

"Point of Service" shall mean the point of physical connection of private sanitary sewer facilities to the public sewer. For residential customers, this is typically the sanitary sewer easement or property line. The Point of Service defines the interface between the District and private ownership

of sewer facilities.

Section 2.40 Premises

"Premises" shall mean any lot, or any piece or parcel of land comprising two or more lots of record in one ownership, or any building or other structure or any part of any building or structure used or useful for human habitation or gathering or for carrying on a business or occupation or any commercial or industrial activity.

Section 2.41 Private Fixtures

"Private Fixtures" are those which are intended for the use of an individual, or which are limited to the use of the employees of a business, provided that the number of employees in that business at any one time does not exceed the ratio of five employees to each restroom.

Section 2.42 Private Sanitary Sewer Facilities

The system of pipelines, manholes, cleanouts, pump stations, interceptors, building laterals, and/or related appurtenances, not operated or maintained by the District, that carry liquid and waterborne waste from residential, commercial, or industrial facilities to the District's sanitary sewer system.

Section 2.43 Private Sewer

"Private Sewer" means a sewer system serving an independent sewer disposal system not connected with a public sewer and which accommodates one or more buildings or industries.

Section 2.44 Public Fixtures

"Public Fixtures" are those which are intended for the use of the employees of a business when the ratio of employees per restroom exceeds 5 to 1; or those fixtures in a business which are for unrestricted use by clients or customers of the business; or members of the public; or those which are located in places to which the public is invited, or places which are frequented by the public without special permission, or other installations where fixtures are installed so that their use is similarly unrestrictive.

Section 2.45 Public Sewer

"Public Sewer" means a sewer that is controlled by or under the jurisdiction of the District.

Section 2.46 Saddle

A "Wye Saddle" is a short pipe fitting with a shoulder at one end to allow the application of the fitting to a hole tapped in the main line sewer such that the short pipe shall form a 45 degree angle from the main line sewer pipe.

A "Tee Saddle" is a short pipe fitting with a shoulder at one end to allow the application of the fitting to a hole tapped in the main line sewer such that the short pipe shall form a 90 degree angle from the main line sewer pipe.

Section 2.47 Section

"Section" means a section of this chapter unless some other ordinance, chapter or statute is mentioned.

Section 2.48 Seepage Pit

A "Seepage Pit" is a lined excavation in the ground which receives the discharge of a septic tank, so designed as to permit the effluent from the septic tank to seep through its bottom and sides.

Section 2.49 Septic Tank

A "Septic Tank" is a watertight receptacle which receives the discharge from a sewage system designed and constructed so as to retain solids, digest organic matter through a period of detention and allow the liquids to discharge into the soil outside of the tank through a drain field system or one or more seepage pits.

Section 2.50 Service Lateral

"Service Lateral" means the sanitary sewer piping which extends from the District main pipeline to the point of service (usually the property line or sewer easement line cleanout). The point of service cleanout is part of the building lateral.

Section 2.51 Sewage

"Sewage" means any waterborne or liquid wastes including domestic sewage and industrial waste, but does not include or mean storm water, ground water, roof or yard drainage.

Section 2.52 Sewage Pumping Plant

"Sewage Pumping Plant" means any works or device used to raise sewage from a lower to a higher level or to overcome friction in a pipe line.

Section 2.53 Street Property Line

As used in this chapter, "Street Property Line" means a State or County right-of-way line or a road easement line immediately adjacent to the premises.

Section 2.54 Swimming Pool

"Swimming Pool" means all swimming or wading pools containing 2,000 gallons of water or more.

Section 2.55 Tapping

"Tapping" means the forming of a Tee or Wye branch connection to a main line sewer by installing a Tee or Wye Saddle after the sewer is in place.

Section 2.56 Tee or T

"Tee" or "T" means a fitting for a branch on which the spur joins the barrel of the pipe at an angle of approximately 90 degrees.

Section 2.57 User Fees

User Fees are levied and assessed annually against consumers for the purposes of providing funds for the maintenance, operation and capital improvements of the District.

Each lot or premises which is connected to and each owner or customer distributing wastewater into the District's collection system shall pay an annual sewer service charge. These are also known as Service Fees or "Rates & Charges for Sewer Service".

Section 2.58 Wye or Y

"Wye" or "Y" means a fitting for a branch on which the spur joins the barrel of the pipe at an angle of approximately 45 degrees.

DIVISION III GENERAL PROVISIONS AND REGULATIONS

Section 3.01 Amendments

Whenever a power is granted to any portion of this Chapter, such reference applies to all amendments and additions thereto.

Section 3.02 Delegation of Powers

Whenever a power is granted to or a duty imposed upon the District by provisions of this Chapter, the power may be exercised or the duty performed by an authorized person or agent of the District.

Section 3.03 Validity

In any provisions of this Chapter or the application thereof to any person or circumstance, is held invalid, the remainder of the Chapter, and the application of such provisions to other persons or circumstances shall not be affected thereby.

Section 3.04 Enforcement

This District Manager shall enforce the provisions of this Chapter and for such purpose shall have the powers of a peace officer. Such powers shall not limit or otherwise affect the powers and duties of the Placer County Health Officer.

Section 3.05 Minimum Standards

Facilities shall be designed so as to produce an effect which will not pollute underground or surface waters, create a nuisance, or menace the public peace, health, or safety. The District Manager shall consult with the Health Officers and officials of public agencies, and from time to time, promulgate standards which may vary according to location, topography, physical conditions, and other pertinent factors.

The minimum acceptable standards for design and construction of sewage collection systems within the District shall be the latest version of the Squaw Valley Public Service District's Technical Specifications.

Section 3.06 Penalty for Violation

Every person violating any provision of this Chapter or any conditions or limitation of permit issued pursuant thereto is guilty of a misdemeanor punishable in the manner provided by law.

Section 3.07 Continued Violation

Each day during which any violation described in this Chapter as willful continues shall constitute a separate offense punishable as provided by this Chapter.

Section 3.08 Notice

Unless otherwise provided herein, any notice required to be given by the District Manager under this Chapter shall be in writing and may be mailed by regular first-class mail to the last address known to the District Manager. Where the address is unknown, service may be made as above provided upon the owner of record of the property.

Section 3.09 Time Limits

Any time limit provided for in this Chapter may be extended by mutual written consent of both the District and the permittee or applicant, or other person affected.

Section 3.10 Identification

Inspectors and maintenance men shall identify themselves upon request when entering upon the work of any contractor or property owner for any inspection or work required by this Chapter.

Section 3.11 Maintenance Inspections

The District Manager may inspect, as often as he deems necessary, every main line sewer, sewage pumping plant, sewage connection, interceptor, or similar appurtenances to ascertain whether such facilities are maintained and operated in accordance with the provisions of this Chapter. All persons shall permit and provide the District Manager with access to all such facilities at all reasonable times.

Section 3.12 Access Requirements

No physical object or structure, including but not necessarily limited to permanent or temporary structures, plantings, landscaping, fill, boulders, rockery walls or irrigation systems shall be located on or within a District sewer line easement or placed in such a position as to unreasonably interfere with District's access, maintenance or repair of any facility located within a sewer line easement and as described in Section 3.11. Any such obstruction, upon request of the District's General Manager, or his designee, shall immediately be removed by the property owner at no expense to the District and once removed shall not be replaced on or within the easement.

Upon the District's written notification to the property owner, any and all obstructions which impede or prevent access to the utility easement shall be removed by the owner at no cost to the District. If, after 45-days notice, the Owner has failed or refused to remove the obstruction(s) affecting the utility easement, District shall, at its election, remove the obstructions and bill the Owner to recover District expenses incurred in connection therewith. Owner shall be responsible for payment of all District expenses, including staff time, administrative fees, legal fees, charges from independent contractors and/or as otherwise associated with removal of Owner's encroachments upon or within District's utility easement.

The obligation to pay District expenses shall become due upon presentation of a billing therefor and shall become delinquent if not paid within forty-five (45) days from date of billing presentation. Any delinquent payment shall gather interest at the Annual Percentage Rate of twelve percent (12%) from date of delinquency until paid. If the bill remains unpaid for a period of forty-five (45) days from presentation of the original billing, the District will forward the delinquent charges to Placer County for collection on the Owner's property tax bill.

Section 3.13 Interference with Inspectors

No person shall, during reasonable hours, refuse, resist, or attempt to resist the entrance of the District Manager into any building, plant, yard, field, or other place or portions thereof in the performance of his duty within the power conferred upon him by law or by this Chapter.

Section 3.14 Maintenance of Plants, Interceptors, and Other Facilities

The requirements contained in this Chapter, covering the maintenance of sewage pumping plants, interceptors, or other appurtenances, shall apply to all such facilities now existing or hereafter constructed. All such facilities shall be maintained by owners thereof in a safe and sanitary condition, and all devices or safeguards which are required by this Chapter for the operation of such facilities shall be maintained in good working order.

This section shall not be construed as permitting the removal or non-maintenance of any devices or safeguards on existing facilities unless authorized in writing by the District Manager.

Section 3.15 Operation and Maintenance Responsibilities

- A. The owner of the property served and customer served by the District's collection system shall be responsible for the operation and maintenance, repair, and replacement of the private sanitary sewer facilities, and all devices or safeguards required by this Chapter, which are located upon the property owned by the property owner or occupied by the customer.
- B. The District shall be responsible for the operation and maintenance, repair, and replacement of that portion of the collection system which is in the state or county right-of-way or District easement, which has been dedicated to the District or which is not located upon the property of the person served by the District's collection system.
- C. With the exception of those sanitary sewer facilities which have been dedicated to the District or are located within a state or county right-of-way or District easement, the owner or their contractor or agent shall, at their own risk and expense, install, keep and maintain in good repair all private sanitary sewer facilities (sanitary sewer pipelines, force mains, manholes, building laterals, equipment, pump stations, and related appurtenances) situated on the premises so served. The District shall not be responsible for any losses, damages, claims or demands caused by improper or defective installation, operation, or maintenance of private sanitary sewer facilities by the owner, its contractors, agents or employees, whether inspected and/or approved by the District. All such installations of private sanitary sewer facilities shall conform with all federal, state, county, and local laws, ordinances, rules and regulations.
- D. The property owner or customer served by the District's collection system shall be responsible and solely liable for all costs incurred by the District in connection with the repair or replacement of all damage to the system caused by the property owner, customer, or their respective contractors, agents, or employees, including but not limited to sewage line obstructions, wherever located.
- E. All private sanitary sewer facilities found in need of repair as a result of testing procedures conducted as required by this Chapter shall be repaired or replaced to the current standards set forth in the District Code.

Section 3.16 Pool, Rain and Surface Water Drainage

No private pool, receptacle, area, or roof which receives or disposes of rainwater or surface water shall be connected to the collection system. All swimming pools may discharge backwash and drain wastewater to the public sewer as set forth in this section.

If swimming pool draining and backwash is discharged to the main system, prior written approval must be obtained from the District Manager. No person shall discharge any substance in the District's collection system without first applying for a permit from the District. The District Manager reserves the right to prohibit the draining of swimming pools when, in his opinion, such activity would deleteriously affect the operation of the sewage works. Draining operations shall take place only between the hours of 9 p.m. and 7 a.m. or at any other time with prior approval of the District Manager.

Section 3.17 Notice to Stop Work

Whenever any construction is being done contrary to the provisions of any law, standard, or ordinance, the District Manager shall issue a written notice to the responsible party to stop work on that portion of the work on which the violation has occurred. No work shall be done on that portion until corrective measures have been taken and approved by the District Manager.

Section 3.18 Mandatory Sewer Connections

All occupancies requiring sanitation facilities as defined in the Uniform Building Code or as

determined by the appropriate state agency shall be connected to the public sewer system. Notwithstanding any provision to the contrary, structures shall be connected to the public sewer system by July 1, 1989, if the public sewer system is available. Availability shall mean a public sewer system which has been constructed and is in use within two hundred (200) feet of the premises.

No person shall cause or permit the disposal of sewage or other liquid waste into any drainage system which is not connected to the public sewer system when such connection is required by this section.

Section 3.19 Location of Service Lateral Inconsistent With District Record Maps

Whenever a service lateral is not located as shown on District record maps, District personnel shall assist to the extent possible to determine the location of the service lateral by use of surface and underground line detectors. However, the District shall bear no expense for equipment, excavation and/or labor expenses incurred by any person in determining the location of District lines, service laterals and other facilities.

Section 3.20 Non-existent Service Laterals Shown on Record Maps

- A. Before a stub out, wye or point of service that is shown to exist on District maps is determined to be "nonexistent," the person attempting to locate the service lateral connection point shall contact the District for assistance. The District shall review records of closed circuit television inspections and other available records to ensure that there is, in fact, a stub. The District shall not be liable for any expense, equipment, excavation and/or labor incurred by any person in determining the existence or the "nonexistence" of any stub out, wye, point of service and/or other facility.
- B. When the District has previously been provided with record maps and the Manager has made a determination that no service lateral exists as shown on the District record maps, it shall be the property owner's responsibility to install a new service lateral in accordance with this Chapter and the Sewer Technical Specifications. Installation of a service lateral shall be performed by a California licensed contractor approved by the District.

Section 3.21 Sewer Service When Existing Service Lateral is Inadequate.

If there is an existing service lateral connection which is not adequate for the unit(s) to be served or if there is no existing service lateral to which the unit(s) to be served may be connected, then it will be the property owners responsibility to install a new service lateral and abandon the existing service lateral in accordance with this Chapter and the Sewer Technical Specification's. Installation of a service lateral and abandonment of existing service laterals shall be performed by a California licensed contractor approved by the District. The District shall furnish the sewer service subsequent to the applicant's construction of the necessary portions of the collection system; the applicant's payment of all fees to the District; the applicant's compliance with all District rules and regulations; and the applicant's payment in full of all delinquent charges, if any, owed to the District.

DIVISION VI FEES AND CHARGES

Section 6.01 Plan Checking Fees

Any person required by this Chapter to have improvement plans checked by the District shall reimburse the District for the actual total costs to the District of providing such a service. Such costs shall be determined by the District Manager. The District will require a non-refundable deposit as established from time to time by the Board for all commercial, industrial, public, single or multi-family proposed improvements.

Applications for plan checking are available at the District Office and are to be filled out by the Engineer submitting the improvement plans.

Section 6.02 Sewer Construction Permit Fee

Any person making a permanent or temporary improvement to the District's collection system shall reimburse the District for the total costs of field and structure inspection, procuring or preparing record plans, automobile mileage, and all overhead and indirect costs. The applicant shall also be responsible to pay the cost of all labor, equipment, and materials required for the actual improvements. Such costs shall be determined by the District Manager.

Section 6.03 Connection Fees

There is hereby levied and assessed against any premise, or portion thereof, which has been approved for connection to the District collection system, a connection fee as set by the Board from time to time. Connection fees are set forth in Schedule A.

- A. **Time of Payment.** All connection fees shall be paid to the District upon approval of an application and prior to any construction.
- B. **Connections.** Connections of building laterals or of the force main into the District's existing force main shall be charged the applicable connection fee.
- C. **Sewer Connection Fee.** The District shall collect from all applicants for sewer service connections a connection fee which includes an existing system buy-in component, a component for future facilities required to accommodate future growth, and a debt service component. The existing system buy-in includes collection and general plant. The future facilities include collection related assets. The debt service component accounts for the principal owed by the District for existing assets.
 - 1. The connection fee for a 1-inch or less residential meter shall be the basic unit in determining all other connection fees.

2. The connection fee for a residential services connection shall be as follows. This includes single family dwellings, multi-family units, duplex units, halfplexes, condominiums, apartments, ADUs, and lock off units.

i. Collection	\$3,750
ii. General Plant	\$2,064
iii. Debt Service	(\$187)
a. TOTAL	\$5,627

3. The connection fee for commercial units shall be based on meter size as follows:

1" Meter	= \$5,627
1.5" Meter	= \$11,254
2" Meter	= \$18,006
3" Meter	= \$33,762
4" Meter	= \$56,270
6" Meter	= \$112,540

D. Meter Equivalency Factor. The connection fee for larger meter sizes are determined by multiplying the connection fee for a 1-inch meter by a meter equivalency factor. The connection fee for 2-inch and greater size meters shall be reviewed by the General Manager. Meter equivalencies shall be:

1-inch meter	1.0
1.5-inch meter	2.0
2-inch meter	3.2
3-inch meter	6.0
4-inch meter	10.0
6-inch meter	20.0

E. Connection Fees for Meters Larger Than 1-inch. This charge shall be determined by the General Manager on a case-by-case basis.

The applicant shall provide to the District the projected demand and meter size requested as certified by a qualified Engineer and subject to approval by the District Engineer.

The demand will be evaluated from time to time, at the sole discretion of the District. Said evaluation shall be complete within five years from the date of actual service. If the actual demand within that period differs from the estimated demand that was the basis for the original connection fee by more than 5%, then an additional charge will be assessed.

F. Change of Use. If at any time after payment of a connection charge, there is a change of use on the premises resulting in an increase in meter size, the owner shall, prior to issuance of a permit, pay the difference in connection fee for the meter size, as set forth in Schedule A attached hereto and incorporated herein by reference. In the case where a smaller meter size is determined there shall be no reimbursement of Connection Fees previously paid

G. Connection Fee for Multiple Dwelling Units Service connections for multiple dwelling units including, but not limited to, condominiums, apartments, duplex units, accessory dwelling units (ADUs), and lock-off units shall be assessed the same connection fee as for single family residential units.

Section 6.04 Billing for Sewer Service

The District shall begin billing for service when the District first determines a discharge to the collection system has occurred by the permittee or in accordance with Division V.

Section 6.05 Fee For Processing Sewer Line Easements

For each written contract required by Division V, requiring the processing of sewer line easements, the District shall be reimbursed by the applicant for the total actual costs of processing the required easement(s). In the event it is necessary to rewrite the description, the District again shall be reimbursed by the applicant for the actual total processing cost. A deposit may be required as set forth on Schedule A attached hereto and incorporated herein by reference.

Section 6.06 Application Fee

- A.** When a person applies for a permit, the applicant shall pay to the District an application fee as established from time to time by the Board (see Schedule A) per application made. The District shall not accept an application until it receives the application fee.
- B.** Any person who has paid an application fee pursuant to this section, and whose application expires or is canceled, withdrawn, voided, terminated, or abandoned, whether voluntarily or involuntarily, shall not be entitled to a refund of or credit from the application fee.

Section 6.07 Fees for Preparing Or Checking Special Studies

Before proceeding with the preparation of any special study, the District shall collect from the person making the request for the study a fee in the amount of the estimated cost of preparing the study, as determined by the District Manager. If, after the fee is paid, a change in the study is requested which will increase the cost of preparing the study, supplemental fees shall be collected in the amount of the estimated additional cost. Studies prepared by others and submitted for checking by the District shall be subject to the fee requirement stated above.

Section 6.08 Septic Tank, Cesspool and Holding Tank Discharge Prohibited

Disposal of residential, septic tank, cesspool, holding tank, wastes, or other discharges into the District's sewer system is prohibited.

Section 6.09 Collection of Fees Charged

All fees and connection charges shall be due prior to connection to and use of the collection system of the District.

Section 6.10 Rates and Charges for Sewer Service

- A. Power of Board.** For the purposes of providing funds for the maintenance, operation and capital improvements of the District, the Board may from time to time establish rates, charges, and other fees to be levied and assessed against consumers such as are necessary to carry out the provisions of this Chapter.
- B. Definitions.** For the purposes of this section only, the specified terms shall have the following definitions:

1. "Domestic users" shall mean all residential users, including single family units, residential condominiums, and other multi-family dwellings.
2. "Commercial users" shall mean all business or other similar users, commercial condominiums, hotels, laundries, laundromats, service stations, public buildings, and unoccupied storage/warehouses, swimming pools (semi-public), spa/hot tubs (semi-public).
3. "Commercial unit" shall mean each office, store, or other separately owned or operated commercial space or structure, including any commercial user which is not otherwise specifically identified.
4. "Industrial user" shall mean:
 - a. Any user of a publicly owned treatment works:
 1. identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended; and,
 2. which discharges more than 50,000 gallons per day (gpd) of sanitary wastes, or which discharges, after exclusion of domestic wastes or discharges from sanitary conveniences, the weight of biochemical oxygen demand (BOD) or suspended solids (SS) equivalent to that weight found in 50,000 gpd of sanitary waste; or,
 - b. any user of a publicly owned treatment works which discharges sewage to the treatment works which contains toxic pollutants or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to contaminate the sludge of any municipal systems, or to injure or interfere with any sewage treatment process, or which constitutes a hazard to humans or animals, creates a public nuisance, or creates any hazard in or has an adverse effect on the waters receiving any discharge from the treatment works.
5. "Laundry" shall mean a commercial laundering facility.
6. "Laundromat" shall mean a self-service laundry utilized by the public.
7. "Public building" shall mean any public service building, including a police station or fire station, or any other publicly owned building not otherwise specifically identified.

C. Annual Service Charge. Each lot or premises which is connected to and each owner or customer receiving sewer service from the District's collection system shall pay an annual sewer service charge.

1. **Residential Sewer Rate.** There is hereby levied and assessed upon all residential users, a residential sewer rate consisting of a base rate.
 - a. **Base Rate Charge.** For Single Family Residents, the base rate charge is equal to the unit value assigned by the District to the premise times the rate for a single-family unit. If additional units exist on the property, they will be charged a 2nd unit base rate as set forth in Schedule A, which is attached hereto and incorporated herein by reference
 - b. **Unit Value.** The Manager shall assign to each premise within the District subject to a flat rate charge a unit value based on the classification system established by the District for such purpose. The basis for such a value shall be that a "living Unit" as defined under the definition of "single family unit" is considered to have a unit value

equal to 1.0.

2. **Commercial Sewer Service Rate.** There is hereby levied and assessed upon all commercial users a commercial sewer service rate, which rate is set forth on Schedule A, which is attached hereto and incorporated herein by reference.
3. **Industrial Sewer Service Rate.** There is hereby levied and assessed upon all industrial users an industrial sewer service rate, which is equal to the commercial sewer service rate as set forth on Schedule A, which is attached hereto and incorporated herein by reference.
 - a. Additionally, the industrial user may be subject to an annual surcharge depending on the strength of the sewage, as may be determined by the District Manager from time to time. In the event that the average waste discharge characteristic and annual surcharge is disputed, the discharger shall submit a request for an analysis and flow measurement to the District and bear all expenses associated with measurement and sampling.
 - b. For each industrial user, the District may require the installation, at the expense of the industrial user, of District-approved recording and sampling devices or sewage meters on the user's premises for use by the District. Such devices or meters shall be available for inspection by District personnel at any reasonable time. The industrial user shall be responsible for the maintenance, repair and replacement of all sampling or recording devices, sewage meters, and related equipment. The industrial user shall be responsible for any damage or expenses involved in the repair or replacement for which the industrial user, its agents, officers or employees is or are responsible.
 - c. At its sole option and as an alternative to the industrial user charge, the District may require an industrial user to pretreat the user's sewage flow so that the flow, after exclusion of domestic wastes or discharges from sanitary conveniences, is less than the equivalent weight in BOD and SS found in 50,000 gpd of sanitary waste.

D. Service Charge. When an annual service charge is based on water use, the annual sewer service charge shall be determined as stated above. However, when a water meter fails to register or a meter cannot be reasonably read, the quantity rate component of the annual sewer service charge shall be based on the average quantity of water supplied for comparable service during the preceding year. When there is no record of water supplied for comparable service, the total service charge shall be determined by the District Manager.

E.

1. No sewage shall be collected from any premises or persons except through a service connection in compliance with the District's rules and regulations.
2. No sanitary sewer service or facility shall be furnished to any premises or persons free of charge.

F. Temporary Sewer Services:

The District shall charge any person who seeks a temporary sewer service a basic fee for each service requested. Rates, charges, deposits and rules and regulations thereof may be established from time to time by the Board as set forth in Schedule A. Fees for temporary sewer service shall include a service establishment fee and per trip cost to

inspect facilities as set forth in Schedule A , attached hereto and incorporated herein by reference.

Section 6.11 Billing Procedures

- A. Direct Bill.** Except as otherwise specified herein, the District shall directly bill each individual owner of each lot or premises connected to the District's collection system. The annual sewer charge shall be payable by each owner and each customer. Each owner shall be liable to the District for payment of the annual sewer charge regardless of whether the owner is also the customer and regardless of whether service is provided through an individual service lateral or multi-customer service lateral.
- B. Multi-Unit Billing.** Where owners of premises in a multi-unit structure served through a multi-customer service lateral are billed individually and belong to a homeowners' or similar association, the association shall provide to the District current and up-dated lists of the owners of each premises. The association shall inform the District in timely fashion of any change in ownership in its members.
- C. Composite Billing.** Notwithstanding Section A above, the District may elect to send a composite bill to groups of customers served by individual or multi-customer service laterals when each of the following conditions are met:
1. The owners to be billed as a group own lots or premises in a multi-unit living structure;
 2. The owners are served through one or more individual or multi-customer service laterals;
 3. The owners have formally organized in writing into a homeowners or similar association.
 4. The homeowners or similar association, through properly executed covenants, conditions, articles of incorporation or by-laws, has the power to act as the sole agent for the owners concerning sewer service charges in a manner which binds individual owners; and
 5. The association enters into a written agreement with the District which provides, among other matters, that:
 - a. The association shall be responsible for and guarantee payment of all such charges within the time required by the District's rules and regulations, regardless of whether any single owner has paid the owner's share of such charges to the association;
 - b. The District shall bill to and the association shall pay all delinquent penalty and interest charges on the composite bills;

- c. The District's bill or other notices to the association shall constitute a bill or other notice to each individual owner or customer, who shall agree that no other notice or bill to individual owners or customers shall be necessary for, or a prerequisite to, the District's exercise of its powers to terminate service, or place liens on each owner's property or exercise other legal remedies necessary to preserve the collection of and collect delinquent bills and charges, and;
 - d. The bill shall consist of the sum of the total annual sewer charges for each owner or customer represented by the association, which shall be the sum of the service charge for each customer, lot, or premises plus the total quantity rate charge for all service through the individual or multi-customer service lateral. The District shall not be responsible for any disparity among such customers for the amounts of sewage discharged or for the size of premises served. Any adjustment for such disparity in use or in the quantity rate charge shall be the responsibility of the owners or customers served.
- D. Written Agreement.** All applications for service shall constitute a written agreement to pay for all service rendered pursuant to the application and to be bound by all applicable District rules and regulations. An application shall be signed by the person who shall be responsible for the bills for sewer service provided through that service lateral, regardless of whether the service lateral is a single customer or multi-customer meter.

Section 6.12 Collection of Sewer Use, Service Charges and Rates

All sewer use, service charges and rates may be billed on the same bill and collected together with rates and charges for any other District services. If all or any part of such bill is not paid for any service, the District may discontinue any or all of the services for which the bill is rendered.

- A. Time of Payment.** All annual sewer service charges are payable in advance on an annual basis. Payment plans may be prearranged and are payable at the office of the District.
- B. Issuance of Bills.** All bills for sewer service will be rendered by the District as provided in this Chapter. Bills not paid sixty (60) days from billing date, except pursuant to payment plan, are delinquent.
- C. Penalty and Administrative Charge.** All delinquent bills will be subject to a penalty charge equal to 1% per month on all delinquent sums, plus a \$10.00 administrative service charge for each additional billing that is prepared by District. Any check which is returned to District on the basis of insufficient funds or "refer to maker" are subject to an additional \$25.00 service charge per check.
- D. Notice of Delinquency, Administrative Charge, and Interest.** On each bill for sewer service, notice will be given of the date upon which the billing shall become delinquent and of applicable administrative and interest charges as provided in this Chapter.
- E. Pay First, Litigate Later.** No appeal to the Board of Directors, nor legal or equitable process shall issue in any suit, action or proceeding before the District or in any court against the District or any officer, employee, or director of the District to appeal, prevent or enjoin the collection of any rate or charge, with or without interest, unless the same shall have been paid in full first.
- F. Flat Rate Billing.** Bills for flat rate sewer service will be rendered and are payable yearly in advance. Less than annual bills for flat rate service will be pro-rated to the end of the billing year in accordance with the applicable District schedule. Should the pro-rated period be less

than one month, no pro-ration will be made and no bill shall be less than the monthly fixed charge. Flat rate service may be billed, at the option of the District, at intervals other than yearly.

- G. Discontinuance of Service.** A consumer's sewer service may be involuntarily discontinued for non-payment of a bill for service rendered at any current or previous location by District, provided said bill was presented to the consumer's last known address and has not been paid within sixty (60) days after the billing date. Discontinuation of service shall be in accordance with Division IX.
- H. Joint and Several Liability.** Two or more parties who join in one application for service or who jointly own property served by the District shall be jointly and severally liable for payment of bills and shall be billed by means of single periodic bills.
- I. Payment Plan.** If consumer is not in default to any other sum due District at the time of the rendering of the annual flat rate billing pursuant to the above, and provided further that applicant submits a written request to District within thirty (30) days of the rendering of the bill for a payment plan, District may allow a payment plan for the base rate billing on the following terms:

Payment plan agreement periods will be determined by the District for payment of full service fees due within the fiscal year of billing. One percent (1%) interest per month on the unpaid balance and \$10.00 service fee per billing shall be included with the payment plan. Requesting a payment plan constitutes an agreement by the customer to make all payments on or before the set due date. Additional service fees shall be charged for each reminder notice or rebilling. Failure to make payments as scheduled constitutes a delinquency of the account whereby all remaining service fees, penalties and interest become immediately due and payable. Sewer service shall be discontinued for any account over sixty (60) days delinquent.

- J. Reduction in Unit Count.** District recognizes that a consumer may voluntarily elect to reduce the unit count on a parcel of real property and District will allow such reduction for the next fiscal year provided consumer:
1. Submits to District before April 30 on a form approved by District, a request for reduction, to take effect July 1 of the same year; and,
 2. Allows District to inspect the building or buildings which are subject to the reduction within thirty (30) days of the application.

If the unit reduction request is granted there will be no reimbursement of connection charges previously paid.

Any reduction of annual service fees as a result of a reduction in unit count will be applied as a credit to the next annual billing

- K. Deferral of Service Fees on Structures that are Destroyed.** At the discretion of the General Manager, the owner of a residence or commercial structure destroyed by fire, avalanche, earthquake, or other disaster may be allowed a maximum 12-month courtesy period to rebuild without paying service fees. If approved by the General Manager, and the structure is rebuilt and approved for occupancy before the 12-month period has passed, service fees will immediately become payable. If the structure is not rebuilt within the 12-month period,

minimum service fees must be paid in order to maintain a valid permit.

Section 6.13 Deposit

- A.** Prior to receiving sewer service, an applicant for sewer service may be required to deposit with the District a sum equal to twenty-five percent (25%) of the annual rate for sewer service.
- B.** A deposit may be required for each lot or premises when any of the following conditions occur:
 - 1. Whenever an owner of property receiving sewer service from the District transfers the property to a new owner, the new property owner shall pay a deposit to the District as identified in Section A. above.
 - 2. Whenever there is a change in the owner receiving sewer service, the new owner shall pay a deposit to the District as identified in Section A above.
 - 3. Any District customer or property owner whose sewer service is disconnected due to non-payment of District charges shall pay a deposit, as specified in Section A above, as a pre-requisite for resumption of sewer service.
- C.** Notwithstanding sections A, B1, B2, or B3, an existing customer or property owner within the District who has not incurred any penalties or late charges on any sewer account with the District for nine (9) months of the immediately preceding twelve (12) months, shall not be required to deposit with the District an amount as identified in Section A above.
- D.** The District may use the deposit to pay any District bill, and penalties and interest thereon, which are otherwise unpaid by the customer or property owner. The District may also use the deposit for its costs of collecting the unpaid sewer service bill and penalties. If the District uses part or all of a customer's or property owner's deposit, that customer or property owner shall pay the District a sum adequate to maintain a deposit equal to 25% of the annual rate as a condition of continued sewer service.
- E.** The amount of deposit not used by the District shall be refunded to the customer or property owner when the customer or property owner voluntarily terminates sewer service with the District.
- F.** The amount of the deposit not used by the District may be credited to the account of the customer or property owner at such time as the District determines a deposit is no longer required, provided the District has held the deposit for a minimum of twelve (12) months.

DIVISION X MAINTENANCE AND TESTING OF FACILITIES

Section 10.01 Maintenance and Testing of Private Sanitary Sewer Facilities

The owner or their agent of a property served by the District's sanitary sewer shall be responsible for the operation and maintenance of the private sanitary sewer facilities, including all devices or safeguards required by this section, which are located upon said property. The owner or their agent's operation and maintenance responsibility is from the building to the point of service.

The owner or their agent shall, at their own risk and expense, install, keep and maintain in good repair all private sanitary sewer facilities (sanitary sewer pipelines, building laterals, force mains, manholes, equipment, pump stations, and related appurtenances) situated on the premises so served. The District shall not be responsible for any loss or damage caused by improper or defective installation of private sanitary sewer facilities, whether inspected and/or approved by the District. All such installations of private sanitary sewer facilities shall conform with all federal, state, county, town and local laws, rules, regulations and ordinances.

The owner or their agent served by the District's sanitary sewer system shall be responsible and liable for all costs involved in the repair of all damages caused by the owner, customer, or agents thereof, to the District's sanitary sewer facilities, including but not limited to sewer obstructions, wherever located.

All private sanitary sewer facilities found in need of repair as a result of testing procedures required by this chapter shall be repaired and/or installed to the standards set forth in this Chapter.

Section 10.02 Conditions Requiring Testing of Sanitary Sewer Facilities

It shall be unlawful for any owner of a house, building, or property connected to the District's sanitary sewer system to maintain private sanitary sewer facilities in a condition such that the tests contained herein cannot be successfully accomplished.

All private sanitary sewer facilities, including those serving residential, multiple residential, commercial, and industrial connected to the District's sanitary sewer system shall be tested when any of the following conditions occur:

1. Connecting a new structure to the District's sewer system.
2. Remodeling of the house, building or property served by the District's sewer system.
3. The addition of living quarters, such as ADUs.
4. Installation of additional plumbing fixtures in the house or property served and/or installation of an additional building lateral pipeline.
5. Change of use of the house, building, or property serviced from residential to business or commercial, or from non-restaurant commercial to restaurant commercial.
6. Upon repair or replacement of all or part of the building or house service laterals.
7. Prior to the close of escrow upon the sale of a house, building or property served, or by private transfer of a house, building or property served, unless the house, building or property served has been tested within the previous five (5) years. However, if the building lateral is new or has been completely replaced **within the prior ten (10) years**, is constructed out of allowable pipe material, includes a double-wye cleanout, and has been tested within the **prior ten (10) years**, a pressure test will not be required prior to the close of escrow.
8. Where inflow or infiltration is suspected, or if a defect in the building lateral is suspected based upon observation by the District.

9. At the discretion of the General Manager, all building laterals may be tested every ten (10) years.
10. Upon determination of the General Manager that testing or sanitary sewer replacement is required for the protection of the public health, safety, and welfare.

Section 10.03 Testing Procedures for Existing Sanitary Sewer Facilities

The owner or their agent of a house, building, or property connected to the District's sanitary sewer system shall conduct all private sanitary sewer facility upgrades and testing required at their sole expense and shall notify the District 48 hours prior to testing. Testing shall be witnessed by a District Inspector.

Sanitary Sewer Pipelines: All building laterals and privately owned main pipelines shall be tested by the air method in accordance with the Sewer Technical Specifications.

In the case of building laterals, the test section shall be from the building cleanout to the point of service or property line cleanout. The test section includes all private pipelines which provide sanitary sewer service to the parcel in question. Privately owned main pipelines shall be tested their full length.

If a cleanout has not been installed at the point of service or easement/property line, a two-way cleanout shall be installed prior to testing. If there is no cleanout located outside the building foundation (within five feet of the foundation wall), then a cleanout shall be installed. If the building lateral exits the foundation under an existing deck or concrete patio, the location of the building cleanout near the foundation may be modified on a case-by-case basis as determined by the General Manager. The cleanouts shall be installed and boxed as specified in the Sewer Technical Specifications. The owner or their agent shall be responsible for such installation. A cleanout underneath the house is not acceptable.

The building cleanout can be substituted by installing a two-way cleanout at the property line when the distance from the point where the building sewer exits the foundation to the property line cleanout is less than 10 feet and the building lateral consists of a single pipe segment with no fittings. Such building laterals will be considered too short to test. At the District's discretion, building laterals that are too short to test may be required to be televised to confirm integrity of pipeline.

Residential Pump System Testing: Residential pump systems shall be inspected and tested for compliance with the Sewer Technical Specifications.

Section 10.04 Time Limits for Completion of Testing Procedures

Testing shall be completed in a timely manner as follows:

- Prior to the close of escrow upon the sale of the residence, building, or property, or transfer of ownership or interest in the parcel, the facility, or the business, or
- Within 30 days of standard notification by the District, or
- Immediately if it is determined by the General Manager that testing and repair are necessary to protect public health and the integrity of the sanitary sewer system.

Section 10.05 Cash Security in Lieu of Testing

1. Weather Conditions, Excavation Restrictions Prohibit Testing:

Should cleaning, testing, repair or replacement be required on a gravity or pressurized private service lateral at a time when weather conditions, excavation restrictions, or other circumstances prohibit such repairs, the General Manager may defer completion of the requirements until such date as agreed upon between the Owner and the District.

If the test is deferred, the Owner shall enter into a contract for performance of said work and shall place a cash deposit in the form of a money order, payable to the District, in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of cleaning, testing, repair or replacement of the private service lateral or sewer pressure system components.

The District shall prepare an estimate of said replacement costs. The Owner shall obtain an estimate from a California State licensed contractor for performing all work necessary so that the private service lateral will pass a sewer pressure test.

The deposit required shall be based upon one hundred twenty-five percent (125%) of the estimated costs from whichever estimate is greater (District's or Contractor's). This amount will be held until the repair or replacement is made, which must be no later than June 15 following the circumstances preventing initial cleaning, testing, repair or replacement.

If the work agreed to is not completed by June 15, the deposit held by the District shall be used by the District to physically disconnect the private service lateral or to perform the work agreed to. The District may use the funds to pay a contractor to physically disconnect the sewer service or to perform the necessary work, at District's discretion. Should such costs exceed the amount deposited, the difference shall be billed to the Owner of record.

Upon completion of the necessary work, whether by Owner, District or contractor, the balance of funds will be released to the Owner within 15 days of the approved inspection of the work.

2. Time of Sale: Weather Conditions or Excavation Restrictions Prohibit Testing:

Owners must plan for and make every effort to complete pressure testing of the building lateral prior to close of escrow. The purpose of the withhold is to ensure the integrity of the building lateral by holding funds for its repair or replacement during periods when the lateral is inaccessible. In the event that sewer cleaning, testing, repair or replacement would be required, at a time when weather conditions or excavation restrictions prohibit such repairs, the District may defer completion of such requirement until June 15th or such earlier date as agreed upon with the property owner. If the test is deferred, the Owner shall enter into a contract for performance of said work and shall place a cash deposit in the form of a money order, payable to the District, in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of cleaning, testing repair or replacement of the private service lateral or sewer pressure system components. The owner must also provide the District with a copy of an executed, binding contract with a California State licensed contractor, authorizing that contractor to perform all work necessary to test and repair or replace the existing building lateral so that it will pass a sewer pressure test. The contract will include the cost to repair or replace existing pressurized systems and abandon any septic systems that may be on the property.

In place of a cash deposit, the owner shall escrow funds in an amount equal to one hundred twenty-five (125%) percent of the District's estimate, if the property is being sold. Funds escrowed will not be released without written notification by the District to the title company holding such funds. If the cleaning and testing is not completed by the time set by the Sewer Code, the funds held in escrow shall be released to the District. Said funds may be used by the District to perform or have a contractor perform physical

disconnection, testing, repair or replacement of the building lateral.

Should such costs exceed the amount held in escrow; the difference will be billed to the property owner of record. Such costs may become a lien on the property in accordance with normal service charge billing procedures. If funds held in escrow are released without the consent of the District and testing has not been satisfactorily performed, the District may perform or have a contractor perform physical disconnection, testing, repair or replacement of the sewer service lateral. Such costs may become a lien on the property in accordance with normal service charge billing procedures.

Upon completion of the necessary work, whether by Owner, District or contractor, the balance of deposited funds will be released to the original depositing party within 15 days of the approved inspection of the work.

Section 10.06 Unsatisfactory Test Results

If a building lateral fails a pressure test following two (2) attempts, or if the visual inspection reveals defects, the line shall be repaired or replaced at the owner's expense, within 30 days of the date of the initial pressure test. The owner shall be responsible for notifying the District and secure a permit before corrective work has been started. The owner shall be responsible for notifying the District after the corrective work has been completed to schedule a new test.

When any work has been inspected and the test results are not satisfactory, notice to that effect shall be given instructing the Owner of the premises or the agent of such Owner, on-site and in writing, to repair the sewer or perform other work authorized by the permit in accordance with the ordinances of the District.

Section 10.07 Removal of or Injury to Sewer

An unauthorized person shall not remove or cause to be removed, or injure or cause to be injured, any portion of any public sewer, sewage pumping plant, water pollution plant, or any appurtenances thereto.

Section 10.08 Opening Manhole

An unauthorized person shall not open or enter, or cause to be opened or entered, for any purpose whatsoever, any manhole in any public sewer.

DIVISION XII CONSTRUCTION OF SEWER LINES

Section 12.01 Definitions

For the purposes of this Division, the specified terms are defined as follows:

- A. "Developer" means any person or entity, excluding those persons contracting with the District who installs or causes to be installed one or more structures which will be connected to the District collection system. (Amended by Ord 2009-06)
- B. "Force Main" means pipelines that convey wastewater under pressure from a lower to higher elevation, particularly where the elevation of the source is not sufficient for gravity flow and/or the use of gravity conveyance will result in excessive excavation depths and high sewer pipeline construction costs. (Added by Ord 2009-06)
- C. "Force Main extension" is any extension of the force main between the existing District force main and the lots which are being improved or which are owned by the developer. A force main extension does not include a force main constructed within the tract of land which is being improved or which is owned by the developer.

Section 12.02 Financial Responsibility for Construction of Sewer Line

A developer who installs and/or causes to be installed any portion of the District collection system is financially responsible for the installation, and all incidents thereof, of that portion of the sewer collection system.

- A. Buy Back Agreements. At the District's option, the District may enter into an agreement with the Developer whereby adjacent properties benefited by and connecting to the sanitary sewer facilities installed by the Developer or their agent, will be required to reimburse the Developer or their agent, through the District, for a prorated share of the cost of sanitary sewer facility design and construction. Administration of the reimbursement monies will continue until such prorated shares have been paid, but no longer than a period of ten years after completion of the sanitary sewer facilities. (Added by Ord 2009-06)

Section 12.03 Construction of Collection System

- A. When a developer proposes to construct a force main and/or one or more house laterals, the developer may perform such construction, subject to the requirements of the District.
- B. When the developer performs the tap between the house lateral constructed by the developer and a main line constructed by the developer, no tapping fee shall be charged. Other connection fees, including hook-up fees, fixture unit fees, and sewerage facility fees, shall be charged as set forth in Division VI.

Section 12.04 Performance, Payment and Maintenance Surety Bond

Developer shall procure and continuously maintain at its sole expense Performance, Payment and Maintenance Surety Bonds issued by a company authorized to do surety business in the State of California upon its standard form, guaranteeing that Developer will perform all of its obligations under this Agreement and will pay for all work and material furnished to the job. Said bond shall be in an amount equal to the value of the cost of construction of the Improvements and shall provide coverage for the Improvements and on account of Developer's obligation to replace or repair any and all defects in material or workmanship in said Improvements for a period of two (2) years following completion and acceptance of said Improvements. (Added by Ord 2009-06)

Section 12.05 Liability

The District and its officers, agents and employees shall not be liable for any injury or death to any person or damage to any property arising from the performance of any work by a developer. The developer shall indemnify, protect, defend and shall hold harmless the District and its officers, agents and employees from any liability imposed by law upon the District or its officers, agents or employees, including all costs, expenses, attorneys' fees, and other fees, and interest incurred in defending the same or in seeking to enforce this provision. The developer shall be solely liable for any defects in the performance of the developer's work or any failure which may arise therefrom.

Section 12.06 Formation of Improvement District

- A. When a developer installs or causes to be installed any part of the District collection system, the developer may request in writing that the District form an improvement district, pursuant to the California County Water District law or other law, to include that real property which is served and benefited (or to be served and benefited) by the collection system installed or caused to be installed, by the developer.
- B. The District may agree to form an improvement district only after receiving the developer's written request for formation thereof and the developer's written agreement to pay all sums reasonably incurred by the District in the formation and operation of the improvement district.
- C. If the District agrees to form an improvement district, the developer shall pay the District an initial fee, to be determined by the District, towards the District's cost of forming the improvement district. The District shall not take any steps towards the formation of the improvement district until it receives this initial fee.
- D. The developer may withdraw the request for the formation of an improvement district if no prejudice will result therefrom to the District or its customers.
- E. The developer shall be liable for all costs reasonably incurred by the District in the formation and operation of the improvement district whether or not the improvement district is formed.

Section 12.07 Size of New Force Main

The District may require the developer to install a force main larger than that necessary to adequately serve the developer's proposed construction. When the District requires the installation of a larger force main, the District shall either (a) pay the difference in cost, as determined by the District, between the size necessary to serve the developer's construction and the larger main line or (b) perform the installation itself subsequent to the receipt from the developer of a sum sufficient to cover the cost of installation, and other necessary expenses, of the main line required by the developer.

Section 12.08 District's Option to Construct Facilities

Whenever a developer applies for an assurance of sewer service or a sewer permit which involves the extension of the District's force main, the District, at its sole option, may install such facilities subsequent to the developer's advancement to the District of funds sufficient to cover the costs of construction and other necessary expenses as may be reasonably incurred by District for engineering, administration, staff and legal expenses. (Amended by Ord 2009-06)

Upon completion of construction, the District shall refund any funds advanced in excess of the actual cost to be borne by the developer.

Section 12.09 Application for Force Main Extension Agreement

Whenever a developer applies for a sewer permit or an assurance of sewer service which involves a force main extension, the developer may also apply to the District for a Force Main Extension Agreement, which provides for partial reimbursement to the developer of the developer's costs of

constructing the force main extension. The District may accept the application and approve a Force Main Extension Agreement.

Section 12.10 Force Main Extension Agreement

Whenever a developer enters into a Force Main Extension Agreement with the District, the Agreement may provide for a refund to the developer as follows:

- A.** Within the limits specified herein, when the Force Main has been installed at the Developer's sole expense, the Developer shall be entitled to a sum up to twenty-five percent (25%) of the hook-up unit fees and fixture unit fees received by the District for hook-ups into the Force Main Extension paid for by the developer.
- B.** Any amounts collected by the District for hook-up unit fees and fixture unit fees, subject to Section 12.10 A, shall be refunded to the developer within ninety (90) days following the date of collection; provided that no refund shall be made for collections made after five (5) years from the date of completion of the extension.
- C.** The total amount to be refunded to the developer shall not exceed 25% of the net amount paid by the developer to the District for the extension, if installed by the District, or 25% of the estimated cost, as determined by the District, for such extension if installed by the developer.

Section 12.11 Dedication Requirements

An Offer of Dedication of all those portions of the collection system to be constructed, excluding private sewer lines, shall be included in any application concerning construction of the collection system.

Upon completion, final inspection and approval of the constructed improvements by the District, the Developer shall present an Offer of Dedication and any and all easements, signed and acknowledged, on the forms and in the content as provided by the District. (Amended by Ord 2009-06)

No portion of the collection system shall be accepted by the District for dedication unless that portion to be accepted has been constructed in conformity with the requirements of the District. When the construction of the collection system has been completed and accepted by the District, it shall become the property of the District.

Notice to Developer: Prevailing Wages may have to be paid to employees and subcontractors on construction of facilities which are later to be dedicated to the District.

Section 12.12 Initiation of Sewer Service

To initiate sewer service, a permittee shall deliver to the District a written request for the initiation of sewer service at least fifteen (15) working days prior to the date sewer service is to be made available.

2019-20 SEWER RATES
SCHEDULE A

Applicable Section No.	Description	Fee
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6.03 **Connection Fees**

Type of Connection	Connection Fee
* <u>Single-Family Residential Units</u> : Single Family Dwelling, Halfplex Unit	\$ 5,627
* <u>Multi-Family Residential Units</u> : Condominium, Apartment, Duplex Unit, Accessory Dwelling Unit (ADU), Lock-Off Unit with or without cooking facility or kitchenette	\$ 5,627
<u>Hotel Units</u> : Hotels charged as Commercial Connection by water meter size	Based on water meter size
<u>Commercial</u> : Based on water meter size	
⁵ / ₈ x ³ / ₄ " Meter	\$ 5,627
³ / ₄ " Meter	\$ 5,627
1" Meter	\$ 5,627
1.5" Meter	\$ 11,254
2" Meter	\$ 18,006
3" Meter	\$ 33,762
4" Meter	\$ 56,270
6" Meter	\$ 112,540

*Connection Fees for residential units served water by meters larger than one-inch shall pay the Commercial Connection Fee for the applicable meter size.

6.10C **Rates & Charges for Sewer Service (User Fees)**

Single Family Residential Units – Annual Base Rate
 (Single Family Dwelling, Halfplex Unit) = \$ 679.60 / unit

Multi-Family Residential Units – Annual Base Rate
 (Condominium, Apartment, Duplex Unit, Accessory Dwelling Unit (ADU), Lock-Off Unit with or without cooking facility or kitchenette) = \$ 534.70 / unit

Residential Pool – Annual Base Rate = \$ 887.90

Hotel Units
 (Hotels charged Commercial Base and Consumption Rates)

Commercial – Annual Base Rate
 0 to 75,000 gallons = \$ 1,203.10

Commercial – Annual Consumption Rate
 75,001 gallons and up = \$ 16.05 / 1,000 gallons

6.01 **Plan Checking Fee** = Actual Cost to District
 Deposit Amounts:
 Single Family Unit = \$ 50
 All Other Uses = \$ 500

6.02 **Sewer Construction Permit Fee** = Actual Cost to District

2019-20 SEWER RATES
SCHEDULE A

Applicable Section No.	Description	Fee
6.05	Sewer Line Easement Processing Fee	= Actual Cost to District
6.06	Application Fee	= \$ 20
6.07	Special Study Preparation or Checking Fee	= Actual Cost to District
6.10F	Temporary Sewage Disposal Fee	= \$ 2.50 / 1,000 gallons plus T-TSA charges
	Temporary Sewer Service Establishment Fee	= \$ 50.00
	Temporary Sewer Service Inspection Fee	= \$ 50.00 per trip
9.12	Disconnection / Reconnection	= \$ 50 each

DRAFT

SQUAW VALLEY PUBLIC SERVICE DISTRICT CODE

CHAPTER 2 – SANITARY SEWER SERVICE CODE

All Sections of this Code Chapter have been adopted by Ordinance 88-2, unless noted otherwise

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DIVISION II DEFINITIONS

Section 2.01 Scope

The words and phrases appearing in this Chapter shall have the following meanings, unless it shall be apparent from the context that they have a different meaning.

Section 2.02 Accessory Dwelling Unit (ADU)

An attached or detached residential dwelling unit which provides complete independent living facilities for one or more persons. It includes permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling.

The total area of floor space of an attached ADU shall not exceed 50 percent of the proposed or existing primary dwelling living area. The total area of floor space for an attached or detached ADU shall not exceed 1,200 square feet.

ADUs are owned by the same owner of the Single Family Dwelling on the parcel.

ADUs can also be referred to as a "mother-in-law unit", "second unit", or "granny flat".

~~ADUs are owned by the same owner of the Single Family Dwelling on the parcel.~~

ADU Connection Fees are applied as follows:

<u>Scenario</u>	<u>Connection Fee (Y/N)</u>	<u>Physical Connection</u>
<u>Attached or detached ADU that does not increase the existing space of an existing primary residence and / or ancillary structure</u>	<u>No</u>	<u>No New Connection</u>
<u>Attached or detached ADU that increases the existing space of an existing primary residence and / or ancillary structure</u>	<u>Yes</u>	<u>New Connection Possible</u>
<u>Construction of an attached or detached ADU concurrent with primary residence</u>	<u>Yes</u>	<u>Two Connections Possible</u>
<u>Discovery of an existing attached or detached ADU</u>	<u>No</u>	<u>Inspection and Testing of Connection Possible</u>

~~ADUs are served by a single water meter serving the Single Family Dwelling and ADU. For the base rate, ADUs are charged User Fees established for Multi-Family Residential Units. There are no consumption charges.~~

ADUs are served by a single water meter serving the Single Family Dwelling and ADU.

Section 2.03 Apartment

Consist of five (5) or more independent living spaces in one building. They have common areas and amenities for everyone in the complex to enjoy. There are no private yards for apartment dwellers. Apartments are usually anywhere from 1 to 3 bedrooms with 1 to 2 bathrooms. They also usually have adjoining walls, floors, and ceilings with other tenants.

An apartment complex is owned by a single entity and leased out to individual tenants.

An apartment is different than a condominium in that an apartment is a unit in a larger building with one owner, where a condo is a unit in a larger building and each unit can be individually owned.

A ~~Single~~Multi-Family ~~Dwelling~~Residential Unit Connection Fee applies.

~~Apartments are charged User Fees established for Multi-Family Residential Units. There are no consumption charges.~~

~~User Fees will be charged a base fee in accordance with Multi-Family Units. There are no consumption charges.~~

An apartment building is ~~served water by a~~ master-metered.

Section 2.04 Board

"Board" means the Board of Directors of the Squaw Valley Public Service District.

Section 2.05 Building Lateral

The sanitary sewer pipeline extending from outside of the building foundation to the service lateral connection point at the point of service (usually located at the property line or sewer easement line). The cleanouts at the building foundation and service lateral connection point are part of the building lateral.

Section 2.06 Building Sewer

That part of the piping of a drainage system which ends at a point five (5) feet outside the foundation of the building or structure and discharges to the building lateral.

Section 2.33 Collection System

~~The system by which sewage is collected throughout the service area within the District, including but not limited to, private sewage lines, house laterals, main line sewers, interceptors, pumping plants and all other appurtenances.~~

Section 2.07 Collection System

The system by which sewage is collected throughout the service area within the District, including but not limited to, private ~~sanitary sewage~~sewage facilities, ~~lines, house~~ laterals ~~sewers~~, main line sewers, interceptors, pumping plants and all other appurtenances.

Section 2.08 Commercial

Any use on lands or buildings where the owner is engaged in trade or business including, but not limited to, hotels, motels, restaurants, stores, service stations, schools, churches, professional offices, retail stores, etc. ~~—See the definition for "Hotel / Motel Unit" in this section.~~

Connection Fees are based on meter size.

User Fees consist of a Commercial base rate ~~based on meter size~~ as well as a flat rate for

Commercial consumption for any gallons in excess of 75,000 gallons per year.

Commercial units are served by individual meters.

Section 2.09 Condominium

Condominium, or condo, units are individually owned, each owner receiving a recordable deed to the individual unit purchased, including the right to sell, mortgage, etc. that unit and sharing in joint ownership of any common grounds, passageways, etc. and common property (i.e. elevators, halls, roof, stairs, etc.) under the umbrella of an HOA. Condo owners only own the interior of their unit. They also usually have adjoining walls, floors, and ceilings with other units.

A condominium unit is an individually owned residential parcel or dwelling unit within a Condominium Development.

A condominium is different than an apartment in that a condo is a unit in a building where each unit is individually owned; an apartment is a unit in a larger building with one owner. Townhomes are considered to be the same as condominiums.

A Condominium Unit may have a "Lock-Off Unit". See the definition for "Lock-Off Unit" in this section.

A Multi-Family Unit Connection Fee applies to each Condo Unit. Condominium buildings are also charged Commercial Connection Fees for the meter installed to serve all other water demands on the property.

Condominiums are charged User Fees established for Multi-Family Residential Units. There are no consumption charges. In addition, Commercial User Fees (base rate and consumption charges) are charged to serve all other water demands on the property.

All Condominium units are served water by a master-meter and the building's commercial uses are served water by a separate meter(s).

Section 2.10 Condominium – Commercial

"Commercial Condominium" shall have the same meaning as a residential condominium with the additional provision that it is managed in such a manner as determined by the District to be of a commercial nature or it is configured such that treating it as a commercial condominium would be the most equitable means of billing the user.

Section 2.11 Condominium – Residential (Sole Ownership)

Section 2.44 Residential Condominium

"Residential Condominium" shall mean an estate in real property consisting of an undivided common interest in a portion of a parcel of real property together with a separate interest in a living unit of the residential multiple unit.

Condominium, or condo, units are individually owned, each owner receiving a recordable deed to the individual unit purchased, including the right to sell, mortgage, etc. that unit and sharing in joint ownership of any common grounds, passageways, etc. and common property (i.e. elevators, halls, roof, stairs, etc.) under the umbrella of an HOA. Condo owners only own the interior of their unit. They also usually have adjoining walls, floors, and ceilings with other units.

A condominium unit is an individually owned residential parcel or dwelling unit within a Condominium Development.

~~A condominium is different than an apartment in that a condo is a unit in a building where each unit is individually owned; an apartment is a unit in a larger building with one owner.
A Condominium Unit may have a "Lock-Off Unit". See the definition for "Lock-Off Unit" in this section.~~

~~A Single-Family Unit Connection Fee applies to each Condo Unit. Condominium buildings are also charged Commercial Connection Fees for the meter installed to serve all other water demands on the property.~~

~~Condominium Units are charged User Fees (Multi-Family Unit base rate) for each unit in addition to Commercial User Fees (base rate and consumption charges) for the meter installed to serve all other water demands on the property.~~

~~All Condominium units are master-metered and the building's commercial uses are metered separately.~~

Section 2.12 Cooking Facilities

~~A facility used or designated to be used for the cooking or preparation of food and includes any full-size refrigerator, stovetop and oven, kitchen sink, microwave, and / or dishwasher.~~

~~"Cooking Facilities" are different from a "Kitchenette" in that "Cooking Facilities" contain a full-size refrigerator, stovetop, oven, kitchen sink, or dishwasher.~~

Section 2.13 County Health Officer

~~"County Health Officer" means the County Health Officer of the County of Placer, or his authorized deputy, agent, representative, or inspector.~~

~~— Curb Stop~~

~~The shutoff valve on the service connection at the property line.~~

Section 2.14 Customer

~~"Customer" shall mean any person described herein who receives sanitary sewer service from or discharges sewage to the District system.~~

Section 2.15 District

~~Section 2.02—District~~

~~"District" means the Squaw Valley Public Service District. [Amended by Ord. 99-02]~~

Section 2.16 District Manager

~~Section 2.03—Board~~

~~"Board" means the Board of Directors of the Squaw Valley Public Service District. [Amended by Ord. 99-02]~~

~~Section 2.04—District Manager~~

~~"District Manager" shall mean the Manager of the District or other person designated by the Board or the Manager to perform the services or make the determinations permitted or required under this Chapter by the District Manager.~~

~~Section 2.01~~ ~~Section 2.19~~ Domestic Sewage

~~"Domestic Sewage" means the waterborne wastes derived from the ordinary living processes and of such character as to permit satisfactory disposal, without special treatment, into the public sewer or by means of a private sewage disposal system.~~

Section 2.17 Domestic Sewage

"Domestic Sewage" means the waterborne wastes derived from the ordinary living processes and of such character as to permit satisfactory disposal, without special treatment, into the public sewer or by means of a private sewage disposal system.

Section 2.18 Duplex

A house that accommodates two separate families or residents at the same time, with two separate entrances from the outside for each. Usually, when looking at a duplex it will look like a large house, but it will have two entrances to the two separate living spaces. They can be side by side, one story, or two stories. Inside it will have all the rooms you would expect in a single-family home including bathrooms, a kitchen, bedrooms, etc. On some occasions there will also be two garage doors. The owner is responsible for interior and exterior upkeep, landscape, etc.

Duplex ownership is generally single ownership for the entire structure, deeded as one parcel.

There are also triplexes and quadplexes that are the same but have three (3) and four (4) living spaces (units), respectively, instead of the two units in the duplex.

A triplex and quadplex are different than an apartment building in that the number of units in the building is less than five.

A duplex is different than a halfplex in that a duplex has one owner for the entire parcel. Each unit of a halfplex can be individually owned and each unit has its own parcel number.

A Multi-Family Residential Unit Connection Fee applies to each units of the Duplex. A triplex and quadplex are different than an apartment building in that the number of units in the building is less than five.

A Single Family Dwelling Connection Fee applies for all units of the duplex.

Duplexes are charged User Fees established for Multi-Family Residential Units. There are no consumption charges.

Duplex units are served water by a single water meter, serving both units. User Fees consist of a Single Family Dwelling base rate charge for the first unit and Multi-family base rate charge for additional units. There is no charge for consumption.

Section 2.19 Effluent

~~Section 2.20 Effluent~~

"Effluent" means the liquid flowing out of any treatment plant or facility constructed and operated for the partial or complete treatment of sewage or industrial waste.

~~Section 2.02~~ ~~Section 2.20~~ **Section 2.22 Fixture Units**

"Fixture Units" means fixture unit load values for drainage piping and plumbing, and shall be ~~as specified in this Chapter or its attachment; or, if not included herein,~~ as specified in the applicable Uniform Plumbing Code, ~~California State plumbing laws and administrative rules.~~

~~Section 2.03~~ Section 2.21 ~~Section 2.17~~ **Frontage**

"Frontage" means the length or width in feet applied to a lot based on the benefit received from the abutting sewer line, as determined by the District.

Section 2.22 Halfplex

A halfplex is one-half of an attached residence. There are two halfplexes per building, but each unit can be individually owned and each has its own parcel number. For all practical purposes, a halfplex is like a single family residence that shares a common wall.

Owners own their unit's interiors and exteriors, including roof, lawn, and driveway (sometimes), but not the common areas. The responsibility of landscape maintenance, exterior maintenance and repair, etc. is on the individual owner, generally meeting the requirements of CCRs.

A halfplex is different than a duplex in that each unit is deeded separately and each has its own parcel number; a duplex has one owner for the entire parcel.

A Single Family Dwelling Connection Fee applies to each unit in the halfplex.

~~Each halfplex unit is charged User Fees established for Single Family Residential Units. User Fees consist of a Single Family Dwelling base rate charge for each unit. There is no charge for consumption.~~

Each unit is served by an individual water meter.

Section 2.23 Hotel / Motel Unit (Also includes Bed & Breakfast Establishments)

A mixed-use establishment providing lodging and other guest services, rented out on a day-to-day basis. It is typically a single room with a bathroom facility and sometimes a kitchenette. A hotel room may include two rooms with two bathrooms with or without a single kitchenette. A hotel unit does not contain Cooking Facilities. Hotels include Bed and Breakfast establishments.

A Hotel is an individually owned commercial parcel.

A Hotel is different than a condo in a rental pool in that a hotel unit is owned by the building owner; a condo unit is individually owned and there are many owners in a condo building.

A Hotel room (unit) is the same as a condo unit in a rental pool in that a hotel unit is used for lodging on a short-term basis; a condo unit in a rental pool has similar use.

~~A Multi-Family Unit Commercial Connection Fees applies to each Hotel's Room with "Cooking Facilities" and Motels. A Hotel Unit Connection Fee applies to each Hotel Room with a "Kitchenette" or with no food preparation facilities. Hotels and motels are also charged Commercial Connection Fees for the meter installed to serve commercial water demands on the property.~~

~~User Fees consist of a Commercial base rate and flat rate for consumption.~~

~~Hotels and motels are charged User Fees (Multi-Family Unit base rate) for each unit in addition to~~

Commercial User Fees (base rate and consumption charges) for the meter installed to serve all other water demands on the property.

All Hotels units are served water by a master-metered and the hotel's commercial uses are may be served water by a -separate metered separately.

Section 2.04 ~~Section 2.29~~ ~~House Lateral~~

"House Lateral" means that part of the sewer piping within the street or right of way which extends from the property line or sewer right of way line to a connection with the main line sewer.

Section 2.24 Industrial Waste

"Industrial Waste" means any and all waste substances, liquid or solid, except domestic sewage, and includes among other things radioactive wastes and explosives, noxious or toxic gas when present in the sewage system.

Section 2.11 Inspector

Section 2.25 Inspector

"Inspector" means the authorized inspector, deputy, agent or representative of the District.

Section 2.26 ~~Section 2.31~~ ~~Interceptor~~

An "Interceptor" is a device designed and installed so as to separate and retain deleterious, hazardous or undesirable matter from wastes. "Interceptor" shall also mean a major sewer line that collects waterborne wastes from several trunks or pumping stations and conveys it to a sewage treatment plant.

Section 2.27 Kitchenette

A small cooking area usually in hotel type facilities that could include a coffee maker, microwave oven, toaster oven, dorm / half-refrigerator, and / or a bar sink.

A "Kitchenette" is different from "Cooking Facilities" in that a "Kitchenette" does not contain a full-size refrigerator, stovetop, oven, kitchen sink, or dishwasher.

Section 2.28 Licensed Contractor

"Licensed Contractor" means a contractor having a valid license issued pursuant to Chapter 9, Division 3, of the Business and Professions Code, State of California, which license includes the activities listed on permit applied for.

Section 2.29 Lock-Off Unit

Condominium units and hotels are often constructed with ~~lock-off-unit~~ Lock-Off Units. A condominium with a ~~Lock-Off Unit~~ lock-off unit, sometimes called a lockout unit, is a condominium that can be divided into two or more separate sections by a locking door. The owner of a ~~Lock-Off~~ Lock-Off has several options when it comes to renting out the unit: they can rent the entire unit to one party, stay in one ~~halfpart~~ halfpart of the unit and rent out the ~~other halfparts~~ other halfparts, or rent out ~~bothall parts halves~~ both all parts halves to different parties. While the main, or full unit, may have a full kitchen and laundry facilities, the ~~Lock-Off uUnit(s)~~ Lock-Off uUnit(s) will likely look more like a hotel room - with one room, a bathroom, possibly a kitchenette, and a separate door to enter or exit to the hallway or outdoors.

Lock-off uUnits are owned by the same owner as the main unit and have the same parcel number as the main unit.

Lock-Off Units are different than an apartment in that it can be joined to another living unit under common ownership by unlocking a door internal to the condo unit.

A Multi-Family Residential Unit Connection Fee applies to each Lock-Off Unit with "Cooking Facilities". A Hotel Unit Connection Fee applies to each Lock-Off Unit with a "Kitchenette" or with no food preparation facilities. The main condominium, or full, unit is also charged a Multi-Family Residential Unit Connection Fee. Single Family Unit Connection Fee.

Lock-Off Units are charged User Fees established for Multi-Family Residential Units. In addition, the main, or full, unit is charged User Fees established for Multi-Family Residential Units. There are no consumption charges.

Multi-Family Unit User Fees (base rate) apply to the main, or full, unit. In addition, Multi-Family Unit User Fees (base rate) apply to the lock-off unit. There is no charge for consumption. All Lock-Off unit Lock-Off Units are served water by a master-metered along with other condo units. The and the condominium's commercial uses are metered separately.

Section 2.30 Lot

Section 2.15 Lot

"Lot" means any piece or parcel of land bounded, defined, or shown upon a map or deed recorded or filed in the office of the County Recorder of Placer County, provided, however, that in the event any building or structure covers more area than a lot as defined above, the term "lot" shall include all such pieces or parcels of land upon which said building or structure is wholly or partly located, together with the yards, courts and other unoccupied spaces legally required for the building or structure.

Metered Service Connection

The service connection, plus the meter and meter box.

Section 2.05 Section 2.31 Section 2.27 Main Line Sewer or Force Main Sewer

"Main Line Sewer" or "Force Main Sewer" means any public sewer in a dedicated right of way in which changes in alignment and grade occur only at manholes, or where angle points or curves between manholes have been approved by the District. Such sewer lines are generally six (6) inches or more in diameter.

Section 2.32 Mixed Use Facilities

Parcels or facilities with both residential and commercial uses.

Connection Fees are charged based on the land use.

User Fees are charged based on the land use. The commercial portion will be charged a commercial base rate based on meter size and plus commercial rate consumption rate fees. The residential portion will be charged in accordance with its land use. See Schedule A.

Commercial and residential uses shall be separately metered.

Section 2.33 Multiple "Single Family Units"

Multiple "Single Family Units" as used herein means any residential housing facility containing two

or more separate living units as defined for "Single Family Dwelling Unit" in this section. Separate, as used herein, means isolated by means of partition, wall, door, floor, ceiling, or other obstruction, which detaches one living unit from another.

Examples of Multi-Family Units include Condominiums, Townhomes, Apartments, Duplex units, Accessory Dwelling Units (ADUs), Lock-Off Units (with or without Cooking Facilities or Kitchenette).

Section 2.45 Commercial Condominium

"Commercial Condominium" shall have the same meaning as a residential condominium with the additional provision that it is managed in such a manner as determined by the District to be of a commercial nature or it is configured such th

Section 2.34 Ordinance

Section 2.09 Ordinance

"Ordinance" means an ordinance of the Squaw Valley Public Service District. [Amended by Ord. 99-02]

Outside Sewer

"Outside Sewer" means a sanitary sewer system beyond the limits of the District not subject to control or jurisdiction of the District.

Section 2.35 Section 2.06 Owner

"Owner" shall mean any person who by lease, contract of sale, deed, deed with security as trust deed, mortgage, or other evidence of indebtedness, estate or other color of right, or color of title, has fee title or demonstrates, or ostensibly demonstrates the authority to grant, or accept the incidents of ownership to any lot, premises, or parcel of land.

Section 2.36 Section 2.13 Permittee

"Permittee" means the person to whom a permit has been issued pursuant to the provisions of this chapter.

Section 2.06 Section 2.37 Section 2.05 Person

"Person" shall mean any person, firm, company, corporation, partnership, association, any public corporation, political subdivision, city, county, district, the State of California, or the United State of America, or any department or agency thereof.

Section 2.38 Section 2.14 Pollution of Underground or Surface Waters

"Pollution of Underground or Surface Waters" means affecting such waters in a manner which, if allowed to continue, would render them unfit for human or animal use or toxic to vegetation to an extent adversely affecting plant growth.

Section 2.39 Point of Service

"Point of Service" shall mean the point of physical connection of private sanitary sewer facilities to

the public sewer. For residential customers, this is typically the sanitary sewer easement or property line. The Point of Service defines the interface between the District and private ownership of sewer facilities.

~~Section 2.07~~~~Section 2.01~~ ~~Section 2.06~~ **Owner**

~~"Owner" shall mean any person who by lease, contract of sale, deed, deed with security as trust deed, mortgage, or other evidence of indebtedness, estate or other color of right, or color of title, has fee title or demonstrates, or ostensibly demonstrates the authority to grant, or accept the incidents of ownership to any lot, premises, or parcel of land.~~

~~Section 2.08~~~~Section 2.40~~ **Section 2.07** Premises

"Premises" shall mean any lot, or any piece or parcel of land comprising two or more lots of record in one ownership, or any building or other structure or any part of any building or structure used or useful for human habitation or gathering or for carrying on a business or occupation or any commercial or industrial activity.

~~Section 2.09~~~~Section 2.41~~ **Section 2.24** Private Fixtures

~~"Private Fixtures" are those which are intended for the use of an individual, or which are limited to the use of the employees of a business, provided that the number of employees in that business at any one time does not exceed the ratio of five employees to each restroom.~~

Comment [MG1]: This needs to be improved if it's used anywhere in the Water or Sewer Ordinances; if it's not, it should be deleted. Current definition is unacceptable.

Section 2.42 ~~Section 2.30~~ **Private Sewage Line** **Sanitary Sewer Facilities**

~~The system of pipelines, manholes, cleanouts, pump stations, interceptors, building laterals, and/or related appurtenances, not operated or maintained by the District, that carry liquid and waterborne waste from residential, commercial, or industrial facilities to the District's sanitary sewer system.~~

~~That portion of the sewage collection system which is located on the private owner's side or customer's side of the property or sewer right of way line.~~

~~Section 2.10~~~~Section 2.43~~ **Section 2.26** Private Sewer

"Private Sewer" means a sewer system serving an independent sewer disposal system not connected with a public sewer and which accommodates one or more buildings or industries.

~~Section 2.11~~~~Section 2.44~~ **Section 2.23** Public Fixtures

"Public Fixtures" are those which are intended for the use of the employees of a business when the ratio of employees per restroom exceeds 5 to 1; or those fixtures in a business which are for unrestricted use by clients or customers of the business; or members of the public; or those which are located in places to which the public is invited, or places which are frequented by the public without special permission, or other installations where fixtures are installed so that their use is similarly unrestrictive.

~~Section 2.12~~~~Section 2.45~~ **Section 2.25** Public Sewer

"Public Sewer" means a main line sanitary sewer that is controlled by or under the jurisdiction of

~~the District, dedicated to public use controlled by the District.~~

~~Section 2.46 Section 2.37~~ Saddle

A "Wye Saddle" is a short pipe fitting with a shoulder at one end to allow the application of the fitting to a hole tapped in the main line sewer such that the short pipe shall form a 45 degree angle from the main line sewer pipe.

A "Tee Saddle" is a short pipe fitting with a shoulder at one end to allow the application of the fitting to a hole tapped in the main line sewer such that the short pipe shall form a 90 degree angle from the main line sewer pipe.

~~Section 2.15 Section 2.08~~ County Health Officer

~~Section 2.16~~

~~Section 2.17 "County Health Officer" means the County Health Officer of the County of Placer, or his authorized deputy, agent, representative, or inspector.~~

~~Section 2.18~~

~~Section 2.19 Section 2.15 Section 2.09~~ Ordinance

~~Section 2.20 Section 2.15~~

~~Section 2.21 Section 2.15 "Ordinance" means an ordinance of the Squaw Valley Public Service District. [Amended by Ord. 99-02]~~

~~Section 2.22~~

~~Section 2.13 Section 2.47~~ Section 2.40 Section

"Section" means a section of this chapter unless some other ordinance, chapter or statute is mentioned.

~~Section 2.14 Section 2.48~~ Section 2.41 Seepage Pit

A "Seepage Pit" is a lined excavation in the ground which receives the discharge of a septic tank, so designed as to permit the effluent from the septic tank to seep through its bottom and sides.

~~Section 2.49~~ Septic Tank

A "Septic Tank" is a watertight receptacle which receives the discharge from a sewage system designed and constructed so as to retain solids, digest organic matter through a period of detention and allow the liquids to discharge into the soil outside of the tank through a drain field system or one or more seepage pits.

~~Section 2.11~~ Inspector

~~"Inspector" means the authorized inspector, deputy, agent or representative of the District.~~

~~Section 2.12~~ Licensed Contractor

~~"Licensed Contractor" means a contractor having a valid license issued pursuant to Chapter 9, Division 3, of the Business and Professions Code, State of California, which license includes the activities listed on permit applied for.~~

~~Section 2.13~~ Permittee

~~"Permittee" means the person to whom a permit has been issued pursuant to the provisions of this chapter.~~

Section 2.50 Service Lateral

"Service Lateral" means the sanitary sewer piping which extends from the District main pipeline to the point of service (usually the property line or sewer easement line cleanout). The point of service cleanout is part of the building lateral.

Section 2.51 Sewage

"Sewage" means any waterborne or liquid wastes including domestic sewage and industrial waste, but does not include or mean storm water, ground water, roof or yard drainage.

Section 2.52 Sewage Pumping Plant

"Sewage Pumping Plant" means any works or device used to raise sewage from a lower to a higher level or to overcome friction in a pipe line.

~~Section 2.14 Pollution of Underground or Surface Waters~~

Section 2.53 Single Family Dwelling Unit

"Single Family Residential Unit (SFU)," for the purpose of this chapter, shall mean a residential housing facility containing no more than one living unit. "Living unit" as used herein means any building or portion thereof containing the following:

- Cooking Facilities; and
- A sleeping area or sleeping accommodations, and
- A bathroom facility

See definition for "Cooking Facilities" in this Chapter.

"Bathroom Facility," as used herein, means an area containing a toilet and bathtub or shower.

A Single Family Dwelling is a parcel with a single-family residential dwelling unit.

A Single Family Dwelling is an individually owned residential parcel.

A Single Family Residential Unit Connection Fee applies.

Single Family Dwelling Units are charged User Fees established for User Fees consist of a Single Family Residential Units base rate charge. There are no consumption charges no consumption charge.

A Single Family Dwelling is served by a single water meter.

~~"Pollution of Underground or Surface Waters" means affecting such waters in a manner which, if allowed to continue, would render them unfit for human or animal use or toxic to vegetation to an extent adversely affecting plant growth.~~

~~Section 2.15 Lot~~

~~"Lot" means any piece or parcel of land bounded, defined, or shown upon a map or deed recorded or filed in the office of the County Recorder of Placer County, provided, however, that in the event any building or structure covers more area than a lot as defined above, the term "lot" shall include all such pieces or parcels of land upon which~~

~~said building or structure is wholly or partly located, together with the yards, courts and other unoccupied spaces legally required for the building or structure.~~

~~Section 2.15~~Section 2.54 **Section 2.16 – Street Property Line**

As used in this chapter, "Street Property Line" means a State or County right-of-way line or a road easement line immediately adjacent to the premises.

Section 2.18 – Sewage

"Sewage" means any waterborne or liquid wastes including domestic sewage and industrial waste, but does not include or mean storm water, ground water, roof or yard drainage.

Section 2.30 – Private Sewage Line

~~That portion of the sewage collection system which is located on the private owner's side or customer's side of the property or sewer right of way line.~~

Section 2.31 – Interceptor

~~An "Interceptor" is a device designed and installed so as to separate and retain deleterious, hazardous or undesirable matter from wastes. "Interceptor" shall also mean a major sewer line that collects waterborne wastes from several trunks or pumping stations and conveys it to a sewage treatment plant.~~

Section 2.32 – Sewage Pumping Plant

~~"Sewage Pumping Plant" means any works or device used to raise sewage from a lower to a higher level or to overcome friction in a pipe line.~~

Section 2.33 – Collection System

~~The system by which sewage is collected throughout the service area within the District, including but not limited to, private sewage lines, house laterals, main line sewers, interceptors, pumping plants and all other appurtenances.~~

~~Section 2.16~~Section 2.55 **Section 2.34 – Swimming Pool**

"Swimming Pool" means all swimming or wading pools containing 2,000 gallons of water or more.

~~Section 2.17~~Section 2.56 **Section 2.35 – Tapping**

"Tapping" means the forming of a Tee or Wye branch connection to a main line sewer by installing a Tee or Wye Saddle after the sewer is in place.

~~Section 2.18~~Section 2.57 **Section 2.36 – Tee or T**

"Tee" or "T" means a fitting for a branch on which the spur joins the barrel of the pipe at an angle of approximately 90 degrees.

Section 2.58 User Fees

User Fees are levied and assessed annually against consumers for the purposes of providing funds for the maintenance, operation and capital improvements of the District.

Each lot or premises which is connected to and each owner or customer distributing wastewater into the District's collection system shall pay an annual sewer service charge. These are also known as Service Fees or "Rates & Charges for Sewer Service".

~~Section 2.23 Section 2.15 Section 2.37 Saddle~~

~~Section 2.24 Section 2.15~~

~~Section 2.25 Section 2.15 A "Wye Saddle" is a short pipe fitting with a shoulder at one end to allow the application of the fitting to a hole tapped in the main line sewer such that the short pipe shall form a 45 degree angle from the main line sewer pipe.~~

~~Section 2.26 Section 2.15~~

~~Section 2.27 Section 2.15 A "Tee Saddle" is a short pipe fitting with a shoulder at one end to allow the application of the fitting to a hole tapped in the main line sewer such that the short pipe shall form a 90 degree angle from the main line sewer pipe.~~

~~Section 2.28~~

~~Section 2.19 Section 2.59 Section 2.38 Wye or Y~~

"Wye" or "Y" means a fitting for a branch on which the spur joins the barrel of the pipe at an angle of approximately 45 degrees.

Section 2.39 Single Family Unit

"Single Family Unit (SFU)," for the purpose of this chapter, shall mean a residential housing facility containing no more than one living unit. "Living unit" as used herein means any building or portion thereof containing the following:

- Cooking Facility; and
- A sleeping area or sleeping accommodations; and
- A bathroom facility

"Cooking Facility," as used herein, shall be defined as containing a stove, oven, microwave or other facilities commonly used for the preparation and service of food and/or an area for the storage, preparation and cooking of food, including a kitchen sink. "Kitchen sink," as used herein, means any sink that may be utilized for food preparation.

"Bathroom facility," as used herein, means an area containing a toilet and bathtub or shower. [Amended by Ord. 94-04 and Ord. 02-02]

Section 2.40 Multiple "Single Family Units"

Multiple "Single Family Units" as used herein means any residential housing facility containing two or more separate living units as defined in Section 2.39. Separate, as used herein, means isolated by means of partition, wall, door, floor, ceiling, or other obstruction, which detaches one living unit from another. [Added by Ord. 02-02]

Section 2.42 Septic Tank

~~A "Septic Tank" is a watertight receptacle which receives the discharge from a sewage system designed and constructed so as to retain solids, digest organic matter through a period of detention and allow the liquids to discharge into the soil outside of the tank through a drain field system or one or more seepage pits.~~

Section 2.43 – Customer

~~"Customer" shall mean any person described herein who receives sanitary sewer service from or discharges sewage to the District system.~~

Section 2.44 – Residential Condominium

~~"Residential Condominium" shall mean an estate in real property consisting of an undivided common interest in a portion of a parcel of real property together with a separate interest in a living unit of the residential multiple unit.~~

Section 2.45 – Commercial Condominium

~~"Commercial Condominium" shall have the same meaning as a residential condominium with the additional provision that it is managed in such a manner as determined by the District to be of a commercial nature or it is configured such that treating it as a commercial condominium would be the most equitable means of billing the user.~~

DRAFT

DIVISION III GENERAL PROVISIONS AND REGULATIONS

Section 3.01 Amendments

Whenever a power is granted to any portion of this Chapter, such reference applies to all amendments and additions thereto.

Section 3.02 Delegation of Powers

Whenever a power is granted to or a duty imposed upon the District by provisions of this Chapter, the power may be exercised or the duty performed by an authorized person or agent of the District.

Section 3.03 Validity

In any provisions of this Chapter or the application thereof to any person or circumstance, is held invalid, the remainder of the Chapter, and the application of such provisions to other persons or circumstances shall not be affected thereby.

Section 3.04 Enforcement

This District Manager shall enforce the provisions of this Chapter and for such purpose shall have the powers of a peace officer. Such powers shall not limit or otherwise affect the powers and duties of the Placer County Health Officer.

Section 3.05 Minimum Standards

Facilities shall be designed so as to produce an effect which will not pollute underground or surface waters, create a nuisance, or menace the public peace, health, or safety. The District Manager shall consult with the Health Officers and officials of public agencies, and from time to time, promulgate standards which may vary according to location, topography, physical conditions, and other pertinent factors.

The minimum acceptable standards for design and construction of sewage collection systems within the District shall be the latest version of the Squaw Valley Public Service District's Technical Specifications.

Section 3.06 Penalty for Violation

Every person violating any provision of this Chapter or any conditions or limitation of permit issued pursuant thereto is guilty of a misdemeanor punishable in the manner provided by law.

Section 3.07 Continued Violation

Each day during which any violation described in this Chapter as willful continues shall constitute a separate offense punishable as provided by this Chapter.

Section 3.08 Notice

Unless otherwise provided herein, any notice required to be given by the District Manager under this Chapter shall be in writing and may be mailed by regular first-class mail to the last address known to the District Manager. Where the address is unknown, service may be made as above provided upon the owner of record of the property.

Section 3.09 Time Limits

Any time limit provided for in this Chapter may be extended by mutual written consent of both the District and the permittee or applicant, or other person affected.

Section 3.10 Identification

Inspectors and maintenance men shall identify themselves upon request when entering upon the work of any contractor or property owner for any inspection or work required by this Chapter.

Section 3.11 Maintenance Inspections

The District Manager may inspect, as often as he deems necessary, every main line sewer, sewage pumping plant, sewage connection, interceptor, or similar appurtenances to ascertain whether such facilities are maintained and operated in accordance with the provisions of this Chapter. All persons shall permit and provide the District Manager with access to all such facilities at all reasonable times.

Section 3.12 Access Requirements

No physical object or structure, including but not necessarily limited to permanent or temporary structures, plantings, landscaping, fill, boulders, rockery walls or irrigation systems shall be located on or within a District sewer line easement or placed in such a position as to unreasonably interfere with District's access, maintenance or repair of any facility located within a sewer line easement and as described in Section 3.11. Any such obstruction, upon request of the District's General Manager, or his designee, shall immediately be removed by the property owner at no expense to the District and once removed shall not be replaced on or within the easement.

Upon the District's written notification to the property owner, any and all obstructions which impede or prevent access to the utility easement shall be removed by the owner at no cost to the District. If, after 45-days notice, the Owner has failed or refused to remove the obstruction(s) affecting the utility easement, District shall, at its election, remove the obstructions and bill the Owner to recover District expenses incurred in connection therewith. Owner shall be responsible for payment of all District expenses, including staff time, administrative fees, legal fees, charges from independent contractors and/or as otherwise associated with removal of Owner's encroachments upon or within District's utility easement.

The obligation to pay District expenses shall become due upon presentation of a billing therefor and shall become delinquent if not paid within forty-five (45) days from date of billing presentation. Any delinquent payment shall gather interest at the Annual Percentage Rate of twelve percent (12%) from date of delinquency until paid. If the bill remains unpaid for a period of forty-five (45) days from presentation of the original billing, the District will forward the delinquent charges to Placer County for collection on the Owner's property tax bill.

Section 3.13 Interference with Inspectors

No person shall, during reasonable hours, refuse, resist, or attempt to resist the entrance of the District Manager into any building, plant, yard, field, or other place or portions thereof in the performance of his duty within the power conferred upon him by law or by this Chapter.

Section 3.14 Maintenance of Plants, Interceptors, and Other Facilities

The requirements contained in this Chapter, covering the maintenance of sewage pumping plants, interceptors, or other appurtenances, shall apply to all such facilities now existing or hereafter constructed. All such facilities shall be maintained by owners thereof in a safe and sanitary condition, and all devices or safeguards which are required by this Chapter for the operation of such facilities shall be maintained in good working order.

This section shall not be construed as permitting the removal or non-maintenance of any devices or safeguards on existing facilities unless authorized in writing by the District Manager.

Section 3.15 Operation and Maintenance ~~Responsibilities of House Laterals and Private Sewage Lines~~

- A. The owner of the property served and customer served by the District's collection system shall be responsible for the operation and maintenance, repair, and replacement of the private sanitary sewer facilities~~sewage line~~, and all devices or safeguards required by this Chapter, which are located upon the property owned by the property owner or occupied by the customer.
- B. The District shall be responsible for the operation and maintenance, repair, and replacement of that portion of the collection system which is in the state or county right-of-way or District easement, which has been dedicated to the District or which is not located upon the property of the person served by the District's collection system.
- C. With the exception of those sanitary sewer facilities which have been dedicated to the District or are located within a state or county right-of-way or District easement, the owner or their contractor or agent shall, at their own risk and expense, install, keep and maintain in good repair all private sanitary sewer facilities (sanitary sewer pipelines, force mains, manholes, building laterals, equipment, pump stations, and related appurtenances) situated on the premises so served. The District shall not be responsible for any losses, damages, claims or demands caused by improper or defective installation, operation, or maintenance of private~~of~~ sanitary sewer facilities by the owner, its contractors, agents or employees, whether inspected and/or approved by the District. All such installations of private sanitary sewer facilities shall conform with all federal, state, county, and local laws, ordinances, rules and regulations.
- D. The property owner or customer served by the District's collection system shall be responsible and solely liable for all costs incurred by the District in connection with the repair or replacement of all damage to the system caused by the property owner, customer, or their respective contractors, agents, or employees, including but not limited to sewage line obstructions, wherever located.
- E. All private sanitary sewer facilities found in need of repair as a result of testing procedures conducted as required by this Chapter shall be repaired or replaced to the current standards set forth in the District Code.

~~Section 3.16 Conditions Requiring Testing of Existing Sanitary Sewer Facilities~~

~~It shall be unlawful for any owner of a house, building, or property connected to the District's sanitary sewer system to maintain private sanitary sewer facilities in a condition such that the tests contained herein cannot be successfully accomplished.~~

~~All private sanitary sewer collection systems and related facilities, including those serving single family residential living units, multiple family residential living units, commercial, and industrial connected to the District's sanitary sewer system shall be tested when any of the following conditions occur:~~

- ~~A. Issuance of a building permit for remodel which allows for changes or additions to plumbing fixtures, or~~
- ~~B. Installation of additional plumbing fixtures in the house, building or property served, or~~
- ~~C. Change of use of the house, building or property serviced from residential to business or commercial, or from non-restaurant commercial to restaurant commercial, or~~
- ~~D. Repair or replacement of all or part of the building sewer lateral(s), equipment, or appurtenances, or~~
- ~~E. The addition of living units, such as guest cabins on the property served or conversion of~~

~~garages into living quarters with plumbing fixtures, or~~

~~F. An inspection by the District indicates reasonable cause, or~~

~~G. Upon a determination of the General Manager that testing or sanitary sewer facility replacement is required for the protection of the public health, safety and welfare.~~

~~Section 3.17~~ **Section 3.16 Pool, Rain and Surface Water Drainage**

No private pool, receptacle, area, or roof which receives or disposes of rainwater or surface water shall be connected to the collection system. All swimming pools may discharge backwash and drain wastewater to the public sewer as set forth in this section.

If swimming pool draining and backwash is discharged to the main system, prior written approval must be obtained from the District Manager. No person shall discharge any substance in the District's collection system without first applying for a permit from the District. The District Manager reserves the right to prohibit the draining of swimming pools when, in his opinion, such activity would deleteriously affect the operation of the sewage works. Draining operations shall take place only between the hours of 9 p.m. and 7 a.m. or at any other time with prior approval of the District Manager.

~~Section 3.18~~ **Section 3.17 Notice to Stop Work**

Whenever any construction is being done contrary to the provisions of any law, standard, or ordinance, the District Manager shall issue a written notice to the responsible party to stop work on that portion of the work on which the violation has occurred. No work shall be done on that portion until corrective measures have been taken and approved by the District Manager.

~~Section 3.19~~ **Section 3.18 Mandatory Sewer Connections**

All occupancies requiring sanitation facilities as defined in the Uniform Building Code or as determined by the appropriate state agency shall be connected to the public sewer system. Notwithstanding any provision to the contrary, structures shall be connected to the public sewer system by July 1, 1989, if the public sewer system is available. Availability shall mean a public sewer system which has been constructed and is in use within two hundred (200) feet of the premises.

No person shall cause or permit the disposal of sewage or other liquid waste into any drainage system which is not connected to the public sewer system when such connection is required by this section.

~~Section 3.20~~ **Section 3.19 Location of Service Lateral Inconsistent With District Record Maps**

Whenever a servicehouse lateral is not located as shown on District record maps, District personnel shall assist to the extent possible to determine the location of the servicehouse lateral by use of surface and underground line detectors. However, the District shall bear no expense for equipment, excavation and/or labor expenses incurred by any person in determining the location of District lines, servicehouse laterals and other facilities.

Section 3.21 Section 3.20 Non-existent Service Laterals Shown on Record Maps

- A. Before a stub out, wye or point of service that~~house lateral, which~~ is shown to exist on District maps, is determined to be "nonexistent, non-existent," the person attempting to locate the servicehouse lateral connection point shall contact the District Manager for assistance. The District shall review records~~a determination relative to the amount of digging and/or research to be required of closed circuit television inspections and other available records to ensure that there is, in fact, a stub, the person in locating the house lateral.~~ The District shall not be liable for any expense, expenses for equipment, excavation, and/or labor incurred by any person in determining the existence or the "nonexistence" of any stub out, wye, point of service and/laterals, lines or other facility. facilities.
- B. When the District has previously been provided with record maps and the Manager has made a determination that no servicehouse lateral exists as shown on the District record maps, it shall be the property owner's responsibility to install a new service lateral in accordance with this Chapter and the Sewer Technical Specifications. Installation of a service lateral shall be performed by a California licensed contractor approved by the District. ~~the Manager may:~~

Section 3.21 Sewer Service When Existing Service Lateral is Inadequate.

If there is an existing service lateral connection which is not adequate for the unit(s) to be served or if there is no existing service lateral to which the unit(s) to be served may be connected, then it will be the property owners responsibility to install a new service lateral and abandon the existing service lateral in accordance with this Chapter and the Sewer Technical Specification's. Installation of a service lateral and abandonment of existing service laterals shall be performed by a California licensed contractor approved by the District. The District shall furnish the sewer service subsequent to the applicant's construction of the necessary portions of the collection system; the applicant's payment of all fees to the District; the applicant's compliance with all District rules and regulations; and the applicant's payment in full of all delinquent charges, if any, owed to the District.

1. Waive any applicable main line tap fees; and,

Install the house lateral at the District's expense if there is an existing main servicing the property.

DIVISION VI FEES AND CHARGES

Section 6.01 Plan Checking Fees

Any person required by this Chapter to have improvement plans checked by the District shall reimburse the District for the actual total costs to the District of providing such a service. Such costs shall be determined by the District Manager. The District will require a non-refundable deposit as established from time to time by the Board for all commercial, industrial, public, single or multi-family proposed improvements.

Applications for plan checking are available at the District Office and are to be filled out by the Engineer submitting the improvement plans.

Section 6.02 Sewer Construction Permit Fee

Any person making a permanent or temporary improvement to the District's collection system shall reimburse the District for the total costs of field and structure inspection, procuring or preparing record plans, automobile mileage, and all overhead and indirect costs. The applicant shall also be responsible to pay the cost of all labor, equipment, and materials required for the actual improvements. Such costs shall be determined by the District Manager.

Section 6.03 Connection ~~Charges~~ Fees

There is hereby levied and assessed against any premise, or portion thereof, which has been approved for connection to the District collection system, a connection fee as set by the Board from time to time ~~and tapping fee~~. Connection fees are set forth in Schedule A.

A. Time of Payment. All connection ~~charges~~ fees shall be paid to the District upon approval of an application and prior to any construction.

B. Units. ~~Each unit, as defined in Section 6.3 E, shall be charged a connection fee when applicable.~~

~~**Existing House Lateral Sewer Service When Existing House Service Lateral is Adequate.** If there is an adequate, existing and adequate house service lateral to which a unit shall be connected, and which is or has been legally servicing the premises for which a District connection permit has been issued, an applicant for sewer service from the District shall be entitled to such service after the applicant submits an appropriate application to the District, pays a service fee as set by the Board from time to time and complies with all other District regulations. However, if the applicant is delinquent in any bills to the District, the applicant shall pay such bills in full prior to receiving District sewer service. Additionally, no tapping fee shall be charged.~~

~~**Sewer Service When Existing House Service Lateral is Inadequate.** If there is an existing house service lateral connection which is not adequate for the unit(s) to be served or if there is no existing house service lateral to which the unit(s) to be served may be connected, then it will be the property owners responsibility to install a new service lateral and abandon the existing service lateral in accordance with this Chapter and the Sewer Technical Specification's. Installation of a service lateral and abandonment of existing service laterals shall be performed by a California licensed contractor approved by the District then a tapping fee shall be charged for each tap performed by the District into the District's collection system. The District shall furnish the sewer service subsequent to the applicant's construction, or payment for construction, of the necessary portions of the collection system; the applicant's payment of all fees to the District; the applicant's compliance with all District rules and regulations; and the applicant's payment in full of all delinquent charges, if any, owed to the District.~~

C.B. Connections. Connections of housebuilding laterals or of the force main into the District's existing force main shall be charged the applicable connection fee. ~~Any taps required under these circumstances shall be performed by the District or their approved contractor and shall be subject to the tapping fee.~~

D.C. Sewer Connection Fee. The District shall collect from all applicants for sewer service connections a connection fee which includes an existing system buy-in component, a component for future facilities required to accommodate future growth, and a debt service component. The existing system buy-in includes collection and general plant. The future facilities include collection related assets. The debt service component accounts for the principal owed by the District on-for existing assets.

1. The connection fee for a 1-inch or less residential meter shall be the basic unit in determining all other connection fees.

2. The connection fee for a residential services connection using a 1-inch or less meter shall be as follows: This includes single family dwellings, multi-family units, duplex units, halfplexes, condominiums, apartments, ADUs, and lock off units.

i. Collection	\$3,750
ii. General Plant	\$2,064
iii. Debt Service	(\$187)
a. TOTAL	\$5,627

3. The connection fee for commercial units shall be based on meter size as follows:

<u>1" Meter</u>	<u>= \$5,627</u>
<u>1.5" Meter</u>	<u>= \$11,254</u>
<u>2" Meter</u>	<u>= \$18,006</u>
<u>3" Meter</u>	<u>= \$33,762</u>
<u>4" Meter</u>	<u>= \$56,270</u>
<u>6" Meter</u>	<u>= \$112,540</u>

E.D. Meter Equivalency Factor. The connection fee for larger meter sizes are determined by multiplying the connection fee for a 1-inch meter by a meter equivalency factor.— The connection fee for 2-inch and greater size meters shall be reviewed by the General Manager. Meter equivalencies shall be:

1-inch meter	1.0
1.5-inch meter	2.0
2-inch meter	3.2
3-inch meter	6.0
4-inch meter	10.0
6-inch meter	20.0

Residential Meter Size Requirements. These requirements are used for remodels of residential units not required to have a fire suppression system. The meter size for single family residences are based on the number of equivalent fixture units being served.

less than 30 EFUs 5/8 x 3/4 inch meter

31 EFUs to 54 EFUs 3/4 inch meter

55 EFUs to 127 EFUs 1 inch meter

E. Connection Fees for Meters Larger Than 1-inch. This charge shall be determined by the General Manager on a case-by-case basis.

The applicant shall provide to the District the projected demand and meter size requested as certified by a qualified Engineer and subject to approval by the District Engineer, and meter size requested.

The demand will be evaluated from time to time, at the sole discretion of the District. Said evaluation shall be complete within five years from the date of actual service. If the actual demand within that period differs from the estimated demand that was the basis for the original connection fee by more than 5%, then an additional charge will be assessed.

~~F. **Tapping Fee.** The fee for tapping the sewer main shall be the total actual costs of labor, equipment and materials for the District or its approved contractor to perform the tap. The fee for connecting to an existing house lateral shall be established from time to time by the Board and is as set forth in Schedule A attached hereto and incorporated herein by reference.~~

~~G.F. **Change of Use.** If at any time after payment of a connection charge, there is a change of use on the premises resulting in an increase in meter size, the owner shall, prior to issuance of a permit, pay the difference in connection fee for the meter size, as set forth in Schedule A attached hereto and incorporated herein by reference, to the District for each equivalent fixture unit in excess of the number used in calculating the original connection charge. In the case where a smaller meter size is determined there shall be no reimbursement of Connection Fees previously paid~~

~~H.G. **Connection Fee for Multiple Dwelling Units** Service connections for multiple dwelling units including, but not limited to, residential condominiums, apartments, ~~2nd unit of a duplex units, accessory dwelling units (ADUs), hotel rooms,~~ and lock-off units shall be assessed the same a connection fee based upon the sewer connection fees in Sections E.2 for single family residential units above. The connection charge as set from time to time by the Board is a flat charge which allows for the initial installation of a unit. This fee includes the hook up for a single family unit or equivalent. The total connection charge shall be the sum of the tapping, and hook up.~~

Section 6.04 Billing for Sewer Service

The District shall begin billing for service when the District first determines a discharge to the collection system has occurred by the permittee or in accordance with Division V.

Section 6.05 Fee For Processing Sewer Line Easements

For each written contract required by Division V, requiring the processing of sewer line easements, the District shall be reimbursed by the applicant for the total actual costs of processing the required easement(s). In the event it is necessary to rewrite the description, the District again shall be reimbursed by the applicant for the actual total processing cost. A deposit may be required as set forth on Schedule A attached hereto and incorporated herein by reference.

Section 6.06 Application Fee

- A. When a person applies for a permit, the applicant shall pay to the District an application fee as established from time to time by the Board (see Schedule A) per application made. The District shall not accept an application until it receives the application fee.
- B. Any person who has paid an application fee pursuant to this section, and whose application expires or is canceled, withdrawn, voided, terminated, or abandoned, whether voluntarily or involuntarily, shall not be entitled to a refund of or credit from the application fee.

Section 6.07 Fees Forfor Preparing Or Checking Special Studies

Before proceeding with the preparation of any special study, the District shall collect from the person making the request for the study a fee in the amount of the estimated cost of preparing the study, as determined by the District Manager. If, after the fee is paid, a change in the study is requested which will increase the cost of preparing the study, supplemental fees shall be collected in the amount of the estimated additional cost. Studies prepared by others and submitted for checking by the District shall be subject to the fee requirement stated above.

Section 6.08 Septic Tank, Cesspool and Holding Tank Discharge Prohibited

Disposal of residential, septic tank, cesspool, holding tank, wastes, or other discharges into the District's sewer system is prohibited. *(Amended by Ord 2009-06)*

Section 6.09 Collection of Fees Charged

All fees and connection charges shall be due prior to connection to and use of the collection system of the District.

Section 6.10 Rates and Charges for Sewer Service

A. Power of Board. For the purposes of providing funds for the maintenance, operation and capital improvements of the District, the Board may from time to time establish rates, charges, and other fees to be levied and assessed against consumers such as are necessary to carry out the provisions of this Chapter.

B. Definitions. For the purposes of this section only, the specified terms shall have the following definitions:

1. "Domestic users" shall mean all residential users, including single family units, residential condominiums, and other multi-family dwellings.
2. "Commercial users" shall mean all business or other similar users, commercial condominiums, hotels, laundries, laundromats, service stations, public buildings, and unoccupied storage/warehouses, swimming pools (semi-public), spa/hot tubs (semi-public).
3. "Commercial unit" shall mean each office, store, or other separately owned or operated commercial space or structure, including any commercial user which is not otherwise specifically identified.
4. "Industrial user" shall mean:
 - a. Any user of a publicly owned treatment works:
 1. identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended; and,
 2. which discharges more than 50,000 gallons per day (gpd) of sanitary wastes, or which discharges, after exclusion of domestic wastes or discharges from sanitary conveniences, the weight of biochemical oxygen demand (BOD) or suspended solids (SS) equivalent to that weight found in 50,000 gpd of sanitary waste; or,
 - b. any user of a publicly owned treatment works which discharges sewage to the treatment works which contains toxic pollutants or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with

other wastes, to contaminate the sludge of any municipal systems, or to injure or interfere with any sewage treatment process, or which constitutes a hazard to humans or animals, creates a public nuisance, or creates any hazard in or has an adverse effect on the waters receiving any discharge from the treatment works.

5. "Laundry" shall mean a commercial laundering facility.
6. "Laundromat" shall mean a self-service laundry utilized by the public.
7. "Public building" shall mean any public service building, including a police station or fire station, or any other publicly owned building not otherwise specifically identified.

C. Annual Service Charge. Each lot or premises which is connected to and each owner or customer receiving sewer service from the District's collection system shall pay an annual sewer service charge.

1. Residential Sewer Rate. There is hereby levied and assessed upon all residential users, a residential sewer rate consisting of a base rate.

- a. **Base Rate Charge.** For Single Family Residents, the base rate charge is equal to the unit value assigned by the District to the premise times the rate for a single-family unit. If additional units exist on the property, they will be charged a 2nd unit base rate as set forth in Schedule A, which is attached hereto and incorporated herein by reference
- b. **Unit Value.** The Manager shall assign to each premise within the District subject to a flat rate charge a unit value based on the classification system established by the District for such purpose.- The basis for such a value shall be that a "living Unit" as defined under the definition of "single family unit" is considered to have a unit value equal to 1.0.

2. **Commercial Sewer Service Rate.** There is hereby levied and assessed upon all commercial users a commercial sewer service rate, which rate is set forth on Schedule A, which is attached hereto and incorporated herein by reference.

3. **Industrial Sewer Service Rate.** There is hereby levied and assessed upon all industrial users an industrial sewer service rate, which is equal to the commercial sewer service rate as set forth on Schedule A, which is attached hereto and incorporated herein by reference.

- a. Additionally, the industrial user may be subject to an annual surcharge depending on the strength of the sewage, as may be determined by the District Manager from time to time. In the event that the average waste discharge characteristic and annual surcharge is disputed, the discharger shall submit a request for an analysis and flow measurement to the District and bear all expenses associated with measurement and sampling.
- b. For each industrial user, the District may require the installation, at the expense of the industrial user, of District-approved recording and sampling devices or sewage meters on the user's premises for use by the District. Such devices or meters shall be available for inspection by District personnel at any reasonable time. The industrial user shall be responsible for the maintenance, repair and replacement of all sampling or recording devices, sewage meters, and related equipment. The industrial user shall be responsible for any damage or expenses involved in the repair or replacement for which the industrial user, its agents, officers or employees

is or are responsible.

- c. At its sole option and as an alternative to the industrial user charge, the District may require an industrial user to pretreat the user's sewage flow so that the flow, after exclusion of domestic wastes or discharges from sanitary conveniences, is less than the equivalent weight in BOD and SS found in 50,000 gpd of sanitary waste.

D. Service Charge. When an annual service charge is based on water use, the annual sewer service charge shall be determined as stated above. However, when a water meter fails to register or a meter cannot be reasonably read, the quantity rate component of the annual sewer service charge shall be based on the average quantity of water supplied for comparable service during the preceding year. When there is no record of water supplied for comparable service, the total service charge shall be determined by the District Manager.

E.

1. No sewage shall be collected from any premises or persons except through a service connection in compliance with the District's rules and regulations.
2. No sanitary sewer service or facility shall be furnished to any premises or persons free of charge.

F. Temporary Sewer Services:

~~Temporary Service.~~—The District shall charge any person who seeks a temporary sewer service a basic fee for each service requested. Rates, charges, deposits and rules and regulations thereof may be established from time to time by the Board as set forth in Schedule A. Fees for temporary sewer service shall include a service establishment fee and per trip cost to inspect facilities as set forth in Schedule A, attached hereto and incorporated herein by reference. [Amended by Ord. 00-04]

~~**G.A. Pay First, Litigate Later.** No appeal to the Board of Directors, nor legal or equitable process shall issue in any suit, action or proceeding before the District or in any court against the District or any officer, employee, or director of the District to appeal, prevent or enjoin the collection of any rate or charge, with or without interest, unless the same shall have been paid in full first. (Added by Ord 2010-02)~~

Section 6.11 Billing Procedures and Service Lateral Testing

- A. Direct Bill.** Except as otherwise specified herein, the District shall directly bill each individual owner of each lot or premises connected to the District's collection system. The annual sewer charge shall be payable by each owner and each customer. Each owner shall be liable to the District for payment of the annual sewer charge regardless of whether the owner is also the customer and regardless of whether service is provided through an individual service lateral or multi-customer service lateral.
- B. Multi-Unit Billing.** Where owners of premises in a multi-unit structure served through a multi-customer service lateral are billed individually and belong to a homeowners' or similar association, the association shall provide to the District current and up-dated lists of the owners of each premises. The association shall inform the District in timely fashion of any change in ownership in its members.
- C. Composite Billing.** Notwithstanding Section A above, the District may elect to send a composite bill to groups of customers served by individual or multi-customer service laterals when each of the following conditions are met:

1. The owners to be billed as a group own lots or premises in a multi-unit living structure;
2. The owners are served through one or more individual or multi-customer service laterals;
3. The owners have formally organized in writing into a homeowners or similar association.
4. The homeowners or similar association, through properly executed covenants, conditions, articles of incorporation or by-laws, has the power to act as the sole agent for the owners concerning sewer service charges in a manner which binds individual owners; and
5. The association enters into a written agreement with the District which provides, among other matters, that:
 - a. The association shall be responsible for and guarantee payment of all such charges within the time required by the District's rules and regulations, regardless of whether any single owner has paid the owner's share of such charges to the association;
 - b. The District shall bill to and the association shall pay all delinquent penalty and interest charges on the composite bills;
 - c. The District's bill or other notices to the association shall constitute a bill or other notice to each individual owner or customer, who shall agree that no other notice or bill to individual owners or customers shall be necessary for, or a prerequisite to, the District's exercise of its powers to terminate service, or place liens on each owner's property or exercise other legal remedies necessary to preserve the collection of and collect delinquent bills and charges, and;
 - d. The bill shall consist of the sum of the total annual sewer charges for each owner or customer represented by the association, which shall be the sum of the service charge for each customer, lot, or premises plus the total quantity rate charge for all service through the individual or multi-customer service lateral. The District shall not be responsible for any disparity among such customers for the amounts of sewage discharged or for the size of premises served. Any adjustment for such disparity in use or in the quantity rate charge shall be the responsibility of the owners or customers served.

D. Written Agreement. All applications for service shall constitute a written agreement to pay for all service rendered pursuant to the application and to be bound by all applicable District rules and regulations. An application shall be signed by the person who shall be responsible for the bills for sewer service provided through that service lateral, regardless of whether the service lateral is a single customer or multi-customer meter.

~~**E. Lateral Testing.** At its discretion, the District may test a service lateral at any time. Reasons for testing may include but not be limited to suspicion of inflow or infiltration, blockage, or sale of property. The District shall test a service lateral upon the request of a customer, provided the customer first deposits an amount estimated by the Manager to conduct the test with the District. The difference in the deposit and actual total cost of conducting such a test will be refunded or billed to the customer.~~

Section 6.12 Collection of Sewer Use, Service Charges and Rates

All sewer use, service charges and rates may be billed on the same bill and collected together with

rates and charges for any other District services. If all or any part of such bill is not paid for any service, the District may discontinue any or all of the services for which the bill is rendered.

A. Time of Payment. All annual sewer service charges are payable in advance on an annual basis. Payment plans may be prearranged and are payable at the office of the District.

B. Issuance of Bills. All bills for sewer service will be rendered by the District as provided in this Chapter. Bills not paid sixty (60) days from billing date, except pursuant to payment plan, are delinquent.

C. Penalty and Administrative Charge. All delinquent bills will be subject to a penalty charge equal to 1% per month interest-charge on all delinquent sums, plus a \$10.00 service administrative service charge for each additional billing that is prepared by District. Any check which is returned to District on the basis of insufficient funds or "refer to maker" are subject to an additional \$25.00 service charge per check.

D. Notice of Delinquency, Administrative Charge, and Interest. On each bill for sewer service, notice will be given of the date upon which the billing shall become delinquent and of applicable administrative and interest charges as provided in this Chapter.

E. Pay First, Litigate Later. No appeal to the Board of Directors, nor legal or equitable process shall issue in any suit, action or proceeding before the District or in any court against the District or any officer, employee, or director of the District to appeal, prevent or enjoin the collection of any rate or charge, with or without interest, unless the same shall have been paid in full first.
(Added by Ord 2010-02)

D.F. Flat Rate Billing. Bills for flat rate sewer service will be rendered and are payable yearly in advance. Less than annual bills for flat rate service will be pro-rated to the end of the billing year in accordance with the applicable District schedule. Should the pro-rated period be less than one month, no pro-ration will be made and no bill shall be less than the monthly fixed charge. Flat rate service may be billed, at the option of the District, at intervals other than yearly.

E.G. Discontinuance of Service. A consumer's sewer service may be involuntarily discontinued for non-payment of a bill for service rendered at any current or previous location by District, provided said bill was presented to the consumer's last known address and has not been paid within sixty (60) days after the billing date. Discontinuation of service shall be in accordance with Division IX.

F.H. Joint and Several Liability. Two or more parties who join in one application for service or who jointly own property served by the District shall be jointly and severally liable for payment of bills and shall be billed by means of single periodic bills.

G.I. Payment Plan. If consumer is not in default to any other sum due District at the time of the rendering of the annual flat rate billing pursuant to the above, and provided further that applicant submits a written request to District within thirty (30) days of the rendering of the bill for a payment plan, District may allow a payment plan for the base ~~flat-rate~~ billing on the following terms:

____ Payment plan agreement periods will be determined by the District for payment of full service fees due within the fiscal year of billing. One percent (1%) interest per month on the unpaid

balance and \$10.00 service fee per billing shall be included with the payment plan. Requesting a payment plan constitutes an agreement by the customer to make all payments on or before the set due date. Additional service fees shall be charged for each reminder notice or rebilling. Failure to make payments as scheduled constitutes a delinquency of the account whereby all remaining service fees, penalties and interest become immediately due and payable. Sewer service shall be discontinued for any account over sixty (60) days delinquent.

H.J. Reduction in Unit Count. District recognizes that a consumer may voluntarily elect to reduce the unit count on a parcel of real property and District will allow such reduction for the next fiscal year provided consumer:

1. Submits to District before April 30 on a form approved by District, a request for reduction, to take effect July 1 of the same year; and,
2. Allows District to inspect the building or buildings which are subject to the reduction within thirty (30) days of the application.

If the unit reduction request is granted there will be no reimbursement of connection charges previously paid.

Any reduction of annual service fees as a result of a reduction in unit count will be applied as a credit to the next annual billing

I.K. Deferral of Service Fees on Structures that are Destroyed. At the discretion of the General Manager, the owner of ~~When~~ a residence or commercial structure ~~is~~ destroyed by fire, avalanche, earthquake, or other disaster, ~~the owner of such destroyed structure is~~ may be allowed a maximum 12-month courtesy period to rebuild without paying service fees. ~~If approved by the General Manager, and~~ if the structure is rebuilt and approved for occupancy before the 12-month period has passed, service fees will immediately become payable. If the structure is not rebuilt within the 12-month period, minimum service fees must be paid in order to maintain a valid permit.

Section 6.13 Deposit

- A. Prior to receiving sewer service, an applicant for sewer service may be required to deposit with the District a sum equal to twenty-five percent (25%) of the annual rate for sewer service.
- B. A deposit may be required for each lot or premises when any of the following conditions occur:
 1. Whenever an owner of property receiving sewer service from the District transfers the property to a new owner, the new property owner shall pay a deposit to the District as identified in Section A. above.
 2. Whenever there is a change in the owner receiving sewer service, the new owner shall pay a deposit to the District as identified in Section A above.
 3. Any District customer or property owner whose sewer service is disconnected due to non-payment of District charges shall pay a deposit, as specified in Section A above, as a pre-requisite for resumption of sewer service.
- C. Notwithstanding sections A, B1, B2, or B3, an existing customer or property owner within the District who has not incurred any penalties or late charges on any sewer account with the District for nine (9) months of the immediately preceding twelve (12) months, shall not be required to deposit with the District an amount as identified in Section A above.

- D. The District may use the deposit to pay any District bill, and penalties and interest thereon, which are otherwise unpaid by the customer or property owner. The District may also use the deposit for its costs of collecting the unpaid sewer service bill and penalties. If the District uses part or all of a customer's or property owner's deposit, that customer or property owner shall pay the District a sum adequate to maintain a deposit equal to 25% of the annual rate as a condition of continued sewer service.
- E. The amount of deposit not used by the District shall be refunded to the customer or property owner when the customer or property owner voluntarily terminates sewer service with the District.
- F. The amount of the deposit not used by the District may be credited to the account of the customer or property owner at such time as the District determines a deposit is no longer required, provided the District has held the deposit for a minimum of twelve (12) months.

DIVISION X MAINTENANCE AND TESTING OF FACILITIES

Section 10.01 Maintenance and Testing of Private Sanitary Sewer Facilities

The owner or their agent of a property served by the District's sanitary sewer shall be responsible for the operation and maintenance of the private sanitary sewer facilities, including all devices or safeguards required by this section, which are located upon said property. The owner or their agent's operation and maintenance responsibility is from the building to the point of service.

The owner or their agent shall, at their own risk and expense, install, keep and maintain in good repair all private sanitary sewer facilities (sanitary sewer pipelines, building laterals, force mains, manholes, equipment, pump stations, and related appurtenances) situated on the premises so served. The District shall not be responsible for any loss or damage caused by improper or defective installation of private sanitary sewer facilities, whether inspected and/or approved by the District. All such installations of private sanitary sewer facilities shall conform with all federal, state, county, town and local laws, rules, regulations and ordinances.

The owner or their agent served by the District's sanitary sewer system shall be responsible and liable for all costs involved in the repair of all damages caused by the owner, customer, or agents thereof, to the District's sanitary sewer facilities, including but not limited to sewer obstructions, wherever located.

All private sanitary sewer facilities found in need of repair as a result of testing procedures required by this chapter shall be repaired and/or installed to the standards set forth in this Chapter.

Section 10.02 Conditions Requiring Testing of Sanitary Sewer Facilities

It shall be unlawful for any owner of a house, building, or property connected to the District's sanitary sewer system to maintain private sanitary sewer facilities in a condition such that the tests contained herein cannot be successfully accomplished.

All private sanitary sewer facilities, including those serving residential, multiple residential, commercial, and industrial connected to the District's sanitary sewer system shall be tested when any of the following conditions occur:

1. Connecting a new structure to the District's sewer system.
2. Remodeling of the house, building or property served by the District's sewer system.
3. The addition of living quarters, such as ADUs.
4. Installation of additional plumbing fixtures in the house or property served and/or installation of an additional building lateral pipeline.
5. Change of use of the house, building, or property serviced from residential to business or commercial, or from non-restaurant commercial to restaurant commercial.
6. Upon repair or replacement of all or part of the building or house service laterals.
7. Prior to the close of escrow upon the sale of a house, building or property served, or by private transfer of a house, building or property served, unless the house, building or property served has been tested within the previous five (5) years. However, if the building lateral is new or has been completely replaced within the prior ten (10) years, is constructed out of allowable pipe material, includes a double-wye cleanout, and has been tested within the previous prior ten (10) years, a pressure test will not be required prior to the close of escrow.
8. Where inflow or infiltration is suspected, or if a defect in the building lateral is suspected based upon observation by the District.

9. At the discretion of the General Manager, all building laterals shall may be tested every ten (10) years-at a minimum.

10. Upon determination of the General Manager that testing or sanitary sewer replacement is required for the protection of the public health, safety, and welfare.

Section 10.03 Testing Procedures for Existing Sanitary Sewer Facilities

The owner or their agent of a house, building, or property connected to the District's sanitary sewer system shall conduct all private sanitary sewer facility upgrades and testing required at their sole expense and shall notify the District 48 hours prior to testing. Testing shall be witnessed by a District Inspector.

Sanitary Sewer Pipelines: All building laterals and privately owned main pipelines shall be tested by the air method in accordance with the Sewer Technical Specifications.

In the case of building laterals, the test section shall be from the building cleanout to the point of service or property line cleanout. The test section includes all private pipelines which provide sanitary sewer service to the parcel in question. Privately owned main pipelines shall be tested their full length.

If a cleanout has not been installed at the point of service or easement/property line, a two-way cleanout shall be installed prior to testing. If there is no cleanout located outside the building foundation (within five feet of the foundation wall), then a cleanout shall be installed. If the building lateral exits the foundation under an existing deck or concrete patio, the location of the building cleanout near the foundation may be modified on a case-by-case basis as determined by the General Manager. The cleanouts shall be installed and boxed as specified in the Sewer Technical Specifications. The owner or their agent shall be responsible for such installation. A cleanout underneath the house is not acceptable.

The building cleanout can be substituted by installing a two-way cleanout at the property line when the distance from the point where the building sewer exits the foundation to the property line cleanout is less than 10 feet and the building lateral consists of a single pipe segment with no fittings. Such building laterals will be considered too short to test. At the District's discretion, building laterals that are too short to test may be required to be televised to confirm integrity of pipeline.

Residential Pump System Testing: Residential pump systems shall be inspected and tested for compliance with Section 1.25 of the Sewer Technical Specifications.

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Section 10.04 Time Limits for Completion of Testing Procedures

Testing shall be completed in a timely manner as follows:

- Prior to the close of escrow upon the sale of the residence, building, or property, or transfer of ownership or interest in the parcel, the facility, or the business, or
- Within 30 days of standard notification by the District, or
- Immediately if it is determined by the General Manager that testing and repair are necessary to protect public health and the integrity of the sanitary sewer system.

Section 10.05 Cash Security in Lieu of Testing

1. Weather Conditions, Excavation Restrictions Prohibit Testing:

Should cleaning, testing, repair or replacement be required on a gravity or pressurized private service lateral at a time when weather conditions, excavation restrictions, or other circumstances prohibit such repairs, the General Manager may defer completion of the requirements until such date as agreed upon between the Owner and the District.

If the test is deferred, the Owner shall enter into a contract for performance of said work and shall place a cash deposit in the form of a money order, payable to the District, in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of cleaning, testing, repair or replacement of the private service lateral or sewer pressure system components.

The District shall prepare an estimate of said replacement costs. The Owner shall obtain an estimate from a California State licensed contractor for performing all work necessary so that the private service lateral will pass a sewer pressure test.

The deposit required shall be based upon one hundred twenty-five percent (125%) of the estimated costs from whichever estimate is greater (District's or Contractor's). This amount will be held until the repair or replacement is made, which must be no later than June 15 following the circumstances preventing initial cleaning, testing, repair or replacement.

If the work agreed to is not completed by June 15, the deposit held by the District shall be used by the District to physically disconnect the private service lateral or to perform the work agreed to. The District may use the funds to pay a contractor to physically disconnect the sewer service or to perform the necessary work, at District's discretion. Should such costs exceed the amount deposited, the difference shall be billed to the Owner of record.

Upon completion of the necessary work, whether by Owner, District or contractor, the balance of funds will be released to the Owner within 15 days of the approved inspection of the work.

2. Time of Sale: Weather Conditions or Excavation Restrictions Prohibit Testing:

Owners must plan for and make every effort to complete pressure testing of the building lateral prior to close of escrow. The purpose of the withhold is to ensure the integrity of the building lateral by holding funds for its repair or replacement during periods when the lateral is inaccessible. In the event that sewer cleaning, testing, repair or replacement would be required, at a time when weather conditions or excavation restrictions prohibit such repairs, the District may defer completion of such requirement until June 15th or such earlier date as agreed upon with the property owner. If the test is deferred, the Owner shall enter into a contract for performance of said work and shall place a cash deposit in the form of a money order, payable to the District, in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of cleaning, testing repair or replacement of the private service lateral or sewer pressure system components. The owner must also provide the District with a copy of an executed, binding contract with a California State licensed contractor, authorizing that contractor to perform all work necessary to test and repair or replace the existing building lateral so that it will pass a sewer pressure test. The contract will include the cost to repair or replace existing pressurized systems and abandon any septic systems that may be on the property.

In place of a cash deposit, the owner shall escrow funds in an amount equal to one hundred twenty-five (125%) percent of the District's estimate, if the property is being sold. Funds escrowed will not be released without written notification by the District to the title company holding such funds. If the cleaning and testing is not completed by the time set by the Sewer Code, the funds held in escrow shall be released to the District. Said funds may be used by the District to perform or have a contractor perform physical

disconnection, testing, repair or replacement of the building lateral.

Should such costs exceed the amount held in escrow, the difference will be billed to the property owner of record. Such costs may become a lien on the property in accordance with normal service charge billing procedures. If funds held in escrow are released without the consent of the District and testing has not been satisfactorily performed, the District may perform or have a contractor perform physical disconnection, testing, repair or replacement of the sewer service lateral. Such costs may become a lien on the property in accordance with normal service charge billing procedures.

Upon completion of the necessary work, whether by Owner, District or contractor, the balance of deposited funds will be released to the original depositing party within 15 days of the approved inspection of the work.

Section 10.06 Unsatisfactory Test Results

If a building lateral fails a pressure test following two (2) attempts, or if the visual inspection reveals defects, the line shall be repaired or replaced at the owner's expense, within 30 days of the date of the initial pressure test. The owner shall be responsible for notifying the District and secure a permit before corrective work has been started. The owner shall be responsible for notifying the District after the corrective work has been completed to schedule a new test.

When any work has been inspected and the test results are not satisfactory, notice to that effect shall be given instructing the Owner of the premises or the agent of such Owner, on-site and in writing, to repair the sewer or perform other work authorized by the permit in accordance with the ordinances of the District.

Section 10.07 Removal of or Injury to Sewer

An unauthorized person shall not remove or cause to be removed, or injure or cause to be injured, any portion of any public sewer, sewage pumping plant, water pollution plant, or any appurtenances thereto.

Section 10.08 Opening Manhole

An unauthorized person shall not open or enter, or cause to be opened or entered, for any purpose whatsoever, any manhole in any public sewer.

Section 10.03 Dumping Effluent

~~The General Manager may permit operators of "Cesspool" pump trucks to dispose of septic tank, seepage pit or cesspool effluent which does not contain harmful concentrations of industrial liquid waste, oils, greases, or other deleterious substances into certain designated manholes, upon payment of the fee specified in Section 6 (Fees and Charges). No person shall dump such effluent in any manhole other than those designated by the General Manager. The General Manager may refuse to accept such effluent if it fails to meet the aforementioned requirements.~~

Section 10.04 Cleaning Manholes

~~When septic tank, seepage pit or cesspool effluent is dumped into a specified manhole under permission from the General Manager, it shall be discharged through a pipe or hose in a manner such that none of the effluent shall be left adhering to the sides or shelf of the manhole, and if any such effluent is inadvertently allowed to adhere to the sides or shelf of the manhole, the manhole shall be thoroughly cleaned with clear water.~~

DIVISION XII CONSTRUCTION OF SEWER LINES

Section 12.01 Definitions

For the purposes of this Division, the specified terms are defined as follows:

- A. "Developer" means any person or entity, excluding those persons contracting with the District who installs or causes to be installed one or more structures which will be connected to the District collection system. (Amended by Ord 2009-06)
- B. "Force Main" means pipelines that convey wastewater under pressure from a lower to higher elevation, particularly where the elevation of the source is not sufficient for gravity flow and/or the use of gravity conveyance will result in excessive excavation depths and high sewer pipeline construction costs. (Added by Ord 2009-06)
- C. "Force Main extension" is any extension of the force main between the existing District force main and the lots which are being improved or which are owned by the developer. A force main extension does not include a force main constructed within the tract of land which is being improved or which is owned by the developer.

Section 12.02 Financial Responsibility for Construction of Sewer Line

A developer who installs and/or causes to be installed any portion of the District collection system is financially responsible for the installation, and all incidents thereof, of that portion of the sewer collection system.

- A. Buy Back Agreements. At the District's option, the District may enter into an agreement with the Developer whereby adjacent properties benefited by and connecting to the sanitary sewer facilities installed by the Developer or their agent, will be required to reimburse the Developer or their agent, through the District, for a prorated share of the cost of sanitary sewer facility design and construction. Administration of the reimbursement monies will continue until such prorated shares have been paid, but no longer than a period of ten years after completion of the sanitary sewer facilities. (Added by Ord 2009-06)

Section 12.03 Construction of Collection System

- A. When a developer proposes to construct a force main and/or one or more house laterals, the developer may perform such construction, subject to the requirements of the District.
- B. When the developer performs the tap between the house lateral constructed by the developer and a main line constructed by the developer, no tapping fee shall be charged. Other connection fees, including hook-up fees, fixture unit fees, and sewerage facility fees, shall be charged as set forth in Division VI.
- ~~C. Except as specified in Section 12.3 A, construction of house laterals, taps, force mains and all other parts of the District's collection system (excluding private sewer lines) shall be performed solely by District personnel or by independent contractors hired by the District. The time at which the District shall perform such construction, shall be scheduled with the District at the time the permit is issued. Time and material costs not covered by the tapping fee in Division VI or the house lateral installation fee in Division VI shall be charged to the developer in addition to any other fees required by this Chapter. Installation of a house lateral under Case III conditions (see Division VI) shall be charged on a time and materials basis. The District may require the payment of one or more deposits toward the District's construction costs, prior to and during construction.~~

Section 12.04 Performance, Payment and Maintenance Surety Bond

Developer shall procure and continuously maintain at its sole expense Performance, Payment and Maintenance Surety Bonds issued by a company authorized to do surety business in the State of California upon its standard form, guaranteeing that Developer will perform all of its obligations under this Agreement and will pay for all work and material furnished to the job. Said bond shall be in an amount equal to the value of the cost of construction of the Improvements and shall provide coverage for the Improvements and on account of Developer's obligation to replace or repair any and all defects in material or workmanship in said Improvements for a period of two (2) years following completion and acceptance of said Improvements. (Added by Ord 2009-06)

Section 12.05 Liability

The District and its officers, agents and employees shall not be liable for any injury or death to any person or damage to any property arising from the performance of any work by a developer. The developer shall indemnify, protect, defend and shall hold harmless the District and its officers, agents and employees from any liability imposed by law upon the District or its officers, agents or employees, including all costs, expenses, attorneys' fees, and other fees, and interest incurred in defending the same or in seeking to enforce this provision. The developer shall be solely liable for any defects in the performance of the developer's work or any failure which may arise therefrom.

Section 12.06 Formation of Improvement District

- A. When a developer installs or causes to be installed any part of the District collection system, the developer may request in writing that the District form an improvement district, pursuant to the California County Water District law or other law, to include that real property which is served and benefited (or to be served and benefited) by the collection system installed or caused to be installed, by the developer.
- B. The District may agree to form an improvement district only after receiving the developer's written request for formation thereof and the developer's written agreement to pay all sums reasonably incurred by the District in the formation and operation of the improvement district.
- C. If the District agrees to form an improvement district, the developer shall pay the District an initial fee, to be determined by the District, towards the District's cost of forming the improvement district. The District shall not take any steps towards the formation of the improvement district until it receives this initial fee.
- D. The developer may withdraw the request for the formation of an improvement district if no prejudice will result therefrom to the District or its customers.
- E. The developer shall be liable for all costs reasonably incurred by the District in the formation and operation of the improvement district whether or not the improvement district is formed.

Section 12.07 Size of New Force Main

The District may require the developer to install a force main larger than that necessary to adequately serve the developer's proposed construction. When the District requires the installation of a larger force main, the District shall either (a) pay the difference in cost, as determined by the District, between the size necessary to serve the developer's construction and the larger main line or (b) perform the installation itself subsequent to the receipt from the developer of a sum sufficient to cover the cost of installation, and other necessary expenses, of the main line required by the developer.

Section 12.08 District's Option to Construct Facilities

Whenever a developer applies for an assurance of sewer service or a sewer permit which involves the extension of the District's force main, the District, at its sole option, may install such facilities subsequent to the developer's advancement to the District of funds sufficient to cover the costs of

construction and other necessary expenses as may be reasonably incurred by District for engineering, administration, staff and legal expenses. (Amended by Ord 2009-06)

Upon completion of construction, the District shall refund any funds advanced in excess of the actual cost to be borne by the developer.

Section 12.09 Application for Force Main Extension Agreement

Whenever a developer applies for a sewer permit or an assurance of sewer service which involves a force main extension, the developer may also apply to the District for a Force Main Extension Agreement, which provides for partial reimbursement to the developer of the developer's costs of constructing the force main extension. The District may accept the application and approve a Force Main Extension Agreement.

Section 12.10 Force Main Extension Agreement

Whenever a developer enters into a Force Main Extension Agreement with the District, the Agreement may provide for a refund to the developer as follows:

- A. Within the limits specified herein, when the Force Main has been installed at the Developer's sole expense, the Developer shall be entitled to a sum up to twenty-five percent (25%) of the hook-up unit fees and fixture unit fees received by the District for hook-ups into the Force Main Extension paid for by the developer.
- B. Any amounts collected by the District for hook-up unit fees and fixture unit fees, subject to Section 12.10 A, shall be refunded to the developer within ninety (90) days following the date of collection; provided that no refund shall be made for collections made after five (5) years from the date of completion of the extension.
- C. The total amount to be refunded to the developer shall not exceed 25% of the net amount paid by the developer to the District for the extension, if installed by the District, or 25% of the estimated cost, as determined by the District, for such extension if installed by the developer.

Section 12.11 Dedication Requirements

An Offer of Dedication of all those portions of the collection system to be constructed, excluding private sewer lines, shall be included in any application concerning construction of the collection system.

Upon completion, final inspection and approval of the constructed improvements by the District, the Developer shall present an Offer of Dedication and any and all easements, signed and acknowledged, on the forms and in the content as provided by the District. (Amended by Ord 2009-06)

No portion of the collection system shall be accepted by the District for dedication unless that portion to be accepted has been constructed in conformity with the requirements of the District. When the construction of the collection system has been completed and accepted by the District, it shall become the property of the District.

Notice to Developer: Prevailing Wages may have to be paid to employees and subcontractors on construction of facilities which are later to be dedicated to the District.

Section 12.12 Initiation of Sewer Service

To initiate sewer service, a permittee shall deliver to the District a written request for the initiation of sewer service at least fifteen (15) working days prior to the date sewer service is to be made available.

2019-20 SEWER RATES
SCHEDULE A

<u>Applicable Section No.</u>	<u>Description</u>	<u>Fee</u>
6.03	Connection Fees	

<u>Type of Connection</u>	<u>Connection Fee</u>
*Single-Family Residential Units: Single Family Dwelling, Halfplex Unit	\$ 5,627
*Multi-Family Residential Units: Condominium, Apartment, Duplex Unit, Accessory Dwelling Unit (ADU), Lock-Off Unit with or without cooking facility or kitchenette	\$ 5,627
Hotel Units: Hotels charged as Commercial Connection by water meter size	Based on water meter size
Commercial: Based on water meter size	
⁵ / ₈ x ³ / ₄ " Meter	\$ 5,627
³ / ₄ " Meter	\$ 5,627
1" Meter	\$ 5,627
1.5" Meter	\$ 11,254
2" Meter	\$ 18,006
3" Meter	\$ 33,762
4" Meter	\$ 56,270
6" Meter	\$ 112,540

*Connection Fees for residential units served water by meters larger than one-inch shall pay the Commercial Connection Fee for the applicable meter size.

2019-2020 SEWER RATES
SCHEDULE A

<u>Applicable Section No.</u>	<u>Description</u>	<u>Fee</u>
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6.10C	Rates & Charges for Sewer Service (User Fees)	
	Single Family Residential Units – Annual Base Rate (Single Family Dwelling, Halfplex Unit)	= \$ 679.60 / unit
	Multi-Family Residential Units – Annual Base Rate (Condominium, Apartment, Duplex Unit, Accessory Dwelling Unit (ADU), Lock-Off Unit with or without cooking facility or kitchenette)	= \$ 534.70 / unit
	Residential Pool – Annual Base Rate	= \$ 887.90
	Hotel Units (Hotels charged Commercial Base and Consumption Rates)	
	Commercial – Annual Base Rate 0 to 75,000 gallons	= \$ 1,203.10
	Commercial – Annual Consumption Rate 75,001 gallons and up	= \$ 16.05 / 1,000 gallons

2019-20 SEWER RATES
SCHEDULE A

<u>Applicable Section No.</u>	<u>Description</u>	<u>Fee</u>
6.01	Plan Checking Fee	
	= Actual Cost to District	
	Deposit Amounts:	
	Single Family Unit	= \$ 50.00
	All Other Uses	= \$ 500.00
6.02	Sewer Construction Permit Fee	= Actual Cost to District
6.03	Connection Charges	= Connection Fee + Tapping Fees
	Connection Fees	
	1" Meter	= \$5,627
	1.5" Meter	= \$11,254
	2" Meter	= \$18,006
	3" Meter	= \$33,762
	4" Meter	= \$56,270
	6" Meter	= \$112,540
	Tapping Fee	= Actual Cost to District
6.05	Sewer Line Easement Processing Fee	= Actual Cost to District
6.06	Application Fee	= \$ 20.00
6.07	Special Study Preparation or Checking Fee	= Actual Cost to District
6.10C	Annual Service Charges for Sewer Service:	
	Flat Rate Charge: Residential	= \$679.60
	Flat Rate Charge: Condo/Apt./Duplex/ 2 nd Unit (Multi Family Resident)	= \$534.70
	Residential Pool Base Flat Rate	= \$887.90
	Commercial/Industrial Rate	
	Base of 75,000 gallons	= \$1,203.10
	Overages	= \$16.05 / 1,000 gallons
6.10F	Temporary Sewage Disposal Fee	= \$ 2.50 / 1,000 gallons
	plus T-TSA charges	
	Establishment Fee	= \$ 50.00
	Temporary Sewer Service	

2019-20 SEWER RATES
SCHEDULE A

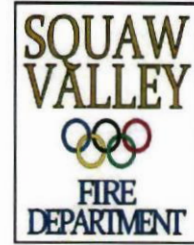
<u>Applicable</u> <u>Section No.</u>	<u>Description</u>	<u>Fee</u>
	Temporary Sewer Service = \$50.00 per trip	Inspection Fee = \$
6.11E	Lateral Testing Fee	= Actual Cost to District
6.12I	Payment Discount	= [Deleted by Ord. 99-03]
9.12	Disconnection /Reconnection	= \$ 50 each ea.

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DRAFT



SQUAW VALLEY PUBLIC SERVICE DISTRICT



1810 Squaw Valley Road Fire Station and Administration Building Re-Roofing Project

DATE: February 25, 2020
TO: District Board Members
FROM: Dave Hunt, District Engineer
SUBJECT: Contract award to Mountain Valley Roofing for 1810 Fire Station and Administration Building Re-Roofing Project

BACKGROUND: The Administration Building at 1810 Squaw Valley Road is nearly 62 years old having served as the medical center for the 1960 Winter Olympics. The existing roof was installed prior to the 1993 remodel and addition. The roof is a built-up asphalt system that was considered a 20-year roof; the roof is today around 29 years old. The Fire Station was constructed in the late 1980s and has the same type of roof and is in the same failing condition as the Administration Building's roof.

In 2015 the District solicited bids from several local roofing companies. Staff did not have the expertise or experience to specify a roofing system. With a variety of different roofing systems submitted staff was unable to make an accurate comparison between the systems and ultimately shelved the project. In lieu of a full roof replacement the District has been temporarily spot repairing the roofs for years. With the number of repairs required and the roofs exceeding their lifespan by many years the District is again looking into a full roof system replacement.

DISCUSSION: Staff entered into a contract with RPC Roof Consulting in order to have the necessary expertise needed in preparing a roofing system specification for bid, and onsite construction inspection upon accepting a proposal. Staff then solicited bids from several roofing companies, receiving one bid from D&D Roofing in the amount was \$235,109, greatly exceeding the budgeted amount for the project. Over the winter months staff again solicited bids from local roofing companies receiving two proposals from Mountain Valley Roofing (MVR) and Class A roofing. Class A Roofing's bid was in the amount of \$145,432, this bid however did not fully comply with the project's specifications. MVR's bid was in

the amount of \$151,842.50. This proposal includes all repairs of existing soft spots in the current roof's base as well as a torch down roofing system backed by a 20-year warranty.

Anticipating the need for roof replacement staff included a line item in the budget in the amount of \$150,000 from the Fixed Asset Replacement Fund (FARF). This line item included \$12,500 for consulting services for design and construction inspection, as well as \$137,500 for construction costs. With MVR's proposal of \$151,842.50 a budget amendment will be necessary to complete this project. Staff is requesting a budget amendment in the amount of \$20,000 to cover the additional costs for construction as well as additional contingency to cover unforeseen circumstances during construction.

If the District accepts MVR's proposal MVR will be looking to begin work as soon as possible, weather permitting. Once MVR begins work, they will have 45 calendar days to complete the project. The anticipated starting time of this project is mid-April assuming the roofs are clear of snow.

- ALTERNATIVES:**
1. Accept the proposal from MVR in the amount of \$151,842.50 and authorize the General Manager to execute all contractual documents; and approve an amendment to the FY20 Sewer, Water, Fire, and Garbage FARF's in the amount of \$20,000.
 2. Do not approve the proposal from MVR and the budget amendment request and continue to perform spot repairs on each roof annually. This alternative is not recommended as it is only delaying the inevitable and could result in additional and unnecessary costs.

FISCAL/RESOURCE IMPACTS: The project will be funded equally from the FARFs for Water, Sewer, Fire, and Garbage. The FY20 budget included \$150,000 for this project. Staff is requesting a budget amendment for \$20,000, which brings the project total cost to \$170,000.

RECOMMENDATIONS: Staff recommends approval of the bid proposal from MVR for the 1810 Squaw Valley Road Fire Station and Administration Building Re-Roofing Project and recommends the General Manager be authorized to execute a contract with Mountain Valley Roofing in an amount not to exceed \$151,842.50 and that the Board authorize a budget amendment to the Sewer, Water, Fire, and Garbage FARFs in the amount of \$20,000.

ATTACHMENTS:

- Bid Proposal from Mountain Valley Roofing dated January 31, 2020

DATE PREPARED: February 18, 2020

BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1.	Re-Roof Fire Station Building	5,976	SF	\$ 13.50	\$ 80,554.50
2.	Re-Roof Administration Building	6,133	SF	\$ 11.00	\$ 67,463.00
3.	Repair of Existing Damaged Roof Decking	10	BRD	\$ included	\$ included

TOTAL BASE BID (Items 1-3) PRICE - \$ 148,017.50 (without alternates)

\$ One hundred forty-eight thousand seventeen and fifty cents
In Words

NOTES: line item 1 - CT commercial BUR Glass base - \$3,825.00

It is understood and agreed as follows: Total Bid: \$148,017.50 + 3,825.00 =
151,842.50

That the District reserves the right to reject any and all bids, to waive any informality in any bid, and to make awards in the interest of the District.

That the determination of the lowest responsive, responsible bidder will be made on the basis of the BASE BID TOTAL.

That the undersigned has checked carefully all the above figures and understands that the District will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.

That the undersigned shall complete the work of the contract within the time provided for in the Contract Documents.

The undersigned affirms that in making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her

bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Enclosed find bidder's bond, certified check, or cashier's check for ten percent of the total base bid.

State whether your business entity is a corporation, a co-partnership, private individual, or individuals doing business under a firm name:

Mountain Valley Roofing LLC

If the Bidder is a Corporation, the bid must be executed in the name of the Corporation and must be signed by a duly authorized officer of the Corporation. If the Bidder is a Corporation, fill in the following sentence:

"This corporation is organized and existing under and by virtues of the laws of the State of Nevada."

If the Bidder is a partnership, the bid must be executed in the name of the partnership and one of the partners must subscribe his signature thereto as the authorized representative of the partnership.

The representations made herein are made under penalty or perjury.

NAME OF BIDDER: Mountain Valley Roofing LLC / Tim Smith

SIGNATURE OF BIDDER: [Signature]

ADDRESS: 1390 Centerville Ln.
Gardnerville, NV 89410

DATED THIS 31 DAY OF January 2020, ~~2019~~.

Valid Contractor's License No. 822015 is held by the bidder and expires on 01/31/2021

Classifications Held: C39

Following are the names and locations of the mill, shop, or office of each subcontractor who will perform work or render services to the signed bidder:

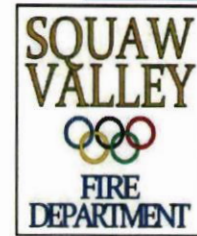
Subcontractor	% Work to be Performed by Subcontractor
none	none

Following are the names, phone numbers, and project value of three references for which the Contractor has previously performed similar work to this contract.

Reference	Phone Number	Project Value, \$
Sent Prior		
	:	



SQUAW VALLEY PUBLIC SERVICE DISTRICT



BUDGET PREPARATION SCHEDULE

DATE: February 25th, 2020

TO: District Board Members

FROM: Danielle Grindle, Finance & Administration Manager

SUBJECT: Fiscal Year 2020-2021 Budget Preparation Schedule

BACKGROUND: Every February, staff provides the Board and public schedule milestones for the preparation of the budget for the next fiscal year starting on July 1.

During the budget preparation process, the Board’s attention is drawn to estimated changes in property tax, changes in rate revenue, proposed utility rate increases, debt reduction or proposed new debt, two operating budgets, capital budgets, contributions to Fixed Asset Replacement Funds (FARFs) and pension expenses, especially the District’s Unfunded Accrued Liability (UAL) with CalPERS.

DISCUSSION: Below is a list of milestone dates by which staff anticipates the following events to occur.

- February 24th, 2020 Finance Committee review staff recommendation of budget proposed schedule.
- February 25th, 2020 Finance Committee to make recommendation at Board Meeting regarding budget schedule.
- February 28th, 2020 Staff submits draft department budgets to Finance & Administration Manager.
- March 19th, 2020 Finance Committee review 1st draft of 2020-2021 Budget and Rates. Make initial recommendations.
- March 31st, 2020 Finance Committee to review at Board Meeting Budget and Rates.
- April 27th, 2020 Finance Committee review 2nd draft of 2020-2021 Budget in detail.
- April 28th, 2020 Finance Committee to make recommendation at Board Meeting following review of 2nd draft 2020-2021 Budget.

Board Meeting and Introduction to Ordinance:

May 15th, 2020 Provide Board with proposed 2020-2021 Budget & Charges Ordinance in meeting packet.

May 21st, 2020 Finance Committee review staff's recommendation and proposed 2020-2021 Budget & Charges Ordinance.

May 26th, 2020 Finance Committee to make recommendation at Board Meeting of proposed 2020-2021 Budget.

Board Meeting and Public Hearing:

June 19th, 2020 Provide Board with proposed 2020-2021 Budget & Charges Ordinance in meeting packet.

June 29th, 2020 Finance Committee review staff's recommendation on proposed 2020-2021 Budget & Charges Ordinance.

June 30th, 2020 Consider adoption of 2020-2021 Budget & Charges Ordinance based on presentation, discussion, and Finance Committee recommendation.

- ALTERNATIVES:** 1. Accept Budget Preparation Schedule provided.
2. Adjust the Budget Preparation Schedule.

FISCAL/RESOURCE IMPACTS: The District's budget is the core document that identifies anticipated "*fiscal and resource impacts*". It serves as a short-term and long-term map for how the District will carry out its financial plan. It allows us to properly plan for the future and consider problems before they arise. The District operates on approximately \$3.7 million in rate revenue and \$3.6 million in tax revenue annually. We must use these funds to cover our operations, pay down debts, pay for capital projects, and save for the future. In order to do that the budget must detail estimates of costs, revenues, capital projects, and reserve funds. It's the goal of the District to always be fully funded and avoid significant rate increases or debt financing. Having a sound budget that we will be preparing over the next few months will allow us to achieve that goal.

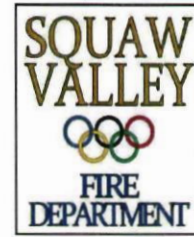
RECOMMENDATION: Staff recommends that the Board accept Budget Preparation Schedule provided.

ATTACHMENTS: None.

DATE PREPARED: February 20th, 2020



SQUAW VALLEY PUBLIC SERVICE DISTRICT



CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA) BOARD OF DIRECTORS CALL FOR NOMINATIONS

DATE: February 25, 2020
TO: District Board Members
FROM: Jessica Asher, Board Secretary
SUBJECT: Call for Nominations – Seat C

BACKGROUND: The CSDA Elections and Bylaws Committee seek interested Special District Board Members or General Managers who are interested in leadership of the California Special Districts Association for the 2021-2023 term. Seat C is currently held by Pete Kampa, General Manager of Saddle Creek Community Services District who is running for re-election.

DISCUSSION: CSDA is governed by an 18-member Board of Directors elected by a web-based online voting system and mail ballots. The Board consists of three directors from each of the six regions throughout California. CSDA Board members meet 4-5 times annually in Sacramento and are expected to serve on at least one committee which meets three to five times per year in Sacramento. Board members are also required to attend two annual events and complete the Special District Leadership Academy.

CSDA provides education and training, insurance programs, legal advice, industry-wide litigation and public relations support, legislative advocacy, capital improvement and equipment funding, collateral design services, and current information for management and operational effectiveness. For more information about CSDA, visit their website at: www.csda.net

ALTERNATIVES: 1. Nominate a candidate from the Squaw Valley Public Service District.
2. Do not nominate a candidate.

FISCAL/RESOURCE IMPACTS: None.

RECOMMENDATION: None.

ATTACHMENTS: CSDA Call for Nominations & information packet.

DATE PREPARED: February 13, 2020



**California Special
Districts Association**
Districts Stronger Together

RECEIVED
FEB 03 2020
By *glasher*

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**

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

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.

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 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@csda.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.**



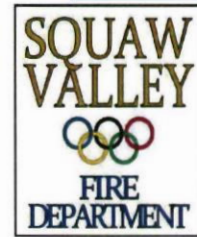
California Special Districts Association

DISTRICT NETWORKS





SQUAW VALLEY PUBLIC SERVICE DISTRICT



PARENTAL LEAVE LAWS AND POLICIES

DATE: February 25, 2020

TO: District Board Members

FROM: Mike Geary, General Manager; Jessica Grunst, HR Specialist and Account Clerk II

SUBJECT: State, Federal and District Parental Leave Laws and Policies

BACKGROUND: In response to the Board's request, staff has compiled information summarizing the key elements of the State, Federal and District policies related to parental leave. This material serves to inform the Board of the many policies which are applicable to new and expecting parents.

DISCUSSION: Over many years, the District has developed policies required by state and federal law and has even extended eligibility of some programs for which District participation is not required.

The myriad programs to assist expecting parents include:

- Family & Medical Leave Act (FMLA) (Federal)
- Pregnancy Disability Leave (California)
- State Disability Insurance (SDI) (California)
- Paid Family Leave (PFL) (California)
- Bonding Leave (California Family Rights Act (CFRA) & New Parent Leave Act (NPLA) (California)
- Family & Medical Leave Act (FMLA) (District)
- Paid Sick Leave, Vacation, Compensatory Time-Off (District)
- Time Off without Pay (District)

Many of these programs overlap and provide duplicative benefits. Employees and employers are challenged with how to use these benefits in concert with each other in a way that achieves the goals and objectives of the employee, as well as the District. These policies are generally flexible in how they can be utilized by the employee. For example, paid family leave (PFL) can be taken at once or intermittently.

Also, programs and policies are subject to change. Under Senate Bill 83, approved June 27, 2019, PFL will be extended from 6-weeks to 8-weeks starting July 1, 2020. Additionally, the Governor is late submitting a proposal to increase the duration of PFL to a full six months by 2021-22 (total duration if two parents claim PFL benefits).

ALTERNATIVES: This report is for information only and no action is requested of the Board.

FISCAL/RESOURCE IMPACTS: There are no fiscal impacts related to providing this information other than the staff time to research and compile the information. Of course, there are impacts associated with staff using parental leave but they have always been managed in response to the specifics of each employee's needs, as well as those of the District.

RECOMMENDATION: This report is for information only; no action is requested of the Board.

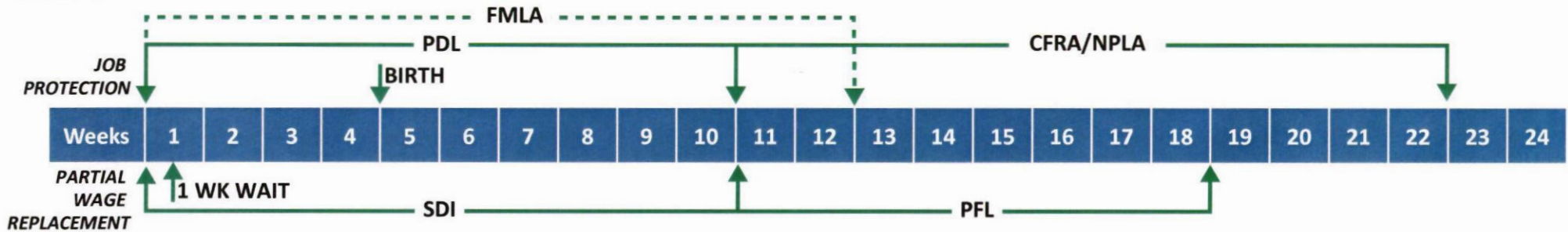
ATTACHMENTS: State, Federal and District Pregnancy Leave Laws and Policies.

DATE PREPARED: February 7, 2020



State, Federal and District Pregnancy Leave Laws & Policies

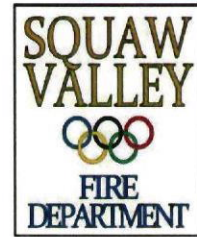
Prepared February 6, 2020



Program	Duration	When?	Paid?	Job Protection?	Intermittent?	District Participation?
Pregnancy Disability Leave (PDL)	4 Weeks Prior to Birth + 6 Weeks (Natural Birth); 8 Weeks (Caesarian Section)	When Disability Occurs	No	Yes	Yes	Yes
State/ CA Disability Insurance (SDI)	4 Weeks Prior to Birth + 6 Weeks (Natural Birth); 8 Weeks (Caesarian Section)	When Disability Occurs	Paid – 60% through the State After 1 Week Waiting Period	No	Yes	Yes
Paid Family Leave (PFL) (CA)	6 Weeks increasing to 8 Weeks after 7/1/20	Anytime within 1 Year	Paid – 60% through the State	No	Yes	Yes
Family & Medical Leave (FMLA) (Federal)	12 Weeks	At Start of any Leave, Runs Concurrently	No	Yes	Yes	Yes- Voluntary
Bonding Leave: CA Family Rights Act (CFRA) & New Parent Leave Act (NPLA)	12 Weeks	Starts after PDL, Anytime within 1 Year	No	Yes	2-Week Blocks	CFRA- Yes- Voluntary NPLA - Yes
Policy 2045 - FMLA	12 Weeks	Unspecified	No	Yes	With GM Approval	Yes
PP&PM Division 6	Accrued Paid Leave + Unpaid Time Off	As Desired & Approved	Varies	Yes	Yes	Yes



SQUAW VALLEY PUBLIC SERVICE DISTRICT



FIRE DEPARTMENT REPORT

DATE: February 25, 2020
TO: District Board Members
FROM: Allen Riley, Fire Chief
SUBJECT: Fire Department Report – Information Only

BACKGROUND: The discussion section below provides information from the Fire Department regarding operations and activities that are not the subject of a separate report. This report is prepared to provide new information and recent progress only.

DISCUSSION: Training

EMS: SSV Protocols, Cardiac Monitoring-Mega Codes, Carbon Monoxide poisoning.

Fire/Rescue: Apparatus Inventory, Driver Training, District Familiarization, SLICERS, Ice Rescue, Ventilation.

Public Education

Child passenger safety car seat fittings and community CPR classes. SVFD B-21 attended SVR "Big Truck Day".

Fire Prevention

Commercial Inspections: SVPSD/SVFD at 305 SV Road and 1810 SV Road, Villas Condos, Meadows Condos. Several plan checks, sprinkler rough inspections, building final inspections and fireworks inspections at the Resort at Squaw Creek and Squaw Valley Resort.

Equipment

R-21 received new LED headlights.

Emergency Calls

Please see attached pages.

Total calls for the period: 75 (January 23 to February 18, 2020)

January 1st to February 18, 2019: 104 Calls; January 1st – Feb 18, 2020: 119 Calls

ATTACHMENTS: Total Record Volume by Incident Type Report.

DATE PREPARED: February 19, 2020

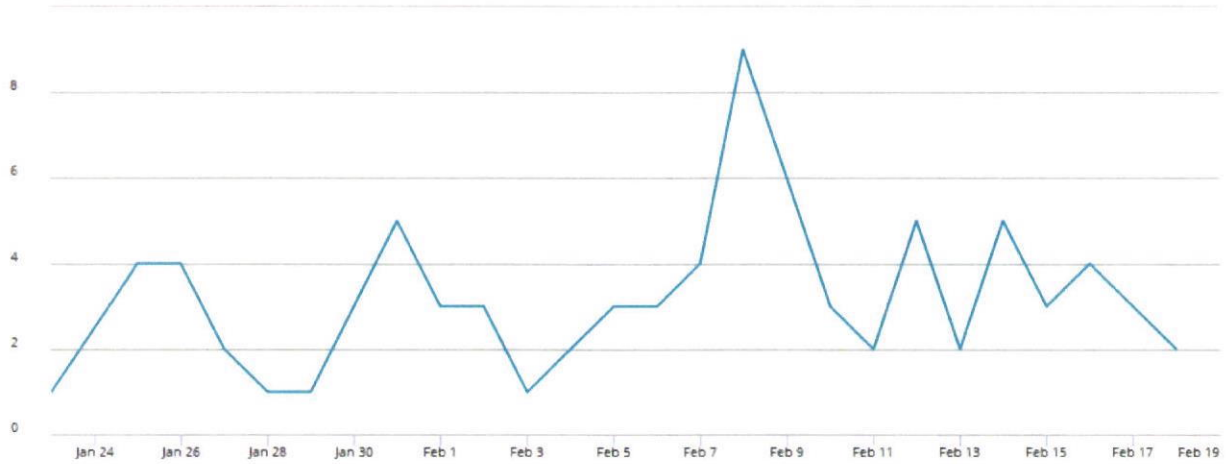
Monthly Report (January 23 to February 18, 2020)

0.1%
FIRE
 Percentage of Total Incidents

79%
EMS
 Percentage of Total Incidents

75
INCIDENTS
 In Selected Time Slice

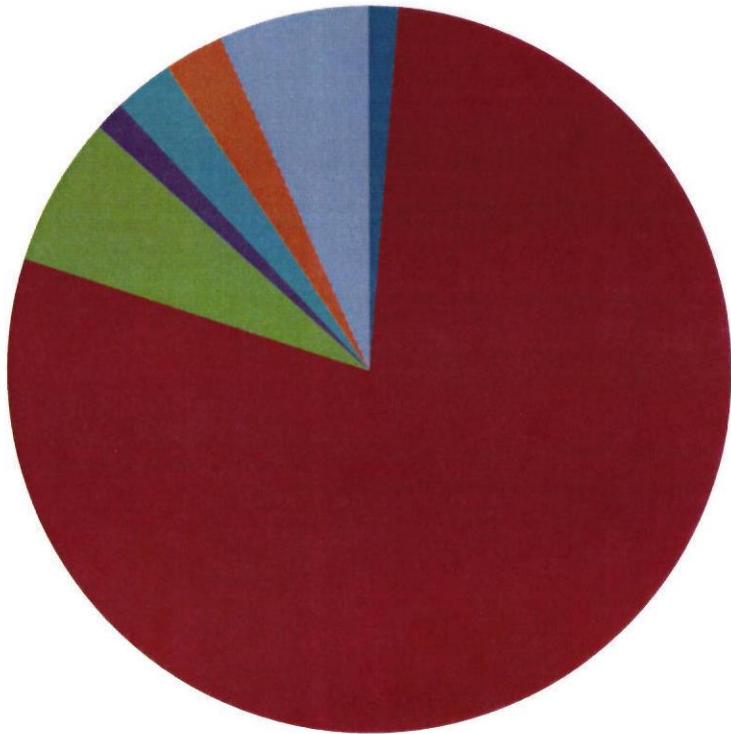
28
DAYS
 In Selected Time Slice



Counts

Week Ending	1/26/20	2/2/20	2/9/20	2/16/20	2/23/20	Total
Structure Fire	1					1
Emergency medical service (EMS) incident	7	13	17	18	4	59
Dispatched and canceled en route			2	3		5
Wrong location, no emergency found			1			1
HazMat release investigation w/no HazMat	1		1			2
System or detector malfunction		1	1			2
Unintentional system/detector operation (no f		1		3	1	5
Total	9	15	22	24	5	75

- Structure Fire
- Emergency medical service (EMS) incident
- Dispatched and canceled en route
- Wrong location, no emergency found
- HazMat release investigation w/no HazMat
- System or detector malfunction
- Unintentional system/detector operation (no fire)



Yearly Report (January 1 to February 18, 23020)

25%

FIRE
Percentage of Total Incidents

75%

EMS
Percentage of Total Incidents

119

INCIDENTS
In Selected Time Slice

49

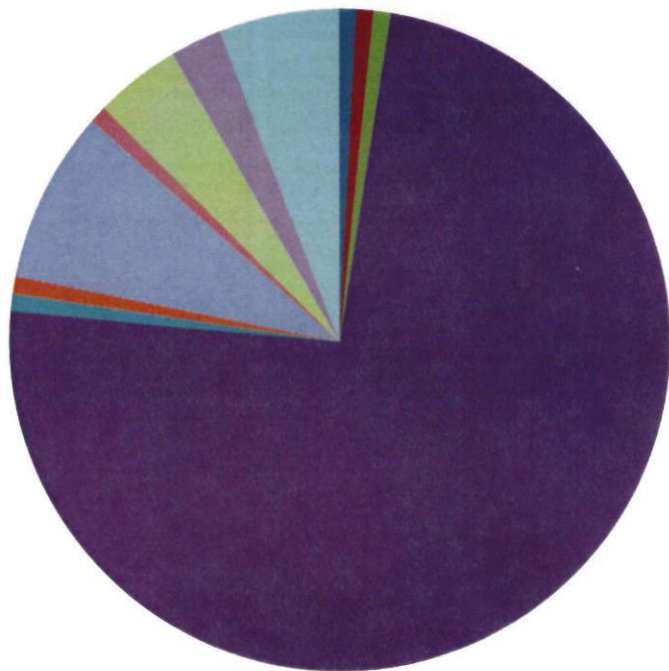
DAYS
In Selected Time Slice



Counts

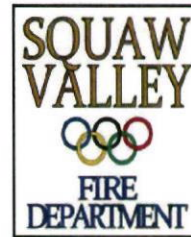
Week Ending	1/5/20	1/12/20	1/19/20	1/26/20	2/2/20	2/9/20	2/16/20	2/23/20	Total
Structure Fire				1					1
Mobile preoperty (vehide) fire		1							1
Medical assist			1						1
Emergency medical service (EMS) incident	14	5	6	11	13	17	18	4	88
Animal problem or rescue		1							1
Public service assistance			1						1
Dispatched and canceled en route	2		3			2	3		10
Wrong location, no emergency found						1			1
HazMat release investigation w/no HazMat			3	1		1			5
System or detector malfunction			1		1	1			3
Unintentional system/detector operation (no fire)		1	1		1		3	1	7
Total	16	8	16	13	15	22	24	5	119

- Structure Fire
- Mobile preoperty (vehide) fire
- Medical assist
- Emergency medical service (EMS) incident
- Animal problem or rescue
- Public service assistance
- Dispatched and canceled en route
- Wrong location, no emergency found
- HazMat release investigation w/no HazMat
- System or detector malfunction
- Unintentional system/detector operation (no fire)





SQUAW VALLEY PUBLIC SERVICE DISTRICT



WATER & SEWER OPERATIONS REPORT

DATE: February 25, 2020
TO: District Board Members
FROM: Brandon Burks, Operations Superintendent
SUBJECT: Operations & Maintenance Report for January 2020 – Information Only

BACKGROUND: The following is a discussion of the District’s operations from the month noted above. It also includes the maintenance activities performed by the Operations Department that are not the subject of a separate report. This report is formatted to provide new information and recent progress only.

DISCUSSION: Flow Report – January 2020

Water Production:		8.65 MG
Comparison:		1.05 MG more than 2019
Sewer Collection:		8.53 MG
Comparison:		1.19 MG more than 2019
Aquifer Level:	January 31, 2020:	N/A (Transducer Failed)
	January 31, 2019:	6,188.1'
	Highest Recorded:	6,192.0'
	Lowest Recorded:	6,174.0'
Creek Bed Elevation, Well 2:		6,186.9'
Precipitation:	January 2020:	2.23"
	Season to date total:	17.26"
	Season to date average:	28.79"
	% to year to date average:	59.95%

Flow Report Notes:

- The *Highest Recorded Aquifer Level* represents a rough average of the highest levels measured in the aquifer during spring melt period.
- The *Lowest Recorded Aquifer Level* is the lowest level recorded in the aquifer at 6,174.0 feet above mean sea level on October 5, 2001. This level is not necessarily indicative of the total capacity of the aquifer.

- The *Creek Bed Elevation* (per Kenneth Loy, West Yost Associates) near Well 2 is 6,186.9 feet.
- *Precipitation Season Total* is calculated from October 2019 through September 2020.
- The true *Season to date Average* could be higher or lower than the reported value due to the uncertainty of the Old Fire Station precipitation measurement during the period 1994 to 2004.
- In October 2011 the data acquisition point for the aquifer was changed from Well 2 to Well 2R.

Leaks and Repairs

Water

- The District issued 8 leak/high usage notifications.
- Responded to zero after-hours customer service calls.

Sewer

- Responded to zero after-hours customer service calls.

Vehicles and Equipment

Vehicles

- Annual Maintenance.
- Cleaned vehicles and checked inventory.

Equipment

- Annual Maintenance.

Operations and Maintenance Projects

1810 Squaw Valley Road (Old Fire Station)

- Inspected and tested the generator.
- General housekeeping.

305 Squaw Valley Road (Administration and Fire Station Building)

- Inspected and tested the generator.

Water System Maintenance

- Two bacteriological tests were taken: one at 410 Forest Glen Road and one at Zone 3 Booster Station; both samples were reported absent.
- Leak detection services performed: one.
- Customer service turn water service on: zero.
- Customer service turn water service off: one.
- Responded to zero customer service calls with no water.

Operation and Maintenance Squaw Valley Mutual Water Company

- Basic services.

Sewer System Maintenance

- Check for I and I issues.
- Sewer cleaning.

Telemetry

- The rainfall measurements for the month of January were as follows:
Nova Lynx 2.23", Squaw Valley Snotel: 4.30".

Administration

- Monthly California State Water Boards report.

Services Rendered

- Underground Service Alerts (3)
- Plan Review (11)
- Pre-remodel inspections (0)
- Final inspections (1)
- Fixture count inspections (0)
- Water service line inspections (0)
- Sewer service line inspections (0)
- Sewer main line inspections (0)
- Water quality complaint investigations (0)
- Water Backflow Inspections (0)
- FOG inspections (0)
- Toilet Rebate inspections (0)
- Second Unit inspection (0)

Other Items of Interest

- Training – SDRMA Online class, SDRMA Safety Booklet.

ATTACHMENTS: Monthly Water Audit Report

DATE PREPARED: February 18, 2020

Squaw Valley Public Service District - Monthly Water Audit Report

Audit Month: January Report Date: February 5, 2020 Performed By: Brandon Burks
Year: 2020

Meter Reader: Sam Donahue Reading begin Date & Time: 1/31/20 8:30 AM
Reading end Date & Time: 1/31/20 12:00 PM
Total lag time: 3:30:00

Begin Audit Period: 12/31/19 12:00 AM
End Audit Period: 1/31/20 12:00 AM

Total Metered Consumption for audit period specified (including hydrant meters): 7,077,105

Additional Consumption - Unmetered

Fire Department Use: 5,000
Hydrant Flushing: 5,000
Blow-Off Flushing: _____
Sewer Cleaning: 5,000
Street Cleaning: _____
Well Flushing: _____
Tank Overflows: _____
Unread Meter Estimated Reads: 180,000
Other: _____
Total Unmetered Consumption (for audit period specified): 195,000

Estimated Loss - Unmetered

Known Theft: _____
Known Illegal Connections: _____
Total Estimated leaks that have been repaired: _____
Total Estimated Unmetered (for audit period specified): _____

Total Production for audit period specified: 8,975,890

Total Metered/Unmetered Consumption for audit period specified: 7,272,105

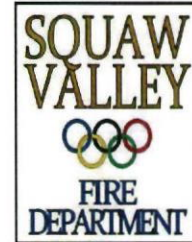
Total Water Loss (Production - Consumption): 1,703,785

Comments: The production totals are different than the monthly report due to a different time frame being used.
The District continues to investigate leaks.

* Note - All Production & Consumption Totals In U.S. Gallons *



SQUAW VALLEY PUBLIC SERVICE DISTRICT



ENGINEERING REPORT

DATE: February 25, 2020
TO: District Board Members
FROM: Dave Hunt, District Engineer
SUBJECT: Engineering Report – Information Only

BACKGROUND: The discussion section below provides information from the District Engineer on current projects and the department's activities that are not the subject of a separate report. This report is prepared to provide new information and recent progress only.

DISCUSSION: Meetings

The District Engineer participated in the following meetings in the last month:

- SVPSD Board Meeting
- Water & Sewer Committee Meeting
- Monthly Planning Meeting - Staff
- District Engineer – General Manager Meeting – Weekly
- District Engineer – Operations Manager Meeting – Weekly
- Junior Engineer Staff Meetings – Weekly
- Workload Planning Meetings – staff, several
- Water Meter Replacement Project Meeting – staff
- Resort at Squaw Creek Well 18-3R Project Meetings – several, developer, staff
- PCWA Financial Assistance Program Grant Meeting – PCWA, staff
- New Construction Inspections – several
- Squaw Valley Design Review Committee Meeting
- Sewer Code Meetings – staff
- PCWA District 5 Water Agencies Meeting

1810 Fire Station and Administration Building Re-roofing Project

- Received bids from three (3) roofing contractors
- Prices ranged from \$150,000-\$235,000
- Recommended award to Mountain Valley Roofing for \$152,000.
- Budget amendment of \$15,000 required
- Project will be complete, weather permitting, before July 1, 2020

Emergency Portable Sewer Bypass Pump

- Received bids from three (3) vendors.
- Staff is reviewing bids and performance requirements
- Staff will recommend an award at the March 31 Board meeting

Resort at Squaw Creek Well 18-3R

- Staff has had several meetings internally and with developers' representatives regarding well design and site selection
- Staff and Farr West Engineering are performing evaluations necessary to assess design criteria and site suitability
- District is working with developer on a 4th amendment to the development agreement
- Construction is scheduled for summer 2020 with the well on line in early 2021

Pressure Zone 1A Project

- Goal is to reduce extremely high water pressures in the east end of the Valley with pressure reducing valves
- Staff submitted a grant application for the planning and design of the project to the PCWA Financial Assistance Program; grants will be awarded in June
- Planning and design will take place in 2020; construction will depend on available funding, maybe 2021-2022.

Fall/Winter Engineering Projects

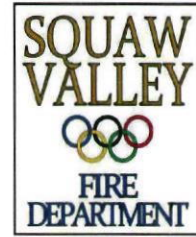
- Design and bid West Tank Recoating Project
- Design and bid Sewer Pipeline and Manhole Rehabilitation Project
- Well 18-3R Design Review
- Implement GIS database update project
- 1810 Administration Building and Fire Station Roof Replacement Project
- Further updates to Water and Sewer Technical Specifications and Details.

ATTACHMENTS: None.

DATE PREPARED: February 19, 2020



SQUAW VALLEY PUBLIC SERVICE DISTRICT



ADMINISTRATION & OFFICE REPORT

DATE: February 25, 2020
TO: District Board Members
FROM: Jessica Asher, Board Secretary
SUBJECT: Administration & Office Report – Information Only

BACKGROUND: The following is a discussion of office activities and brief status reports regarding administration that are not the subject of a separate report. This report is formatted to provide new information and recent progress only.

DISCUSSION: Form 700 Statement of Economic Interests

All Board members are required to complete an annual Statement of Economic Interests for filing with Placer County and the State of California Fair Political Practices Commission. The 2019 form and detailed instructions were distributed to all Board Members and staff in early January. We encourage completing the form online. The online version will save you information and will pre-populate it for subsequent filings. Forms completed manually must be returned to the District by the end of February for review. Once reviewed, the forms are submitted to Placer County by mid-March and will be forwarded to the State of California.

Lactation Room

Fabienne Gueissaz has been working diligently to clean out and furnish the District's archive room to make space for it to be used as a Lactation Room pursuant to the requirements within California Labor Code 1030-1034.

Audio File Retention

The District's current policy is to retain audio recordings of monthly board meeting for 10 years. At the recent California Special District's Association (CSDA) Board Secretary Conference, lawyers from Meyers Nave recommended districts retain audio tapes of their board meetings for the legal minimum only, which is 30-days; and to destroy the recordings after they has fulfilled the purpose of assisting the Board Secretary prepare the meeting minutes. Guidance from the California Secretary of State is to retain the audio tapes for 3-months. After the minutes of the board meeting are approved, the written minutes should be the only official record of the meeting. Arguments in favor of reducing the retention of audio tapes of District Board Meetings include following

recommended best practices within the industry, minimizing future staff time to respond to a records request for historical tapes, and minimizing any potential liability concerns associated with recorded meeting content. An argument in favor of retaining audio tapes for a longer period includes the ability to listen to a full discussion in the future. Staff respectfully requests direction from the Board whether to keep the current retention schedule or to shorten it before providing a proposal to the Board for its consideration.

ATTACHMENTS: None.

DATE PREPARED: February 13, 2020



SQUAW VALLEY PUBLIC SERVICE DISTRICT

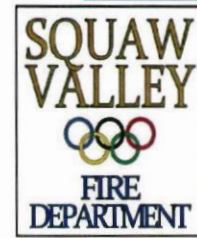


EXHIBIT G-5
2 pages

MANAGEMENT REPORT

DATE: February 25, 2020
TO: District Board Members
FROM: Mike Geary, General Manager
SUBJECT: Management Report – Information Only

BACKGROUND: The discussion section below provides information from the District's management on current projects and activities that are not the subject of a separate report. This report is prepared to provide new information and recent progress only.

DISCUSSION: The General Manager participated in the following meetings in the last month:

- Direct Reports – weekly with Fire Chief, Finance & Administration Manager, District Engineer, Operations Manager, and Board Secretary
- Project Planning – staff and representatives from Farr West Engineering
- Fire Department Staffing – two meetings with Fire Chief and Finance & Administration Manager
- Finance Committee
- Performance Evaluations – three meetings with Fire Department staff
- Resort at Squaw Creek, Phase 2 – Well 18-3R – many meetings with staff
- Resort at Squaw Creek, Phase 2 – Well 18-3R – one meeting with staff and project representatives
- Resort at Squaw Creek, Well 18-3R – two meetings with project representative
- Information Technology – staff and IT consultant
- Information Technology – staff
- Parental Leave – Board Secretary / Executive Assistant and Account Clerk II / HR Specialist
- Squaw Valley Mutual Meeting Water Company – District Engineer and Operations Specialist
- 2020 Project Planning – staff
- Olympic Valley Groundwater Management Plan – staff
- Document Management System – staff
- Document Management System – staff and consultant (ECS Imaging)

- Granite Chief Sewer Replacement – staff
- T-TSA Manager Meeting
- Ordinance 2020-01 Adopting a Fire and Life Safety Cost Recovery Schedule – several meetings with staff
- Monthly Planning – staff
- Squaw Valley Business Association (SVBA)
- File Management – staff
- Sewer Lateral Pressure Testing – staff
- Sewer Ordinance 2020-02 Review – staff
- Water & Sewer Committee

Letter of Opposition for Assembly Bill 2093 (Gloria)

Mike Geary signed a letter of support, drafted by the California Special District's Association (CSDA), regarding Assembly Bill 2093 (Gloria), which would require all public agencies to maintain all transmitted emails related to agency business for at least two years. This bill is identical to AB 1184 which was vetoed by the Governor last year who stated "I am returning Assembly Bill 1184 without my signature. This bill would require state and local public agencies to retain every public record transmitted by e-mail for at least two years. This bill does not strike the appropriate balance between the benefits of greater transparency through the public's access to public records, and the burdens of a dramatic increase in records-retention requirements, including associated personnel and data-management costs to taxpayer. Therefore, I am unable to sign this bill."

ATTACHMENTS: Letter of Opposition for Assembly Bill 2093 (Gloria)

DATE PREPARED: February 24, 2020

AFFIDAVIT OF POSTING

Name of Meeting(s): Regular Board + Finance Committee
Date of Meeting(s): 2-24-20, 2-~~25~~²⁵-20

I, J.Asher certify that we (JA/FG) posted the agenda for the above meeting(s) in two (2) conspicuous places located within the boundaries of the Squaw Valley Public Service District. The posting locations were:

1. District Office at 305 Squaw Valley Road (JA)
2. Squaw Valley Post Office at 1600 Squaw Valley Road (FG)
3. Online Posting and Distribution (JA)

The posting was accomplished on 2-21-20 at ~~2:58~~ 2:58.

I declare under penalty of perjury that the above statements are true and correct.

Executed at Olympic Valley, California on 2/26/20.

Jessica Asher, Board Secretary

J. Asher