



**LAS VIRGENES MUNICIPAL WATER DISTRICT**  
4232 Las Virgenes Road, Calabasas CA 91302

**AGENDA**  
**REGULAR MEETING**

Members of the public wishing to address the Board of Directors are advised that a statement of Public Comment Protocols is available from the Clerk of the Board. Prior to speaking, each speaker is asked to review these protocols and **MUST** complete a speakers' card and hand it to the Clerk of the Board. Speakers will be recognized in the order cards are received.

The Public Comments agenda item is presented to allow the public to address the Board on matters not on the agenda. The public may present comments on any agenda item at the time the item is called upon for discussion.

Materials prepared by the District in connection with subject matter on the agenda are available for public inspection at 4232 Las Virgenes Road, Calabasas, CA 91302. Materials prepared by the District and distributed to the Board during this meeting are available for public inspection at the meeting or as soon thereafter as possible. Materials presented to the Board by the public will be maintained as part of the records of these proceedings and are available upon written request to the Clerk of the Board.

5:00 PM

November 11, 2014

PLEDGE OF ALLEGIANCE

1. **CALL TO ORDER AND ROLL CALL**
2. **APPROVAL OF AGENDA**
3. **PUBLIC COMMENTS**

Members of the public may now address the Board of Directors **ON MATTERS NOT APPEARING ON THE AGENDA**, but within the jurisdiction of the Board. No action shall be taken on any matter not appearing on the agenda unless authorized by Subdivision (b) of Government Code Section 54954.2.

4. **CONSENT CALENDAR**

**A Minutes: Regular Meetings of October 14, 2014 and October 28, 2014 (Pg. 4)**

Approve

- B Directors' Per Diem: October 2014 (Pg. 19) Ratify**
- C List of Demands: November 11, 2014 (Pg. 25) Approve**
- D Agoura Hills State of the City Address (Pg. 52) Approve**

Authorize Board Member per diem compensation for the Agoura Hills State of the City Address held at the Sheraton Agoura Hills Hotel on October 29, 2014.

- E Invitation for Director-Elect Jay Lewitt to Attend Events (Pg. 53) Approve**

Invite Director-Elect Jay Lewitt to attend the AWA WaterWise Breakfast Meeting on November 20, 2014, and ACWA 2014 Fall Conference in San Diego from December 2 through 5, 2014; and authorize expense reimbursement for the events in accordance with District policy.

## **5. ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS**

- A Legislative and Regulatory Updates**

## **6. TREASURER**

## **7. FINANCE AND ADMINISTRATION**

- A Proposed Change of Dental Insurance Provider (Pg. 54)**

Authorize the General Manager to execute a two-year agreement with MetLife Insurance Company, at an annual cost of \$155,290, to provide dental insurance coverage.

- B Resolution of Intent for Continuation of Potable Water Standby Charge (Pg. 65)**

Pass, approve and adopt the proposed the Resolution of Intent for continuing the Standby Charge pursuant to the Municipal Water District Law of 1911; order notification for those properties that changed ownership since the last Standby Charge assessment; order publication of a Notice of Public Hearing in a newspaper of general circulation once a week for a two-week period; and set a public hearing on the matter for 5:00 p.m. on January 13, 2015.

### **RESOLUTION NO. 2462**

#### **A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT INITIATING PROCEEDINGS FOR THE CONTINUATION OF THE WATER AVAILABILITY OR STANDBY CHARGE FOR THE FISCAL YEAR COMMENCING JULY 1, 2015**

(Reference is hereby made to Resolution No. 2462 on file in the District's Resolution Book and by this reference the same is incorporated herein and made a part of hereof.)

- C Claim from Calabasas Country Club: Knight-Calabasas, LLC (Pg. 70)**

Authorize the General Manager to settle the claim from Knight-Calabasas LLC, in the amount of \$12,776.47, for repair of damages caused by rupture of the District's at the Calabasas Country Club on August 21, 2014.

- D Wonderware SCADA Software: Support Renewal (Pg. 79)**

Authorize General Manager to issue a purchase order to Wonderware West, in the amount of \$31,736.46, for the Wonderware Customer FIRST Support Renewal - Standard Level.

## 8. LEGAL SERVICES

### A **Update of Las Virgenes Municipal Water District Code: Review Session No. 5 (Pg. 84)**

Review the proposed updates to Title 5, Sanitation, of the Las Virgenes Municipal Water District Code and provide staff with feedback.

## 9. NON-ACTION ITEMS

### A **Organization Reports**

- (1) MWD Representative Report/Agenda(s)
- (2) Other

### B **Director's Reports on Outside Meetings**

### C **General Manager Reports**

- (1) General Business
- (2) Follow-Up Items

### D **Director's Comments**

## 10. FUTURE AGENDA ITEMS

## 11. PUBLIC COMMENTS

Members of the public may now address the Board of Directors **ON MATTERS NOT APPEARING ON THE AGENDA**, but within the jurisdiction of the Board. No action shall be taken on any matter not appearing on the agenda unless authorized by Subdivision (b) of Government Code Section 54954.2

## 12. CLOSED SESSION

### A **Conference with District Counsel – Anticipated Litigation (Government Code Section 54956.9(b)):**

Number of Cases: 1

### B **Conference with District Counsel – Existing Litigation (Government Code Section 54956.9(a)):**

- 1. San Diego County Water Authority v. Metropolitan Water District of Southern California, et al.
- 2. Las Virgenes - Triunfo Joint Powers Authority v. United States Environmental Protection Agency and Heal the Bay, Inc. v. Lisa P. Jackson

## 13. OPEN SESSION AND ADJOURNMENT



**LAS VIRGENES MUNICIPAL WATER DISTRICT  
4232 Las Virgenes Road, Calabasas CA 91302**

**MINUTES  
REGULAR MEETING**

5:00 PM

October 14, 2014

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to the Flag was led by Board President, Charles Caspary.

**1. CALL TO ORDER AND ROLL CALL**

**A** Call to order and roll call

The meeting was called to order at **5:00 p.m.** by Board President Caspary in the District offices. Daryl Betancur, Clerk of the Board conducted the roll call.

Present: Directors, Polan, Renger, Steinhardt, Peterson and Board President Caspary.

Absent: None

Staff Present: David Pedersen, General Manager  
Daryl Betancur, Clerk of the Board  
David R. Lippman, Director of Facilities and Operations  
Carlos Reyes, Director of Resource Conservation and Public Outreach  
Don Patterson, Director of Finance and Administration  
Wayne Lemieux, District Counsel

**2. APPROVAL OF AGENDA**

**A** Approval of agenda

General Manager Pedersen indicated that there were no proposed changes to the agenda.

Director Polan moved to approve the agenda as presented. Motion seconded by Director Renger. Motion carried unanimously.

ITEM 4A



### 3. PUBLIC COMMENTS

Kirk Harns- President of Pacific Hydrotech spoke in relation to the pipe incident at the 5-Million gallon water tank; provided specific information on the incident, the response, and the actions taken moving forward to prevent such incidents from happening again; he apologized for the incident and answered questions from the Board and members of the public on this issue.

Frank Bonvino- Stated that he comes representing about a dozen home-owners of Sandy Creek Drive and Torchwood Place; thanked Directors Polan and Steinhardt for their support; expressed that he was fearful for his safety and the safety of his family; commented that he would have liked to have heard from the entire Board; reiterated his opposition to this project in a residential neighborhood; and made comments relative to his desire to have certain Board members resigned.

Neil Ticktin- Commented on the incident and expressed concerns as to why this item was not put on the agenda; further stated that the Brown Act issue should have also been placed on the agenda; reiterated the comments he had made in the past with respect to his opposition to the 5-million gallon water tank project; also stated that those Board members supporting the project should resign.

Don Rosenberg-Spoke relative to the incident as well and expressed concerns about the project moving forward; asked as to why this was not on the agenda and requested that the issue of the incident be placed on a future agenda; lastly, called for some Board members to resign.

### 4. CONSENT CALENDAR

Director Peterson moved to approve the consent calendar items 4A-4G. Motion seconded by Director Renger. Motion carried unanimously.

**A Minutes: Regular Meeting of September 23, 2014. Approved**

**B Director's Per Diem: September, 2014. Ratified**

**C List of Demands: October 14, 2014. Approved**

**D Supply and Delivery of Sodium Bisulfate: Award of Bid**

**Accept the bid from JCI Jones Chemical, Inc., and authorize the General Manager to execute a one-year contract in the amount of \$167,580, with four one-year renewal options, for the annual supply and delivery of sodium bisulfite.**

**E Annual Backflow Prevention Device Testing: Award of Bid**

**Accept the bid from AAA Backflow Device Testing and authorize the General Manager to execute a one-year contract in the amount of \$26,700, with four one-year renewal options, for annual backflow prevention device testing services.**

**F Supply and Delivery of Diatomaceous Earth: Award of Bid**

**Accept the bid from Dicalite Minerals, Inc., and authorize the General Manager to execute a one-year contract in the amount of \$29,730.72, with three one-year renewal options for the supply and delivery of diatomaceous earth.**

**G Annual Supply and Delivery Ferric Chloride: Request for Bids**

**Approve a Request for Bids for the annual supply and delivery of ferric chloride.**

ITEM 4A

## **5 ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS**

### **A Legislative and Regulatory Updates**

General Manager Pedersen stated he had nothing to report.

### **B Water Distribution and Transmission System Maintenance and Rehabilitation Needs: Systems Indicator Reports**

David Lippman, Director of Facilities and Operations presented a lengthy report on the subject focusing on: the number of pipeline failures; management of buried underground infrastructure and the factors affecting the performance of the District's pipelines. He also described the potable and recycled water systems.

Mr. Lippman recognized staff from Facilities and Maintenance who maintain the system and do so effectively through day to day monitoring.

There were several comments and questions from the Board that Mr. Lippman answered including questions about the funding for the rehabilitation of the pipes and where said funding comes from; whether or not the area around View Point School is geologically sound; the structural integrity of the pipes, the life expectancy of certain types of pipes under certain weather and environmental conditions; and causes of failure.

Mr. Lippman thanked staff from the Facilities and Operations Department who all contributed significantly to the preparation of the report; similarly, Board members thanked staff for a job well-done on the report.

## **6 TREASURER**

Director Polan stated that he had reviewed all invoices and found everything in order.

## **7 FACILITIES AND OPERATIONS**

### **A Thousand Oaks Boulevard and Liberty Canyon Road Pavement Restoration Project: Construction Award**

**Award a construction contract to Toro Enterprises, Inc. in the amount of \$56,928.47 for the Thousand Oaks Boulevard and Liberty Canyon Road Pavement Restoration Project and reject all remaining bids upon receipt of the duly executed contract documents.**

General Manager Pedersen presented the staff report explaining the need for this work, what the repairs consisted of as well as the respective work locations.

Director Peterson moved to accept staff's recommendation. Motion seconded by Director Polan. Motion carried unanimously.

### **B Recycled Water Reservoir No. 2 Improvements: Construction Award**

**Award a construction contract to Zusser Company, Inc. in the amount of \$815,934.00 for the Recycled Water Reservoir No. 2 Improvements Project, excluding optional Bid Item No. 8 for shade balls and reject all remaining bids upon receipt of the duly executed contract documents.**

General Manager Pedersen stated that this project had a couple of components to improve water quality from Reservoir No. 2, which is located at the District's Headquarters campus. Mr. Pedersen introduced Eric Schlageter, Associate Engineer to present the staff report.

ITEM 4A

Mr. Schlageter spoke about the components of the project including: bid process and schedule, provided a brief background on the project, spoke about the Tapia Water Reclamation Facility NPDES Permit requirements, explained the flow schematic for Reservoir No. 2 and the concept of turbidity, commented on the recommendations such as cleaning the reservoir, installing membrane liner and using shade balls to prevent algae growth. Additionally, Mr. Schlageter spoke about the improvements to be done and that the proposal included a separate line item for the shade ball work, which staff is recommending to be bid out separately through a formal bid process.

There were a few questions from the Board regarding nitrate levels and shade balls that Mr. Schlageter answered.

Director Polan moved to accept staff's recommendation. Motion seconded by Director Renger. Motion carried unanimously.

### **C Emergency Replacement of Deteriorated Segments of 10-Inch Potable Water Main on Mulholland Highway, Relocation of Appurtenances and Paving of Three Affected Areas**

**Recognize the emergency need to replace three deteriorated segments of 10-inch water main on Mulholland Highway, relocate water system appurtenances and re-pave three areas affected by prior water main breaks; and authorize the General Manager to issue an emergency purchase order to Toro Enterprises Inc., in the amount of \$60,000.00, to complete the work.**

David Lippman, Director of Facilities and Operations presented the staff report. Mr. Lippman indicated that this portion of pipeline between Park South and Stunt Road on Mulholland Highway had experienced 16 corrosion failures since 1994 and, consequently, staff explained that there are some immediate repairs that need to be made; spoke about the nature of the work and the hiring of a contractor on an emergency basis to do the work. Mr. Lippman answered questions from the Board on the subject.

Director Peterson moved to declare an emergency and approve staff's recommendation as presented. Motion seconded by Director Renger. Motion carried unanimously.

## **8 FINANCE AND ADMINISTRATION**

### **A Fiscal Year 2015-2016 Proposed Sanitation Rate for Consolidated Sewer Maintenance District, Topanga Tax Zone.**

**Approve a billing rate of \$55.40 per Equivalent Residential Unit per month for the Consolidated Sewer Maintenance District, Topanga Tax Zone, and effective July 1, 2015.**

Don Patterson, Director of Finance and Administration presented the staff report indicating that in 1965 the District had the first agreement with the Topanga Tax Zone to provide sanitation services to that area, spoke about the boundaries of this tax zone, the number of impacted customers and how every year the sanitation rate charges are set.

Director Renger moved to approve the recommendation as presented. Motion seconded by Director Polan. Motion carried by the following vote:

AYES: Director(s): Polan, Renger, Peterson and Board President Caspary  
 NOES: Director(s): Steinhardt  
 ABSTAIN: Director(s): None

## **9 RESOURCE CONSERVATION AND PUBLIC OUTREACH**

**Supplemental Funding for Mow-No-Mow Turf Removal Program and Water Use for Pools During the Drought.**

ITEM 4A

**Increase the Fiscal Year 2014-15 budget for the District's Mow-No-Mow Turf Removal Program from \$148,165 to \$1,128,000 to account for the substantial increase in participation in the program that currently provides a \$2.00 per square foot incentive, which is 100% reimbursable by Metropolitan Water District of Southern California, and authorize the General Manager to develop a Pool Cover Rebate Program, funded by the potential re-allocation of unspent Proposition 50 grant funds, for approval by the Board.**

General Manager Pedersen spoke briefly regarding how this item had been discussed in the past and that the Board had requested a future agenda item to be presented, which is how this item is on the agenda for consideration and made brief comments about the participation in the Mow-No-Mow program.

Randal Orton, Conservation Manager briefed the Board on the demand and interest in the Mow-No-Mow program and commented how much demand has increased in recent months due to the given incentives of \$2.00 per square foot; stated that this level of demand requires more staffing levels to keep pace with the demand because of the number of applications being received.

Mr. Pedersen stated that given the interest and demand level at the current incentive, the larger question was whether the Board should add one dollar per square foot of District money making the total incentive provided to customers \$3.00. Mr. Pedersen further stated that the economics for this program were unfortunately not favorable in that for conservation programs to be effective one has to look at the cost per acre foot of water saved, which provides a more definitive measure for cost effectiveness of any conservation program.

With respect to the issue of pool covers, General Manager Pedersen asked Mr. Orton to provide additional information. Mr. Orton stated that staff looked at whether or not other agencies had offered pool covers and that there were a couple of agencies that did offer pool covers, he commented that one of these agencies was within the Metropolitan Water District service area but they have since discontinued the program because it was hard to get people to use the pool covers. Further, Mr. Orton stated that the Southern Nevada Water Authority had a pool cover rebate program and they were contacted, he stated that the feedback received was that it makes a difference whether is a manual pool cover or one with an automated reel system.

There were several questions and comments from the Board with General Manager Pedersen, and Mr. Orton providing answers.

Director Peterson moved to approve recommendation as follows: 1) increase Fiscal Year 2014-15 budget for the Turf Removal Program to \$1,128,000; and 2) authorize the General Manager to develop a pool cover rebate program using Proposition 50 funds and bring back at a future meeting for adoption. Motion seconded by Director Renger. Motion carried by the following vote:

AYES:	Director(s):	Renger, Peterson and Board President Caspary
NOES:	Director(s):	Steinhardt
ABSTAIN:	Director(s):	Polan

## **10 LEGAL SERVICES**

### **A Update of Las Virgenes Municipal Water District Code: Review of Session No. 4**

**Review the proposed updates to Title 4 of the Las Virgenes Municipal Water District Code and provide feedback to staff and the District's Legal Counsel.**

General Manager Pedersen stated that one of the main wording changes that staff was proposing was for consistency between the recycled water service provisions and the potable water provisions so that the companion language between these two sections in the code are consistent, ~~TEAM 5A~~ received



feedback to include as part of the code revision.

## **11 INFORMATION ITEMS**

- A Budget-Based Water Rates: Indoor and Outdoor Water Usage**
- B Adopted Financial Policies: Response to Questions**
- C 8-Inch Sludge Force Main Failure: Completion of Work**
- D Supply and Delivery of Aluminum Sulfate: Award of Bid**

There were no questions on these items.

## **12 NON-ACTION ITEMS**

### **A Organization Reports**

- (1) MWD

Director Peterson reported on the art exhibit by Rex Brandt water color artist from the 1930's whose work includes sketches documenting the building of the aqueduct; spoke about the appointment of three new Directors, including Don Calkins, Assistant General Manager of water services for Anaheim Public Utilities who replaces Kristen Murray, Larry McKenney who served on the Board of Directors of Moulton Niguel Water District who replaces John V. Foley who recently passed away and Business Consultant Yen C. Tu who succeeds Vincent Mudd as the San Diego County Water Authority representative.

- (2) Other

None

### **B Director's Reports on Outside Meetings**

Director Polan reported on having attended the Alliance for Water Efficiency conference in Las Vegas, commenting that the main take-away from the conference was that water was our most essential resource and thus conservation was paramount; spoke about marketing outreach to the community to educate them about attitudes, use and application of water.

### **C General Manager Reports**

- (1) General Business

Reported on the District having received a grant from the California Department of Water Resources for proposition 84 round three and that the region had been awarded a grant of which the District will likely receive close to \$500,000 because the District's project was the highest ranked project in the regions application.

Board President Caspary thanked the entire staff who put together this grant application and congratulated them on a job well-done.

- (2) Follow-Up Items

None

### **D Director's Comments**

ITEM 4A

Directors Renger and Polan spoke about having received feedback on the issue of neighbors reporting neighbors and the issue of water misuse and related enforcement.

### **13 FUTURE AGENDA ITEMS**

Director Renger proposed that staff look into how many people refill their pools and whether or not they need to do so and what the District can do about it; and whether or not the District can offer them lower rates when it is necessary to refill their pools.

Board President Caspary commented that possibly this could be addressed by staff at the same time that staff brings back the pool cover rebate program proposal.

### **14 PUBLIC COMMENTS**

None.

### **15 CLOSED SESSION**

The Board recessed to closed session at 7:58 p.m.

#### **A Conference with District Counsel. Existing Litigation. Pursuant to Government Code Section 54956.9 (a)**

1. San Diego County Water Authority v. Metropolitan Water District of Southern California, et al.
2. Las Virgenes- Triunfo Joint Powers Authority v. United States Environmental Protection Agency and Heal the Bay, Inc. v. Lisa P. Jackson.

#### **B Conference with District Counsel. Existing Litigation. Pursuant to Government Code Section 54956.9 (b)**

Number of Potential Cases: 1

### **16 OPEN SESSION AND ADJOURNMENT**

The Board reconvened to open session at 8:04 p.m. District Counsel Lemieux reported that the item listed under potential litigation, involved a potential lawsuit between the County and the District concerning a pipeline break in March 2014, for the record, the break occurred in the area known as or identified in the record as Cold Canyon Road, and that as a result of negotiations between the parties including insurance carriers, a proposal to settle the claim had been presented and was dated October 14, 2014, and consequently, that settlement proposal was recommended for Board approval.

Director Renger moved to approve the settlement agreement. Director Peterson seconded the motion. Motion carried unanimously and authorized the General Manager to execute the settlement agreement and release of claims related to a water system failure on Cold Canyon Road

Seeing no further business to come before the Board, the meeting was duly adjourned at 8:05 p.m.

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CHARLES CASPARY, President  
Board of Directors  
Las Virgenes Municipal Water District

ATTEST:

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BARRY STEINHARDT, Secretary  
Board of Directors  
Las Virgenes Municipal Water District

(SEAL)



**LAS VIRGENES MUNICIPAL WATER DISTRICT  
4232 Las Virgenes Road, Calabasas CA 91302**

**MINUTES  
REGULAR MEETING**

5:00 PM

October 28, 2014

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to the Flag was led by Board President, Charles Caspary.

**1. CALL TO ORDER AND ROLL CALL**

**A** Call to order and roll call

The meeting was called to order at **5:00 p.m.** by Board President Caspary in the District offices. Daryl Betancur, Clerk of the Board conducted the roll call.

Present: Directors, Polan, Renger, Steinhardt, Peterson and Board President Caspary.

Absent: None

Staff Present: David Pedersen, General Manager  
Daryl Betancur, Clerk of the Board  
David R. Lippman, Director of Facilities and Operations  
Carlos Reyes, Director of Resource Conservation and Public Outreach  
Don Patterson, Director of Finance and Administration  
Wayne Lemieux, District Counsel

**2. APPROVAL OF AGENDA**

**A** Approval of agenda

General Manager Pedersen indicated that there were no proposed changes to the agenda.

Director Renger moved to approve the agenda as presented. Motion seconded by Director Polan. Motion carried unanimously.

ITEM 4A



### 3. PUBLIC COMMENTS

Jess Thomas-President of the Old Agoura Home Owners Association spoke about the article in the Acorn on the subject of a number of citizens having attended the previous Board meeting and seeking the resignation of certain Board members; he spoke in support of Directors Caspary, Renger and Peterson and how they have done a good job on behalf of the District.

Pat MacGregor-Spoke also in support of Directors Caspary, Renger and Peterson; commented that if certain sectors of the community want change on the Board, they should do it by the process of voting.

Phil Ramuno-Commented that the last time he had been before this Board offering public comment was in 1980 and at that time he would come regularly because the Board was listening to the wrong people and making unwise decisions; stated that he had not had the need to come back because he felt the current Board was making good decisions; that upon learning that some citizens had called for the resignation of certain Board members, he was compelled to come back to comment in support of those members and state how good of a job they are doing on behalf of the rate payers.

Ed Corridori-Spoke in support of the three members of the Board who had the courage to do the right thing and approve the 5-million gallon water tank project; he thanked Board Members Caspary, Renger and Peterson; also congratulated the entire Board in their support for the School District partnership.

Norman Buehring-Made comments relative to the recent campaign literature, which is misleading and stated that a water utility cannot be run on the hope for conservation programs and no consideration for rate increases; spoke about the duty of the Board to run the Agency in the best interest of the rate payers; commented on his experience in the water utility business and as such, he had concerns when those running for office make promises about not having future rate increases because that is not how water utilities operate.

### 4. CONSENT CALENDAR

Director Peterson moved to approve the consent calendar items 4A and 4B. Motion seconded by Director Steinhardt. Motion carried unanimously.

**A Monthly Investment Report as of September 30, 2014. Received and Filed**

**B List of Demands: October 28, 2014. Approved**

### 5 ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS

**A Las Virgenes Unified School District: Presentation of Check for Fourth and Fifth Grade Science Team Water-Related Curriculum**

Board President Caspary made brief comments about the presentation and thanked the staff of the School District for the excellent job they are doing and the on-going and excellent working partnership with the District. He further stated that this year's calendar, which depicts artwork from each of the twelve finalists of the water awareness poster content, is dedicated to Aileen Adelstein- a friend of the District who recently passed away, and it is in recognition of all her work and dedication to the program in water education and conservation.

Board President Caspary presented CD's of the Calendar to Ms. Adelstein's family.

School Superintendent Daniel Stepenosky, Ed.D., thanked the Board for the District's support and stated that he and his staff also value the partnership between the two agencies.

ITEM 4A

## **B Legislative and Regulatory Updates**

General Manager Pedersen stated he had no updates.

## **C Water Supply Conditions and Drought Response**

General Manager Pedersen presented a thorough report on water conditions affecting the state and the region and commented on the highlights of the staff report which include: that there have been local emergency proclamations across the state in 25 counties, 13 cities, 9 tribal areas, 12 special districts; explained recent water conservation efforts by ACWA and County task forces, explained the low levels of storage in the major reservoirs of the State and region, discussed the importance of monitoring early season rain and snowfall, and described the possibility of water allocations in early 2015 absent significant amounts of rain and snow.

## **6 TREASURER**

Director Polan stated that he had reviewed all invoices and found everything in order.

## **7 FACILITIES AND OPERATIONS**

### **A Commercial Real Estate Services for Lease of Building Nos. 1 and 8**

**Authorize the General Manager to execute an exclusive agreement with Westcord Commercial Real Estate Services, in a form approved by District Legal Counsel, to offer Building No. 1 and the vacant suite in Building No. 8 for lease.**

General Manager Pedersen provided a historical perspective making reference to past Board actions impacting this item, including the study conducted in May of 2013 by Waronzof & Associates, and the discussions staff held previously with two potential tenants, which ultimately for various reasons did not prove to be a good fit for the District. Following his remarks, Mr. Pedersen introduced Tony Principe and Darin Smith with the firm of Westcord Commercial Real Estate Services to address the Board and answer questions relative to the proposed engagement.

Following a question and answer period from the Board, Director Steinhardt moved to approve staff's recommendation. Motion seconded by Director Peterson. Motion carried unanimously.

### **B Tapia Primary Clarifier No. 1 Rehabilitation Project: Change Order 2 Approval**

**Authorize the General Manager to approve Change Order No. 2 in the net amount of \$49,338.18 and a 65-calendar-day time extension for the Tapia Primary Clarifier No.1 Rehabilitation Project.**

General Manager Pedersen presented the staff report and explained what the change order consisted of including: a rehabilitation of clarifier No. 1 at Tapia, with the intent of rehabilitating all five clarifiers, one each year for the next five-years; commented that the change order involved two items: 1) to address and increase the amount of surface area of concrete that needs to be repaired and recoated; and 2) to include a deductive change order that accounts for the lower cost of the coating submitted by the contractor and approved for the work, which is slightly a different product than specified, but provides the same level of protection for the concrete. Director Polan requested more information on the coating products.

Board President Caspary stated that on the unit price, there is a typo that needs to be corrected instead of linear foot it should be noted as per square foot.

Following comments and questions from the Board, Director Renger moved to approve as presented. Motion seconded by Director Peterson. Motion carried unanimously.

ITEM 4A

### C **Rancho Plow Mixer Discharge Conveyor: Purchase Order Authorization**

**Authorize the General Manager to issue a purchase order to Austin-Mac, Inc., in the amount of \$42,929, for the replacement upper plow mixer discharge conveyor screw at the Rancho Las Virgenes Composting Facility.**

General Manager Pedersen explained the need for the purchase order. There were a couple of questions from the Board and staff provided answers accordingly.

Director Renger moved to approve as presented. Motion seconded by Director Peterson. Motion carried unanimously.

## 8 **FINANCE AND ADMINISTRATION**

### A **Financial Review for the First Quarter of Fiscal Year 2014-15**

Don Patterson, Director of Finance and Administration provided a brief report discussing the main highlights including: potable water revenues in the first quarter of Fiscal Year 2014-15 were slightly higher than budgeted because of higher anticipated sales of potable water supplement for the recycled water system, the actual expenses for source of supply, which consisted mainly of water purchased from Metropolitan Water District (MWD), were about \$400,000 less than budget, savings being associated to the timing of purchases to refill Las Virgenes Reservoir. Spoke about the net operating income from potable water being \$1.6 million at September 30, 2014. Briefly spoke about the charts depicting comparisons of potable water purchased from MWD and billed to customers.

Director Polan moved to receive and file. Motion seconded by Director Renger. Motion carried unanimously.

### B **Information Systems Master Plan and Operational Review: Award of Contract**

**Accept the proposal from NexLevel Information Technology, Inc., and authorize the General Manager to execute a Professional Services Agreement, in the amount of \$49,200 plus \$2,500 for travel-related expenses, for the Information Systems Master Plan and Organizational Review.**

General Manager Pedersen commented that this was an item that was included in the tactical actions and activities that the Board approved in June 2014, spoke about this being an objective included to support one of the strategic plan goals to utilize technology to improve service delivery.

Don Patterson, Director of Finance and Administration spoke briefly about the scope of the work and the consultant selection process and answered questions from the Board relative to the technology, security and related aspects of this engagement.

Director Peterson moved to approve as presented. Motion seconded by Director Renger. Motion carried unanimously.

## 9 **NON-ACTION ITEMS**

### A **Organization Reports**

#### (1) MWD

Director Peterson reported on the Executive Committee meeting at MWD having reviewed the performance of the General Manager and his plans for the next year; spoke about the Bay Delta meeting where there was a discussion about Bacon Island, which is one the islands between Old River and Middle River and which has bad levies and where a number of agencies including consultants are working together to fix the levies; commented on how the Bureau of

Reclamation, Fish and Wildlife Service and the Department of Water Resources are all working together on a planning effort related for dealing with the Delta Smelt next year; reported on the passing of former MWD Board Member Bud Lewis.

(2) Other

None

## **B Director's Reports on Outside Meetings**

Director Renger reported on having attended the AWA Breakfast on October 16 where Randy Record gave a good report on the State Water Project finances; spoke about some of the statistics presented at the meeting regarding the Delta flows and the Colorado River storage levels.

Director Polan spoke about the Southern California Water Coalition event where there was an interesting discussion on the issues of providing water to disadvantaged communities by Senator De Leon; reported on having attended the ACWA Regions 8, 9, and 10 event on October 26 and 27 in Del Mar where he attended a presentation on the liability of water and the increase in the size of the San Vicente Dam; made comments relative to sustainable gardens and demonstration programs at schools and libraries or other municipal facilities and inquired as to whether or not the District engages in such programs; briefly commented on the subject of an electronic board to display water conservation messages.

Director Steinhardt reported on the first meeting of the Business Development Committee for ACWA where there was a discussion on the past history of a similar committee that brought in business, commented that ACWA has hired legal counsel to ascertain the specific duties of this committee.

Board President Caspary reported on having attended the Bay Restoration Committee meeting on October 23, where they discussed assisting the California Department of Fish and Game and Army Corps of Engineers in doing an Environmental Impact Study of the Ballona Wetlands, which is a square mile of land that adjoins Ballona Creek and Marina Del Rey.

## **C General Manager Reports**

(1) General Business

Spoke regarding some of the items on the community calendar including the Agoura Hills State of the City Address.

(2) Follow-Up Items

None

## **D Director's Comments**

Directors Polan commented on his advocacy for an electronic sign displaying water conservation messages; and spoke about having a beautiful garden up front with drought tolerant plants.

## **10 FUTURE AGENDA ITEMS**

Director Renger stated that the District should look into putting in an attractive native garden up front and make it an item for a future agenda; spoke about revisiting the subject of the District's warning system through letters and their effectiveness and asked that this be brought back to the Board of the



drought response agenda item.

## **11 PUBLIC COMMENTS**

There was a motion by Director Renger and a second by Director Polan to add the item regarding the demonstration garden up front to a future agenda.

There were no other public comments.

## **12 CLOSED SESSION**

District Counsel Lemieux stated that he was requesting to delete the San Diego Case item B1 from the Closed Session discussion. The Board recessed to closed session at **7:55 p.m.**. The Board reconvened to open session at **8:20 p.m.**

### **A Conference with District Counsel- Anticipated Litigation (Pursuant to Government Code Section 54956.9 (b))**

Number of Potential Cases: 1

### **B Conference with District Counsel. Existing Litigation. Pursuant to Government Code Section 54956.9 (a)**

1. San Diego County Water Authority v. Metropolitan Water District of Southern California, et al.
2. Las Virgenes- Triunfo Joint Powers Authority v. United States Environmental Protection Agency and Heal the Bay, Inc. v. Lisa P. Jackson.

## **13 OPEN SESSION AND ADJOURNMENT**

District Counsel Lemieux reported that the Board had met in closed session to discuss the items listed on the closed session part of the agenda and that no action was taken.

Seeing no further business to come before the Board, the meeting was duly adjourned at **8:21 p.m.**

---

CHARLES CASPARY, President  
Board of Directors  
Las Virgenes Municipal Water District


ATTEST:

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BARRY STEINHARDT, Secretary  
Board of Directors  
Las Virgenes Municipal Water District

(SEAL)

To: Payroll

From: Daryl A. Betancur, Clerk of the Board 

Subject: Per Diem Request for October, 2014

Date: November 11, 2014 Meeting

Attached are the director statements of attendance for meetings, conferences and miscellaneous functions, which are summarized in the table below. If you have any questions please contact Daryl Betancur, Clerk of the Board.

At the meeting of 02/26/2008 the Board voted 5-0 to amend the daily per diem to:

- \$200.00 effective February 27, 2008
- January 26, 2010 during the annual review of compensation, the Board opted for the per diem to remain at \$200 and requested a per diem survey be completed along with the next employee compensation study.

Name	Meeting Attendance	Rate	Total
Charles Caspary	4	200.00	800.00
Glen Peterson* LVMWD – 5 MWD – 8	13	200.00	2,600.00
Leonard Polan	10	200.00	2,000.00
Lee Renger	4	200.00	800.00
Barry Steinhardt	7	200.00	1,400.00

Thank you.

Article 4, 2-2.401(a) "not exceeding a total of ten (10) days in any calendar month"

\*Article 4, 2-2.401(b) MWD director "not exceeding a total of (10) days in any calendar month."





# LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT



To: Daryl A Betancur, Clerk of the Board

Director's Name: Glen Peterson

Month of: CC  
SEP-14

Division: CUB



The following are Las Virgenes Municipal Water District Board of Directors Meetings, Committee Meetings/Conferences I have attended:

Date(s)	# of Days Claimed		Reimbursible Expenses <sup>2</sup> (Y/N)	Check One		Event Title
	Event	Travel <sup>1</sup>		Total	MWD	
10/2/14	1		1 n/a	x		MODOC Water Policy Forum
10/6/14	1		1 n/a		x	JPA at LV
10/10/14	1		1 n/a	x		Northern Caucus MWD
10/13/14	1		1 n/a	x		Committee meetings
10/14/14	1		1 n/a	x	x	MWD & LV Boards
10/15/14	1		1 n/a	x		Colorado River Board of California Ontario
10/16/14	1		1 n/a		x	AWA in Thousand Oaks
10/20/14	1		1 n/a	x		MWD pre Bay Delta Meeting
10/21-23/14	3		3 n/a	x		Colorado River Board MSCP tour of River
10/24/14	1		1 n/a		x	ACWA State Leg in Sacramento
10/28/14	1		1 n/a	x	x	MWD committees and LV Board
TOTAL				13		

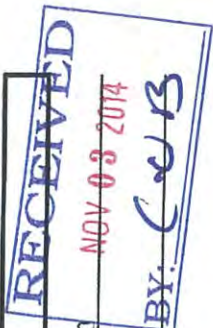
Date Submitted: 10/30/14

Director Signature: Glen Peterson

NOTES: 1. Travel the day before and/or after an authorized meeting or seminar outside of LA, Ventura and Orange Counties may be paid in accordance with Board Policy. 2. Attach completed Statement of Account and Claim for Personally Incurred Expenses form.

### LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT

To: Daryl A Betancur, Clerk of the Board Director's Name: Leonard Polan  
 Month of: Oct-14 Division: #4



The following are Las Virgenes Municipal Water District Board of Directors Meetings, Committee Meetings/Conferences I have attended:

Date(s)	# of Days Claimed		Reimbursible Expenses <sup>2</sup> (Y/N)	Check One		Event Title
	Event	Travel <sup>1</sup>		MWD	LVMWD	
10/6/2014	1	---	---		Y	JPA Board Meeting
10/7-10/14	3	1	Y		Y	Alliance for Water Efficiency Conference Las Vegas
10/14/14	1	---	---		Y	LVMWD BOARD MTG
10/16/14	---	---	---		Y	VC AWA BREAKFAST ARRIVED LATE
10/23/14	1	---	Y		Y	SCWC Dinner
10/26-27/14	2	---	Y		Y	Region 8,9 & 10 Waterconference San Diefo
10/28/2014	1	---	---		Y	LVMWD BOARD MTG
10/29/14	1	---	---		Y	<del>CITY OF AGOURA STATE OF THE CITY-LUNCHEAON</del>
TOTAL				11		


Date Submitted: 10/31/14  
 Director Signature:

**NOTES:** 1. Travel the day before and/or after an authorized meeting or seminar outside of LA, Ventura and Orange Counties may be paid in accordance with Board Policy. 2. Attach completed Statement of Account and Claim for Personally Incurred Expenses form.



**RECEIVED**  
 OCT 30 2014  
 BY: CUB

**LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT**

		To:	Daryl A Betancour, Clerk of the Board	Director's	Lee Renger
The following are Las Virgenes Municipal Water District Board of Directors Meetings, Committee Meetings/Conferences I have attended:		Month of:		Division:	3
Date(s)	# of Days Claimed	Reimbursible Expenses2	Check One	Event Title	
	Travel 1	(Y/N)	MWD		
	Total				
10/6/14	1		LVMWD	JPA BOARD MEETING ✓	
10/14/14	1			LVMWD BOARD MEETING ✓	
10/16/14	1			AWA MEETING ✓	
10/28/14	1			LVMWD BOARD MEETING ✓	
TOTAL		4			

Date Submitted: 10/30/14  
 Director Signature: *Lee Renger*

NOTES: 1. Travel the day before and/or after an authorized meeting or seminar outside of LA, Ventura and Orange Counties may be paid in accordance with Board Policy. 2. Attach completed Statement of Account and Claim for Personally Incurred Expenses form.



LAS VIRGENES MUNICIPAL WATER DISTRICT

To: LEONARD POLAN, TREASURER

Payments for Board Meeting of : November 11, 2014

Upon certification by the Treasurer the checks and wire transfers were correct and supporting documents available, it is recommended the following demands on the various funds be approved and payments authorized.

Wells Fargo Bank A/C No. 4806-994448

Checks Nos. 67391 through 67513 were issued in the total amount of \$ 422,723.17

Payments through wire transfers as follows:

10/27/2014	Bank of New York Mellon	Payment Sani Refunding Revenue Bond	\$ 2,305,475.33
10/31/2014	Metropolitan Water Dist.	Payment for water deliveries in the month of August 2014	\$ 2,114,062.57
		Total wires	\$ 4,419,537.90
		Total payments	\$ 4,842,261.07

(Reference is hereby to these demands on file in the District's Check Register and by this reference the same is incorporated herein and made a part hereof.)

**CHECK LISTING FOR BOARD MEETING  
11/11/14**

Company Name	Company No.	Check No. 67391 thru 67409 10/28/14	Amount	Check No. 67410 thru 67427 11/04/14	Amount	Check No. 67428 thru 67513 11/11/14	Amount	Total
Potable Water Operations	101	29,612.83		1,751.73		72,834.23		104,198.79
Recycled Water Operations	102							0.00
Sanitation Operations	130	43.36				4,277.84		4,321.20
Potable Water Construction	201							0.00
Water Conservation Construction	203							0.00
Sani- Construction	230							0.00
Potable Water Replacement	301	500.00				87,420.81		87,920.81
Reclaimed Water Replace	302							0.00
Sanitation Replacement	330							0.00
Internal Service	701	23,621.34		4,587.50		52,015.02		80,223.86
JPA Operations	751	4,379.02		8,463.49		126,143.50		138,986.01
JPA Construction	752							0.00
JPA Replacement	754					7,072.50		7,072.50
<b>Total Printed</b>		<b>58,156.55</b>		<b>14,802.72</b>		<b>349,763.90</b>		<b>422,723.17</b>

**Voided Checks/payment stopped:**

								0.00
								0.00
<b>Total Voids</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>

<b>Net Total</b>		<b>58,156.55</b>		<b>14,802.72</b>		<b>349,763.90</b>		<b>422,723.17</b>
------------------	--	------------------	--	------------------	--	-------------------	--	-------------------

# LAS VIRGENES MUNICIPAL WATER DISTRICT WIRE TRANSFER REQUEST

DATE NEEDED: October 27, 2014

REQUESTED BY: Jennifer Chen

FUNDS WIRING TO: LAS VIREGENES MWD 09 BOND PMT FUND A/C

BENEFICIARY BANK NAME: BANK OF NEW YORK MELLON ABA No. 021000018

BENEFICIARY BANK A/C NO. 111565 TSA NO. 850024 LAS VIRGENES

DISTRICT DR. A/C NO.: 4806994448 (Wells Fargo Bank)

AMOUNT TO BE WIRED: \$ 2,305,475.33

REMARKS: Transfer Fund to A/C No. 850024-Las Virgenes Bond Pmt Account for principal & interest payment due on 11/1/14 for 2009 Sani Refunding Revenue Bond.

REVIEWED BY: *Joseph Kelle*

APPROVED BY: *[Signature]*

APPROVED BY: *David W. Adams*

\*\*\*\*\*ACCOUNTING DEPARTMENT USE ONLY\*\*\*\*\*

WIRE ENTERED BY: *Jennifer Chen* DATE: 10-14-14

WIRE VERIFIED/SENT BY: *Joseph Kelle* DATE: 10-14-14

WIRE EFFECTIVE DATE: 10/27/14

JE NUMBER JC71563 BATCH NO.: 234162

G/L DATE 10/27/2014 BATCH DATE 10/28/14

JE PREPARED BY: Jennifer Chen

**P A I D**  
*Wired on 10/27/14* ITEM 4C  
*JC*





MWD

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

700 North Alameda Street

Los Angeles, CA, 90012-2944

INVOICE

Billed To:

Las Virgenes Municipal Water District



Service Address

4232 Las Virgenes Road  
Calabasas, CA 91302

August 2014	Page No. 1 of 1
Mailed: 09/10/2014	Due Date: 10/31/2014
Invoice Number: 8119	Revision: 0

NOTICE

The MWD Administrative Code Section 4507 and 4508 require that payment must be made in "Good Funds" by the due date or the payment will be considered delinquent and an additional charge shall be assessed.

DELIVERIES

	Volume (AF)
Total Water Treated Delivered	1,519.7

SALES

Type	Volume (AF)	Rate (\$ /AF)	Total (\$)
Full Service			
Tier 1 Supply Rate	2,281.0	\$148.00	\$337,588.00
System Access Rate	2,281.0	\$243.00	\$554,283.00
Water Stewardship Rate	2,281.0	\$41.00	\$93,521.00
System Power Rate	2,281.0	\$161.00	\$367,241.00
Treatment Surcharge	2,281.0	\$297.00	\$677,457.00
<b>SUBTOTAL</b>			<b>\$2,030,090.00</b>

WATER MANAGEMENT

	Volume (AF)	Total (\$)
Local Resource Programs	353.4	(\$54,423.60)
<b>SUBTOTAL</b>		<b>(\$54,423.60)</b>

OTHER CHARGES AND CREDITS

	Rate (\$ /AF)
Conservation Debit/Credit	(\$33,936.00)
Readiness To Serve Charge( Payment Schedule: M)	\$140,870.50
Capacity Charge( Payment Schedule: M)	\$31,461.67
<b>SUBTOTAL</b>	<b>\$138,396.17</b>

ADDITIONAL INFORMATION

	Volume (AF)	Tier1 %	Peak Day	Flow (CFS)
Purchase Order Commitment (Jan 2003 to Dec 2014)	164,524.0			
Purchase Order Firm Delivery To Date (Jan 2003 to Dec 2014)	266,189.6			
Tier 1 Annual Limit (For Current Calendar Year)	20,699.0			
Tier 1 YTD Deliveries (For Current Calendar Year)	16,607.0	80.2		
Tier 1 Current Month Deliveries	2,281.0			
Capacity Charge			8/27/2010	43.9

INVOICE TOTAL

Volume AF	Amount Now Due
2,634.4	\$2,114,062.57

Note: Amount Due is based on highlighted fields

Approved for Payment  
*David W. Pedersen*  
David W. Pedersen, P.E. 09/18/14

Approved for Payment  
*David R. Lippman*  
9/15/14

**PAID**  
*Wired on 10/31/14*  
JC

ITEM 4C

Batch Number - 234157

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
67391	10/28/14	2321	ACWA	ACWA RGN TOUR	PV	135511	001	00701	100.00	934
				10/26--27 LP						
				Payment Amount					100.00	
67392	10/28/14	18647	AMTECH ELEVATOR SERVICES	11/1/14--1/31/ 15 ELEV MAINT	PV	135523	001	00701	797.58	DVA09741B14
				Payment Amount					797.58	
67393	10/28/14	18160	ARC IMAGING RESOURCES	SRV-HPT1100PS & CS500	PV	135510	001	00701	1,895.00	991640
				Payment Amount					1,895.00	
67394	10/28/14	2869	AT&T	SRV 10/14--11/13/1 4	PV	135516	001	00701	61.02	4639/101414
				SRV 10/14--11/13/1 4	PV	135517	001	00751	61.02	4860/101414
				Payment Amount					122.04	
67395	10/28/14	16253	AT&T MOBILITY	SRV 9/4--10/3/14	PV	135518	001	00701	113.68	992789332X101 12014
				SRV 9/4--10/3/14	PV	135518	002	00701	17.44	992789332X101 12014
				SRV 9/4--10/3/14	PV	135518	003	00701	1,184.60	992789332X101 12014
				SRV 9/4--10/3/14	PV	135518	004	00701	114.59	992789332X101 12014
				SRV 9/4--10/3/14	PV	135518	005	00701	46.96	992789332X101 12014
				SRV 9/4--10/3/14	PV	135518	006	00701	59.19	992789332X101 12014
				SRV 9/4--10/3/14	PV	135518	007	00701	17.44	992789332X101 12014
				SRV 9/4--10/3/14	PV	135518	008	00701	12.21	992789332X101 12014
				SRV 9/4--10/3/14	PV	135518	009	00701	5.23	992789332X101 12014
				SRV 9/4--10/3/14	PV	135518	010	00701	187.84	992789332X101 12014
				SRV 9/4--10/3/14	PV	135518	011	00701	187.84	992789332X101 12014
				SRV 9/4--10/3/14	PV	135518	012	00701	29.52	992789332X101 12014

Batch Number - 234157  
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
						Number	Item Co		
				SRV	PV	135518	013 00701	227.16	992789332X101
				9/4--10/3/14					12014
				SRV	PV	135518	014 00701	17.44	992789332X101
				9/4--10/3/14					12014
				SRV	PV	135518	015 00701	17.44	992789332X101
				9/4--10/3/14					12014
				SRV	PV	135518	016 00701	46.96	992789332X101
				9/4--10/3/14					12014
				SRV	PV	135518	017 00701	59.04	992789332X101
				9/4--10/3/14					12014
				SRV	PV	135518	018 00701	67.01	992789332X101
				9/4--10/3/14					12014
				SRV	PV	135518	019 00701	17.44	992789332X101
				9/4--10/3/14					12014
				SRV	PV	135518	020 00701	29.52	992789332X101
				9/4--10/3/14					12014
				SRV	PV	135518	021 00701	58.70	992789332X101
				9/4--10/3/14					12014
				SRV	PV	135518	022 00701	152.96	992789332X101
				9/4--10/3/14					12014
				Payment Amount				2,670.21	
67396	10/28/14		BANK OF AMERICA	VISA	PV	135480	001 00701	2,629.32	3071/100714
		2425		CHG-F&A-SEP1					
				4					
				VISA	PV	135481	001 00701	1,197.20	8185/100714
				CHG-F&A#2-SEP					
				'14					
				VISA	PV	135482	001 00701	55.00	1270/100714
				CHG-R-CNSVASE					
				P'14					
				VISA	PV	135482	002 00701	55.00	1270/100714
				CHG-R-CNSVASE					
				P'14					
				VISA	PV	135482	003 00701	286.38	1270/100714
				CHG-R-CNSVASE					
				P'14					
				VISA	PV	135482	004 00701	151.21	1270/100714
				CHG-R-CNSVASE					
				P'14					
				VISA	PV	135482	005 00701	63.67	1270/100714
				CHG-R-CNSVASE					

Batch Number - 234157  
Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key itm Co	Amount	Invoice Number
				P'14					
				VISA	PV	135482	006 00701	24.99	1270/100714
				CHG-R-CNSV-SE					
				P'14					
				VISA	PV	135482	007 00701	251.92	1270/100714
				CHG-R-CNSV-SE					
				P'14					
				VISA	PV	135482	008 00701	203.25	1270/100714
				CHG-R-CNSV-SE					
				P'14					
				VISA	PV	135483	001 00701	1,017.74	8422/100714
				CHG-BETANCUR- SEP'14					
				VISA CHG-R CNSV	PV	135484	001 00701	717.05	2775/100714
				N1-SEP'14					
				VISA CHG-R CNSV	PV	135484	002 00701	705.70	2775/100714
				N1-SEP'14					
				VISA CHG-R CNSV	PV	135484	003 00701	81.59	2775/100714
				N1-SEP'14					
				VISA CHG-R CNSV	PV	135484	004 00701	69.45	2775/100714
				N1-SEP'14					
				VISA	PV	135485	001 00101	610.38	1302/100714
				CHG-MAINT-SEP '14					
				VISA	PV	135485	002 00101	58.07	1302/100714
				CHG-MAINT-SEP '14					
				VISA	PV	135485	003 00101	86.73	1302/100714
				CHG-MAINT-SEP '14					
				VISA	PV	135485	004 00101	264.16	1302/100714
				CHG-MAINT-SEP '14					
				VISA	PV	135485	005 00101	98.28	1302/100714
				CHG-MAINT-SEP '14					
				VISA	PV	135485	006 00101	43.36	1302/100714

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Itm Co	Amount	Invoice Number
				CHG-MAINT-SEP					
				'14					
				VISA	PV	135486	001 00751	295.68	8418/100714
				CHG-OPS-SEP1					
				4					
				VISA	PV	135486	002 00751	575.64	8418/100714
				CHG-OPS-SEP1					
				4					
				VISA	PV	135486	003 00751	32.67	8418/100714
				CHG-OPS-SEP1					
				4					
				VISA	PV	135486	004 00751	354.00	8418/100714
				CHG-OPS-SEP1					
				4					
				VISA	PV	135487	001 00101	41.93	2504/100714
				CHG-ENG-SEP1					
				4					
				VISA	PV	135488	001 00701	976.03	8243/100714
				CHG-LIPPMAN-S					
				EP14					
				VISA	PV	135488	002 00701	148.75	8243/100714
				CHG-LIPPMAN-S					
				EP14					
				VISA	PV	135488	003 00701	14.07	8243/100714
				CHG-LIPPMAN-S					
				EP14					
				VISA	PV	135488	004 00701	57.56	8243/100714
				CHG-LIPPMAN-S					
				EP14					
				VISA	PV	135488	005 00701	31.23	8243/100714
				CHG-LIPPMAN-S					
				EP14					
				VISA	PV	135488	006 00701	31.23	8243/100714
				CHG-LIPPMAN-S					
				EP14					
				VISA	PV	135488	007 00701	31.23	8243/100714
				CHG-LIPPMAN-S					
				EP14					
				VISA	PV	135488	008 00701	31.22	8243/100714
				CHG-LIPPMAN-S					
				EP14					

Batch Number - 234157  
Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Ltm Co	Amount	Invoice Number
				VISA	PV	135489	001 00751	223.48	8037/100714
				CHG-RANCHO-SE P'14					
				VISA	PV	135489	002 00751	98.33	8037/100714
				CHG-RANCHO-SE P'14					
				VISA	PV	135490	001 00701	63.69	6228/100714
				CHG-TAPIA-SEP '14					
				VISA	PV	135490	002 00701	26.53	6228/100714
				CHG-TAPIA-SEP '14					
				VISA	PV	135490	003 00701	34.27	6228/100714
				CHG-TAPIA-SEP '14					
				VISA	PV	135490	004 00701	200.00	6228/100714
				CHG-TAPIA-SEP '14					
				VISA	PV	135490	005 00701	200.00	6228/100714
				CHG-TAPIA-SEP '14					
				VISA	PV	135490	006 00701	207.50	6228/100714
				CHG-TAPIA-SEP '14					
				VISA	PV	135490	007 00701	399.90	6228/100714
				CHG-TAPIA-SEP '14					
				VISA CHG-WTR DIST	PV	135491	001 00101	117.27	3713/100714
				N1-SEP'14					
				VISA CHG-WTR DIST	PV	135492	001 00101	791.25	8102/100714
				N2-SEP'14					
				VISA CHG-PATTERSON	PV	135493	001 00701	600.20	0212/100714
				-SEP'14					
				VISA CHG-PETERSON-	PV	135494	001 00701	340.16	0663/100714
				SEP'14					
				VISA CHG-OPS ADMN-SEP'14	PV	135495	001 00751	329.82	2248/100714

Batch Number - 234157  
Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Slub Message	Ty	Document Number	Key ltm	Co	Amount	Invoice Number
				VISA CHG-OPS	PV	135495	002	00751	46.98	2248/100714
				ADMIN-SEP'14						
				VISA CHG-OPS	PV	135495	003	00751	199.96	2248/100714
				ADMIN-SEP'14						
				VISA CHG-OPS	PV	135495	004	00751	399.78	2248/100714
				ADMIN-SEP'14						
				VISA CHG-OPS	PV	135495	005	00751	68.67	2248/100714
				ADMIN-SEP'14						
				VISA CHG-OPS	PV	135495	006	00751	281.41	2248/100714
				ADMIN-SEP'14						
				VISA CHG-OPS	PV	135495	007	00751	226.17	2248/100714
				ADMIN-SEP'14						
				VISA CHG-OPS	PV	135495	008	00751	346.68	2248/100714
				ADMIN-SEP'14						
				VISA	PV	135496	001	00701	295.28	2808/100714
				CHG-PEDERSEN-SEP'14						
				VISA	PV	135497	001	00701	763.48	7951/100714
				CHG-POLAN-SEP'14						
				VISA	PV	135498	001	00701	795.00	1020/100714
				CHG-STEINHARD T-SEP'14						
				VISA	PV	135499	001	00751	308.21	7431/100714
				CHG-WSTLK-SEP'14						
				VISA	PV	135499	002	00751	955.45	7431/100714
				CHG-WSTLK-SEP'14						
				VISA	PV	135499	003	00751	138.38	7431/100714
				CHG-WSTLK-SEP'14						
				VISA	PV	135499	004	00751	169.93	7431/100714
				CHG-WSTLK-SEP'14						
				VISA	PV	135499	005	00751	391.68	7431/100714
				CHG-WSTLK-SEP'14						
				VISA	PV	135499	006	00751	8.18	7431/100714
				CHG-WSTLK-SEP'14						



Batch Number - 234157  
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Itrm Co	Amount	Invoice Number
				VISA	PV	135499	007 00751	239.95	7431/100714
				CHG-WSTLK-SEP '14					
67397	10/28/14	19951	KURT BERENS	Payment Amount REG-ACCESS DATABS TRNG 10/1--2	PV	135513	001 00701	590.00	100214
67398	10/28/14	4373	JOANNE BODENHAMER	Payment Amount MILEAGE-CCAC WKSHIP 10/15--17	PV	135512	001 00701	73.75	101714
67399	10/28/14	19270	COMMUNICATION S RELAY, LLC	Payment Amount 11/14 SITE RNTL	PV	135553	001 00701	900.00	55145
67400	10/28/14	19349	CRYSTAL ENGINEERING CORPORATION	Payment Amount RPR DIGTL PRSSR GAUGE	PV	135514	001 00701	675.30	72000749
67401	10/28/14	12559	DATASTREAM BUSINESS SOLUTIONS, INC.	Payment Amount 9/14 CONSULT&SUPRT SRV	PV	135555	001 00701	500.00	14339
67402	10/28/14	17862	DAVIDSON, CRAIG	Payment Amount REIMB EXP-D4 EXAM PREP 9/15--19	PV	135551	001 00701	550.00	091914
67403	10/28/14	2658	FEDERAL EXPRESS CORP	Payment Amount DELVR PCKG 10/16/14	PV	135554	001 00701	85.67	2-823-87374
67404	10/28/14	19146	LOURDES FIGUEROA	Payment Amount MEAL/PRKG-HR SMNR 9/23/14 EXP-CLS/COMP TRNG 10/13--14 EXP-JOB ANYLS TRNG 10/21/14 MILEAGE-ACA UPDATE 10/23/14	PV	135547	001 00701	36.32	092314
								368.20	101414
								36.14	102114
								42.44	102314
								483.10	

Batch Number - 234157  
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Itm	Key Co	Amount	Invoice Number
67405	10/28/14	2660	FISHER SCIENTIFIC	FACE PIECE ADAPTOR	PV	135524	001	00701	35.26	9766601
All Payee										
3202 FISHER SCIENTIFIC										
ACCOUNT #479986-001										
FILE #50129										
LOS ANGELES CA 90074-0129										
Payment Amount										
35.26										
67406	10/28/14	6770	G.I. INDUSTRIES	9/28-10/15 SHOP DISP SVC	PV	135521	001	00701	1,207.36	2702242-0283-7
9/28-10/15 WLK-DE DISP SVC										
Payment Amount										
1,645.62										
All Payee										
6771 G.I. INDUSTRIES										
P. O. BOX 541065										
LOS ANGELES CA 90054-1065										
Payment Amount										
2,852.98										
67407	10/28/14	2611	LA DWP	RECTIFIER	PV	135515	001	00101	36.42	503850/101514
9/15-10/15/14										
Payment Amount										
36.42										
67408	10/28/14	2610	LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS	9/3:L20140335 9-2298 LAS FLORES	PV	135519	001	00701	908.00	RE-PW-1410070 2315
9/3:L20140336 0-2925 SEA BRZ										
Payment Amount										
1,816.00										
67409	10/28/14	3025	WATER & SANITATION SRV./VENTURA COUNTY	PURCH WTR	PV	135552	001	00101	23,422.95	RE-PW-1410070 2316 959839
9/16-10/14/14										
Payment Amount										
23,422.95										
Total Amount of Payments Written										
58,156.55										
Total Number of Payments Written										
19										

Batch Number - 234342  
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Ltn	Key Co	Amount	Invoice Number
67410	11/04/14	2869	AT&T	SRV 10/20-11/19/1	PV	135628	001	00101	61.02	2150/102014
				4						
				SRV 10/22-11/21/1	PV	135672	001	00701	307.08	0119/102214
				4						
				SRV 10/23-11/22/1	PV	135673	001	00101	128.23	0210/102314
				4						
				SRV 10/23-11/22/1	PV	135674	001	00701	66.89	1984/102314
				4						
				SRV 10/23-11/22/1	PV	135675	001	00101	63.23	2430/102314
				4						
				SRV 10/23-11/22/1	PV	135676	001	00101	61.03	5388/102314
				4						
				SRV 10/23-11/22/1	PV	135677	001	00101	61.03	7426/102314
				4						
				Payment Amount					748.51	
67411	11/04/14	2407	ATLAS TOWING	TOW VEH#896	PV	135626	001	00701	150.00	49960
				TOW VEH#806	PV	135627	001	00701	115.00	49948
				Payment Amount					265.00	
67412	11/04/14	18071	BLUE DIAMOND MATERIALS	2.98 TN PAVING MATL	PV	135568	001	00701	266.37	381925 RI
				Payment Amount					266.37	
67413	11/04/14	2541	CITY OF WESTLAKE VILLAGE	PERMIT@32101 SAILVIEW DR	PV	135566	001	00101	195.00	14/15-047
				Payment Amount					195.00	
67414	11/04/14	11330	DIAL SECURITY	SRV CALL-HQ 10/7/14	PV	135634	001	00701	175.00	234477
				Payment Amount					175.00	
67415	11/04/14	3518	H2O TECHNOLOGIES, INC.	(2) GOULDS SUBMR SW PMP	PV	135633	001	00701	1,800.24	44709
				FREIGHT	PV	135633	002	00701	95.00	44709
				Payment Amount					1,895.24	
67416	11/04/14	2611	LA DWP	RECTIFIER	PV	135565	001	00101	40.97	557160/102314

ITEM 4C

Batch Number - 234342

Bank Account - 00146807 Cash-General

Payment . . . . . Number	Date	Address Number	Name	Payment Stub Message	Ty	Document . . . . . Number	Key itm Co	Amount	Invoice Number
				9/22-10/22/14					
				RECTIFIER	PV	135629	001 00101	36.42	851260/102414
				9/23-10/23/14					
				Payment Amount				77.39	
67417	11/04/14	2610	LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS	ANNL WASTE	PV	135571	001 00701	331.10	P000325695/10
				INSPECT FEE					1414
				Payment Amount				331.10	
67418	11/04/14	2842	NAPA AUTO PARTS	VEH#633-ANTJF	PV	135659	001 00701	95.16	729670
				REEZE					
				Payment Amount				95.16	
67419	11/04/14	19289	NORTH AMERICAN SAFETY, INC.	TRAFFIC VESTS	PV	135570	001 00701	205.40	8693
				Payment Amount				205.40	
67420	11/04/14	3566	CARLOS REYES	REIMB CELL PHONE EXP	PV	135658	001 00701	508.58	091714
				3/18-9/17					
				Payment Amount				508.58	
67421	11/04/14	19325	ROBERTS UPHOLSTERY	TARP FOR TRENCH	PV	135632	001 00701	6,568.25	092314
				CONVYR@RLV					
				Payment Amount				6,568.25	
67422	11/04/14	17174	ROTH STAFFING COMPANIES, LP	TEMP SRV WE 10/5/14 ST	PV	135630	001 00701	734.00	13047323
				TEMP SRV WE 10/12/14 ST					
				Payment Amount				734.00	
67423	11/04/14	16505	SOFTWAREONE	SNAGIT UPGD&I YR MAINT	PV	135569	001 00701	242.30	US-PSJ-336276
				Payment Amount				242.30	
67424	11/04/14	9505	TIRE MAN AGOURA	VEH#854-(2) TIRES	PV	135660	001 00701	286.14	2037301
				Payment Amount				286.14	
67425	11/04/14	19135	TRANSUNION RISK AND ALTERNATIVE	ONLINE SEARCH BAD DEBT-9/14	PV	135657	001 00701	123.00	974571/SEP14
				Payment Amount				123.00	
67426	11/04/14	16625	VISTA FORD	VEH#892 SVC-10/13/14	PV	135572	001 00701	1,104.60	195176
				Payment Amount				1,104.60	

ITEM 4C

Batch Number - 234342  
Bank Account - 00146607 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item Co	Amount	Invoice Number
67427	11/04/14	4463	WILMINGTON INSTRUMENT CO., INC.	TEL-TRU PRSSR TRNSMTRS	PV	135567	001 00701	612.91	0078996-IN
				FREIGHT	PV	135567	002 00701	20.12	0078996-IN
				Payment Amount				633.03	
				Total Amount of Payments Written				14,802.72	
				Total Number of Payments Written				18	

Batch Number - 234345  
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Lim	Key Co	Amount	Invoice Number
67428	11/11/14	19342	SABRINA ABEZIS	RFND O/P	PV	135500	001	00101	2,344.89	700186
				BAL-OPEN A/C						
				Payment Amount					2,344.89	
67429	11/11/14	19269	ACC BUSINESS	INTERNET	PV	135585	001	00701	960.56	142856619
				9/11-10/10/14						
				Payment Amount					960.56	
67430	11/11/14	17351	ACCURATE FIRST AID SERVICES	FIRST AID	PV	135598	001	00701	157.89	6785
				SUPPLIES@HQ						
				Payment Amount					157.89	
				FIRST AID	PV	135699	001	00701	169.60	6786
				SUPPLIES@OPS						
				Payment Amount					169.60	
				FIRST AID	PV	135700	001	00701	340.41	6784
				SUPPLIES@RLV						
				Payment Amount					340.41	
				FIRST AID	PV	135701	001	00701	285.79	6783
				SUPPLIES@TAPI						
				Payment Amount					285.79	
67431	11/11/14	8680	ADS, LLC	SEP-OCT'14	PV	135616	001	00701	1,346.30	12975.22-1014
				FLOW MONITRNG						
				Payment Amount					1,346.30	
				SEP-OCT'14	PV	135616	002	00701	4,038.90	12975.22-1014
				FLOW MONITRNG						
				Payment Amount					4,038.90	
67432	11/11/14	17077	AECOM USA, INC.	8/30-10/10/14	PV	135534	001	00701	5,785.22	37480586
				SMG TNK CNST						
				Payment Amount					5,785.22	
				SVC	PV	135535	001	00701	22,233.84	37480576
				8/30-10/10/14						
				SMG TNK CNST						
				Payment Amount					22,233.84	
				MGT	PV	135589	001	00101	6,293.89	9998162
				Payment Amount					6,293.89	
67433	11/11/14	5235	AGOURA BUSINESS CENTER NORTH LLC	RFND BAL - CLOSED A/C	PV	135589	001	00101	6,293.89	9032724959
				Payment Amount					6,293.89	
67434	11/11/14	3077	AIRGAS USA, LLC	(5) SIGN "STOP/SLOW"	PV	135598	001	00701	127.80	9032724959
				Payment Amount					127.80	

Batch Number - 234345

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Lim	Key Co	Amount	Invoice Number
67435	11/11/14	17396	ALL STAR FENCE & CONCRETE	RPR HQ 9/25 RTNG WALL DMG	PV	135695	001	00701	1,748.43	101514
67436	11/11/14	3807	AMERICAN WATER RESOURCES ASSOCIATION	Payment Amount 2015 MBRSHP	PV	135586	001	00701	500.00	16131/2015
67437	11/11/14	2363	AMERICAN WATER WORKS ASSOC	Payment Amount 2015 MBRSHP-LVMWD	PV	135587	001	00701	3,590.00	7000878199
67438	11/11/14	19264	ARNOLD LAROCHELLE MATHEWS VANCONAS &	Payment Amount RVW JPA AGENDA/MTG 9/2/14	PV	135635	001	00751	528.00	42263
67439	11/11/14	5625	ASSOC. OF WATER AGENCIES OF VENTURA CO	Payment Amount WATRWISE BRKFEST LR&GP 10/16	PV	135529	001	00701	50.00	05-8068
67440	11/11/14	3512	AT&T DATA COMM, INC.	Payment Amount 8/24/14--8/23/15 CISCO MAINT	PV	135692	001	00701	3,832.37	319-016528
67441	11/11/14	7965	B&B PALLET CO.	Payment Amount 55 YDS WOOD CHIPS 55 YDS WOOD CHIPS 55 YDS WOOD CHIPS	PV	135539	001	00701	638.00	112303
				55 YDS WOOD CHIPS	PV	135540	001	00701	638.00	112304
				55 YDS WOOD CHIPS	PV	135541	001	00701	638.00	112305
				55 YDS WOOD CHIPS	PV	135542	001	00701	638.00	112306
				55 YDS WOOD CHIPS	PV	135543	001	00701	638.00	112307
				55 YDS WOOD CHIPS	PV	135544	001	00701	638.00	112308
				55 YDS WOOD CHIPS	PV	135545	001	00701	638.00	112309



Batch Number - 234345  
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Lim	Key Co	Amount	Invoice Number
67442	11/11/14	19353	DENNIS BARRY	55 YDS WOOD CHIPS	PV	135573	001	00701	638.00	112310
67443	11/11/14	19359	FRED BERKLEY	55 YDS WOOD CHIPS	PV	135574	001	00701	638.00	112460
67444	11/11/14	9179	GREGORY BERLANT	55 YDS WOOD CHIPS	PV	135667	001	00701	638.00	112461
67445	11/11/14	15635	BRENNITAG PACIFIC, INC.	55 YDS WOOD CHIPS	PV	135668	001	00701	638.00	112462
67446	11/11/14	19360	MICHAEL BROOME	55 YDS WOOD CHIPS	PV	135670	001	00701	638.00	112465
67447	11/11/14	19361	MICHAEL CASTELLANO	55 YDS WOOD CHIPS	PV	135671	001	00701	638.00	112463
67448	11/11/14	18952	CDW-GOVERNMENT T	PaymentAmount TURF RMVL REBATE	PV	135584	001	00101	8,294.00 308.00	2130490
				PaymentAmount TURF RMVL REBATE	PV	135642	001	00101	480.00	758292
				PaymentAmount TURF RMVL REBATE	PV	135502	001	00101	480.00	280680
				PaymentAmount (8) ANTIFOAM 55GAL DRM	PV	135597	001	00701	1,122.00 5,989.55	BP1464978
				PaymentAmount TURF RMVL REBATE	PV	135643	001	00101	1,284.00	850430
				PaymentAmount TURF RMVL REBATE	PV	135644	001	00101	1,284.00	480604
				PaymentAmount (2) MS SURFACE W/COVER	PV	135595	001	00701	4,304.00 2,953.90	QH81121
				(2) MS SURFACE W/COVER	PV	135595	003	00701	35.81	QH81121

All Payee 19010 CDW GOVERNMENT  
75 REMITTANCE DR., SUITE 1515  
CHICAGO IL 60675-1515

ITEM 4C

Batch Number - 234345

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Slub Message	Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
67449	11/11/14	15981	COCO CHEN	Payment Amount	PV	135504	001	00101	2,989.71	150282
				TURF RMVL					1,484.00	
				REBATE						
67450	11/11/14	16695	WEN CHIEN	Payment Amount	PV	135505	001	00101	2,950.00	260552
				TURF RMVL					2,950.00	
				REBATE						
67451	11/11/14	2539	CITY OF SIMI VALLEY	Payment Amount	PV	135590	001	00101	10,882.00	0092092367
				PURCH WTR					10,882.00	
				8/28-10/29/14						
				PURCH WTR					308.00	
				8/28-10/29/14						
67452	11/11/14	19344	MARK CONRAD	Payment Amount	PV	135506	001	00101	768.00	700009
				TURF RMVL					768.00	
				REBATE						
67453	11/11/14	4586	CONSOLIDATED ELECTRICAL DISTRIBUTORS	Payment Amount	PV	135546	001	00701	160.78	9009-704328
				BASLR TEST					160.78	
				FEE						
67454	11/11/14	19354	RON CROUTCH	Payment Amount	PV	135585	001	00101	1,620.00	1170260
				TURF RMVL					1,620.00	
				REBATE						
67455	11/11/14	16527	CYBERNETICS	Payment Amount	PV	135533	001	00701	8,340.00	787732
				11/3/14-11/2/					8,340.00	
				15 MAINT SVC						
67456	11/11/14	19362	JUDITH FRIEDMAN	Payment Amount	PV	135645	001	00101	8,260.00	750346
				TURF RMVL					8,260.00	
				REBATE						
67457	11/11/14	2701	GRAINGER, INC.	Payment Amount	PV	135530	001	00751	573.43	9562908815
				6 PMP SEAL					573.43	
				FAILURE						
				RELAYS						
				6 RELAY					118.04	
				SOCKETS						
				LABEL						
				CRTRDG&CALIPE					307.39	
				R						
				Payment Amount					998.86	

All Payee 5453 GRAINGER, INC.  
DEPT 805178142  
PALATINE IL 60038-0001

Batch Number - 234345

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Slub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
67458	11/11/14	10001	GREEN OAKS ASSOCIATES, INC.	RFND BAL - CLOSED A/C	PV	135590	001	00101	1,453.66	9997842
67459	11/11/14	19345	ROBERT HARVEY	Payment Amount TURF RMVL REBATE	PV	135507	001	00101	2,340.00	250228
67460	11/11/14	19363	JENNY HAYDEN	Payment Amount TURF RMVL REBATE	PV	135646	001	00101	1,804.00	230496
67461	11/11/14	18646	HDR ENGINEERING, INC.	Payment Amount 8/24--9/27/14 WLF P DSGN	PV	135693	001	00701	16,753.05	179062-B
67462	11/11/14	2727	IDEXX LABORATORIES	8/24--9/27/14 WLK P/S UPGD DSGN Payment Amount COLLERT MEDIA&BTL FREIGHT	PV	135618	001	00701	27,921.75	282577030
67463	11/11/14	8304	IFM EFECTOR INC.	Payment Amount (4) PRSR SWITCH GAUGE PRSR SENSOR	PV	135619	001	00701	1,840.38	20717542
67464	11/11/14	18994	INTERSTATE PLASTICS	Payment Amount TIVAR 88 UHMW SHEET	PV	135596	001	00701	456.71	20717541
67465	11/11/14	19355	ALEX ITKIN	Payment Amount RFND BAL - CLOSED A/C	PV	135592	001	00101	12,623.40	665140
67466	11/11/14	16423	JANO GRAPHICS	Payment Amount 2000 "SAVE WTR" STICKRS CURRENT FLOW14 #5	PV	135532	001	00101	65.00	640370
67467	11/11/14	3083	JCI JONES	Payment Amount 4,016 GAL	PV	135536	001	00701	849.86	50863
									2,597.33	50950
									3,447.19	635996

ITEM 4C

Las Virgenes Municipal Water  
A/P Auto Payment Register

R04575  
Batch Number - 234345  
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Sub Message	Document Ty	Document Number	Key	Key	Amount	Invoice Number
							flm	Co		
			CHEMICALS, INC	SODIUM BISULFITE	PV	135537	001	00701	2,926.15	635840
				5,028 GAL						
				HYPOCHLORITE	PV	135538	001	00701	2,876.10	636072
				4,942 GAL						
				HYPOCHLORITE						
			JCI JONES CHEMICALS, INC							
			P.O. BOX 636877							
			CINCINNATI OH 45263-6877							
				Payment Amount					11,665.61	
67469	11/11/14	3352	LAS VIRGENES MUNICIPAL WATER DISTRICT	EQSTRN TANK	PV	135588	001	00101	375.42	0896/102214
				8/19-10/16/14						
				Payment Amount					375.42	
67469	11/11/14	2789	LIEBERT CASSIDY WHITMORE	PRF SRV-RE GEN P/E	PV	135696	001	00701	97.50	1393689
				9/30/14						
				SEIU	PV	135697	001	00701	4,257.50	1393690
				NGOTN-P/E						
				9/30/14						
				Payment Amount					4,355.00	
67470	11/11/14	17285	MAILFINANCE	PROPERTY TAX RECOVERY	PV	135604	001	00701	167.51	P4958956
				POSTG MCHN	PV	135605	001	00701	411.41	H4968781
				11/23-12/22/14						
				4						
				Payment Amount					578.92	
67471	11/11/14	9197	RICHARD MANDEL	TURF RMVL REBATE	PV	135583	001	00101	2,138.00	2180142
				Payment Amount					2,138.00	
67472	11/11/14	19356	OWEN MASSEY	RFND O/P	PV	135593	001	00101	196.79	640096
				BAL-OPEN A/C						
				Payment Amount					196.79	
67473	11/11/14	19384	LYNN METROW	TURF RMVL REBATE	PV	135647	001	00101	2,340.00	611570
				Payment Amount					2,340.00	
67474	11/11/14	19026	MNS ENGINEERS, INC.	SEP'14 PRMRY CLRFR RHB	PV	135606	001	00701	5,932.50	64757

ITEM 4C

Batch Number - 234345

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
67475	11/11/14	2835	MODERN TOOL CO	TIGHT TOLERNC SS SHAFT	PV	135602	001 00701	381.63	45366
				STEEL HARDNESS TEST	PV	135603	001 00701	80.00	45380
67476	11/11/14	2839	MOTION INDUSTRIES, INC.	BUSHG&SHEAVES -TRNK SWR FAN	PV	135581	001 00701	82.47	CA22-583851
								5,932.50	
								461.63	
								82.47	
								82.47	
67477	11/11/14	19346	KATE MOULENE	TURF RMVL REBATE	PV	135508	001 00101	9,996.00	943120
								9,996.00	
67478	11/11/14	18940	MP PRINTING & MAILING	CURRENT FLOW ISSUE#4	PV	135599	001 00701	1,977.98	56182
								1,977.98	
67479	11/11/14	2365	MSO TECHNOLOGIES	SEP'14 TAPIA BLOWERS	PV	135686	001 00701	3,480.00	4762
								2,740.00	4764
								2,740.00	4764
								10,500.00	4763
								19,460.00	
67480	11/11/14	2952	NEW PIG CORP	ABSORBNT MATS&PADS	PV	135621	001 00701	1,184.65	4650502-00
								98.96	4650502-00
								1,283.61	
67481	11/11/14	10070	ERIC NOTT	TURF RMVL REBATE	PV	135503	001 00101	900.00	2110516
								900.00	
67482	11/11/14	2392	OFFICE DEPOT	POSTR CONTST ENVELOPES PENS, TONER&POST	PV	135575	001 00701	153.47	735301069001
								565.16	735303369001

ITEM 40

Batch Number - 234345  
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Sub Message	Ty	Document Number	Key Item Co	Amount	Invoice Number
67483	11/11/14	18946	PACIFIC ADVANCED CIVIL ENGINEERING, INC.	ITS TONER CALENDAR MISC SUPPLIES-HQ MAILRM BUBBLE MAILR ENVELOPES Payment Amount SEP'14 RES#2 IMPRVMTS	PV	135577 135578 135579	001 00701 001 00701 001 00701	264.84 95.75 664.83	735303883001 735304277001 735306455001
67484	11/11/14	19365	PAM PERLMUTTER	Payment Amount TURF RMVL REBATE Payment Amount OCT'14 CYLINDER RNTL	PV	135601	001 00701	1,140.00 1,412.00	96056 860176 50766211
67485	11/11/14	8484	PRAXAIR DISTRIBUTION, INC	Payment Amount POSTER CONTEST PAPER	PV	135556	001 00701	111.51	
67486	11/11/14	9176	PRINT MANAGEMENT ASSOCIATES	Payment Amount ODOR CTL CARBN TWR RPLCMT L/S#1&2 TURNKEY SVC Payment Amount SEC FENCE@LATIGO TNK	PV	135563	001 00701	1,433.35	2449 17108 17109 1016
67487	11/11/14	16807	PROMINENT SYSTEMS, INC.	Payment Amount WEEED	PV	135678	001 00701	35,615.55	
67488	11/11/14	19058	PROTECTOR FENCE	Payment Amount	PV	135679	001 00701	2,931.54	
67489	11/11/14	15800	SAFE AND	Payment Amount	PV	135562	001 00701	15,500.00	101614/CORDLR

ITEM #C

Payment Number	Payment Date	Address Number	Name	Payment Slub Message	Document Ty	Number	Key	Item	Co	Amount	Invoice Number
			BEAUTIFUL TREE CO., INC.	ABTMT@CORDILL ERA TNK							A
67490	11/11/14	18973	SOUTHERN COUNTRIES OIL	TREE RMVL@CORDILLE RA TNK	PV	135560	001	00701		700.00	101614/CORDLR A-A
				TREE RMVL@RES#3	PV	135561	001	00701		1,350.00	101614/RES3
				Payment Amount						3,750.00	
				5 GAL SOLUBLE OIL	PV	135557	001	00701		88.25	0196925-IN
				10 GAL CETUS DE 100	PV	135558	001	00701		461.92	0197427-IN
				Payment Amount						550.17	
67491	11/11/14	19366	HOWARD SCHWESKY	TURF RMVL REBATE	PV	135649	001	00101		1,180.00	790665
				Payment Amount						1,180.00	
67492	11/11/14	19169	SJIM INDUSTRIAL RADIO	VEH#715,322&8 17-TIMERS	PV	135622	001	00701		589.97	221224
				VEH#324,849&8 72-TIMERS	PV	135623	001	00701		522.50	221225
				VEH#140,824,8 01&324 SVC	PV	135624	001	00701		290.39	221222
				VEH#872,870&7 15 SVC	PV	135625	001	00701		635.97	221223
				Payment Amount						2,038.83	
67493	11/11/14	16906	IRIS SOBOL	RFND O/P BAL-OPEN A/C	PV	135591	001	00101		468.79	780486
				Payment Amount						468.79	
67494	11/11/14	16120	SOIL CONTROL LAB	FINISHED COMPOST PKG	PV	135582	001	00751		300.00	4100013
				Payment Amount						300.00	
67495	11/11/14	2957	SOUTHERN CALIFORNIA EDISON	RLV COMPST PLNT	PV	135684	001	00751		27,996.77	5165-46/10311 4
				9/30-10/30/14							
				Payment Amount						27,996.77	
67496	11/11/14	14479	STEPHEN'S VIDEO PRODUCTIONS	10/14&10/28 BD MTG RCRDG&2 DVD 10/6 JPA BD	PV	135664	001	00701		1,093.60	10-29-14
				Payment Amount						1,093.60	

Batch Number - 234345  
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document		Key Item Co	Amount	Invoice Number
					Ty	Number			
MTG RCRDNG									
67497	11/11/14	19343	TODD TEMANSON	Payment Amount			1,638.60		
				RFND BAL -	PV	135501	94.29	94.29	2200995
				CLOSED A/C					
67498	11/11/14	19357	TIGER BASS PROPERTIES LLC	Payment Amount			94.29		
				RFND BAL -	PV	135594	970.47	970.47	180297
				CLOSED A/C					
67499	11/11/14	3011	UNITED SPECIALTIES	Payment Amount			970.47		
				BIODEGRDABL CLEANR	PV	135663	565.49	565.49	82594
67500	11/11/14	18033	UNTANGLE, INC.	Payment Amount			565.49		
				ANNUAL MAINT OCT'14-15	PV	135600	1,080.00	1,080.00	INV00574489
67501	11/11/14	2780	VALLEY NEWS GROUP	Payment Amount			1,080.00		
				2 ADS 10/16/14	PV	135527	200.00	200.00	10-16
				2 ADS-WTR CONSRV@10/23/14	PV	135661	360.00	360.00	10-24-14
67502	11/11/14	3662	VENTURA COUNTY TAX COLLECTOR	Payment Amount			560.00		
				PROP TAX FY 14-15	PV	135526	16.64	16.64	3348800/685-0 -051-080
67503	11/11/14	2436	VINCE BARNES AUTOMOTIVE	Payment Amount			16.64		
				VEH#825 SVC	PV	135637	491.60	491.60	020563
67504	11/11/14	2729	VULCAN MATERIALS CO.	Payment Amount			924.00		
				46.21 TN ASPHALT	PV	135638	432.40	432.40	020603
				VEH#857 SVC	PV	135564	1,038.40	1,038.40	70544883
Alt Payee 6457 VULCAN MATERIALS COMPANY FILE 55572 LOS ANGELES CA 90074-5572									
67505	11/11/14	3035	VWR SCIENTIFIC	Payment Amount			1,038.40		
				DRY HEAT	PV	135639	131.16	131.16	8059354545
				SPORE STRIPS	PV	135639	11.53	11.53	8059354545
				FREIGHT TST	PV	135640	1,047.99	1,047.99	8059362155
				TUBES, PIPETS &					

ITEM # C



Batch Number - 234345

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Name	Address Number	Payment Sub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
WIPES										
		FREIGHT			PV	135640	004	00701	95.13	8059362155
All Payee 3216 VWR INTERNATIONAL, INC P. O. BOX 640169 PITTSBURGH PA 15264-0169										
67506	11/11/14	WAITE BROS. PLUMBING	3037	SVC@BLDG#8 10/27/14	PV	135662	001	00701	187.00	36031
Payment Amount 1,285.81										
67507	11/11/14	WATEREUSE ASSOCIATION	3044	SVC@BLDG#7 10/16/14	PV	135663	001	00701	204.00	38017
Payment Amount 391.00										
67508	11/11/14	WECK LABORATORIES, INC.	18914	2015 WITREUSE CONF SPNSR	PV	135528	001	00701	2,500.00	102314
Payment Amount 2,500.00										
67509	11/11/14	WESCO DISTRIBUTION, INC.	3047	LAB SRV@TAPIA GRNDWTR	PV	135610	001	00701	7.00	W411771-LV
Payment Amount 2,406.00										
				LAB SRV@TAPIA EFFLUENT	PV	135611	001	00701	1,683.00	W4J0866-LV
				LAB SRV@TAPIA EFFLUENT	PV	135612	001	00701	449.00	W4J0867-LV
				LAB SRV@TAPIA RM DI WTR	PV	135613	001	00701	210.00	W4J0868-LV
				LAB SRV@TAPIA GRNDWTR	PV	135614	001	00701	25.00	W4J1004-LV
				FLRSCNT/EXT SIGN BULBS	PV	135615	001	00701	7.00	W4J1003-LV
				INDUCTIVE PRXMTY SENSRS	PV	135607	001	00701	350.22	369821
				INDUCTIVE PRXMTY SENSRS	PV	135608	001	00701	639.70	369372
				INDUCTIVE PRXMTY SENSRS	PV	135608	002	00701	10.00	369372
				LGHT TRNSFRMRS&SWT	PV	135680	001	00701	2,027.84	370359

ITEM 4C

Batch Number - 234345

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Sub Message	Ty	Document Number	Key Ifm Co	Amount	Invoice Number
CHES									
				LED INDICATOR	PV	135681	001 00701	440.37	371242
				LAMPS					
				RJ-11	PV	135682	001 00701	8.20	371134
				CONNECTORS					
All Payee 6443 WESCO DISTRIBUTION, INC PO BOX 31001-0465 PASADENA CA 91110-0465									
Payment Amount 3,476.33									
67510	11/11/14	3048	WEST COAST AIR CONDITIONING	A/C	PV	135636	001 00701	395.00	S61202
Payment Amount 395.00									
67511	11/11/14	19347	STEVE WHALEN	TURF RMVL REBATE	PV	135509	001 00101	400.00	2160224
Payment Amount 400.00									
67512	11/11/14	18561	WHITE NELSON DIEHLEVANS LLP	REG-14 GOV TAX SMNR/JL	PV	135525	001 00701	295.00	121114
Payment Amount 295.00									
67513	11/11/14	3087	XEROX CORPORATION	LEASE-9/14 D95 HQ-2ND FL LEASE-9/14 D95 HQ-1ST FL LEASE-9/14 5845A TAPIA WCP123 WLK USG 6/30-9/30/14 WCP123 RLV USG 6/30-9/22/14 LEASE-9/14 XC560 PRNTR LEASE-9/14 X560EFI SVR	PV	135650	001 00701	654.05	076221688
Payment Amount 295.00									
Payment Amount 642.19									
Payment Amount 274.60									
Payment Amount 14.17									
Payment Amount 38.83									
Payment Amount 1,449.61									
Payment Amount 192.02									
Payment Amount 3,265.47									
Total Amount of Payments Written									349,763.90
Total Number of Payments Written									86



November 11, 2014 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: General Manager

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**Subject: Agoura Hills State of the City Address (Pg. 52)**

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**SUMMARY:**

Las Virgenes Code, Section 2-2.401 (d) - Compensation, designates specific organizational events that Directors are authorized to attend (ACWA, CASA, AWA and POWER). The Agoura Hills State of the City Address, sponsored by The Greater Conejo Valley Chamber of Commerce, is not covered by the Code; therefore, the Board of Directors must authorize per diem compensation attendance.

**RECOMMENDATION(S):**

Authorize Board Member per diem compensation for the Agoura Hills State of the City Address held at the Sheraton Agoura Hills Hotel on October 29, 2014.

**FISCAL IMPACT:**

Yes

**ITEM BUDGETED:**

No

**FINANCIAL IMPACT:**

Sufficient funds are available in the adopted Fiscal Year 2014-15 Budget.

Prepared By: David W. Pedersen, General Manager



November 11, 2014 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: General Manager

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**Subject: Invitation for Director-Elect Jay Lewitt to Attend Events (Pg. 53)**

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**SUMMARY:**

On November 4, 2014, Mr. Jay Lewitt was elected to represent Division 5 of the District. Pursuant to California Water Code Section 71253, Director-Elect Lewitt will take office at noon on the first Friday in December succeeding the election, which is December 5th. Director-Elect Lewitt has expressed an interest in getting up-to-speed on important water issues quickly, and there are several events that would be valuable for him to attend before taking office.

As a result, it is recommended that the Board invite Director-Elect Lewitt to attend the AWA WaterWise Breakfast Meeting on November 20, 2014, and the ACWA 2014 Fall Conference in San Diego from December 2 through 5, 2014; and authorize expense reimbursement for the events in accordance with District policy.

**RECOMMENDATION(S):**

Invite Director-Elect Jay Lewitt to attend the AWA WaterWise Breakfast Meeting on November 20, 2014, and ACWA 2014 Fall Conference in San Diego from December 2 through 5, 2014; and authorize expense reimbursement for the events in accordance with District policy.

**FISCAL IMPACT:**

Yes

**ITEM BUDGETED:**

No

**FINANCIAL IMPACT:**

The combined cost of the two events is estimated to be \$1,600. Sufficient funds are available in the adopted Fiscal Year 2014-15 Budget for the events.

Prepared By: David W. Pedersen, General Manager





November 11, 2014 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

**Subject: Proposed Change of Dental Insurance Provider (Pg. 54)**

**SUMMARY:**

The District provides dental insurance coverage to its employees under the terms of four Memorandums of Understanding (MOU), which state that the District will provide employer-paid dental coverage for the employee plus family and \$2,000 lifetime orthodontia coverage. Although the MOUs do not require the District to maintain a minimum benefit level outside that for orthodontia, it has been the District's practice not to reduce the level of benefit currently provided to employees.

Each renewal period, the District utilizes its insurance broker, Poms & Associates, Inc., to solicit quotes from multiple providers for the insurance coverage based on the size and census information for the District's group. Based on a review of all plan proposals received, staff recommends selection of the two-year MetLife Insurance Company proposal as it offers the current level of benefits at the lowest cost over the proposed term.

**RECOMMENDATION(S):**

Authorize the General Manager to execute a two-year agreement with MetLife Insurance Company, at an annual cost of \$155,290, to provide dental insurance coverage.

**FISCAL IMPACT:**

Yes

**ITEM BUDGETED:**

Yes

**FINANCIAL IMPACT:**

The annual cost of the MetLife Insurance Company proposal is \$155,290, compared to the current annual United Concordia premium of \$136,008, which constitutes an increase of \$19,282 (14.2%) for calendar year 2015. There will be no additional increase for calendar year 2016. Sufficient funds are available in the adopted Fiscal Year 2014-15 Budget and will be included in proposed future fiscal year budgets for this coverage.

**DISCUSSION:**

Renewal periods offer an opportunity for the District to seek the best carrier with the same or similar level of benefits at the most competitive rate. Attached to this report is a summary of the proposals, coordinated by our broker and reviewed by staff, that includes information from all carriers that provided quotes to the District. The District's current provider, United Concordia, submitted its quote with an increase of 25.4% over current rates for a two-year rate guarantee.

Based on the submitted quotes from all interested dental plan providers that offer the same or similar benefit

ITEM 7A

levels, staff recommends awarding a contract to MetLife Insurance Company for dental insurance for a two-year term: January 1, 2015 through December 31, 2016. By selecting the two-year proposal, the District realizes cost certainty for calendar years 2015 and 2016 and avoids the potential for a larger increase in 2016 that could be associated with accepting a one-year rate guarantee at this time.

In comparing the proposed rates to premiums paid by the District in 2010, the rates are approximately 8% lower. By authorizing the change in provider and upon conclusion of the two-year term, the District will have realized cost-savings for its dental plan for six consecutive years as compared to the continuation of 2010 rates. The District continues to make strides in minimizing costs to provide benefits to employees.

**GOALS:**

Assure a Quality, Continually Improving Workforce

**GOAL DESCRIPTION:**

Providing quality benefit plans, while keeping costs down, improves employee health and wellness and saves the District money.

Prepared By: Sherri Paniagua, Human Resources Manager

**ATTACHMENTS:**

Dental Proposal





# Las Virgenes Municipal Water District

## Proposal for Employee Benefits

Effective Date: January 1, 2015

Respectfully Submitted by

Sherry Skarda

Senior Vice President

Kelly Nelson

Senior Account Manager

Poms & Associates

5700 Canoga Ave., Suite 400





# LAS VIRGENES MUNICIPAL WATER DISTRICT

**Poms & Associates Insurance Brokers, Inc. Privacy Statement**

Poms & Associates is committed to protecting your privacy and safeguarding your personal information in all forms obtained.

## **Information Collected**

We may collect personal information such as that provided to us on applications or questionnaires (i.e. name, addresses, contact information, phone numbers, email addresses, etc.); or other personal information about you from insurance companies that underwrite your insurance; information from the Department of Motor Vehicles or other consumer reporting agencies; and trade secret information which is proprietary information related to your business. We may also collect private health information (PHI) that is related to the placing of health insurance contracts or health claims.

## **Information Disclosed to Third Parties**

We generally do not disclose your personal information to third parties, except in the course of our general business practices to other Poms & Associates employees with a need to know who are performing a business, professional or insurance function on your behalf; to enable a third party to perform a business, professional or insurance function for us on your behalf; or to the extent required by law. Poms & Associates does not otherwise sell, exchange, publish or transfer your personal information without your consent.

## **Information Security**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards appropriate to the sensitivity of the personal information we collect, use, and maintain. However, no security system is impenetrable and we cannot guarantee the security of our database. We cannot guarantee that information you supply will not be intercepted while being transmitted to us over the internet. We ask that you do your part by having policies and practices that are consistent with good security measures and best practices.

## **Correcting or Removing Your Personal Information**

If you would like to correct the Confidential Information you have provided to us, or to request that we remove your information from our records, e-mail us at [Privacy@pomsassoc.com](mailto:Privacy@pomsassoc.com) or contact our corporate office with the correction or removal request at Poms & Associates Insurance Brokers, Inc., 5700 Canoga Ave., Ste 400, Woodland Hills, CA 91367.

## **Changes to our Privacy Policy**

We reserve the right to make changes to our Privacy Policy at any time. We encourage you to review the Web site and the Privacy Policy in particular periodically for any updates or changes. Your continued access or use of this Web site shall be deemed your acceptance of all terms and conditions contained in this Privacy Policy.





## LAS VIRGENES MUNICIPAL WATER DISTRICT

### Important Facts About This Proposal

This proposal is based on the census data and information provided by your company. Final rates may be adjusted to reflect the overall health risk as determined through the carriers medical underwriting, based on the final enrollment data and forms required and submitted to the carrier prior to coverage going into effect. Final rates also may vary from those contained in this proposal as a result of differences in census information, or data entry or typographical errors.

This plan comparison is neither a contract, nor a solicitation of an application. Please consult insurance company certificates and/or policies for a complete description of benefits, limitations, exclusions and participation requirements.

This proposal assumes there are no medical conditions such as pregnancies, langes claims or disabilities other than those listed on the Risk Assessment form completed and signed by an authorized representative of your company. If unfavorable underwriting conditions are discovered, the quoted rates may be adjusted.

Rates and underwriting requirements are subject to change without notice. Coverage, rates, and acceptance remain the exclusive authority of the insurance carrier.

A change of more than 10% in the final enrollment may necessitate re-rating from all carriers.

This proposal is not an offer of coverage and does not guarantee the acceptance of any application for insurance by any carrier represented herein. Existing coverage should not be canceled until the carrier has approved the new coverage in writing.



## LAS VIRGENES MUNICIPAL WATER DISTRICT

### Commissions Disclosure

Except in cases where Poms & Associates has a specific fee agreement to receive compensation from its client, Poms & Associates customarily receive compensation from insurers and TPA's for its professional services in the form of commissions. These commissions consist of a percentage of the premium collected by the insurers. Poms & Associates may also receive additional compensation under agreements with one or more insurers in the form of commission overrides or based on some combination of volume, profitability or other factors. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed. At your request, Poms & Associates will be pleased to supply further details of any such fee, override or other compensation that relates to your account.

# LAS VIRGENES MUNICIPAL WATER DISTRICT

## Executive Summary

### Prior Year Recap – January 1, 2014

#### Medical

Surveyed the marketplace. Decided to stay with ACWA

#### Dental

United Concordia PPO: rate guarantee until January 1, 2015

#### Vision

VSP's Vision: rate guarantee until January 1, 2016

#### Life & Disability

Moved to Sun Life with a 3-year rate guarantee on all coverages

### Current Year Recap – January 1, 2015

#### Dental

United Concordia PPO: renewal came in at 25%.

#### Vision

VSP's Vision: rate guarantee until January 1, 2016

#### Life & Disability

Sun Life's Life/AD&D, STD and LTD, rate guarantee until January 1, 2017.



# LAS VIRGENES MUNICIPAL WATER DISTRICT

## Proposal Assumptions

**Effective Date** **January 1, 2015**

Census Assumptions	Dental
<i>Total Covered Employees</i>	<b>118</b>
<i>Single:</i>	24
<i>Two-Party</i>	46
<i>Family:</i>	48

Carriers Presented	Line(s) of Coverage	A.M. Best Rating	Rating Classification
Delta Dental	Dental - Declined	A-	Excellent
Assurant	Dental - Quoted	A	Excellent
Aetna	Dental - Quoted	A	Excellent
MetLife	Dental - Quoted	B++	Good
Guardian	Dental - Declined	A	Excellent

While we strive to be certain that your insurance is placed with a reputable, highly rated insurance company, we have no way of guaranteeing the financial accuracy of the Best's Guide or the financial stability of any insurance company. For these reasons, we recommend that you take into account the financial stability of all the insurance companies prior to making your selection as to who will write your insurance.



**DENTAL COST ANALYSIS**

[CURRENT / RENEWAL DENTAL]	[PROPOSED OPTION]	
United Concordia PPO	United Concordia PPO	
In Network	Non-Network	Non-Network

	90th of R&C	90th of R&C
<b>Non-Network Reimbursement DEDUCTIBLE</b>		
Individual/Family	\$25/\$75	\$25/\$75
Waived for preventive	Yes	Yes
<b>ANNUAL MAXIMUM</b>		
Benefit Limit	\$1,500	\$1,500
<b>PLAN PAYS</b>		
<b>Preventive</b>		
Cleanings, X-Rays, Periodontics	100%	100%
Basic		
Fillings	80%	80%
Major		
Oral Surgery, extractions, endodontics	50%	50%
<b>ORTHODONTIA (Adult &amp; Children)</b>		
Coinsurance	50%	50%
Lifetime Maximum	\$2,000	\$2,000
<b>COMMENTS</b>		

	<b>Renewal Rates</b>	
Employee	24	\$44.36
Two-Party	46	\$87.73
Family	48	\$129.87
Monthly Total	118	\$11,334
Annual Total		\$136,008
(\$ Change		\$34,541
(%) Change		25.4%

Please note this is a summary of benefits and rates only. Final rates will be determined by the carrier based on actual enrollment. 1 year rate guarantee





DENTAL COST ANALYSIS

	[CURRENT / RENEWAL DENTAL] United Concordia PPO		[PROPOSED DENTAL] MetLife PPO		[PROPOSED DENTAL] MetLife* PPO		[PROPOSED DENTAL] MetLife* PPO	
	In Network	Non-Network	In Network	Non-Network	In Network	Non-Network	In Network	Non-Network
Non-Network Reimbursement	90th of R&C		90th of R&C		90th of R&C		90th of R&C	
DEDUCTIBLE								
Individual/Family		\$25/\$75		\$25/\$75		\$25/\$75		\$25/\$75
Waived for preventive		Yes		Yes		Yes		Yes
ANNUAL MAXIMUM		\$1,500		\$1,500		\$1,500		\$1,500
PLAN PAYS								
Preventive	100%	100%	100%	100%	100%	100%	100%	100%
Cleanings, X-Rays, Periodontics	80%	80%	80%	80%	80%	80%	80%	80%
Basic	50%	50%	50%	50%	50%	50%	50%	50%
Fillings	50%	50%	50%	50%	50%	50%	50%	50%
Major	50%	50%	50%	50%	50%	50%	50%	50%
Oral Surgery, extractions, endodontics	50%	50%	50%	50%	50%	50%	50%	50%
ORTHODONTIA (Adult & Children)	50%	50%	50%	50%	50%	50%	50%	50%
Coinsurance								
Lifetime Maximum		\$2,000		\$2,000		\$2,000		\$2,000
COMMENTS								
Employee	24	\$44,36		\$55,63		\$48,80		\$49,78
Two-Party	46	\$87,73		\$110,01		\$95,29		\$97,20
Family	48	\$129,87		\$162,85		\$141,05		\$143,87
Monthly Total	118	\$11,334		\$14,212		\$12,325		\$12,572
Annual Total		\$136,008		\$170,549		\$147,899		\$150,860
(\$ ) Change				\$34,541		\$11,891.52		\$14,852.40
(%) Change				25.4%		8.7%		10.9%

Please note this is a summary of benefits and rates only. Final rates will be determined by the carrier based on :

1 year rate guarantee

2 year rate guarantee

7% rate cap for second year



DENTAL COST ANALYSIS

	[CURRENT / RENEWAL DENTAL] United Concordia PPO		[PROPOSED DENTAL] Assurant PPO		[PROPOSED DENTAL] Aetna PPO	
	In Network	Non-Network	In Network	Non-Network	In Network	Non-Network

	90th of R&C		90th of R&C		90th of R&C	
<b>Non-Network Reimbursement</b>						
<b>DEDUCTIBLE</b>						
Individual/Family		\$25/\$75		\$50/\$150		\$25/\$150
Waived for preventive		Yes		Yes		Yes
<b>ANNUAL MAXIMUM</b>						
Benefit Limit		\$1,500		\$1,500		\$1,500
<b>PLAN PAYS</b>						
<b>Preventive</b>						
Cleanings, X-Rays, Periodontics	100%	100%	100%	100%	100%	100%
Basic	80%	80%	80%	80%	80%	80%
Fillings						
Major	50%	50%	50%	50%	50%	50%
Oral Surgery, extractions, endodontics						
<b>ORTHODONTIA (Adult &amp; Children)</b>						
Coinsurance	50%	50%	50%	50%	50%	50%
Lifetime Maximum		\$2,000		\$2,000		\$2,000
<b>COMMENTS</b>						
Employee	24	\$44,36	24	\$47,94	24	\$53,90
Two-Party	46	\$87,73	46	\$93,48	46	\$106,59
Family	48	\$129,87	48	\$156,87	48	\$157,79
Monthly Total	118	\$11,334	118	\$12,980	118	\$13,771
Annual Total		\$136,008		\$155,765		\$165,248
(\$) Change				\$19,757		\$29,240,16
(%) Change				14.5%		21.5%

Please note this is a summary of benefits and rates only. Final rates will be determined by the carrier based on actual enrollment.

1 year rate guarantee

1 year rate guarantee





November 11, 2014 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

**Subject: Resolution of Intent for Continuation of Potable Water Standby Charge (Pg. 65)**

**SUMMARY:**

The District proposes to continue its Potable Water Standby Charge to support its Potable Water Replacement Program (Program). Prior to Fiscal Year (FY) 1995-96, the Program was funded entirely through the District's potable water rate structure. However, in June 1995, the District implemented a "Standby Charge," pursuant to the Municipal Water District Law of 1911, to augment the Potable Water Replacement Fund with a steady source of alternate income. The rationale was that the Program benefits both existing and future customers, so a Potable Water Standby Charge assessed on both improved and vacant properties would best ensure the water system's capability and reliability to current and future customers.

The Standby Charge has been renewed each year since FY 1995-96, and staff recommends its continuation for FY 2015-16. No change is proposed for the FY 2015-16 Standby Charge; it would continue to be ten dollars (\$10.00) per parcel per year for parcels of one acre and less, and ten dollars (\$10.00) per acre and each portion thereof per year for parcels greater than one acre. In FY 2013-14, the District received \$ 509,640 in Standby Charge revenue for the Potable Water Replacement Fund.

Attached for approval and adoption is a Resolution of Intent to continue the Potable Water Standby Charge.

**RECOMMENDATION(S):**

Pass, approve and adopt the proposed the Resolution of Intent for continuing the Standby Charge pursuant to the Municipal Water District Law of 1911; order notification for those properties that changed ownership since the last Standby Charge assessment; order publication of a Notice of Public Hearing in a newspaper of general circulation once a week for a two-week period; and set a public hearing on the matter for 5:00 p.m. on January 13, 2015.

**RESOLUTION NO. 2462**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT INITIATING PROCEEDINGS FOR THE CONTINUATION OF THE WATER AVAILABILITY OR STANDBY CHARGE FOR THE FISCAL YEAR COMMENCING JULY 1, 2015**

(Reference is hereby made to Resolution No. 2462 on file in the District's Resolution Book and by this reference the same is incorporated herein and made a part of hereof.)

**FISCAL IMPACT:**

Yes

**ITEM BUDGETED:**

Yes

ITEM 7B



**FINANCIAL IMPACT:**

The continuation of the Potable Water Standby Charge is expected to provide approximately \$510,000 in revenue during Fiscal Year 2015-16 to support the Potable Water Replacement Program.

**DISCUSSION:**

For the first three years of assessing the Standby Charge, the District notified all landowners within the District by postcard of the public hearing to initiate or continue the Standby Charge. In conjunction with the mass mailing, a notice of the time, place and purpose of the public hearing was published in a newspaper of general circulation once a week for a two-week period. As this procedure was followed for three consecutive years, state law allows for an alternative procedure to provide notification to only those properties that have changed ownership since the last Standby Charge assessment. The alternative procedure was used for the FY 1998-99 through FY 2014-15 Standby Charge notification and is recommended for the FY 2015-16 notification. In addition, a publication of the Notice of Public Hearing will again be placed in a newspaper of general circulation once a week for a two-week period.

A Standby Charge Deferral Program is available for property owners who receive little or no benefit from the District's water system. The deferral, once executed, remains in effect until: (1) the property owner receives a benefit from the District's water system, (2) the Standby Charge is discontinued, or (3) the property owner terminates the deferral in writing and pays the deferred charges due to the District for up to a ten-year maximum. Currently, the Standby Charges for 176 parcels of less than one acre (\$1,760 total) and 486 parcels of greater than one acre (\$102,063.30 total) have been deferred.

Staff recommends continuance of the Standby Charge to provide a fixed source of income that will supplement the Potable Water Replacement Fund and provide an equitable means of assessing existing and future customers for a portion of costs of replacing the potable water system.

On October 9, 2012, the Board approved a three-year agreement with Datastream Business Solutions, Inc., to assist the District with administration of the Standby Charge. The work involves maintaining the tax database, which is submitted to Los Angeles County for the tax assessment, conducting necessary mailings and performing other program support. Although Datastream is currently in the process of merging its operations with Psomas, the firm will continue to provide this support service to the District with no disruption to the current process. Datastream has provided this service to the District since inception of the Standby Charge.

**GOALS:**

Construct, Manage and Maintain All Facilities and Provide Services to Assure System Reliability and Environmental Compatibility

Prepared By: David W. Pedersen, General Manager

**ATTACHMENTS:**

[Resolution of Intent](#)

[Notice of Intent](#)

**RESOLUTION NO. 2462**

**RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT INITIATING PROCEEDINGS FOR THE CONTINUATION OF THE WATER AVAILABILITY OR STANDBY CHARGE FOR THE FISCAL YEAR COMMENCING JULY 1, 2015**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT as follows:**

**Section 1. Purpose and Scope**

This Resolution initiates proceedings to continue to levy a water standby charge for the fiscal year commencing July 1, 2015, to finance water replacement programs of the District.

**Section 2. Affected Lands**

Lands within the Las Virgenes Municipal Water District service boundaries are affected by this Resolution.

**Section 3. Proposed Charge**

- (a) The proposed standby charge shall not exceed \$10.00 per acre per year or \$10.00 per parcel of less than one acre per year for each parcel of affected land.
- (b) It is also proposed that variances to the above charges be granted for unusual circumstances.

**Section 4. Public Hearing**

- (a) The Board shall conduct a public hearing at Las Virgenes Municipal Water District, 4232 Las Virgenes Road, Calabasas, California, on January 13, 2015, at the hour of 5:00 p.m., or as soon thereafter as the matter can be heard, to consider the continuation of the standby charges described herein. The Board will hear and consider all objections or protests, if any, to the proposed charges.
- (b) The Notice of Public Hearing shall be in the form required by law. The notice shall be mailed at least twenty-one days prior to the date set for the hearing to each owner of land for which ownership has changed since the last standby assessment or availability charge was fixed as shown on the last equalized assessment roll, or known to the Secretary of the District. The notice shall also be published at least once a week for two weeks prior to the date set for the hearing in a newspaper of general circulation printed and published within the District, if there is one, and if not, then in a newspaper of general circulation printed and published in Los Angeles County.

**[THIS AREA INTENTIONALLY LEFT BLANK]**

**PASSED, APPROVED AND ADOPTED** this 11<sup>TH</sup> day of November, 2014.

\_\_\_\_\_  
Charles Caspary, President

ATTEST:

\_\_\_\_\_  
Barry Steinhardt, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Wayne K. Lemieux, District Counsel

(SEAL)

**Notice of Public Hearing  
Las Virgenes Municipal Water District  
Standby Charge**

Las Virgenes Municipal Water District, to continue its record of reliability in providing quality water services, proposes to continue to levy a standby charge to replace its potable water system.

The system now consists of more than 385 miles of water line, 24 storage tanks, 24 pump stations, Las Virgenes Reservoir and Westlake Filtration Plant. The District's prompt restoration of water service to its customers following the January 1994 earthquake demonstrates the importance and inherent vulnerability of water delivery systems.

Standby charge revenue is used to assure the existing District water system continues to be sound, safe and reliable. To accomplish this, the District proposes to continue its annual fee of \$10.00 per parcel (one acre or less) and \$10.00 per acre (over one acre), to replace pipes, equipment and other elements of the water system.

For a typical family, this will amount to less than 85 cents per month. If adopted, the charge will continue to be collected as part of annual property tax bills. Certain properties may qualify for deferral under the general headings of zoning, land use, and dedicated open space. To be considered for the 2015-2016 fiscal year, deferral requests must be submitted on forms available from the District no later than April 15, 2015. If your property has been previously granted a deferral by the District, no further action is necessary.

At its regular meeting beginning at 5:00 p.m., on January 13, 2015, the Board of Directors of the Las Virgenes Municipal Water District, 4232 Las Virgenes Road, Calabasas, California 91302, will hold a public hearing to inform property owners and provide the opportunity to comment on or object to the proposal. Written remarks may be submitted to the address below, not later than 5:00 p.m., on January 13, 2015. All communications must identify the property owner and contain sufficient description to identify their lands. Copies of the Resolution and the schedule of charges are and/or will be available for review at the District Office at 4232 Las Virgenes Road, Calabasas, California.

Following the public hearing, the Board of Directors of the District will vote on the proposed standby charge at its regular meetings on January 13 and January 27, 2015.

Las Virgenes Municipal Water District  
4232 Las Virgenes Road  
Calabasas, CA 91302-1994  
800-675-2121





November 11, 2014 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

**Subject: Claim from Calabasas Country Club: Knight-Calabasas, LLC (Pg. 70)**

**SUMMARY:**

On October 6, 2014, the District received a claim in the amount of \$12,776.47 from Knight-Calabasas LLC (Calabasas Country Club) for expenses related to damage to its property caused by a 16-inch potable water main break on August 21, 2014. Based on an investigation of the damages, staff recommend authorization to settle the claim.

**RECOMMENDATION(S):**

Authorize the General Manager to settle the claim from Knight-Calabasas LLC, in the amount of \$12,776.47, for repair of damages caused by rupture of the District's at the Calabasas Country Club on August 21, 2014.

**FISCAL IMPACT:**

Yes

**ITEM BUDGETED:**

Yes

**FINANCIAL IMPACT:**

Sufficient funds are available in the adopted Fiscal Year 2014-15 Budget for the payment of the claim.

**DISCUSSION:**

On September 23, 2014, the Board declared an emergency for the August 21, 2014 water main break and approved payment of \$26,395.21 to Toro Enterprises for repair of the pipeline. Staff's investigation of the claim confirmed that the ruptured water main caused damages to the 11th fairway at that Calabasas Country Club. The claimant submitted sufficient documentation for \$12,776.47 in damages to the fairway. Therefore, staff recommends settlement of the claim for the requested amount in exchange for a release of all claims related to the incident.

**GOALS:**

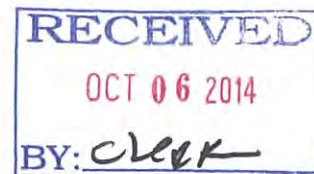
Ensure Effective Utilization of the Public's Assets and Money

Prepared By: Don Patterson, Director of Finance and Administration

**ATTACHMENTS:**

[Claim from Calabasas Country Club](#)

[Receipts](#)



Claim Against Las Virgenes Municipal Water District  
Government Code Sections 910 and 910.4

**Mail or Deliver To:** Executive Clerk of the Board  
Las Virgenes Municipal Water District  
4232 Las Virgenes Road  
Calabasas, CA 91302

Name of claimant: Knight - Calabasas LLC

Address/location of accident or occurrence:

4515 Park Entrada, Calabasas CA 91302  
- # 11 Fairway behind maintenance building

Address to where replies/notices should be sent (if different from the above):

Telephone numbers: Home (818) 923 - 8112 ; Work (818) 222 - 8111

Please answer the following questions. If more space is required, please attach additional sheets. Make sure to reference the item number and sign and date the additions.

1. When did damage or injury occur? (Give exact date and hour)

8/21/14 @ 5:00 A.M.

2. Where did the damage or injury occur?

# 11 Fairway @ Calabasas Country Club

3. How did the damage or injury occur? (Give full details)

Main line break and repair damaged 10,000 square ft of fairway

4. What damage or injuries do you claim?

Property Damage to golf course.



5. If this claim is for damage to property, are you the legal owner of said property?  
Yes X No \_\_\_\_\_. If not, please list name and address of property owner.

6. What is the name or names of the District employee or employees causing the injury, damage or loss, if known?

N/A

7. If District employees were involved in causing the damage or injury, do you believe there was a particular act or omission on the part of the employees that caused it?

N/A

8. What is the amount of claim to date – actual? (Bills verifying such amounts may be required)

\$12,776.47

9. What is the amount of claim to completion date? (Estimates verifying such amounts may be required. Three (3) estimates are recommended.)

9. Other details? (Names, addresses of witnesses, doctors and hospitals)

*[Handwritten Signature]*

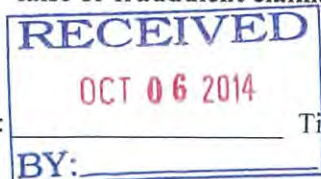
Signature of Claimant or Person Acting on Claimant's Behalf

9/26/14

Date

This claim must be signed by claimant or by an authorized agent of the claimant. One copy must be filed with this office. Keep one copy for your records.

Notice: Section 72 of the Penal Code provides: "Every person who, with intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, town, city, district, ward or village board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony".



Date Received:

Time:

9:25 PM

Recorded by:

*[Handwritten Signature]*  
Clerk of the Board

**Northrup, Mary**

---

**From:** Michelle Soliman <michelle@calabasasgolf.com>  
**Sent:** Thursday, October 09, 2014 9:01 AM  
**To:** Northrup, Mary  
**Subject:** FW: Calabasas Country Club  
**Attachments:** 20141009084539798.pdf

\*\*\* This email contains an attachment that may contain malware or a virus. Only open the attachment if it is from a trusted source. \*\*\* \* \*

Hi Mary,

Attached are all the scanned invoices from expenses paid. Below is the invoice I received from Paul Mock, the golf course superintendent from our contractor Valley Crest. He provided all the labor and provided the labor breakdown in the email copied below my signature.

Bunker Sand: \$1,221.14  
Turf Green bill #1: \$3,840.00  
Turf Green bill #2: \$5,407.33  
Grass: \$1,308  
Labor 40 hours @ \$25/hour: \$1,000.00

Total: \$12,776.47

If you have further questions you can contact me or Paul Mock. My contact info is below and Paul's is in the forwarded email below mine.

Thank you,

Michelle Soliman  
Controller

Calabasas Country Club  
4515 Park Entrada  
Calabasas, CA 91302  
Main: (818) 222-8111  
Direct: (818) 444-5541  
[michelle@calabasasgolf.com](mailto:michelle@calabasasgolf.com)  
[www.calabasasgolf.com](http://www.calabasasgolf.com)





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**From:** Paul Mock [<mailto:PMock@valleycrest.com>]  
**Sent:** Wednesday, October 08, 2014 1:50 PM  
**To:** Michelle Soliman  
**Subject:** 40 Hours For Repair/Preparation

Michelle,

The repair work from the water main break took roughly 40 hours. It broke down like this.

Three guys working the first day after the large machines finished their "rough" grading for 8 hours a piece of a total of 24 hours.

This work included....

- Repairing draining in fairway
- Leveling and straightening irrigation heads
- Removal of large rocks and finely grading the area in preparation for turf

The second day of work was for about the same and included installation, seeding, and topdressing.

- Three guys for laying 10,000+ square feet of sod at 4 hours a piece.
- One guy topdressing for an hour.
- Three guys seeding the remaining affected area for an hour a piece.

If you need any more information let me know!

Thanks,

**Paul R Mock Jr**  
*Golf Course Superintendent*  
**ValleyCrest Golf Course Maintenance**  
Calabasas Country Club  
4300 Park Entrada, Calabasas CA 91302  
Phone: 818-932-8112 Fax: 818-222-6213  
Twitter: @VCGMCalabasasCC

# P.W. GILLIBRAND Co. Inc.

*Specialty Products*

INDUSTRIAL SANDS • SPECIALTY SANDS • ROCK, SAND & GRAVEL  
 P.O. BOX 1019 • SIMI VALLEY, CA 93062-1019  
 OFFICE: (805) 526-2195 • (818) 340-3830 • FAX: (805) 522-4031

Invoice #	017146
DATE	9/11/2014
Location	GIS
Page	1 of 1

**Bill To:**

CALABASAS COUNTRY CLUB  
 4300 PARK ENTRADA  
 Calabasas, CA 91302

**Ship To:**

CALABASAS COUNTRY CLUB  
 4300 PARK ENTRADA  
 Calabasas, CA 91302

CUSTOMER ID NO		CUSTOMER P.O. NO		Q. NUMBER	SALES ORDER NUMBER		
100980		n/a			015967		
DATE	ORDER #	DESCRIPTION	TICKET	QUANTITY	HAUL	PRICE	AMOUNT
9/11/2014	100045	G20 USGA Bunker Sand	018175	26.85	Ton	\$36.00	\$966.60
	Charges	Zone 19083 TT				\$6.78	\$182.04

MONTH		VENDOR #	
INVOICE DATE	DUPLICATE DATE	INVOICE #	
ACCOUNT DESCRIPTION	GL CODE #	AMOUNT	
PREPARED BY	DEPARTMENT HEAD	GR:	

*11th Hole*

MATERIAL QUANTITY	MATERIAL AMOUNT	HAUL	MISC	TAX %	TAX AMOUNT	TOTAL INVOICE
26.85	\$966.60	\$182.04		7.5%	\$72.50	\$1,221.14

COMMENTS

**ITEM 7C**

NOTICE TO ALL CUSTOMERS: TERMS NET 30 DAYS. All bills MUST be paid within period for which credit is extended. Otherwise, we reserve the right to file liens and stop notices on any unpaid accounts within the time prescribed by law in such cases. It is agreed the entire contents are correct. If necessary all collection and attorney fees will be paid by customer. Finance charge of 1 1/2% per month (18% per year) will be added to accounts 30 days past due.

NOTICE - STANDBY TIME AND / OR WORKING TIME WHEN APPLICABLE WILL BE BILLED ON OR BEFORE THE 15th OF THE MONTH FOLLOWING DELIVERY



REMIT TO:  
**WEST COAST TURF**  
 P.O. Box 4563  
 Palm Desert, CA 92261  
 (800) 447-1840  
 www.westcoastturf.com

# invoice

California Contractor License #688087  
 Nevada Contractor License #48299  
 Arizona Contractor License #ROC110478

SOLD TO: **CALA015**  
**CALABASAS COUNTRY CLUB**  
 4515 PARK ENTRADA  
 CALABASAS CA 91302

SHIP TO: **CALABASAS COUNTRY CLUB**  
**JOHN**  
 4300 PARK ENTRADA

CALABASAS CA 91302

PHONE: (818) 222-8111 Ext. 0000

PHONE: (760) 272-7720 Ext. 0000  
 (000) 000-0000 Ext. 0000

DIRECTIONS:

INVOICE NO.  
**INV575148**

Authorization Code:  
 Amount Received:

**\$0.00**

DRIVER TW7	JOB # CALABASAS	PO #	TERMS Net 30	DELIVERY DATE 9/2/2014	INVOICE DATE 9/2/2014
---------------	--------------------	------	-----------------	---------------------------	--------------------------

FIELD	ITEM #	QTY. SHIPPED	DESCRIPTION	PRICE	EXTENSION
POLK	2790	8,000.00 SQ	TIFGREEN 328 - BIG ROLL INSTALLED	\$0.480	\$3,840.00
<p>CALIFORNIA NURSERY STOCK CERTIFICATE            FOR INTERSTATE AND INTRASTATE SHIPMENTS            No. D9279            This plant material or nursery or premises from which this            shipment was made has been inspected and found free from            especially injurious plant pests and disease symptoms.            THIS SHIPMENT NEED NOT BE HELD            FOR INSPECTION IN CALIFORNIA            Issued by: Riverside County Agriculture Commissioner            and            California Department of Agriculture, Sacramento 95814            Nevada Contractor #48299 Bond Limit \$750,000</p> <p><b>888-893-TURF (8873)</b></p>					

WEST COAST TURF ("WCT") is not responsible for installation, labor, standby time pending delivery, or damage to the product after delivery. This sale is made on an "as is basis" without warranties, express or implied. Purchaser is solely responsible for all installation and maintenance requirements. WCT will attempt to place sod where designated at job site, but it will have no responsibility for damage to the product after delivery. WCT's liability with respect to claims of any kind for all losses or damages arising out of, and/or related to goods sold or services provided under this order, or any amendment thereto, shall in no case exceed the price paid to WCT for the goods or services giving rise to such claims. In no event shall WCT be liable for special, incidental, consequential, or exemplary damages, and Purchaser will indemnify WCT against any such claims. This transaction, and any disputes arising out of relating to it will be governed by the laws of the State of California. In the event any dispute arises out of and/or relates to the goods or services provided under this order, venue shall be the Superior Court of Riverside County, State of California, Indio Branch.

SALE AMOUNT	\$3,840.00
SALES TAX	\$0.00
<b>ITEM 7C</b>	
TOTAL	\$3,840.00

RECEIVED BY: \_\_\_\_\_

DELIVERED BY: \_\_\_\_\_

YELLOW CUSTOMER    PINK ACCOUNTING    BLUE BILLING



REMIT TO:  
**WEST COAST TURF**  
 P.O. Box 4563  
 Palm Desert, CA 92261  
 (800) 447-1840  
 www.westcoastturf.com

# invoice

California Contractor License #688087  
 Nevada Contractor License #48299  
 Arizona Contractor License #ROC110478

SOLD TO: **CALA015**  
**CALABASAS COUNTRY CLUB**  
 4515 PARK ENTRADA  
 CALABASAS CA 91302

SHIP TO: **CALABASAS COUNTRY CLUB**  
**JOHN**  
 4300 PARK ENTRADA

CALABASAS CA 91302

PHONE: (818) 222-8111 Ext. 0000

PHONE: (760) 272-7720 Ext. 0000  
 (000) 000-0000 Ext. 0000

DIRECTIONS:

INVOICE NO.  
**INV575272**

Authorization Code:  
 Amount Received: **\$0.00**

DRIVER	JOB #	PO #	TERMS	DELIVERY DATE	INVOICE DATE
HH	CALABASAS CC		Net 30	9/2/2014	9/2/2014

FIELD	ITEM #	QTY SHIPPED	DESCRIPTION	PRICE	EXTENSION
POLK	2800	4,032.00 SQ	TIFGREEN 328 INSTALLED	\$0.480	\$1,935.36
3	150	2,016 SQ	A-4 BENTGRASS	\$1.58	\$3,185.28

**CALIFORNIA NURSERY STOCK CERTIFICATE**  
**FOR INTERSTATE AND INTRASTATE SHIPMENTS**  
 No. D9279  
 This plant material or nursery or premises from which this shipment was made has been inspected and found free from especially injurious plant pests and disease symptoms.  
**THIS SHIPMENT NEED NOT BE HELD FOR INSPECTION IN CALIFORNIA**  
 Issued by: Riverside County Agriculture Commissioner and  
 California Department of Agriculture, Sacramento 95814  
 Nevada Contractor #48299 Bond Limit \$750,000  
  
**888-893-TURF (8873)**

WEST COAST TURF ("WCT") is not responsible for installation, labor, standby time pending delivery, or damage to the product after delivery. This sale is made on an "as is basis" without warranties, express or implied. Purchaser is solely responsible for all installation and maintenance requirements. WCT will attempt to place sod where designated at job site, but it will have no responsibility for damage to the product after delivery. WCT's liability with respect to claims of any kind for all losses or damages arising out of, and/or related to goods sold or services provided under this order, or any amendment thereto, shall in no case exceed the price paid to WCT for the goods or services giving rise to such claims. In no event shall WCT be liable for special, incidental, consequential, or exemplary damages, and Purchaser will indemnify WCT against any such claims. This transaction, and any disputes arising out of relating to it will be governed by the laws of the State of California. In the event any dispute arises out of and/or relates to the goods or services provided under this order, venue shall be the Superior Court of Riverside County, State of California, Indio Branch.

SALE AMOUNT	\$5,120.64
SALES TAX	\$286.69
<b>ITEM 7C</b>	
<b>TOTAL</b>	<b>\$5,407.33</b>

RECEIVED BY: \_\_\_\_\_

DELIVERED BY: \_\_\_\_\_

**Simplot Partners Fullerton**  
 2320 East Walnut Ave  
 Fullerton, CA 92831  
 (888) 770-8873 Fax: (714) 526-3877

**Booking**

78  
**205003434**

Date Available 08/26/2014  
 08/26/2014

Customer ID 57601

**VCG-CALABASAS COUNTRY CLUB**  
 4300 PARK ENTRADA  
 CALABASAS, CA 91302

Salesperson SommerM

**Comments:**

Quantity	Description	Unit Price	Total \$	%	Your Share
750.000 Lbs	SILVER DOLLAR PERENNIAL RYE [50LB]	1.2000 /Lbs	900.00	100.0000	900.00
25.000 Lbs	T-1 CREEPING BENTGRASS LB [25LB]	12.0000 /Lbs	300.00	100.0000	300.00
1200.000 Each	ESTIMATED SALES TAX [EA]	.0900 /Each	108.00	100.0000	108.00

Total Booked 1,308.00

Amount Paid .00

*paid on Monica's AMEX card  
 pay American Express  
 directly*

**VCG-CALABASAS COUNTRY CLUB**

**Booking**

**205003434**

ITEM 7C





November 11, 2014 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

**Subject: Wonderware SCADA Software: Support Renewal (Pg. 79)**

**SUMMARY:**

Annual support for the Wonderware human-machine interface (HMI) software for the District's SCADA system expires on December 31, 2014 and is up for renewal. Currently, the District has 47 Wonderware licensed products that require on-going maintenance and support. A new support agreement, in the amount of \$31,736.46, is necessary to ensure proper operation of the system through continued maintenance and support of the existing software. Licensing and support of the software is exclusively available through Wonderware West, the authorized municipal dealer for Southern California.

**RECOMMENDATION(S):**

Authorize General Manager to issue a purchase order to Wonderware West, in the amount of \$31,736.46, for the Wonderware Customer FIRST Support Renewal - Standard Level.

**FISCAL IMPACT:**

Yes

**ITEM BUDGETED:**

Yes

**FINANCIAL IMPACT:**

Sufficient funds are available for this purchase order in the adopted Fiscal Year 2014-15 Budget.

**DISCUSSION:**

In 1998, the District began using the Wonderware InTouch software to provide the human-machine interface (HMI) for the SCADA system to allow operators to control the District's various facilities electronically. Initially, five water distribution stations located throughout the District and 11 additional stations located at the Tapia Water Reclamation Facility were controlled using Wonderware. In 2002, four additional stations at the Westlake Filtration Plant were incorporated into the SCADA system.

The Wonderware software allows operators to interface with the SCADA system and to provide control and feedback through an intuitive format. Wonderware's InSQL software allows data to be stored in three separate SQL servers, while its companion Active Factory software is used for data extraction from the SQL servers to facilitate trending and report generation. The District proposes to migrate to version 11.0 of the software, beginning in January 2015. The support agreement is needed to ensure proper operation of the system throughout the year.

The renewal is slightly less than the \$33,523.47 that was required in the prior year.

**GOALS:**

ITEM 7D

Construct, Manage and Maintain All Facilities and Provide Services to Assure System Reliability and Environmental Compatibility

Prepared By: Gretchen Bullock, Buyer

**ATTACHMENTS:**

[Wonderware Support Renewal Quote](#)



**Corporate Address:**  
 Standard Automation and Control  
 /DBA: Wonderware West  
 12000 Aerospace ave, Suite 375  
 Houston, TX 77034  
 Phone: 281-892-0900



**Mark Green**  
 Southern California Region  
 OFFICE: 661-654-0551  
 MOBILE: 661-330-5478  
 FAX: 661-654-0553  
 mark.green@wonderwarewest.com

## Quote

Customer: Las Virgenes Municipal Water Dist.  
 Location: Calabasas, CA  
 Phone#: (818) 251-2120  
 Terms: Net 30  
 Contact: McIntyre, Michael  
 Phone#: (818) 251-2120  
 Email: mmcintyre@lvmwd.com

Quote ID: QUO-20259-F7L0V4  
 Date: 10/17/2014

**Quote Valid until 12/31/2014  
 for Serial Numbers Specified**

Reference: Support Renewal  
 Quote Ref: Las Virgenes\_10-17-2014

### THIS IS NOT AN INVOICE

**DETAILS:**

Line No.	Quantity	Part Number	Product Description	Price Per Unit	Extended Amount
1	1	STDS-019R	Wonderware Customer FIRST Support Renewal - Standard Level	\$28,851.33	\$28,851.33
CS# 38264					
Agreement Dates: 12/31/2014 through 12/31/2015					
Subtotal:					\$28,851.33
10.00% Est. Tax					\$2,885.13
<b>Total If Purchased By 12/31/2014</b>					<b>\$31,736.46</b>
<b>Total If Purchased Between 12/31/2014 and 1/30/2015**</b>					<b>\$34,910.11</b>

\*\*A 10% reinstatement fee will be applied to your renewal if your order is not received by 12/31/2014. This reinstatement fee is only applicable until 1/30/2015 after which all renewal discounts are forfeited.

Software Serial Numbers associated with this Quote are listed on the attached document.

**To ensure rapid processing of your Purchase Order, please note the following:**

- Shipping Terms: FOB Shipping Point.
- Standard Payment Terms are NET30 with good credit and payment history; different terms may apply.
- If purchaser is TAX EXEMPT for any line item on this quote, a Certificate of Exemption must be submitted with Purchase Order.
- Wonderware West cannot accept Purchase Orders with incorrect Vendor Information. Please issue your order to either the Corporate Address in Houston above or to the Remittance Address in Dallas as shown below.

**Remittance Address**

Standard Automation /DBA: Wonderware West  
 PO Box 849717  
 Dallas, TX 75284-9717  
 Phone: 281-892-0900



1. Governing Effect of these Terms: An agreement for the sale and purchase of Products, Software and/or Services arises only upon Seller's acceptance of the Buyer's order. Seller's acceptance is expressly made conditional on Buyer's assent to these Terms and Conditions. Any additional or different terms and conditions set forth in the Buyer's order or any similar communication are objected to and will not be binding upon Seller unless agreed to by it.

2. Definitions:

(a) "Seller" means whichever of the following companies the Buyer is dealing with: Standard Automation & Control, LP d/b/a Wonderware West, MTL Instruments, Inc. or MTL Open Systems Technologies LP or any subsidiaries thereof.

(b) "Products" means equipment, software, components of either and combinations of both, sold by Seller.

(c) "Software" means all software and firmware programming routines and documentation thereof included in or supplied for use with, a Product, whether or not such Software was separately priced.

(d) "Services" mean services in the nature of installation, repair or maintenance performed by Seller's employees with respect to Products or Software and not the subject of terms and conditions included in a separate services contract.

3. Prices and Quotations: Prices of Products or Services shall either be based upon Seller's published price lists current at the time, specified in an applicable Quotation or other written confirmation from Seller or contained in separate contract between Buyer and Seller. Quotations of prices and specifications for Products and Services must be in writing and will expire on the expiration date indicated on said Quotation, or, if no date is specified, then sixty (60) days after the date of the Quotation. Seller reserves the right to change the prices on its price list on thirty (30) days notice. Quotations are subject to these Terms and Conditions of Sale.

4. Services: In the case of Services, normal working hours are 8:00 AM to 5:00 PM. A "man day" is eight (8) hours time, per man, per day during normal working hours. "Time" is on-the-job time, plus travel time to and from the job. "Time" starts and ends at the office location, unless otherwise agreed upon prior to the start of work. Saturdays, Sundays and Holidays will be charged at overtime rates. Overtime rates will apply when hours worked in one given day exceeds eight (8) hours. Overtime rate is 1-1/2 times applicable service rate. A minimum charge of 1/2 day's time, plus expenses will be charged when work done is under four (4) hours. Travel and living expenses are billed at cost. Automobile travel is billed at the allowable IRS rate then in effect per mile from office location, which is the point of origin and return, plus any required local travel. For larger jobs extending more than one month, travel and living expenses will be billed on a monthly basis.

5. Orders and Acceptance of Orders: All orders must be bona fide commitments specifying the Product(s) or Services, requested shipping dates, stipulated quantities and prices. No order or other commitment shall be binding upon Seller unless and until accepted in writing by an authorized officer of Seller.

6. Taxes: Prices do not include federal, state or local sales, use or other taxes now or hereafter enacted (unless otherwise specifically stated in Seller's acceptance) applicable to the Product(s) or Services. Such taxes will, in any event, be paid by Buyer unless Buyer provides a proper tax exemption certificate. Should Buyer fail to pay any such taxes and any taxing authority seeks to collect such taxes from Seller, Buyer agrees to indemnify Seller and hold it harmless from any such tax and any and all interest and penalties related thereto. Seller may, in its discretion, add such taxes to the sales price or bill for such taxes separately.

7. Shipments: All Products will be shipped F.O.B. Seller's shipping location. In the absence of specific instructions, Seller will select the carrier and, at its discretion, ship "collect" or prepaid, but shall not be deemed thereby to assume any liability in connection with the shipment nor shall the carrier be construed to be the agent of Seller. Buyer must provide its own insurance. Title and risk of loss or damage to the Products shall pass from Seller to Buyer upon delivery by Seller to the possession of the carrier. Any claims for loss or damage or misdelivery shall be filed with the carrier. Products may be delivered in installments. The Buyer will clear the Products for export from the United States and import into the country of delivery.

8. Delivery Dates: The estimated shipping schedule stated in the Quotation or order acceptance does not constitute a commitment to deliver Products in accordance therewith. However, Seller will use reasonable efforts to ship on or before the estimated shipping dates indicated. Delay in delivery of any installments will not entitle the Buyer to refuse acceptance or terminate the agreement. If Buyer refuses to accept delivery, Seller may (without prejudice to other rights) store or dispose of the Products, in which case the Buyer will pay upon request the amount of any reasonable storage or disposal charges. Missing or damaged items must be reported within 5 days of delivery.

9. Payments and Credit:

(a) Payment terms are net thirty (30) days upon approval for credit. All payments are to be made in U.S. Dollars, unless otherwise agreed to in writing by Seller.

(b) Method of payment will be as specified in the Quotation or order acceptance, whichever applies. Extensions of credit and time for payment may be subject to limitations and vary, in Seller's discretion, as determined by (a) type of Product or Service, (b) magnitude of order, and (c) ultimate shipment destination. The amount of credit or terms of payment may be changed or credit withdrawn at any time. If Buyer fails to pay the price when due, Seller may recover, in addition to the price, interest thereon at the rate of 1 1/2% per month where lawful, otherwise the maximum lawful monthly interest rate, and reasonable attorney's fees.

10. Security Interest: Where requested by Seller as a condition of the extension of credit, Buyer agrees to grant Seller a Uniform Commercial Code purchase money security interest in the Products purchased as security for the performance of Buyer's obligations and to execute such documents to evidence, perfect and enforce said security interest as Seller may require.

11. Excusable Delays: Seller shall not be liable for any delay in performance of Services or delivery or non delivery Products, in whole or in part, caused by the occurrence of any contingency beyond the control either of Seller or its suppliers, including by way of illustration but not limitation, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public worry, failure or delay in transportation, act of any government or any agency or subdivision thereof, judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or machinery or technical failure where Seller has exercised ordinary care in the prevention thereof. If any contingency occurs, Seller may allocate production and deliveries among Seller's customers and shall be entitled to a price adjustment, where equitable, in addition to extension of the time for performance.

12. Substitutions and Modifications: Seller may modify the specifications of components designed by Seller and incorporated into the Product, provided the modifications do not adversely affect the performance of the equipment. Seller may furnish suitable substitutes for materials unobtainable because of priorities, or regulations established by government authority, or non-availability of materials from suppliers.

13. Software: Seller shall at all times retain title to and full ownership of all Software created and supplied by it. Seller grants to Buyer a fully paid license to use the Software with the Product. Buyer shall have the right to make copies of the Software in any human or machine-readable form only to the extent necessary for the efficient use of the Product. Buyer shall not remove any statutory copyright notice included in the Software furnished to Buyer and shall reproduce all such notices on all copies of any form including revised, modified, or translated version made by Buyer, unless otherwise directed by Seller in writing. Buyer shall limit use and access of all Software provided by Seller, and copies thereof, to such of Buyer's employees as are directly involved in the operation and maintenance of the Product. Buyer shall require its employees not to make any disclosure of such Software or copies, except as required for the operation and maintenance of the Product. The rights and licenses granted to Buyer with respect to any Software Furnished by Seller may not be assigned or transferred to another party without the prior written consent of Seller, except that such rights and licenses may be assigned or transferred upon the transfer of the Product to which such rights and licenses apply and the transferee's acceptance of such Product shall be deemed its agreement to assume and comply with any and all obligations of Buyer with respect to such Software. When Buyer no longer desires to use the Software, it shall notify Seller in writing and destroy all copies thereof.

Where Seller sells or licenses Software accompanied by a separate Software License, the terms and conditions of the latter will control in the case of any variances with these Terms and Conditions.

14. Warranties:

(a) Equipment: Seller warrants that its equipment will conform to Seller's specifications and shall be free from defects under normal use in material and workmanship for a period of one (1) year from receipt at destination. No equipment will be accepted for warranty consideration without a specific Return Material Authorization ("RMA") number furnished by Seller in advance of the return shipment. If equipment or components covered by warranty and assigned a RMA number are returned to the original shipping point, transportation charges and all other charges including but not limited to custom duties and insurance prepaid, within eighteen (18) months of invoice or twelve (12) months of installation whichever occurs first, and Seller determines to its satisfaction that the returned items are defective in material or workmanship and such defect was not caused by accident, misuse, neglect, alteration, improper installation, repair, improper testing or operation, or by improper packing for return, then Seller shall at its option (1) repair or replace the defective parts and ship prepaid to Buyer, excluding any custom duties and/or import fees etc., which shall be Buyer's responsibility, or (2) credit the account of Buyer for the original cost of the equipment plus original transportation charges. If Seller elects to repair or replace the defective parts, it shall have a reasonable time to do so. Seller shall not be responsible for failure of its equipment to perform specified functions or any other non conformance caused by (a) any associated or complimentary equipment, parts or software not furnished by Seller, (b) misuse, neglect or abuse of, or accident to the Product, use of sub-standard consumables, reasonable wear and tear or operator error, (c) exposure of the Product to conditions beyond the environmental, power and operating constraints specified by Seller, or (d) installation or wiring practices not in accordance with those recommended by Seller.

(b) Software: Seller warrants that any Software accompanying its Products will perform in accordance its software documentation. If, during the period ending ninety (90) days after delivery, the occurrence of any material error in the Software or any failure of the Software substantially to conform to Seller's software documentation that limits or prevents use of the Software by Buyer is promptly reported by the Buyer to Seller, Seller agrees to use its reasonable efforts to correct any such error or failure, but Seller does not warrant that the Software is free from defects or that all defects can be corrected; further, this warranty shall apply only to those portions of the Software, or its replacement that incorporate all program corrections and modifications, if any, delivered to Buyer, and provided further that this warranty shall not apply to any error or failure due to the misuse or negligence, incorrect installation or operation, improper repair or maintenance, the use of sub-standard consumables, or by any person other than Seller and shall not apply to any Software which has been modified by any person other than Seller.





November 11, 2014 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

**Subject: Update of Las Virgenes Municipal Water District Code: Review Session No. 5 (Pg. 84)**

**SUMMARY:**

This item involves the review of proposed updates to Title 5 of the Las Virgenes Municipal Water District Code (Code). Attached are three versions of the Code sections: (1) the current code; (2) a red-lined version; and (3) clean version of the proposed code. Staff and the District's Legal Counsel will review the proposed changes that seek to modernize the Code, eliminate potential inconsistencies, and consolidate related provisions adopted over time.

**RECOMMENDATION(S):**

Review the proposed updates to Title 5, Sanitation, of the Las Virgenes Municipal Water District Code and provide staff with feedback.

**FISCAL IMPACT:**

No

**ITEM BUDGETED:**

No

**DISCUSSION:**

On November 12, 2013, the Board approved the District's Fiscal Year 2013-14 Tactical Actions and Activities proposed with the broader framework of the Strategic Plan Goals and Objectives. Among the goals was to update the Las Virgenes Municipal Water District Code to modernize its language, eliminate potential inconsistencies and consolidate related provisions.

On April 22, 2014, the Board reviewed the first section of the Code, Title 1; on June 24, 2014, the Board reviewed various Chapters of Title 2; on September 9, 2014, the Board reviewed Title 3; and on October 14, 2014, the Board reviewed Title 4.

This report transmits to the Board proposed revisions to Title 5, Sanitation. The proposed revisions to Title 5 focus on streamlining and modernizing the Code and reflect similar changes that the Board reviewed for Titles 3, Potable Water, and 4, Recycled Water.

Prepared By: Don Patterson, Director of Finance and Administration

**ATTACHMENTS:**

[Title 5 - Current](#)

[Title 5 - Red-lined Version](#)

[Title 5 - Proposed Clean Version](#)

ITEM 8A

**TITLE 5 - SANITATION**

**CHAPTER 1. GENERAL**

**ARTICLE 1 - PURPOSE AND SCOPE**

**5-1.101**      **PURPOSE**

In addition to providing for the terms and conditions of District sewer service, this title is also enacted for the purpose of establishing pretreatment regulations. The general pretreatment regulations and the national pretreatment policies are intended to: Prevent the introduction of pollutants into the District's treatment facilities which will interfere with the operation of the facilities or contaminate the sewage sludge; prevent the introduction of pollutants into the facilities which pass through the treatment works into receiving waters, the atmosphere, or otherwise be incompatible; and improve the feasibility of recycling and reclaiming waste waters and sludge resulting from waste water treatment.

**5-1.102**      **SCOPE**

(a) This title shall apply to the collection, treatment, and disposal of all wastes delivered directly or indirectly through collector sewers, into the trunk sewers of the District; to the tapping of the connection to said trunk sewers and the authority therefor; to the issuance of permits and the collection of fees therefor; to the imposition and collection of fees to pay the cost of checking plans, inspecting construction and providing "as-built" plans of the facilities permitted hereunder; and to providing penalties for violation of any of the provisions hereof.

(b) The District operates and maintains trunk sewers and treatment and disposal works. In most cases, a sanitation customer is connected to the District's trunk sewer through a collector sewer owned, operated and maintained by the Los Angeles County Consolidated Sewer Maintenance District. Accordingly, the "County of L.A. 1984 Plumbing Code Title 28 of the L.A. County Code, Ordinance No. 2269", as amended, and the "Sanitary Sewer and Industrial Waste Section, Title 20 of the Los Angeles County Code, Ordinance No. 6130", as amended, insofar as they do not conflict with the provisions set forth herein, are hereby adopted by this reference.

## ARTICLE 2 - DEFINITIONS

### 5-1.201 DEFINITIONS: GENERAL

The definitions in this Article shall govern the construction of this title and any permits issued hereunder, unless otherwise apparent from the context.

### 5-1.202 ADMINISTRATIVE AUTHORITY

"Administrative Authority" is the individual official, board, department or agency, established and authorized by a state, county, city or other political subdivision to administer and enforce the provisions of a plumbing code and/or a Sanitary Sewer and Industrial Waste Ordinance, as adopted or amended.

### 5-1.203 APPLICANT

"Applicant" is a person requesting sanitation service from the District.

### 5-1.204 BIOCHEMICAL OXYGEN DEMAND or B.O.D.

"Biochemical Oxygen Demand" or "B.O.D." is the demand of the waste discharge as determined by standard methods.

### 5-1.205<sup>1</sup> CLASSES OF SERVICE

(a) **Single Family Class** – A single family residential dwelling or a multi-family residential dwelling unit served by a dedicated water meter.

(b) **Multi Family Class** – A multi-family residential dwelling complex served by a single water meter.

(c) **Class 1** -- "Class 1 Discharger" or "Class 1" refers to any nonresidential discharger who discharges sewage containing not more than 235 mg/L B.O.D. and 282 mg/L S.S. on an average daily basis. Light industrial users and commercial users, such as schools and offices, are presumed to be Class 1 Dischargers; however, dischargers in this class must demonstrate that the discharge does not and will not exceed the stated limits. In relation to the single family class customer, a Class 1 Discharger has a strength factor of 62 percent.

(d) **Class 2** -- "Class 2 Discharger" or "Class 2" refers to any nonresidential discharger who discharges sewage containing more than 235 mg/L B.O.D. and 282 mg/L S.S. but less than 635 mg/L B.O.D. and 415 mg/L S.S. on an average daily basis. Moderate industrial users and commercial users such as shopping centers and gas stations are presumed to be Class 2 Dischargers; however, dischargers in this class must demonstrate that the discharge does not and will not exceed the stated limits. In relation to the single family class customer, a Class 1 Discharger has a strength factor of 106 percent.

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<sup>1</sup> Amended by Ord. No. 09-07-252, adopted on Sep 25, 2007. (Note: Sections 5-1.206 through 5-1.2009 are deleted in their entirety.)



(e) **Class 3** -- "Class 3 Discharger" or "Class 3" refers to any nonresidential discharger who discharges sewage containing more than 635 mg/L B.O.D. and 415 mg/L S.S. but less than 1000 mg/L B.O.D. and 700 mg/L S.S. on an average daily basis. Moderately heavy industrial users and commercial users such as restaurants, markets and mortuaries are presumed to be Class 3 Dischargers; however, dischargers in this class must demonstrate that the discharge does not and will not exceed the stated limits. In relation to the single family class customer, a Class 1 Discharger has a strength factor of 160 percent.

(f) **Class 4** -- "Class 4 Discharger" or "Class 4" refers to any industrial waste permittee or others discharging wastes who discharge sewage containing more than 1000 mg/L B.O.D. and 700 mg/L S.S. on an average daily basis and/or sewage quality or flow or other factors of waste discharge that will adversely affect the sewage transmission lines, treatment or disposal processes. Industrial users are in this category.

**5-1.210**      **COLLECTOR SEWER**

"Collector Sewer" or "branch sewer" means a public sewer or system of public sewers which receives sewage from a relatively small area and discharges into a trunk sewer. Normally, a collector sewer is not owned and maintained by the District.

**5-1.211**      **CUSTOMER**

"Customer" means a person receiving sanitation service from the District.

**5-1.212**      **DOMESTIC SEWAGE**

"Domestic Sewage" means the liquid and waterborne wastes derived from, or equivalent to, that of a single family residential dwelling unit and which are of such a character as to permit satisfactory disposal, without special treatment, into the service lateral.

**5-1.213<sup>2</sup>**      **EQUIVALENT RESIDENTIAL UNIT OR ERU**

"Equivalent Residential Unit" or "ERU" refers to a residential unit of any size, or 25 plumbing fixture units, as defined in the Uniform Plumbing Code, discharging into the sewer.

**5-1.214**      **IMPROVEMENT DISTRICT**

"Improvement District" means a sanitation improvement district of the District.

**5-1.215**      **INDUSTRIAL WASTE**

"Industrial Waste" means any and all waste substances, liquid or solid, except domestic sewage and including, but not limited to, radioactive wastes and explosives, noxious, toxic, or corrosive gases or liquids when present in the sewage system. Class 2, 3, 4 and 5 dischargers are presumed to deposit industrial wastes.

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<sup>2</sup> Amended by Ord. No. 09-07-252, adopted on Sep 25, 2007.

**5-1.216      INDUSTRIAL WASTE CONNECTION**

"Industrial Waste Connection" is the connection between an industrial waste source and a trunk or collector sewer and includes a manhole, or other acceptable testing means, on the lateral so that the District or administrative authority can sample the discharge to the trunk sewer or collector sewer.

**5-1.217      LATERAL SEWER**

"Lateral Sewer" is a sewer which discharges into a branch or other sewer and which has no other common sewer tributary to it.

**5-1.218      SANITATION SERVICE**

"Sanitation Service" means the collection and treatment of sewage and the disposal of effluent and sludge by the District.

**5-1.219      SUSPENDED SOLIDS (S.S.)**

"Suspended Solids" or "S.S." refers to the results of a standard Total Nonfilterable Residue Dried at 103-105 C test as described in Standard Methods.

**5-1.220      SEWAGE UNIT**

"Sewage Unit" refers to one ERU

**5-1.221      TRUNK SEWER**

"Trunk Sewer" means a public sewer, owned and maintained by the District, to which one or more collector sewers are tributary.

**5-1.222      SEWER CONNECTION**

"Sewer Connection" means the connection between a lateral and collector or trunk.

## CHAPTER 2 - COMMENCEMENT OF SERVICE

### ARTICLE 1 - APPLICATION

#### **5-2.101      APPLICATION: GENERAL**

An applicant for sanitation service or for a change in the amount or type of such service shall make request therefor on forms provided by the District, and pay all required fees prior to obtaining a permit from the administrative authority.

#### **5-2.102      APPLICATION: CONTENTS**

Applicants for sanitation service shall provide the following information to the District on forms provided by the District:

- (a) location of property from which sewage will flow;
- (b) owner of property;
- (c) strength of sewage to be discharged;
- (d) duration of discharge;
- (e) quantity of discharge;
- (f) type of user (residential, commercial or industrial);
- (g) nature of business if commercial or industrial; and
- (h) plumbing plans of the proposed facility, commercial or industrial.

#### **5-2.103      APPLICATION: INDUSTRIAL WASTE CONNECTIONS**

Applicants for sanitation service who propose to discharge into a collector sewer owned by the Los Angeles County Consolidated Sewer Maintenance District shall also make application to such agency and present satisfactory evidence to the District that such application has been accepted or the requirements thereof waived by the Maintenance District.

#### **5-2.104      CERTIFICATION AND RECERTIFICATION OF CLASS**

(a) The General Manager shall prepare a list showing the expected discharge classification for various types of uses. The General Manager shall review all applications for sanitation service and determine which class of discharge applies to the applicant.

(b) Any non-residential discharger or applicant who contends that the General Manager's determination of Class does not accurately reflect the quantity or quality of water reaching the sewer may request the General Manager to review his determination by presenting evidence to support such contention. The General Manager may change the classification assigned to the discharger if the discharger can show that the sewage differs significantly and substantially from the sewage for the Class.

ITEM 8A

**5-2.105****FEES: GENERAL**

Applicants for sanitation service shall pay the fees set forth in this Article as a condition for obtaining sanitation service.

## **ARTICLE 2 - FEES AND DEPOSITS**

### **5-2.202 EXISTING LATERAL CONNECTION**

An applicant for service to property or where sewage units are added to an existing lateral sewer which is already connected to the trunk sewer directly or through a collector sewer or otherwise, shall pay: (1) a sewage connection fee, (2) the miscellaneous fees, if any, and (3) make the deposits set forth below.

### **5-2.203 EXISTING COLLECTOR OR TRUNK SEWER**

An applicant for service to property which fronts upon an existing collector or trunk sewer but which is not connected to the collector or trunk sewer shall pay: (1) annexation fees, if the property is not within an improvement district; (2) a pro rate share of the cost of the trunk sewer, if a main extension refund agreement exists with respect to such trunk sewer; (3) a sewage connection fee; (4) miscellaneous fees, if any; (5) make the deposits, all as set forth below, and (6) construct the necessary lateral sewer.

### **5-2.204 SERVICE FROM NEW SEWER**

(a) An applicant shall pay connection fees and the cost of all improvements necessary to serve the applicant's property, provided: if the sanitation system improvements are identified in the sewage system capital improvement plan, the improvements shall be constructed by the District using connection fees to pay for the cost of design and construction, including debt service. Sanitation system improvements are identified in the current sanitation system capital improvement plan, within the meaning of this section if the improvements are described in the plan or if the improvements are approved by the Board as a substitute for the improvements described in the plan.

(b) If the applicant pays for the cost of a trunk sewer extension to serve the applicant's property, the applicant may enter into a sewer extension refund agreement.

### **5-2.205 ANNEXATION FEES TO IMPROVEMENT DISTRICTS**

Annexation fees to improvement districts, and terms and conditions of such annexation, are set annually by the Board.

### **5-2.206 SEWAGE CONNECTION FEES: SEWAGE UNITS**

Each property to be connected to the sewer system shall pay a sewer connection fee based upon the anticipated sewage flow to be contributed by the property as follows:

(a) Single family residential dwelling shall be deemed to contribute one sewage unit.

(b) Each dwelling unit of an apartment, condominium, town house, trailer park, mobile home park, or similar installation for permanent or semi-permanent residential service shall be deemed to contribute one sewage unit.

(c) Commercial, industrial, institutional, governmental, and other non-residential developments are deemed to have one sewage unit for each 25 plumbing fixture units, as defined in the Uniform Plumbing Code, which discharge into the sewer system. Fractional amounts will be rounded to the next whole number.



**5-2.207<sup>3</sup>      SEWER CAPACITY FEE: U-1 and D**

(a) The owner of lands within sanitation improvement district No. U-1 and D shall pay a capacity fee of \$7,000 per sewerage unit.

(b) U-1 and D sewer capacity fees shall be deposited in a separate capital facilities account, entitled "U-1 and D deferred capacity fee account" to avoid commingling of the fees with other revenue and funds of the district, except for temporary investments and shall be expended solely for the purpose of planning, designing and constructing the sanitation facilities described in the sanitation system capital improvement plan for the Las Virgenes Municipal Water District - Triunfo Sanitation District Joint Venture designated to serve Sanitation Improvement District No. U-1 and D.

(c) U-1 and D sewer capacity fees shall be transferred from the U-1 and D deferred capacity fee account to the district sanitation construction fund when the above-described funds are appropriated to perform the work, the work is performed, when a certificate of occupancy is issued, or on the date of final inspection, whichever occurs first.

(d) Upon written request, the sewer capacity fee to be paid by a public agency for service to tax exempt property shall be reduced by the amount of the fee attributable to the cost of capital facilities.

**5-2.208<sup>4</sup>      SEWER CAPACITY FEE: U-2**

(a) The owner of lands within Sanitation Improvement District U-2 shall pay a sewer capacity fee of \$7,000 per sewerage unit.

(b) U-2 sewer capacity fees shall be deposited in a separate capital facilities account, entitled "U-2 deferred capacity fees account" to avoid commingling of the fees with other revenue and funds of the district, except for temporary investments and shall be expended solely for the purpose of planning, designing and constructing the sanitation facilities described in the sanitation system capital improvement plan for the Las Virgenes Municipal Water District - Triunfo Sanitation District Joint Venture designated to serve Sanitation Improvement District U-2; and for the purpose of acquiring capacity in the sewage system operated by the City of Los Angeles, and conducting sewage to the point of discharge to the City.

(c) U-2 sewer capacity fee shall be transferred from the U-2 deferred capacity fees account to the district sanitation construction fund when the above-described funds are appropriated to perform the work, the work is performed, when a certificate of occupancy is issued, or on the date of final inspection, whichever occurs first.

(d) Upon written request, the sewer capacity fee to be paid by a public agency for service to tax exempt property shall be reduced by the amount of the fee attributable to the cost of capital facilities.

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<sup>3</sup>Amended by Ordinance No. 7-93-209 and 9-94-218, 10-03-243

<sup>4</sup>Amended by Ordinance No. 7-93-209 and 9-94-218, 10-03-243

**5-2.208A<sup>5</sup>****SEWAGE CONNECTION FEES: U-3 AND ID-B**

(a) The owner of lands within sanitation improvement district No. U-3 shall pay a connection fee of \$3,900 per sewerage unit.

(b) The owner of lands within sanitation improvement district No. B shall pay a connection fee of \$3,900 per sewerage unit.

(c) U-3 connection fees shall be deposited in a separate capital facilities account, entitled "U-3 connection fee account", to avoid commingling of the fees with other revenue and funds of the District, except for temporary investments and shall be expended solely for the purpose of planning, designing and constructing the sanitation facilities described in the sanitation system capital improvement plan for Sanitation Improvement District No. U-3.

(d) ID-B connection fees shall be deposited in a separate capital facilities account, entitled "ID-B connection fee account", to avoid commingling of the fees with other revenue and funds of the District, except for temporary investments and shall be expended solely for the purpose of planning, designing and constructing the sanitation facilities described in the sanitation system capital improvement plan and for Sanitation Improvement District No. B.

(e) U-3 and ID-B connection fees shall be transferred from the U-3 and ID-B connection fee account to the construction fund when the above-described work funds are appropriated to perform the work, the work is performed, when a certificate of occupancy is issued or on the date of final inspection, whichever occurs first.

(f) Sewer service to owners of land within sanitation improvement district Nos. U-3 and B is provided through the City of Los Angeles. The applicant for such service shall obtain the consent of the City of Los Angeles for a District outlet to the City of Los Angeles sanitation system and pay a connection fee deposit as shown herein for each sewerage unit depending upon the sanitation improvement district within which the property is located.

(g) Upon written request, the sewer connection fees to be paid by a public agency for service to tax exempt property shall be reduced by the amount of the fee attributable to the cost of capital facilities.

**5-2.209****SEWAGE CONNECTION FEES: ADDED FEES**

(a) When the number of sewage units connected to a particular lateral permanently increases, the property owner shall pay an additional sewage connection fee based upon the number of ERU's added to the system.

(b) Upon discovery of an unauthorized sewer connection by the District, the property owner shall pay a sewage connection fee at the rate existing as of the date of the connection. Unless the property owner presents clear and convincing evidence as to the date of the unauthorized connection, it shall be presumed that the connection was made as of the date of discovery.

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<sup>5</sup>Amended by Ordinance No. 7-93-209

(c) From time to time, interim agreements are entered into between the City of Los Angeles and the District to provide for sewage disposal from certain areas within sanitation improvement districts U-3 and B. The District cannot approve sewer plans for property within sanitation improvements districts U-3 or B until an outlet is assured. The applicant shall obtain the consent of the City of Los Angeles for a District outlet and when such assurances have been obtained, the applicant shall pay the connection charge to the District for each sewerage unit sought to be connected.

**5-2.210 CONNECTION FEES: CHANGES IN AMOUNT**

Sewer connection fees may be changed at any time in accordance with this ordinance and state law. An applicant shall pay the connection fees existent when service commences regardless of when the connection fees are deposited or paid, except those connection fees paid after June 22, 1978 and before March 26, 1990. As used herein, "service commences" for a new or additional ERU when the applicant's property can be connected to the trunk or collector sewer and monthly sewage service charges are paid.

**5-2.211 ASSURANCES OF SERVICE**

When an applicant desires assurances that sanitation service will be provided by the District at a future date, such assurances will be given only if the applicant agrees to be bound by District regulations, including regulations for the payment of connection fees, existent when service commences and the applicant makes financial arrangements to pay connection fees in the future by depositing cash with the District and entering into a deposit agreement.

**5-2.212 TRANSFER OF RIGHT TO RECEIVE SERVICE**

If the number of sewage units applicable to the temporary facilities is more than the number of sewage units applicable to the permanent facilities, then no additional sewage connection fees shall be assessed and connection charges applicable to such excess sewage fees shall be refunded to the property owner at the rate existent as of the date of connection to the temporary facilities.

When the right to service is transferred from temporary to permanent facilities and the number of sewage units applicable to the temporary facilities is less than the number of sewage units to be provided to the permanent facility, then the property owner shall, in addition to the other fees and charges set forth herein, pay an additional sewage connection fee(s) based upon the number of additional sewage units, or portions thereof, at the rate existent as of the date of the transfer.

**5-2.213 TRANSFER OF RIGHT: CONDITIONS**

A property owner who has the right to receive sanitation service for temporary facilities on a particular parcel of land may transfer that right to permanent facilities located on another parcel of land, provided, all the following are met:

- (a) The property owner has paid all applicable fees and charges for service to the temporary facilities.
- (b) The property owner has paid all applicable fees and charges for service to the temporary facilities.

ITEM 8A

(c) The property owner pays to the District all expenses incurred by the District in providing service to the new site including but not limited to expenses incurred in providing additional materials, inspection or coring, if required.

(d) The property owner demonstrates to the satisfaction of the District that service to the temporary facilities has been discontinued, sealed and capped and that later service to the temporary site will not occur unless a subsequent application for service is made and applicable rates, fees and charges are paid.

**5-2.214** Section 5-2.214 of Ordinance No. 11-86-161 is hereby repealed by Ordinance No. 8-91-196.

**5-2.215** **MISCELLANEOUS**

An applicant shall pay the following miscellaneous fees, when applicable, in addition to the foregoing.

(a) In those cases where a collector sewer is constructed pursuant to a so-called "private contract" or pursuant to the ordinances and regulations of the County of Los Angeles, the project proponent shall pay to the District a fee to cover the cost of reviewing the plans and specifications for the sewer improvements.

(b) Sewer connection installation and inspection charges shall be paid whenever a connection to a collector or trunk sewer is required.

(c) Whenever industrial waste must be tested prior to discharge, the proposed discharger shall pay the District's testing costs.

(d) The anticipated amount of the miscellaneous fees described above shall be deposited prior to commencement of work by the District. Refund of any excess deposit shall be made upon completion of the work.

**5-2.216** **CONNECTION FEES: DEPOSIT AGREEMENT**

(a) An applicant who does not desire or is not required to make a cash deposit for connection fees shall enter into a deposit agreement.

(b) The General Manager shall present a form of the deposit agreement to the Board for approval.

(c) The deposit agreement shall be recorded and constitute a lien against the property for which service is sought.

**5-2.217** **DEPOSITS: MISCELLANEOUS**

(a) Whenever a deposit is required to cover the cost of miscellaneous jobs to be performed by the District, the General Manager shall establish the amount of deposit by estimating the District's cost of providing the materials, equipment or services for which the deposit is made. The deposit shall be tendered to the District before any work is undertaken by the District. The amount of deposit may be increased by order of the General Manager if it appears that the original estimate is inadequate. If the applicant fails to increase the amount of deposit when requested by the General Manager in writing to

do so, then work on the project by the District shall cease. At the conclusion of the project, the General Manager shall refund any amounts deposited in excess of costs incurred.

(b) If the applicant abandons the construction of the improvements, or the recording of a subdivision for which installation and connection charges were paid, the installation and connection charges shall be refunded, with interest, to the applicant upon the applicant's written request, provided, if the facilities necessary to serve the applicant's property have been installed or direct expenses incurred by the District toward such service installation, the refund permitted under this Section shall be reduced by the amount of such expenditure.

(c) Connection fees paid prior to June 22, 1978, will be considered as a deposit toward the fee or charge which exists at the time service commences. Connection fees paid on or after June 22, 1978, but before March 26, 1990, shall be considered full payment of the fee existent at the time service commences except in U-3 and ID-B, where the fees are specified to be deposits only.



**CHAPTER 3 - CONDITIONS OF SERVICE****ARTICLE 1 - GENERAL****5-3.101 LANDS ELIGIBLE: GENERAL**

The following lands are eligible for sewer service:

(a) Those lands lying within the boundaries of a sanitation improvement district shall be eligible to discharge, deposit or dispose of wastes into the trunk sewers of the District.

(b) Those lands lying outside of the District, but within the boundaries of another governmental agency, may be eligible to discharge sewage into District trunk sewers, provided there exists a contract with said governmental agency which provides that said governmental agency contribute equitably to the improvement district costs.

**5-3.102 LANDS ELIGIBLE: ANNEXATION TO AN IMPROVEMENT DISTRICT**

Territory within the District may be annexed to and become a part of an improvement district, and thereby become eligible for the benefits thereof and subject to the liabilities thereof, and subject to the terms and conditions of such annexation as theretofore determined by resolution of the Board.

**5-3.103 LANDS ELIGIBLE: CONTRACT WITH ANOTHER AGENCY**

From time to time, interim agreements are entered into between the City of Los Angeles and the District, providing for sewage disposal from certain separate areas within U-2, U-3 or B of the District. The District cannot approve sewer plans for property within I.D. U-3 or B until an outlet is assured. The applicant for a sewage connection within U-3 or B shall obtain the consent of the City of Los Angeles for a District outlet to provide sewer service for such applicant. When such assurance has been obtained, applicant shall pay the appropriate connection fee to the District for each sewage unit sought to be connected.

## ARTICLE 2 - EXPANSION OF FACILITIES

### **5-3.201      SYSTEM EXPANSION: GENERAL**

(a) The applicant is responsible for providing for the construction of facilities necessary to connect the applicant's sewage disposal system to the trunk sewer. If the applicant's property fronts upon a trunk sewer or a collector sewer connected to a trunk sewer, then a lateral connection can be made without the extension of facilities. However, if the applicant's property does not front upon a trunk sewer or a collector sewer connected to a trunk sewer, then the applicant shall provide for the construction of a trunk sewer extension or a collector sewer extension to connect to a trunk sewer. This article describes the possible methods of financing such expanded facilities.

(b) The applicant is also responsible for insuring that all such extended facilities are constructed and connected to the trunk sewer in accordance with District requirements. This Article also describes the District's design and construction standards.

### **5-3.202      FINANCING SYSTEM EXPANSION: TRUNK SEWERS**

(a) If an applicant is required to provide for construction of a trunk sewer in order to obtain sanitation service and the trunk sewer is a part of an improvement plan adopted by an improvement district, the District shall pay for the cost of design and construction if improvement district bond funds are available for such purpose and if the Board determines that it is in the best interest of the improvement district to construct such facilities with bond funds at the time of the application.

(b) If an applicant is required to provide for the construction of a trunk sewer without the use of bond funds and if the trunk sewer will be capable of servicing more than one parcel of land, the District may enter into a main extension refund agreement with the applicant whereby the applicant shall bear the entire cost of the design and construction of the facilities and the District shall collect a pro rata share of the cost of such facilities from other applicant's for service to other property fronting the trunk sewer and remit the same to the original applicant when so collected. The form of the main extension refund agreement shall be, from time to time, approved by the Board. (See Appendix "B".)

(c) If the applicant is required to provide for the construction of a trunk sewer without the use of improvement district bond funds and if the trunk sewer will be capable of serving more than one parcel of land, the District may allow the formation of an assessment district in lieu of entering into a main extension refund agreement.

(d) Nothing herein contained shall require the District to allow improvement district or assessment district bond funds to construct a trunk sewer or enter into a main extension refund agreement.

### **5-3.203      FINANCING SYSTEM EXTENSIONS: COLLECTOR SEWERS**

An applicant who is required to provide for the construction of a collector sewer in order to obtain sanitation service shall finance the cost of such facilities without District participation. Such construction will be administered by the administrative authority.

**5-3.204            DESIGN AND CONSTRUCTION STANDARDS: GENERAL**

Pipelines and appurtenances which are constructed to deposit industrial waste or domestic sewage into the District's trunk sewers shall not be connected to the District's trunk sewers unless said pipelines and appurtenances are designed and constructed in accordance with applicable District standards and administrative authority standards.

**5-3.205            DESIGN & CONSTRUCTION STANDARDS:  
LATERAL CONNECTIONS TO A TRUNK SEWER**

(a) Laterals shall be installed as shown on the District's standard specifications. No additional laterals shall be attached to any sewer connection, nor shall laterals be extended to collect other sewage discharges without prior approval of the District and the local sewerage authority; and any person making such unauthorized lateral extension or additions shall be subject to immediate disconnection, in addition to the liability incurred for other expenses and charges, as hereinafter set forth.

(b) A gas trap shall be installed in each lateral connection attached to a trunk sewer, between the sewer and any vents installed on the property, and the trap shall be maintained at the expense of the owner of the lateral.

(c) Sewer connections shall be made only at points on trunk sewers approved by the General Manager. Such connections shall be installed by the District at the applicant's expense and in accordance with the standard specifications of the District and of the agency having jurisdiction of the street containing the trunk sewers.

(d) The applicant shall make the excavation in accordance with the District's standard specifications, and notify the District at least forty-eight hours in advance of the commencement of the excavation. The District shall also be notified of the completion of the lateral attachment to the connection in order that an inspection may be made prior to backfill of the trench for the lateral sewer.

**5-3.206            DESIGN AND CONSTRUCTION STANDARDS:  
COLLECTOR CONNECTIONS TO A TRUNK SEWER**

(a) Collector sewers shall be connected to District trunk sewers only at locations and in the manner specified by the General Manager. All such collector sewer connections shall be constructed in accordance with District specifications.

(b) Plans and specifications of collector sewers and connections to trunk sewers, shall be prepared by a registered Civil Engineer, and be submitted to the District prior to construction. If the collector sewer system and the connection conforms with all of the requirements of the District, the Chief Engineer shall so certify upon the plans. Two sets of approved plans of the collector sewer system and the connection shall be submitted to the District prior to construction. Additionally, one complete set of plans corrected for as-built conditions shall be submitted to the District prior to acceptance of the connection by the District. The connection shall remain plugged until said acceptance. Chimneys may be plugged at their upper end rather than at the connection.

(c) The District shall inspect the actual work of making a collector sewer connection, and for that purpose must be given at least forty-eight hours notice prior to commencement of such work. The District must be notified of the completion of such work in order that inspection may be made prior to approval thereof and its acceptance by the District.

(d) The collector sewer, up to the point where it joins the connection at the trunk sewer, shall be dedicated to the County of Los Angeles, Department of County Engineers, Sanitation Division, or the appropriate governmental agency. No additional collector sewers shall be connected to any collector sewer connection or collector sewer system without prior approval of the District.

(e) The collector sewer connection, including any required manhole, shall be dedicated to the District.

**5-3.207**

**DESIGN AND CONSTRUCTION STANDARDS: ADDITIONAL  
REQUIREMENTS FOR INDUSTRIAL WASTE CONNECTIONS**

(a) Industrial waste connections shall be made on trunk sewers or collector sewers only at locations and in the manner specified by the Chief Engineer or Administrative Authority.

(b) Plans and specifications shall be prepared, submitted, reviewed and certified for in the same manner as for collector connections to a trunk sewer.

(c) Industrial waste systems and laterals must, for the purpose of control, be separated from domestic systems and laterals. This may be accomplished at a manhole or other appropriate inspection facility with a common lateral then discharging to the industrial waste connection.

**CHAPTER 4 - CONTINUATION OF SERVICE**

**ARTICLE 1 - RATES: TIME AND MANNER OF PAYMENT**

**5-4.101      GENERAL**

Sanitation service shall be provided by the District for so long as the customer pays the rates, fees and charges set forth herein and otherwise complies with the provisions of this Chapter.

**5-4.102<sup>6</sup>      RESIDENTIAL SERVICE CHARGES**

- (a) Each customer assigned to the Single and Multi-Family Class shall pay a bi-monthly service charge to offset the cost of collection, treatment, and disposal of sewage and administrative cost.
- (b) Service charge shall be based on the average winter water use from December 1 to March 31 for Single Family Class.
- (c) Service charge applies for all billing periods until changed by (b) above.
- (d) The 10% discount based on bimonthly potable water use is rescinded.

	<b>Winter Water Use (hcf)</b>	<b>1/1/2013</b>	<b>FY 13/14</b>	<b>FY 14/15</b>
Single-Family	10 or less	\$ 74.31	\$ 74.31	\$ 75.80
	11	80.02	80.02	81.63
	12	85.73	85.73	87.45
	13	91.44	91.44	93.27
	14	97.15	97.15	99.10
	15	102.86	102.86	104.92
	16 or more	108.56	108.56	110.74
Multi-Family	n/a	\$ 68.59	\$ 68.59	\$ 69.97

<sup>6</sup> Amended by Ord. No. 11-12-270 on Nov 13, 2012, drafted by LV.

**5-4.103<sup>7</sup> NON-RESIDENTIAL SERVICE CHARGES**

(a) Each non-residential sewer customer shall pay a bi-monthly account charge to offset the cost of administering the customer's account as follows:

	<b>Commencing with meter reads on or after:</b>		
	1/1/2013	FY 13/14	FY 14/15
Account Service Charge	\$17.21	\$17.21	\$17.56

(b) The bi-monthly service charge for non-residential developments shall be based upon the quality and quantity of water reaching the sewer. The rate charged will be computed as follows commencing with meter reads on or after:

	<b>Minimum Bi-Monthly Sewer Charge per ERU</b>	<b>Sewer Charge Per 100 Cubic Feet of Water Delivered In Excess of:</b>				<b>Class 4</b>
		<b>29.5 HCF/ERU Class 1</b>	<b>17.3 HCF/ERU Class 2</b>	<b>11.4 HCF/ERU Class 3</b>		
1/1/2013	\$91.35	\$3.10	\$5.29	\$8.02	As Determined By the General Manager	
1/1/2014	\$91.35	\$3.10	\$5.29	\$8.02		
1/1/2015	\$93.18	\$3.16	\$5.39	\$8.18		

<sup>7</sup>Amended by Ord. No. 11-12-270 on Nov 13, 2012, drafted by LV.



**5-4.104 SEWER SERVICE CHARGES: CLASS 5**

Industrial waste permittees, or others discharging wastes with a high B.O.D., suspended solids content, quality or flow or other factors of waste discharge that affect the sewage transmission, the sewers, treatment or disposal, will be charged in proportion to the relative strength of the waste, as determined by appropriate examination procedures. All costs of such tests shall be borne by the permittee.

**5-4.105 SEWER SERVICE CHARGES: BILLING**

(a) Sewer service charges shall be billed, due, payable, delinquent and/or discontinued in a manner similar to and at the time or times of regular water accounts of the District.

(b) In the case of a sewer connection where water is not being supplied directly by the District, billings of sewer service charges shall be billed, due, payable and delinquent in the same manner as water accounts, but service charges shall continue to accrue until the sewer connection is physically removed. Such sewer connections, where water is not supplied by the District, shall become subject to removal and disconnection 45 days following the date of delinquency of any unpaid sewer service charge. Sewer connections which have been removed shall not be reinstalled until all delinquent charges have been paid to the District along with costs of removal and reinstallation including District overhead, with a minimum charge of \$25.00.

**5-4.106 SEWER SERVICE CHARGES: BILLING: PRORATION**

Bills for sewer service for periods of time less than two months shall be prorated on the basis of a 60 day bi-monthly billing period.

**5-4.107 SEWER SERVICE CHARGES: BILLING: PREVIOUSLY UNAUTHORIZED CONNECTIONS**

In addition to the other charges specified herein, upon discovery of an unauthorized sewer connection, the property owner shall pay to the District sewer service charges accruing from the date of connection to the date of discovery and thereafter. For the purposes of this section, the date of connection shall be the date determined pursuant to Chapter 2, Article 2. The amount of accrued monthly sewer service charges shall be based on the sewer service rates existing as of the date of discovery.

**ARTICLE 2 - USAGE**

**5-4.201<sup>8</sup>      USAGE: GENERAL**

(a) No connection of any nature shall be made nor permitted to the trunk sewers which will admit wastes which do not comply in all respects to the discharge and waste requirements of this title.

(b) No person shall knowingly discharge or deposit or allow discharge or deposit into trunk sewers of solids or fluids which create nuisances, such as offensive odors, are a menace to public health, or are detrimental to the functioning of said trunk sewer or to the treatment and disposal facilities and processes of the District. The Director of Operations shall be consulted prior to the discharge or deposit of wastes other than those of a sanitary nature derived from the ordinary living processes, or of such character so as to permit satisfactory disposal without special treatment.

**5-4.202<sup>9</sup>      USAGE: PROHIBITED DISCHARGES AND WASTES**

The following discharges and wastes are prohibited from introduction into the trunk sewers:

(a) Brines, including brines produced in the regeneration of water softeners shall not be discharged into the trunk sewers without a permit from the Director of Operations.

(b) Uncontaminated cooling water shall not be discharged into the trunk sewers.

(c) No persons shall discharge or cause to be discharged any rainwater, storm water, groundwater, street drainage, subsurface drainage, yard drainage, including evaporative type air cooler discharge water, and to any sewage facility which is directly or indirectly connected to the sewage facilities of the District.

**5-4.203      USAGE: DISCHARGES REQUIRING SPECIAL PERMITS: GENERAL**

(a) No person shall discharge or cause to be discharged any rainwater, storm water, groundwater, street drainage, subsurface drainage, yard drainage, including evaporative type air cooler discharge water, and to any sewage facility which is directly or indirectly connected to the sewage facilities of the District.

(b) Swimming pool waste water discharges are limited to the hours of twelve midnight to six a.m., and are further subject to the limitations contained in the permit.

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<sup>8</sup>Amended by Ordinance 6-93-207

<sup>9</sup>Amended by Ordinance 9-93-211

(c) Cesspool or septic tank pump trucks discharging into District facilities, are subject to the limitations contained in such permit, provided, in no event shall the contents of cesspools or septic tanks located outside the boundaries of sanitation improvement districts No. U-1 or U-2 be accepted for discharge into District facilities. At the discretion of the Director of Operations, industrial waste permits and/or County Health Department Permits shall first be obtained by applicant.

(d) A person discharging, or proposing to discharge industrial wastes to the trunk sewers shall obtain a permit therefor from the County Engineer if the Director of Operations determines that said permit is required under the "Sanitary Sewer and Industrial Waste Ordinance", No. 6130, as amended, of the County of Los Angeles.

**5-4.204** <sup>10</sup>

**INDUSTRIAL WASTES: LIMITATIONS**

Each request for a permit to discharge industrial wastes to the trunk sewer shall be subject to review and approval of the Director of Operations. Each industrial waste discharge will be considered individually, giving due consideration to its effect upon the trunk sewers and the treatment and disposal facilities and processes of the District. In addition to limitations on industrial wastes as may be imposed by the County Engineer pursuant to the issuance of a permit, the following general limitations shall apply to all industrial wastes discharged to the trunk sewers:

(a) Material which will settle out in the sewers, such as sand or metal filings, shall not be discharged to the sewers. Waste waters containing such materials must be passed through sand traps or other suitable structures, properly designed and maintained by the permittee, before discharge to the sewer.

<sup>11</sup>(b) Oils and greases shall not be discharged to the sewer system in concentrations greater than 100 mg/l.

(c) Unreasonable or unnecessarily large amounts of suspended solids shall not be discharged into the sewer.

<sup>12</sup>(d) Pollutants, including oxygen demanding pollutants (BOD etc.) shall not be discharged into the sewer at flow rates or concentrations that will cause interference with the Water Reclamation Facility or enhance the formation of excessive sulfides in the collection system.

(e) Wastes of strong odors, such as mercaptans, shall not be discharged into the sewer.

(f) Dissolved sulfides in wastes discharged into the sewer shall not exceed a concentration of 0.1 pH.

(g) Acids shall not be discharged into the sewer unless neutralized to a pH value of 6 or above. Highly alkaline wastes will usually be accepted, except where they may cause incrustation of sewers. Nitric acid requires special consideration; the Director of Operations shall be consulted prior to making such discharges.

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<sup>10</sup>Amended by Ordinance 6-93-207

<sup>11</sup>Amended by Ordinance 6-93-207

<sup>12</sup>Amended by Ordinance 6-93-207

<sup>13</sup>(h) Pollutants which result in the presence of toxic gases, vapors or fumes in quantities that could endanger worker health and safety in the collection system or Water Reclamation system shall not be discharged.

(l) Contaminated cooling water blow down, or bleed, from cooling towers or other evaporative coolers and when cooling is done by using only heat exchange, without utilizing evaporative cooling, the waste water shall not be discharged to the sewer.

(j) Industries shall segregate sewage and industrial wastes from roof and yard run-off. Roof and yard run-off shall not be discharged to the sewer.

<sup>14</sup>(k) The temperatures of discharges shall not exceed 140 degrees Fahrenheit (60 degrees Celsius). Where the quantity of discharge represents a significant portion of the flow in a particular sewer, it may be necessary to lower the temperature further.

(l) Chemical solutions containing nitric acid or salts thereof in concentrations above 5% by weight, and volumes in excess of 300 gallons shall not be discharged into the sewer. Industries desiring to dispose of such wastes may consult the District as to permissible disposal methods.

<sup>15</sup>(m) Wastes containing boron, fluorides, chlorides and sodium or potassium or other dissolved solids which will cause the effluent of the District's treatment facilities to exceed the requirements of the Regional Water Quality Control Board shall not be discharged into the District's sewers.

<sup>16</sup>(n) Pollutants that could create a fire or explosion hazard in the sewers or treatment facility shall not be discharged. This includes, but is not limited to, discharges with a closed cup flash point of less than 140 degrees Fahrenheit (60 degrees Celsius) using test methods specified in 40 CFR261.21.

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<sup>13</sup>Amended by Ordinance 6-93-207

<sup>14</sup>Amended by Ordinance 6-93-207

<sup>15</sup>Amended by Ordinance 6-93-207

<sup>16</sup>Amended by Ordinance 6-93-207

5-4-205<sup>17</sup>**LOCAL LIMITS**

The following pollutants limits are established to protect against pass-through and interference. No one shall discharge or cause to be discharged any wastewater containing in excess of the following instantaneous maximum allowable discharge limits:

0.05 mg/1	arsenic	(AS)
0.005 mg/1	beryllium	(BE)
0.02 mg/1	cadmium	(CD)
0.07 mg/1	chromium	(CR)
0.30 mg/1	copper	(CU)
0.02 mg/1	cyanide	(CN)
0.20 mg/1	lead	(PB)
0.002 mg/1	mercury	(HG)
0.50 mg/1	nickel	(NI)
0.08 mg/1	silver	(AG)
0.50 mg/1	zinc	(ZN)
0.02 mg/1	selenium	(SE)
100 mg/1	oil and grease	(O&G)
140 deg. F	temperature	
1.5 mg/1	boron	(B)
1.2 mg/1	fluoride	(F)
325 mg/1	sulfate	(SO <sub>4</sub> )
175 mg/1	chloride	(C1)
1000 mg/1	TDS	
0.1 mg/1	sulfide	(H <sub>2</sub> S)

The discharge concentration of any pollutant not specifically listed shall not exceed the Maximum Contaminant Level (MCL) for the pollutant as established by the California Department of Health Services for drinking water.

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<sup>17</sup>Added by Ordinance 6-93-207.

### **ARTICLE 3 - PROTECTIVE MEASURES**

#### **5-4.301      GENERAL**

Each customer shall comply with the provisions of this Article to insure that the collection, treatment and disposal processes are not damaged.

#### **5-4.302      DEFINITIONS**

The following terms are defined for the purposes of this Article unless otherwise apparent from context:

(a) "Act" means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 38 U.S.C. Sections 1251 et seq.

(b) "Administrator" or "Regional Administrator" means the appropriate Environmental Protection Agency Regional Administrator.

(c) "Interference" means inhibition or disruption of the District's sewer system, treatment process or operations which contributes to a violation of any requirement of its National Pollution Discharge Elimination System (NPDES) permit. The term includes prevention of sewage sludge use or disposal by the District's facilities in accordance with Section 405 of the Act, or any criteria guidelines or regulations developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substance Control Act, or more stringent state criteria (including those contained in any state sludge management plan prepared pursuant to Title IV of the Solid Waste Disposal Act) applicable to the method of disposal or use employed by the District's treatment facilities.

(d) "Indirect discharge" means the discharge or introduction of non-domestic pollutants from any source regulated under Section 307(b) or (c) of the Act, into the District's treatment facilities.

(e) "New source" means any source, the construction of which is commenced after the publication of proposed regulations prescribing a Section 307(c) categorical Pretreatment Standard which will be applicable to such source, if such Standard is thereafter promulgated within one hundred twenty (120) days of the proposal in the Federal Register. Where the Standard is promulgated later than 120 days after the proposal, New Source means any source, the construction of which is commenced after the date of promulgation of the Standard.

(f) "Publicly Owned Treatment Works" or "POTW" means a treatment works as defined by Section 212 of the act, which is owned by a state or municipality (as defined by Section 502(4) of the Act). This definition includes any sewers that convey waste water to such a treatment works, but does not include pipes, sewers or other conveyances not connected to a facility providing treatment. The term also means the municipality as defined in Section 502(4) of the act, which has jurisdiction over the indirect discharges to and the discharges from such treatment works.



**5-4.303****NATIONAL CATEGORICAL PRETREATMENT STANDARDS**

Upon promulgation of the Categorical Pre-treatment Standards for a particular industry sub-category, the Federal Standard, if more stringent than the limitations imposed under this ordinance for sources in that sub-category, shall immediately supersede the limitations imposed under this ordinance. The Director of Operations shall notify all affected Users of the applicable requirements under the General Pretreatment Regulations, Solid Waste Disposal Act, and the Act.

**5-4.304****PRETREATMENT COMPLIANCE SCHEDULE**

If additional pretreatment and/or operation and maintenance will be required to meet the Pretreatment Standards, the shortest schedule by which the user will provide such additional pretreatment shall be utilized. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard.

The following conditions shall apply to the schedule:

(1) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, and so forth.

(2) No increment referred to in Paragraph 1 shall exceed nine (9) months.

(3) Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the Director of Operations including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for the delay, and the steps being taken by the user to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the Director of Operations.

**5-4.305****REPORTING REQUIREMENTS FOR PERMITTEE**

(1) Compliance, Date of Report

Within ninety (90) days following the date for final compliance with applicable Pretreatment Standards or, in the case of a New Source, following commencement of the introduction of waste water into POTW, any user subject to pretreatment Standards and Requirements shall submit to the Director of Operations a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by Pretreatment Standards and Requirements and the average and minimum daily flow for those process units in the user facility which are limited by such Pretreatment Standards or Requirements. The report shall state whether the applicable Pretreatment Standards or Requirements are being met on a consistent basis and, if not, what additional operation and maintenance and/or Pretreatment is necessary to bring the user into compliance with the applicable Pretreatment Standards or Requirements. This statement shall be signed by an authorized representative of the user, and certified to by a qualified professional.

(2) Periodic Compliance Reports

(a) Any user subject to a Pretreatment Standard, after the compliance date of such Pretreatment Standard, or, in the case of a New Source, after commencement of the discharge into the POTW, shall submit to the Manager of Water Reclamation Operations during the month of June and December, unless required more frequently in the Pretreatment Standard or by the Director of Operations, the report indicating the nature and concentration of pollutants in the effluent which are limited by such Pretreatment Standards. In addition, this report shall include a report of all daily flows which during the reported period exceeded the average daily flow reported in the paragraph above. At the discretion of the Director of Operations and in consideration of such factors as local high or low flow rates, holidays, budget cycles and so forth, the Director of Operations may agree to alter the monitoring which the above reports are to be submitted.

(b) The Director of Operations may impose mass limitations on users which are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases where the imposition of mass limitations are appropriate. In such cases, the report required by subparagraph (a) of this paragraph shall indicate the mass of pollutants regulated by Pretreatment Standards in the effluent by the users. These reports shall contain the results of sampling and analysis of the discharge, including the flow and nature and concentration, or production and, where requested by the Director of Operations, mass of pollutants contained therein which are limited by the applicable Pretreatment Standards. The frequency of monitoring shall be prescribed in the applicable Pretreatment Standards. All analysis shall be performed in accordance with the procedures established by the Administrator pursuant to Section 304(g) of Act and contained in 40 CFR, Part 136 amendments thereto or with any other test procedures approved by the Administrator. Samplings shall be performed in accordance with the techniques approved by the Administrator.

#### **5-4.306            PUBLIC NOTIFICATION OF VIOLATIONS**

The District shall annually publish, in the largest daily newspaper within the jurisdiction, a list of users which are not in compliance with any Pretreatment Requirements or Standards at least once during the twelve (12) previous months. The notification shall also summarize any enforcement action taken against the user during the same twelve (12) months.

#### **5-4.307            STATE REQUIREMENTS**

State requirements and limitations on discharges apply in any case where they are more stringent than Categorical Standards or this ordinance provided such requirements are adopted as set forth herein.

**5-4.308****MORE STRINGENT LIMITATIONS**

The District reserves the right to establish by ordinance more stringent limitations or requirements on discharges to the waste water disposal system if deemed necessary to comply with the objectives as set forth in this ordinance.

ITEM 8A

**TITLE 5 - SANITATION**

**CHAPTER 1. GENERAL**

**ARTICLE 1 - PURPOSE AND SCOPE**

**5-1.101**      **PURPOSE**

~~In addition to providing for the terms and conditions of District sewer service, this title is also enacted for the purpose of establishing pretreatment regulations. The general pretreatment regulations and the national pretreatment policies are intended to: Prevent the introduction of pollutants into the District's treatment facilities which will interfere with the operation of the facilities or contaminate the sewage sludge; prevent the introduction of pollutants into the facilities which pass through the treatment works into receiving waters, the atmosphere, or otherwise be incompatible; and improve the feasibility of recycling and reclaiming waste waters and sludge resulting from waste water treatment. This Title sets the terms for sanitation service.~~

**5-1.102**      **SCOPE**

(a) ~~This title shall apply to the collection, treatment, and disposal of all wastes delivered directly or indirectly through collector sewers, into the trunk sewers of the District; to the tapping of the connection to said trunk sewers and the authority therefor; to the issuance of permits and the collection of fees therefor; to the imposition and collection of fees to pay the cost of checking plans, inspecting construction and providing "as-built" plans of the facilities permitted hereunder; and to providing penalties for violation of any of the provisions hereof.~~

(b) The District operates and maintains trunk sewers and treatment and disposal works. In most cases, a sanitation customer is connected to the District's trunk sewer through a collector sewer owned, operated and maintained by the Los Angeles County Consolidated Sewer Maintenance District. Accordingly, the ~~regulations of the Sewer Maintenance District "County of L.A. 1984 Plumbing Code Title 28 of the L.A. County Code, Ordinance No. 2269", as amended, and the "Sanitary Sewer and Industrial Waste Section, Title 20 of the Los Angeles County Code, Ordinance No. 6130", as amended, insofar as they do not conflict with the provisions set forth herein, are hereby adopted by this reference.~~



## ARTICLE 2 - DEFINITIONS

### 5-1.201 DEFINITIONS: GENERAL

The definitions in this Article shall govern the construction of this title ~~and any permits issued hereunder~~, unless otherwise apparent from the context.

### 5-1.202 ADMINISTRATIVE AUTHORITY

"Administrative Authority" is the individual official, board, department or agency, established and authorized by a state, county, city or other political subdivision to administer and enforce the provisions of a plumbing code ~~and/or~~ a Sanitary Sewer and Industrial Waste Ordinance, ~~as adopted or amended~~.

### 5-1.203 APPLICANT

"Applicant" is a person requesting sanitation service from the District.

### 5-1.204 BIOCHEMICAL OXYGEN DEMAND or B.O.D.

"Biochemical Oxygen Demand" or "B.O.D." is the demand of the waste discharge as determined by standard methods.

### 5-1.205<sup>1</sup> CLASSES OF SERVICE

(a) **Single Family Class** – A single family residential dwelling or a multi-family residential dwelling unit served by a dedicated water meter.

(b) **Multi Family Class** – A multi-family residential dwelling complex served by a single water meter.

(c) **Class 1** -- "Class 1 Discharger" or "Class 1" refers to any nonresidential discharger who discharges sewage containing not more than 235 mg/L B.O.D. and 282 mg/L S.S. on an average daily basis. Light industrial users and commercial users, such as schools and offices, are presumed to be Class 1 Dischargers; however, dischargers in this class must demonstrate that the discharge does not and will not exceed the stated limits. In relation to the single family class customer, a Class 1 Discharger has a strength factor of 62 percent.

(d) **Class 2** -- "Class 2 Discharger" or "Class 2" refers to any nonresidential discharger who discharges sewage containing more than 235 mg/L B.O.D. and 282 mg/L S.S. but less than 635 mg/L B.O.D. and 415 mg/L S.S. on an average daily basis. Moderate industrial users and commercial users such as shopping centers and gas stations are presumed to be Class 2 Dischargers; however, dischargers in this class must demonstrate that the discharge does not and will not exceed the stated limits. In relation to the single family class customer, a Class 1 Discharger has a strength factor of 106 percent.

<sup>1</sup> Amended by Ord. No. 09-07-252, adopted on Sep 25, 2007. (Note: Sections 5-1.206 through 5-1.2009 are deleted in their entirety.)

(e) **Class 3** -- "Class 3 Discharger" or "Class 3" refers to any nonresidential discharger who discharges sewage containing more than 635 mg/L B.O.D. and 415 mg/L S.S. but less than 1000 mg/L B.O.D. and 700 mg/L S.S. on an average daily basis. Moderately heavy industrial users and commercial users such as restaurants, markets and mortuaries are presumed to be Class 3 Dischargers; however, dischargers in this class must demonstrate that the discharge does not and will not exceed the stated limits. In relation to the single family class customer, a Class 1 Discharger has a strength factor of 160 percent.

(f) **Class 4** -- "Class 4 Discharger" or "Class 4" refers to any industrial waste permittee or others discharging wastes who discharge sewage containing more than 1000 mg/L B.O.D. and 700 mg/L S.S. on an average daily basis and/or sewage quality or flow or other factors of waste discharge that will adversely affect the sewage transmission lines, treatment or disposal processes. Industrial users are in this category.

**5-1.2406**      **COLLECTOR SEWER**

"Collector Sewer" or "branch sewer" means a public sewer or system of public sewers which receives sewage from a relatively small area and discharges into a trunk sewer. Normally, a collector sewer is not owned and maintained by the District.

**5-1.20744**      **CUSTOMER**

"Customer" means a person receiving sanitation service from the District.

**5-1.20842**      **DOMESTIC SEWAGE**

"Domestic Sewage" means the liquid and waterborne wastes derived from, or equivalent to, that of a single family residential dwelling unit and which are of such a character as to permit satisfactory disposal, without special treatment, into the service lateral.

**5-1.20943<sup>2</sup>**      **EQUIVALENT RESIDENTIAL UNIT OR ERU**

"Equivalent Residential Unit" or "ERU" refers to a residential unit of any size, or 25 plumbing fixture units, as defined in the Uniform Plumbing Code, discharging into the sewer.

**5-1.2104**      **IMPROVEMENT DISTRICT**

"Improvement District" means a sanitation improvement district of the District.

**5-1.2115**      **INDUSTRIAL WASTE**

"Industrial Waste" means ~~any and all~~ waste substances, liquid or solid, except domestic sewage and including, but not limited to, radioactive wastes and explosives, noxious, toxic, or corrosive gases or liquids when present in the sewage system. Class 2, 3, 4 and 5 dischargers are presumed to deposit industrial wastes.

<sup>2</sup> Amended by Ord. No. 09-07-252, adopted on Sep 25, 2007.



**5-1.2126**      **INDUSTRIAL WASTE CONNECTION**

"Industrial Waste Connection" is the connection between an industrial waste source and a trunk or collector sewer and includes a manhole, or other acceptable testing means, on the lateral so that the District or administrative authority can sample the discharge to the trunk sewer or collector sewer.

**5-1.2137**      **LATERAL SEWER**

"Lateral Sewer" is a sewer which discharges into a branch or other sewer and which has no other common sewer tributary to it.

**5-1.214**      **MAINTENANCE DISTRICT**

"Maintenance district" means the Consolidated Sewer Maintenance District of Los Angeles County.

**5-1.2158**      **SANITATION SERVICE**

"Sanitation Service" means the collection and treatment of sewage and the disposal of effluent and sludge by the District.

**5-1.21649**      **SUSPENDED SOLIDS (S.S.)**

"Suspended Solids" or "S.S." refers to the results of a standard Total Nonfilterable Residue Dried at 103-105 C test as described in Standard Methods.

**5-1.21720**      **SEWAGE UNIT**

"Sewage Unit" refers to one ERU

**5-1.21824**      **TRUNK SEWER**

"Trunk Sewer" means a public sewer, owned and maintained by the District, to which one or more collector sewers are tributary.

**5-1.21922**      **SEWER CONNECTION**

"Sewer Connection" means the connection between a lateral and collector or trunk.

## CHAPTER 2 - COMMENCEMENT OF SERVICE

### ARTICLE 1 - APPLICATION

#### **5-2.101      APPLICATION: GENERAL**

An applicant for sanitation service or for a change in the amount or type of such service shall make request ~~therefor~~ on forms provided by the District, and pay all ~~required~~ fees prior to obtaining a permit from the administrative authority.

#### **5-2.102      APPLICATION: CONTENTS**

Applicants for sanitation service shall provide the following information ~~to the District on forms provided by the District:~~

- (a) location of property from which sewage will flow;
- (b) owner of property;
- (c) strength of sewage to be discharged;
- (d) duration of discharge;
- (e) quantity of discharge;
- (f) type of user (residential, commercial or industrial);
- (g) nature of business if commercial or industrial; and
- (h) plumbing plans of the proposed facility, commercial or industrial.

#### **5-2.103      APPLICATION: INDUSTRIAL WASTE CONNECTIONS**

Applicants for sanitation service who propose to discharge into a collector sewer owned by the ~~Los Angeles County Consolidated Sewer~~ Maintenance District shall also make application to ~~the Maintenance District~~ ~~such agency~~ and present satisfactory evidence to the District ~~that~~ such application has been accepted or the requirements ~~thereof~~ waived by the Maintenance District.

#### **5-2.104      CERTIFICATION AND RECERTIFICATION OF CLASS**

(a) ~~The General Manager shall prepare a list showing the expected discharge classification for various types of uses.~~ ~~\_\_\_\_\_~~ The General Manager shall review ~~all~~ applications for sanitation service and determine which class of discharge applies to the applicant.

(b) ~~\_\_\_\_\_~~ ~~Any~~ non-residential discharger or applicant who contends ~~that~~ the General Manager's determination of Class does not accurately reflect the quantity or quality of water reaching the sewer may request the General Manager to review ~~the~~ ~~his~~ determination by presenting evidence to support such contention. The General Manager may change the classification assigned to the discharger if the discharger can show that the sewage differs significantly and substantially from the sewage for the Class.

**5-2.105**      **FEES: GENERAL**

~~Applicants for sanitation service shall pay the fees set forth in this Article as a condition for obtaining sanitation service.~~



## ARTICLE 2 - FEES AND DEPOSITS

### 5-2.201 FEES: GENERAL

Applicants for sanitation service shall pay the fees set forth in this Article as a condition for obtaining sanitation service.

### 5-2.202 EXISTING LATERAL CONNECTION

An applicant for service to property or where sewage units are added to an existing lateral sewer which is already connected to the trunk sewer directly or through a collector sewer or otherwise, shall pay: (1) a sewage connection fee, (2) the miscellaneous fees, if any, and (3) make the deposits set forth below.

### 5-2.203 EXISTING COLLECTOR OR TRUNK SEWER

An applicant for service to property which fronts upon an existing collector or trunk sewer but which is not connected to the collector or trunk sewer shall pay: (1) annexation fees, if the property is not within an improvement district; (2) a pro rate share of the cost of the trunk sewer, if a main extension refund agreement exists with respect to such trunk sewer; (3) a sewage connection fee; (4) miscellaneous fees, if any; (5) make the deposits, all as set forth below, and (6) construct the necessary lateral sewer.

### 5-2.204 SERVICE FROM NEW SEWER

(a) ~~\_\_\_~~ An applicant shall pay connection fees and the cost of sanitation system ~~all~~ improvements necessary to serve the applicant's property, provided: if the sanitation system improvements are identified in the sewage system capital improvement plan, the improvements shall be constructed by the District using connection fees to pay for the cost of design and construction, including debt service. Sanitation system improvements are identified in the current sanitation system capital improvement plan, within the meaning of this section if the improvements are described in the plan or if the improvements are approved by the Board as a substitute for the improvements described in the plan.

(b) ~~\_\_\_~~ If the applicant pays for the cost of a trunk sewer extension to serve the applicant's property, the applicant may enter into a sewer extension refund agreement.

### 5-2.205 ANNEXATION FEES TO IMPROVEMENT DISTRICTS

Annexation fees to improvement districts, and terms and conditions of such annexation, are set annually by the Board.

### 5-2.206 SEWAGE CONNECTION FEES: SEWAGE UNITS

Each property to be connected to the sewer system shall pay a sewer connection fee based upon the anticipated sewage flow to be contributed by the property as follows:

(a) ~~\_\_\_~~ Single family residential dwelling shall be deemed to contribute one sewage unit.



(b)–\_\_\_ Each dwelling unit of an apartment, condominium, town house, trailer park, mobile home park, or similar installation for permanent or semi-permanent residential service shall be deemed to contribute one sewage unit.

(c)–\_\_\_ Commercial, industrial, institutional, governmental, and other non-residential developments are deemed to have one sewage unit for each 25 plumbing fixture units, as defined in the Uniform Plumbing Code, which discharge into the sewer system. Fractional amounts will be rounded to the next whole number.

**5-2.207<sup>3</sup>      SEWER CAPACITY FEE: U-1 and D**

(a)–\_\_\_ The owner of lands within sanitation improvement district No. U-1 and D shall pay a capacity fee of \$7,000 per sewerage unit.

(b)–\_\_\_ U-1 and D sewer capacity fees shall be deposited in a separate capital facilities account, entitled "U-1 and D deferred capacity fee account" to avoid commingling of the fees with other revenue and funds of the district, except for temporary investments and shall be expended solely for the purpose of planning, designing and constructing the sanitation facilities described in the sanitation system capital improvement plan for the Las Virgenes Municipal Water District - Triunfo Sanitation District Joint Venture designated to serve Sanitation Improvement District No. U-1 and D.

(c)–\_\_\_ U-1 and D sewer capacity fees shall be transferred from the U-1 and D deferred capacity fee account to the district sanitation construction fund when the above-described funds are appropriated to perform the work, the work is performed, when a certificate of occupancy is issued, or on the date of final inspection, whichever occurs first.

(d)–\_\_\_ Upon written request, the sewer capacity fee to be paid by a public agency for service to tax exempt property shall be reduced by the amount of the fee attributable to the cost of capital facilities.

**5-2.208<sup>4</sup>      SEWER CAPACITY FEE: U-2**

(a)–\_\_\_ The owner of lands within Sanitation Improvement District U-2 shall pay a sewer capacity fee of \$7,000 per sewerage unit.

(b)–\_\_\_ U-2 sewer capacity fees shall be deposited in a separate capital facilities account, entitled "U-2 deferred capacity fees account" to avoid commingling of the fees with other revenue and funds of the district, except for temporary investments and shall be expended solely for the purpose of planning, designing and constructing the sanitation facilities described in the sanitation system capital improvement plan for the Las Virgenes Municipal Water District - Triunfo Sanitation District Joint Venture designated to serve Sanitation Improvement District U-2; and for the purpose of acquiring capacity in the sewage system operated by the City of Los Angeles, and conducting sewage to the point of discharge to the City.

(c)      U-2 sewer capacity fee shall be transferred from the U-2 deferred capacity fees account to the district sanitation construction fund when the above-described funds are

<sup>3</sup>Amended by Ordinance No. 7-93-209 and 9-94-218, 10-03-243

<sup>4</sup>Amended by Ordinance No. 7-93-209 and 9-94-218, 10-03-243



appropriated to perform the work, the work is performed, when a certificate of occupancy is issued, or on the date of final inspection, whichever occurs first.

(d) Upon written request, the sewer capacity fee to be paid by a public agency for service to tax exempt property shall be reduced by the amount of the fee attributable to the cost of capital facilities.

**5-2.2098A<sup>5</sup> SEWAGE CONNECTION FEES: U-3 AND ID-B**

(a) \_\_\_ The owner of lands within sanitation improvement district No. U-3 shall pay a connection fee of \$3,900 per sewerage unit.

(b) \_\_\_ The owner of lands within sanitation improvement district No. B shall pay a connection fee of \$3,900 per sewerage unit.

(c) \_\_\_ U-3 connection fees shall be deposited in a separate capital facilities account, entitled "U-3 connection fee account", to avoid commingling of the fees with other revenue and funds of the District, except for temporary investments and shall be expended solely for the purpose of planning, designing and constructing the sanitation facilities described in the sanitation system capital improvement plan for Sanitation Improvement District No. U-3.

(d) \_\_\_ ID-B connection fees shall be deposited in a separate capital facilities account, entitled "ID-B connection fee account", to avoid commingling of the fees with other revenue and funds of the District, except for temporary investments and shall be expended solely for the purpose of planning, designing and constructing the sanitation facilities described in the sanitation system capital improvement plan and for Sanitation Improvement District No. B.

(e) \_\_\_ U-3 and ID-B connection fees shall be transferred from the U-3 and ID-B connection fee account to the construction fund when the above-described work funds are appropriated to perform the work, the work is performed, when a certificate of occupancy is issued or on the date of final inspection, whichever occurs first.

(f) \_\_\_ Sewer service to owners of land within sanitation improvement district Nos. U-3 and B is provided through the City of Los Angeles. The applicant for such service shall obtain the consent of the City of Los Angeles for a District outlet to the City of Los Angeles sanitation system and pay a connection fee deposit as shown herein for each sewerage unit depending upon the sanitation improvement district within which the property is located.

(g) \_\_\_ Upon written request, the sewer connection fees to be paid by a public agency for service to tax exempt property shall be reduced by the amount of the fee attributable to the cost of capital facilities.

**5-2.2109 SEWAGE CONNECTION FEES: ADDED FEES**

<sup>5</sup>Amended by Ordinance No. 7-93-209



(a)\_\_\_When the number of sewage units connected to a particular lateral permanently increases, the property owner shall pay an additional sewage connection fee based upon the number of ERU's added to the system.

(b)\_\_\_Upon discovery of an unauthorized sewer connection by the District, the property owner shall pay a sewage connection fee at the rate existing as of the date of the connection. Unless the property owner presents clear and convincing evidence as to the date of the unauthorized connection, it shall be presumed that the connection was made as of the date of discovery.

(c)\_\_\_From time to time, interim agreements are entered into between the City of Los Angeles and the District to provide for sewage disposal from certain areas within sanitation improvement districts U-3 and B. The District cannot approve sewer plans for property within sanitation improvements districts U-3 or B until an outlet is assured. The applicant shall obtain the consent of the City of Los Angeles for a District outlet and when such assurances have been obtained, the applicant shall pay the connection charge to the District for each sewerage unit sought to be connected.

#### **5-2.2110 CONNECTION FEES: CHANGES IN AMOUNT**

Sewer connection fees may be changed at any time in accordance with this [Code ordinance](#) and state law. An applicant shall pay the connection fees existent when service commences regardless of when the connection fees are deposited or paid, except those connection fees paid after June 22, 1978 and before March 26, 1990. As used herein, "service commences" for a new or additional ERU when the applicant's property can be connected to the trunk or collector sewer and monthly sewage service charges are paid.

#### **5-2.2124 ASSURANCES OF SERVICE**

When an applicant desires assurances that sanitation service will be provided by the District at a future date, such assurances will be given only if the applicant agrees to be bound by District regulations, including regulations for the payment of connection fees, existent when service commences and the applicant makes financial arrangements to pay connection fees in the future by depositing cash with the District and entering into a deposit agreement.

#### **5-2.2132 TRANSFER OF RIGHT TO RECEIVE SERVICE**

If the number of sewage units applicable to the temporary facilities is more than the number of sewage units applicable to the permanent facilities, then no additional sewage connection fees shall be assessed and connection charges applicable to such excess sewage fees shall be refunded to the property owner at the rate existent as of the date of connection to the temporary facilities.

When the right to service is transferred from temporary to permanent facilities and the number of sewage units applicable to the temporary facilities is less than the number of sewage units to be provided to the permanent facility, then the property owner shall, in addition to the other fees and charges set forth herein, pay an additional sewage connection fee(s) based upon the number of additional sewage units, or portions thereof, at the rate existent as of the date of the transfer.

#### **5-2.2143 TRANSFER OF RIGHT: CONDITIONS**



A property owner who has the right to receive sanitation service for temporary facilities on a particular parcel of land may transfer that right to permanent facilities located on another parcel of land, ~~if provided, all~~ the following are met:

(a) ~~\_\_\_\_\_~~ The property owner has paid ~~all applicable~~ fees and charges for service to the temporary facilities.

~~(b) \_\_\_\_\_ The property owner has paid all applicable fees and charges for service to the temporary facilities.~~

(c) ~~\_\_\_\_\_~~ The property owner ~~pays to the District all~~ has paid expenses incurred by the District in providing service to the new site including but not limited to expenses incurred in providing additional materials, inspection or coring, if required.

(d) ~~\_\_\_\_\_~~ The property owner demonstrates ~~to the satisfaction of the District that~~ service to the temporary facilities has been discontinued, sealed and capped and ~~that~~ later service to the temporary site will not occur unless a subsequent application for service is made and applicable rates, fees and charges are paid.

**5-2.2154** ~~Section 5-2.214 of Ordinance No. 11-86-161 is hereby repealed by Ordinance No. 8-91-196.~~

**5-2.2165** **MISCELLANEOUS**

An applicant shall also pay the following miscellaneous fees: ~~when applicable, in addition to the foregoing.~~

(a) ~~\_\_\_\_\_ If in those cases where~~ a collector sewer is constructed pursuant to a ~~so-called~~ "private contract" or pursuant to the ordinances and regulations of the Maintenance District County of Los Angeles, the project proponent shall pay to the District ~~a fee to cover~~ the cost of reviewing the plans and specifications for the sewer improvements.

(b) ~~\_\_\_\_\_~~ Sewer connection installation and inspection charges shall be paid whenever a connection to a collector or trunk sewer is required.

(c) ~~\_\_\_\_\_ The District's testing costs, if any, of Whenever~~ industrial waste which must be tested prior to discharge, ~~the proposed discharger shall pay the District's testing costs.~~

(d) ~~\_\_\_\_\_~~ The anticipated amount of the miscellaneous fees described above shall be deposited prior to commencement of work by the District. Refund of any excess deposit shall be made upon completion of the work.

**5-2.2176** **CONNECTION FEES: DEPOSIT AGREEMENT**

An applicant who does not desire or is not required to make a cash deposit for capacity fees, shall enter into a deposit agreement. The General Manager shall present a form of the deposit agreement to the board for approval. The deposit agreement shall be recorded and constitutes a lien against the property for which service is sought unless the applicant provided an irrevocable letter of credit of bond in an amount equal to the fees paid. ~~(a) An applicant who does not desire or is not required to make a cash deposit for connection fees shall enter into a deposit agreement.~~

~~(b) The General Manager shall present a form of the deposit agreement to the Board for approval.~~

~~(c) The deposit agreement shall be recorded and constitute a lien against the property for which service is sought.~~

5-2.2187

**DEPOSITS: MISCELLANEOUS**

~~(a) \_\_\_\_\_ Whenever a deposit is required to cover the cost of miscellaneous jobs to be performed by the District, the General Manager shall establish the amount of deposit by estimating the District's cost of providing the materials, equipment or services for which the deposit is made. The deposit shall be tendered to the District before any work is undertaken by the District. The amount of deposit may be increased by order of the General Manger if it appears that the depositor original estimate is inadequate. If the applicant fails to increase the amount of deposit when requested by the General Manager in writing to do so, then work on the project by the District shall cease. At the conclusion of the project, the General Manager shall refund any amounts deposited in excess of costs incurred.~~

~~(b) \_\_\_\_\_ If the applicant abandons the construction of the improvements, or the recording of a subdivision for which installation and connection charges were paid, the installation and connection charges shall be refunded, with interest, to the applicant upon the applicant's written request, provided, if the facilities necessary to serve the applicant's property have been installed or direct expenses incurred by the District toward such service installation, the refund permitted under this Section shall be reduced by the amount of such expenditure.~~

~~(c) Connection fees paid prior to June 22, 1978, will be considered as a deposit toward the fee or charge which exists at the time service commences. Connection fees paid on or after June 22, 1978, but before March 26, 1990, shall be considered full payment of the fee existent at the time service commences except in U-3 and ID-B, where the fees are specified to be deposits only.~~



## CHAPTER 3 - CONDITIONS OF SERVICE

### ARTICLE 1 - GENERAL

#### 5-3.101 LANDS ELIGIBLE: GENERAL

The following lands are eligible for sewer service:

(a) ~~These~~ Lands lying within the boundaries of a sanitation improvement district ~~shall be eligible to discharge, deposit or dispose of wastes into the trunk sewers of the District.~~

(b) ~~These~~ Lands lying outside of the District, but within the boundaries of another governmental agency, may be eligible to discharge sewage into District trunk sewers, ~~pursuant to revised there exists a~~ contract with ~~thesaid~~ governmental agency which provides ~~thethat said~~ governmental agency contribute equitably to the improvement district costs.

#### 5-3.102 LANDS ELIGIBLE: ANNEXATION TO AN IMPROVEMENT DISTRICT

Territory within the District may be annexed to and become a part of an improvement district, ~~and thereby become eligible for the benefits thereof and subject to the liabilities thereof, and~~ subject to the terms and conditions of such annexation as ~~theretofore~~ determined by ~~resolution of~~ the Board.

#### 5-3.103 LANDS ELIGIBLE: CONTRACT WITH ANOTHER AGENCY

From time to time, ~~interim~~ agreements are entered into between the City of Los Angeles and the District, ~~providing for~~ sewage disposal from ~~certain separate areas~~ within U-2, U-3 or B of the District. The District ~~shall cannot~~ approve sewer plans for property within I.D. U-3 or B until an outlet is assured. The applicant for a sewage connection within U-3 or B shall obtain the consent of the City of Los ~~Angels~~ Angeles for a District outlet to provide sewer service for such applicant. When such assurance has been obtained, applicant shall pay the appropriate connection fee to the District for each sewage unit sought to be connected.

## ARTICLE 2 - EXPANSION OF FACILITIES

### 5-3.201 SYSTEM EXPANSION: GENERAL

(a) ~~\_\_\_ The applicant shall construct pipelines and appurtenances~~ ~~is responsible for providing for the construction of facilities~~ necessary to connect the applicant's sewage disposal system to the trunk sewer. If the applicant's property fronts upon a trunk sewer or a collector sewer connected to a trunk sewer, ~~then~~ a lateral connection can be made without the extension of facilities. ~~However,~~ if the applicant's property does not front upon a trunk sewer or a collector sewer connected to a trunk sewer, ~~then~~ the applicant shall provide for the construction of a trunk sewer extension or a collector sewer extension to connect to a trunk sewer. ~~This article describes the possible methods of financing such expanded facilities.~~

(b) ~~\_\_\_ The applicant is also responsible for insuring that all such extended facilities are~~ ~~pPipelines and appurtenances~~ ~~constructed and~~ connected to the trunk sewer ~~shall be constructed~~ in accordance with District requirements. ~~This Article also describes the District's design and construction standards.~~

### 5-3.202 FINANCING SYSTEM EXPANSION: TRUNK SEWERS

(a) ~~\_\_\_ If an applicant is required to construct~~ ~~provide for construction of~~ a trunk sewer ~~in order to obtain sanitation service~~ and the trunk sewer is a part of an improvement plan adopted by an improvement district, the District shall pay for the cost of design and construction if improvement district bond funds are available for such purpose and if the Board determines ~~that~~ it is in the best interest of the improvement district to construct such facilities with bond funds ~~at the time of the application.~~

(b) ~~\_\_\_ If an applicant is required to provide for the construction of~~ ~~construct~~ a trunk sewer without the use of bond funds and if the trunk sewer will be capable of servicing more than one parcel of land, the District may enter into a main extension refund agreement with the applicant whereby the applicant shall bear the entire cost of the design and construction of the facilities and the District shall collect a pro rata share of the cost of such facilities from other applicant's for service to other property fronting the trunk sewer and remit the same to the original applicant when so collected.

~~The form of the main extension refund agreement shall be, from time to time, approved by the Board. (See Appendix "B".)~~

(c) ~~\_\_\_ If the applicant is required to provide for the construction of a trunk sewer without the use of improvement district bond funds and if the trunk sewer will be capable of serving more than one parcel of land, the District may allow the formation of an assessment district in lieu of entering into a main extension refund agreement.~~

~~(d) Nothing herein contained shall require the District to allow improvement district or assessment district bond funds to construct a trunk sewer or enter into a main extension refund agreement.~~

### 5-3.203 FINANCING SYSTEM EXTENSIONS: COLLECTOR SEWERS

An applicant who is required to provide for the construction of a collector sewer ~~in order to obtain sanitation service~~ shall finance the cost of such facilities without District participation. Such construction will be administered by the administrative authority.



**5-3.204      DESIGN AND CONSTRUCTION STANDARDS: GENERAL**

Pipelines and appurtenances which are constructed to deposit industrial waste or domestic sewage into the District's trunk sewers shall not be connected to the District's trunk sewers unless said pipelines and appurtenances are designed and constructed in accordance with applicable District standards and administrative authority standards.

**5-3.205      DESIGN & CONSTRUCTION STANDARDS:  
LATERAL CONNECTIONS TO A TRUNK SEWER**

(a)\_\_\_ Laterals shall be installed as shown on the District's standard specifications. No additional laterals shall be attached to any sewer connection, nor shall laterals be extended to collect other sewage discharges without prior approval of the District and the local sewerage authority; ~~and any~~ person making ~~an such~~ unauthorized lateral extension or additions shall be subject to immediate disconnection, in addition to the liability incurred for other expenses and charges, ~~as hereinafter set forth~~.

(b)\_\_\_ A gas trap shall be installed in each lateral connection attached to a trunk sewer, between the sewer and ~~any~~ vents installed on the property, and the trap shall be maintained at the expense of the owner of the lateral.

(c)\_\_\_ Sewer connections shall be made only at points on trunk sewers approved by the General Manager. Such connections shall be installed by the District at the applicant's expense and in accordance with the standard specifications of the District and of the agency having jurisdiction of the street containing the trunk sewers.

(d)\_\_\_ The applicant shall ~~excuvate~~~~excavate~~~~make the excavation~~ in accordance with the District's standard specifications, and notify the District at least forty-eight hours in advance of the commencement of the excavation. The District shall also be notified of the completion of the lateral attachment to the connection ~~so in order that an~~ inspection may be made prior to backfill of the trench for the lateral sewer.

**5-3.206      DESIGN AND CONSTRUCTION STANDARDS:  
COLLECTOR CONNECTIONS TO A TRUNK SEWER**

(a)\_\_\_ Collector sewers shall be connected to District trunk sewers only at locations and in the manner specified by the General Manager. ~~All such~~ collector sewer connections shall be constructed in accordance with District specifications.

(b)\_\_\_ Plans and specifications of collector sewers and connections to trunk sewers, shall be prepared by a registered Civil Engineer, and be submitted to the District prior to construction. ~~If the collector sewer system and the connection conforms with all of the requirements of the District, the Chief Engineer shall so certify upon the plans. Two sets of approved plans of the collector sewer system and the connection shall be submitted to the District prior to construction. Additionally, one complete set of plans corrected for as-built conditions shall be submitted to the District prior to acceptance of the connection by the District. The connection shall remain plugged until said acceptance. Chimneys may be plugged at their upper end rather than at the connection.~~

(c)\_\_\_ The District shall inspect the actual work of making a collector sewer connection, and ~~for that purpose~~ must be given at least forty-eight hours notice prior to commencement of such work. The District must be notified of the completion of such work ~~so in order that~~ inspection may be made prior to ~~approval thereof and its~~ acceptance by the District.

(d) ~~\_\_\_~~ The collector sewer, up to the point where it joins the connection at the trunk sewer, shall be dedicated to the ~~County of Los Angeles, Department of County Engineers, Sanitation Division, or the~~ appropriate governmental agency. No additional collector sewers shall be connected to ~~any~~ collector sewer connection or collector sewer system without prior approval of the District.

(e) ~~\_\_\_~~ The collector sewer connection ~~, including any required manhole,~~ shall be dedicated to the District.

### 5-3.207

#### **DESIGN AND CONSTRUCTION STANDARDS: ADDITIONAL REQUIREMENTS FOR INDUSTRIAL WASTE CONNECTIONS**

(a) ~~\_\_\_~~ Industrial waste connections shall be made on trunk sewers or collector sewers only at locations and in the manner specified by the ~~Chief Engineer~~ General Manager ~~and/or~~ Administrative Authority.

(b) ~~\_\_\_~~ Plans and specifications shall be prepared, submitted, reviewed and certified for in the same manner as for collector connections to a trunk sewer.

(c) ~~\_\_\_~~ Industrial waste systems and laterals must, for the purpose of control, be separated from domestic systems and laterals. ~~This may be accomplished at a manhole or other appropriate inspection facility with a common lateral then discharging to the industrial waste connection.~~



**CHAPTER 4 - CONTINUATION OF SERVICE**

**ARTICLE 1 - RATES: TIME AND MANNER OF PAYMENT**

**5-4.101      GENERAL**

Sanitation service shall ~~continued~~continue to be provided by the District ~~for so long as if~~ the customer pays the rates, fees and charges set forth herein and otherwise complies with ~~the provisions of~~ this Chapter.

**5-4.102<sup>6</sup>      RESIDENTIAL SERVICE CHARGES**

- (a) Each customer assigned to the Single and Multi-Family Class shall pay a bi-monthly service charge to offset the cost of collection, treatment, and disposal of sewage and administrative cost.
- (b) Service charge shall be based on the average winter water use from December 1 to March 31 for Single Family Class.
- (c) Service charge applies for all billing periods until changed by (b) above.
- (d) The 10% discount based on bimonthly potable water use is rescinded.

	<b>Winter Water Use (hcf)</b>	<b>1/1/2013</b>	<b>FY 13/14</b>	<b>FY 14/15</b>
Single-Family	10 or less	\$ 74.31	\$ 74.31	\$ 75.80
	11	80.02	80.02	81.63
	12	85.73	85.73	87.45
	13	91.44	91.44	93.27
	14	97.15	97.15	99.10
	15	102.86	102.86	104.92
	16 or more	108.56	108.56	110.74
Multi-Family	n/a	\$ 68.59	\$ 68.59	\$ 69.97

<sup>6</sup> Amended by Ord. No. 11-12-270 on Nov 13, 2012, drafted by LV.

**5-4.103<sup>7</sup>      NON-RESIDENTIAL SERVICE CHARGES**

(a) Each non-residential sewer customer shall pay a bi-monthly account charge to offset the cost of administering the customer's account as follows:

		<b>Commencing with meter reads on or after:</b>		
		1/1/2013	FY 13/14	FY 14/15
Account Service Charge		\$17.21	\$17.21	\$17.56

(b) The bi-monthly service charge for non-residential developments shall be based upon the quality and quantity of water reaching the sewer. The rate charged will be computed as follows commencing with meter reads on or after:

		<b>Sewer Charge Per 100 Cubic Feet of Water Delivered In Excess of:</b>			
	<b>Minimum Bi-Monthly Sewer Charge per ERU</b>	<b>29.5 HCF/ERU Class 1</b>	<b>17.3 HCF/ERU Class 2</b>	<b>11.4 HCF/ERU Class 3</b>	<b>Class 4</b>
1/1/2013	\$91.35	\$3.10	\$5.29	\$8.02	As Determined By the General Manager
1/1/2014	\$91.35	\$3.10	\$5.29	\$8.02	
1/1/2015	\$93.18	\$3.16	\$5.39	\$8.18	

**5-4.104      SEWER SERVICE CHARGES: CLASS 5**

Industrial waste permittees, or others discharging wastes with a high B.O.D., suspended solids content, quality or flow or other factors of waste discharge that affect the sewage transmission, the sewers, treatment or disposal, will be charged in proportion to the relative strength of the waste, as determined by appropriate examination procedures. All costs of such tests shall be borne by the permittee.

**5-4.105      SEWER SERVICE CHARGES: BILLING**

(a) \_\_\_ Sewer service charges shall be billed, due, payable, delinquent and/or discontinued in a manner similar to and at the time or times of regular water accounts of the District.

(b) \_\_\_ In the case of a sewer connection where water is not being supplied directly by the District, billings of sewer service charges shall be billed, due, payable and delinquent in the same manner as water accounts, but service charges shall continue to accrue until the sewer connection is physically removed. Such sewer connections, where water is not supplied by the District, shall become subject to removal and disconnection 45 days following the date of delinquency of any unpaid sewer service charge. Sewer connections which have been removed shall not be reinstalled until all delinquent charges have been paid to the District along with costs of removal and reinstallation including District overhead, with a minimum charge of \$25.00.

<sup>7</sup>Amended by Ord. No. 11-12-270 on Nov 13, 2012, drafted by LV.



**5-4.106      SEWER SERVICE CHARGES: BILLING: PRORATION**

Bills for sewer service for periods of time less than two months shall be prorated on the basis of a 60 day bi-monthly billing period.

**5-4.107      SEWER SERVICE CHARGES: BILLING:  
PREVIOUSLY UNAUTHORIZED CONNECTIONS**

In addition to the other charges specified herein, upon discovery of an unauthorized sewer connection, the property owner shall pay to the District sewer service charges accruing from the date of connection to the date of discovery and thereafter. For the purposes of this section, the date of connection shall be the date determined pursuant to Chapter 2, Article 2. The amount of accrued monthly sewer service charges shall be based on the sewer service rates existing as of the date of discovery.



## ARTICLE 2 - USAGE

### 5-4.201<sup>8</sup> USAGE: GENERAL

(a)\_\_\_ No connection ~~of any nature~~ shall be made ~~nor~~ permitted to the trunk sewers which will admit wastes which do not comply ~~in all respects~~ to the discharge and waste requirements of this title.

(b)\_\_\_ No person shall knowingly discharge or deposit or allow discharge or deposit into trunk sewers of solids or fluids which create nuisances, such as offensive odors, are a menace to public health, or are detrimental to the functioning of said trunk sewer or to the treatment and disposal facilities and processes of the District.

(c.)\_\_\_ The Director of Operations shall be consulted prior to the discharge or deposit of wastes other than those of a sanitary nature derived from the ordinary living processes, or of such character so as to permit satisfactory disposal without special treatment.

### 5-4.202<sup>9</sup> USAGE: PROHIBITED DISCHARGES AND WASTES

The following discharges and wastes are prohibited from introduction into the trunk sewers:

(a)\_\_\_ Brines, including brines produced in the regeneration of water softeners shall not be discharged into the trunk sewers without a permit from the Director of Operations.

(b)\_\_\_ Uncontaminated cooling water shall not be discharged into the trunk sewers.

(c)\_\_\_ No persons shall discharge or cause to be discharged any rainwater, storm water, groundwater, street drainage, subsurface drainage, yard drainage, including evaporative type air cooler discharge water, and to any sewage facility which is directly or indirectly connected to the sewage facilities of the District.

### 5-4.203 USAGE: DISCHARGES REQUIRING SPECIAL PERMITS: GENERAL

(a)\_\_\_ No person shall discharge or cause to be discharged ~~any~~ rainwater, storm water, groundwater, street drainage, subsurface drainage, yard drainage, including evaporative type air cooler discharge water, ~~and to any sewage pipe facility which is~~ directly or indirectly connected to the sewage ~~pipe facilities~~ of the District.

(b) Swimming pool waste water discharges are limited to the hours of twelve midnight to six a.m., and are further subject to the limitations contained in the permit.

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<sup>8</sup>Amended by Ordinance 6-93-207

<sup>9</sup>Amended by Ordinance 9-93-211



(c)–\_\_\_ Cesspool or septic tank pump trucks discharging into District facilities, are subject to the limitations contained in such permit, ~~provided, in no event shall~~ the contents of cesspools or septic tanks located outside the boundaries of sanitation improvement districts No. U-1 or U-2 ~~shall not~~ be accepted for discharge into District facilities. At the discretion of the Director of Operations, industrial waste permits and ~~for~~ County Health Department Permits shall first be obtained by applicant.

(d)–\_\_\_ A person discharging, or proposing to discharge industrial wastes to the trunk sewers shall obtain a permit therefor from the County Engineer if the Director of Operations determines ~~a that said~~ permit is required under the ~~regulations of "Sanitary Sewer and Industrial Waste Ordinance", No. 6130, as amended,~~ of the County of Los Angeles.

#### 5-4.204 <sup>10</sup>

#### **INDUSTRIAL WASTES: LIMITATIONS**

Each request for a permit to discharge industrial wastes to the trunk sewer shall be ~~subject to reviewed~~ and approved of the Director of Operations. ~~Each industrial waste discharge will be considered individually, giving due consideration to its effect upon the trunk sewers and the treatment and disposal facilities and processes of the District.~~ In addition to limitations on industrial wastes ~~as may be~~ imposed by the County Engineer ~~pursuant to the issuance of a permit~~, the following general limitations shall apply ~~to all~~ industrial wastes discharged to the trunk sewers:

(a)–\_\_\_ Material which will settle out in the sewers, such as sand or metal filings, shall not be discharged to the sewers. Waste waters containing such materials must be passed through sand traps or other suitable structures, properly designed and maintained by the permittee, before discharge to the sewer.

<sup>11</sup>(b)–\_\_\_ Oils and greases shall not be discharged to the sewer system in concentrations greater than 100 mg/1.

(c)–\_\_\_ Unreasonable or unnecessarily large amounts of suspended solids shall not be discharged into the sewer.

<sup>12</sup>(d)–\_\_\_ Pollutants, including oxygen demanding pollutants (BOD etc.) shall not be discharged into the sewer at flow rates or concentrations that will cause interference with the Water Reclamation Facility or enhance the formation of excessive sulfides in the collection system.

(e)–\_\_\_ Wastes of strong odors, such as mercaptans, shall not be discharged into the sewer.

(f)–\_\_\_ Dissolved sulfides in wastes discharged into the sewer shall not exceed a concentration of 0.1 pH.

(g)–\_\_\_ Acids shall not be discharged into the sewer unless neutralized to a pH value of 6 or above. Highly alkaline wastes will usually be accepted, except where they may cause incrustation of sewers. Nitric acid requires special consideration; the Director of Operations shall be consulted prior to making such discharges.

<sup>10</sup>Amended by Ordinance 6-93-207

<sup>11</sup>Amended by Ordinance 6-93-207

<sup>12</sup>Amended by Ordinance 6-93-207

<sup>13</sup>(h)–\_\_ Pollutants which result in the presence of toxic gases, vapors or fumes in quantities that could endanger worker health and safety in the collection system or Water Reclamation system shall not be discharged.

(l)–\_\_ Contaminated cooling water blow down, or bleed, from cooling towers or other evaporative coolers and when cooling is done by using only heat exchange, without utilizing evaporative cooling, the waste water shall not be discharged to the sewer.

(j)–\_\_ Industries shall segregate sewage and industrial wastes from roof and yard run-off. Roof and yard run-off shall not be discharged to the sewer.

<sup>14</sup>(k)–\_\_ The temperatures of discharges shall not exceed 140 degrees Fahrenheit (60 degrees Celsius). Where the quantity of discharge represents a significant portion of the flow in a particular sewer, it may be necessary to lower the temperature further.

(l)–\_\_ Chemical solutions containing nitric acid or salts thereof in concentrations above 5% by weight, and volumes in excess of 300 gallons shall not be discharged into the sewer. Industries desiring to dispose of such wastes may consult the District as to permissible disposal methods.

<sup>15</sup>(m)–\_\_ Wastes containing boron, fluorides, chlorides and sodium or potassium or other dissolved solids which will cause the effluent of the District's treatment facilities to exceed the requirements of the Regional Water Quality Control Board shall not be discharged into the District's sewers.

<sup>16</sup>(n)–\_\_ Pollutants that could create a fire or explosion hazard in the sewers or treatment facility shall not be discharged. This includes, but is not limited to, discharges with a closed cup flash point of less than 140 degrees Fahrenheit (60 degrees Celsius) using test methods specified in 40 CFR261.21.

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<sup>13</sup>Amended by Ordinance 6-93-207

<sup>14</sup>Amended by Ordinance 6-93-207

<sup>15</sup>Amended by Ordinance 6-93-207

<sup>16</sup>Amended by Ordinance 6-93-207



5-4-205 <sup>17</sup>**LOCAL LIMITS**

~~The following pollutants limits are established to protect against pass-through and interference.~~ No ~~person~~ shall discharge or cause to be discharged ~~any~~ wastewater containing in excess of the following instantaneous maximum allowable discharge limits:

0.05 mg/1	arsenic	(AS)
0.005 mg/1	beryllium	(BE)
0.02 mg/1	cadmium	(CD)
0.07 mg/1	chromium	(CR)
0.30 mg/1	copper	(CU)
0.02 mg/1	cyanide	(CN)
0.20 mg/1	lead	(PB)
0.002 mg/1	mercury	(HG)
0.50 mg/1	nickel	(NI)
0.08 mg/1	silver	(AG)
0.50 mg/1	zinc	(ZN)
0.02 mg/1	selenium	(SE)
100 mg/1	oil and grease	(O&G)
140 deg. F	temperature	
1.5 mg/1	boron	(B)
1.2 mg/1	fluoride	(F)
325 mg/1	sulfate	(SO <sub>4</sub> )
175 mg/1	chloride	(C1)
1000 mg/1	TDS	
0.1 mg/1	sulfide	(H <sub>2</sub> S)

The discharge concentration of any pollutant not specifically listed shall not exceed the Maximum Contaminant Level (MCL) for the pollutant as established by the California Department of Health Services for drinking water.

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<sup>17</sup>Added by Ordinance 6-93-207.

## ARTICLE 3 - PROTECTIVE MEASURES

### 5-4.301 GENERAL

Each customer shall comply with ~~the provisions of~~ this Article to ~~insure that the~~ collection, treatment and disposal processes are not damaged.

### 5-4.302 DEFINITIONS

The following terms are defined for the purposes of this Article unless otherwise apparent from context:

(a)–\_\_\_"Act" means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 38 U.S.C. Sections 1251 et seq.

(b)–\_\_\_"Administrator" or "Regional Administrator" means the appropriate Environmental Protection Agency Regional Administrator.

(c)–\_\_\_"Interference" means inhibition or disruption of the District's sewer system, treatment process or operations which contributes to a violation of any requirement of its National Pollution Discharge Elimination System (NPDES) permit. The term includes prevention of sewage sludge use or disposal by the District's facilities in accordance with Section 405 of the Act, or any criteria guidelines or regulations developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substance Control Act, or more stringent state criteria (including those contained in any state sludge management plan prepared pursuant to Title IV of the Solid Waste Disposal Act) applicable to the method of disposal or use employed by the District's treatment facilities.

(d)–\_\_\_"Indirect discharge" means the discharge or introduction of non-domestic pollutants from any source regulated under Section 307(b) or (c) of the Act, into the District's treatment facilities.

(e)–\_\_\_"New source" means any source, the construction of which is commenced after the publication of proposed regulations prescribing a Section 307(c) categorical Pretreatment Standard which will be applicable to such source, if such Standard is thereafter promulgated within one hundred twenty (120) days of the proposal in the Federal Register. Where the Standard is promulgated later than 120 days after the proposal, New Source means any source, the construction of which is commenced after the date of promulgation of the Standard.

(f)–\_\_\_"Publicly Owned Treatment Works" or "POTW" means a treatment works as defined by Section 212 of the act, which is owned by a state or municipality (as defined by Section 502(4) of the Act). This definition includes any sewers that convey waste water to such a treatment works, but does not include pipes, sewers or other conveyances not connected to a facility providing treatment. The term also means the municipality as defined in Section 502(4) of the act, which has jurisdiction over the indirect discharges to and the discharges from such treatment works.



#### **5-4.303 NATIONAL CATEGORICAL PRETREATMENT STANDARDS**

Upon promulgation of the Categorical Pre-treatment Standards for a particular industry sub-category, the Federal Standard, if more stringent than the limitations imposed under this ordinance for sources in that sub-category, shall immediately supersede the limitations imposed under this ordinance. The Director of Operations shall notify all effected Users of the applicable requirements under the General Pretreatment Regulations, Solid Waste Disposal Act, and the Act.

#### **5-4.304 PRETREATMENT COMPLIANCE SCHEDULE**

If additional pretreatment and/or operation and maintenance will be required to meet the Pretreatment Standards, the shortest schedule by which the user will provide such additional pretreatment shall be utilized. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard.

The following conditions shall apply to the schedule:

(1)–\_\_\_ The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, and so forth.

(2)–\_\_\_ No increment referred to in Paragraph 1 shall exceed nine (9) months.

(3)–\_\_\_ Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the Director of Operations including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for the delay, and the steps being taken by the user to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the Director of Operations.

#### **5-4.305 REPORTING REQUIREMENTS FOR PERMITTEE**

(1)–\_\_\_ Compliance, Date of Report

Within ninety (90) days following the date for final compliance with applicable Pretreatment Standards or, in the case of a New Source, following commencement of the introduction of waste water into POTW, any user subject to pretreatment Standards and Requirements shall submit to the Director of Operations a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by Pretreatment Standards and Requirements and the average and minimum daily flow for those process units in the user facility which are limited by such Pretreatment Standards or Requirements. The report shall state whether the applicable Pretreatment Standards or Requirements are being met on a consistent basis and, if not, what additional operation and maintenance and/or Pretreatment is necessary to bring the user into compliance with the applicable Pretreatment Standards or Requirements. This statement shall be signed by an authorized representative of the user, and certified to by a qualified professional.

(2)–\_\_\_ Periodic Compliance Reports



(a) Any user subject to a Pretreatment Standard, after the compliance date of such Pretreatment Standard, or, in the case of a New Source, after commencement of the discharge into the POTW, shall submit to the Manager of Water Reclamation Operations during the month of June and December, unless required more frequently in the Pretreatment Standard or by the Director of Operations, the report indicating the nature and concentration of pollutants in the effluent which are limited by such Pretreatment Standards. In addition, this report shall include a report of all daily flows which during the reported period exceeded the average daily flow reported in the paragraph above. At the discretion of the Director of Operations and in consideration of such factors as local high or low flow rates, holidays, budget cycles and so forth, the Director of Operations may agree to alter the monitoring which the above reports are to be submitted.

(b) The Director of Operations may impose mass limitations on users which are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases where the imposition of mass limitations are appropriate. In such cases, the report required by subparagraph (a) of this paragraph shall indicate the mass of pollutants regulated by Pretreatment Standards in the effluent by the users. These reports shall contain the results of sampling and analysis of the discharge, including the flow and nature and concentration, or production and, where requested by the Director of Operations, mass of pollutants contained therein which are limited by the applicable Pretreatment Standards. The frequency of monitoring shall be prescribed in the applicable Pretreatment Standards. All analysis shall be performed in accordance with the procedures established by the Administrator pursuant to Section 304(g) of Act and contained in 40 CFR, Part 136 amendments thereto or with any other test procedures approved by the Administrator. Samplings shall be performed in accordance with the techniques approved by the Administrator.

#### **5-4.306 PUBLIC NOTIFICATION OF VIOLATIONS**

The District shall annually publish, in the largest daily newspaper within the jurisdiction, a list of users which are not in compliance with any Pretreatment Requirements or Standards at least once during the twelve (12) previous months. The notification shall also summarize any enforcement action taken against the user during the same twelve (12) months.

#### **5-4.307 STATE REQUIREMENTS**

State requirements and limitations on discharges apply in any case where they are more stringent than Categorical Standards or this ordinance provided such requirements are adopted as set forth herein.

#### **5-4.308 MORE STRINGENT LIMITATIONS**

The District ~~may reserves the right to~~ establish ~~by ordinance~~ more stringent limitations or requirements on discharges to the waste water disposal system if ~~deemed~~ necessary to comply with the objectives as set forth in this ordinance.

**TITLE 5 - SANITATION**

**CHAPTER 1. GENERAL**

**ARTICLE 1 - PURPOSE AND SCOPE**

**5-1.101**      **PURPOSE**

This Title sets the terms for sanitation service.

**5-1.102**      **SCOPE**

(a) This title shall apply to the collection, treatment, and disposal of all wastes delivered directly or indirectly through collector sewers, into the trunk sewers of the District.

(b) The District operates and maintains trunk sewers and treatment and disposal works. In most cases, a sanitation customer is connected to the District's trunk sewer through a collector sewer owned, operated and maintained by the Los Angeles County Consolidated Sewer Maintenance District. Accordingly, the regulations of the Sewer Maintenance District insofar as they do not conflict with the provisions set forth herein, are hereby adopted by this reference.

**ARTICLE 2 - DEFINITIONS**

**5-1.201**      **GENERAL**

The definitions in this Article shall govern the construction of this title, unless otherwise apparent from the context.

**5-1.202**      **ADMINISTRATIVE AUTHORITY**

"Administrative Authority" is the individual official, board, department or agency, established and authorized by a state, county, city or other political subdivision to administer and enforce the provisions of a plumbing code or a Sanitary Sewer and Industrial Waste Ordinance.

**5-1.203**      **APPLICANT**

"Applicant" is a person requesting sanitation service from the District.

**5-1.204**      **BIOCHEMICAL OXYGEN DEMAND or B.O.D.**

"Biochemical Oxygen Demand" or "B.O.D." is the demand of the waste discharge as determined by standard methods.

**5-1.205<sup>1</sup>**      **CLASSES OF SERVICE**

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<sup>1</sup> Amended by Ord. No. 09-07-252, adopted on Sep 25, 2007. (Note: Sections 5-1.206 through 5-1.2009 are deleted in their entirety.)

- (a) **Single Family Class** – A single family residential dwelling or a multi-family residential dwelling unit served by a dedicated water meter.
- (b) **Multi Family Class** – A multi-family residential dwelling complex served by a single water meter.
- (c) **Class 1** -- "Class 1 Discharger" or "Class 1" refers to any nonresidential discharger who discharges sewage containing not more than 235 mg/L B.O.D. and 282 mg/L S.S. on an average daily basis. Light industrial users and commercial users, such as schools and offices, are presumed to be Class 1 Dischargers; however, dischargers in this class must demonstrate that the discharge does not and will not exceed the stated limits. In relation to the single family class customer, a Class 1 Discharger has a strength factor of 62 percent.
- (d) **Class 2** -- "Class 2 Discharger" or "Class 2" refers to any nonresidential discharger who discharges sewage containing more than 235 mg/L B.O.D. and 282 mg/L S.S. but less than 635 mg/L B.O.D. and 415 mg/L S.S. on an average daily basis. Moderate industrial users and commercial users such as shopping centers and gas stations are presumed to be Class 2 Dischargers; however, dischargers in this class must demonstrate that the discharge does not and will not exceed the stated limits. In relation to the single family class customer, a Class 1 Discharger has a strength factor of 106 percent.
- (e) **Class 3** -- "Class 3 Discharger" or "Class 3" refers to any nonresidential discharger who discharges sewage containing more than 635 mg/L B.O.D. and 415 mg/L S.S. but less than 1000 mg/L B.O.D. and 700 mg/L S.S. on an average daily basis. Moderately heavy industrial users and commercial users such as restaurants, markets and mortuaries are presumed to be Class 3 Dischargers; however, dischargers in this class must demonstrate that the discharge does not and will not exceed the stated limits. In relation to the single family class customer, a Class 1 Discharger has a strength factor of 160 percent.
- (f) **Class 4** -- "Class 4 Discharger" or "Class 4" refers to any industrial waste permittee or others discharging wastes who discharge sewage containing more than 1000 mg/L B.O.D. and 700 mg/L S.S. on an average daily basis and/or sewage quality or flow or other factors of waste discharge that will adversely affect the sewage transmission lines, treatment or disposal processes. Industrial users are in this category.

**5-1.206****COLLECTOR SEWER**

"Collector Sewer" or "branch sewer" means a public sewer or system of public sewers which receives sewage from a relatively small area and discharges into a trunk sewer. Normally, a collector sewer is not owned and maintained by the District.

**5-1.207****CUSTOMER**

"Customer" means a person receiving sanitation service from the District.

**5-1.208      DOMESTIC SEWAGE**

"Domestic Sewage" means the liquid and waterborne wastes derived from, or equivalent to, that of a single family residential dwelling unit and which are of such a character as to permit satisfactory disposal, without special treatment, into the service lateral.

**5-1.209<sup>2</sup>      EQUIVALENT RESIDENTIAL UNIT OR ERU**

"Equivalent Residential Unit" or "ERU" refers to a residential unit of any size, or 25 plumbing fixture units, as defined in the Uniform Plumbing Code, discharging into the sewer.

**5-1.210      IMPROVEMENT DISTRICT**

"Improvement District" means a sanitation improvement district of the District.

**5-1.211      INDUSTRIAL WASTE**

"Industrial Waste" means waste substances, liquid or solid, except domestic sewage and including, but not limited to, radioactive wastes and explosives, noxious, toxic, or corrosive gases or liquids when present in the sewage system. Class 2, 3, 4 and 5 dischargers are presumed to deposit industrial wastes.

**5-1.212      INDUSTRIAL WASTE CONNECTION**

"Industrial Waste Connection" is the connection between an industrial waste source and a trunk or collector sewer and includes a manhole, or other acceptable testing means, on the lateral so that the District or administrative authority can sample the discharge to the trunk sewer or collector sewer.

**5-1.213      LATERAL SEWER**

"Lateral Sewer" is a sewer which discharges into a branch or other sewer and which has no other common sewer tributary to it.

**5-1.214      MAINTENANCE DISTRICT**

"Maintenance district" means the Consolidated Sewer Maintenance District of Los Angeles County.

**5-1.215      SANITATION SERVICE**

"Sanitation Service" means the collection and treatment of sewage and the disposal of effluent and sludge by the District.

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<sup>2</sup> Amended by Ord. No. 09-07-252, adopted on Sep 25, 2007.



**5-1.216      SUSPENDED SOLIDS (S.S.)**

"Suspended Solids" or "S.S." refers to the results of a standard Total Nonfilterable Residue Dried at 103-105 C test as described in Standard Methods.

**5-1.217      SEWAGE UNIT**

"Sewage Unit" refers to one ERU

**5-1.218      TRUNK SEWER**

"Trunk Sewer" means a public sewer, owned and maintained by the District, to which one or more collector sewers are tributary.

**5-1.219      SEWER CONNECTION**

"Sewer Connection" means the connection between a lateral and collector or trunk.

**CHAPTER 2 - COMMENCEMENT OF SERVICE**

**ARTICLE 1 - APPLICATION**

**5-2.101      APPLICATION: GENERAL**

An applicant for sanitation service or for a change in the amount or type of such service shall make request on forms provided by the District, and pay all fees prior to obtaining a permit from the administrative authority.

**5-2.102      APPLICATION: CONTENTS**

Applicants for sanitation service shall provide the following information:

- (a) location of property from which sewage will flow;
- (b) owner of property;
- (c) strength of sewage to be discharged;
- (d) duration of discharge;
- (e) quantity of discharge;
- (f) type of user (residential, commercial or industrial);
- (g) nature of business if commercial or industrial; and
- (h) plumbing plans of the proposed facility, commercial or industrial.

**5-2.103      APPLICATION: INDUSTRIAL WASTE CONNECTIONS**

Applicants for sanitation service who propose to discharge into a collector sewer owned by the Maintenance District shall also make application to the Maintenance District and present satisfactory evidence to the District such application has been accepted or the requirements waived by the Maintenance District.

**5-2.104      CERTIFICATION AND RECERTIFICATION OF CLASS**

- (a) The General Manager shall review applications for sanitation service and determine which class of discharge applies to the applicant.
- (b) A non-residential discharger or applicant who contends the General Manager's determination of Class does not accurately reflect the quantity or quality of water reaching the sewer may request the General Manager to review the determination by presenting evidence to support such contention. The General Manager may change the classification assigned to the discharger if the discharger can show that the sewage differs significantly and substantially from the sewage for the Class.

ITEM 8A

## ARTICLE 2 - FEES AND DEPOSITS

### **5-2.201 FEES: GENERAL**

Applicants for sanitation service shall pay the fees set forth in this Article as a condition for obtaining sanitation service.

### **5-2.202 EXISTING LATERAL CONNECTION**

An applicant for service to property or where sewage units are added to an existing lateral sewer which is already connected to the trunk sewer directly or through a collector sewer or otherwise, shall pay: (1) a sewage connection fee, (2) the miscellaneous fees, if any, and (3) make the deposits set forth below.

### **5-2.203 EXISTING COLLECTOR OR TRUNK SEWER**

An applicant for service to property which fronts upon an existing collector or trunk sewer but which is not connected to the collector or trunk sewer shall pay: (1) annexation fees, if the property is not within an improvement district; (2) a pro rate share of the cost of the trunk sewer, if a main extension refund agreement exists with respect to such trunk sewer; (3) a sewage connection fee; (4) miscellaneous fees, if any; (5) make the deposits, all as set forth below, and (6) construct the necessary lateral sewer.

### **5-2.204 SERVICE FROM NEW SEWER**

(a) An applicant shall pay connection fees and the cost of sanitation system improvements necessary to serve the applicant's property, provided: if the sanitation system improvements are identified in the sewage system capital improvement plan, the improvements shall be constructed by the District using connection fees to pay for the cost of design and construction, including debt service. Sanitation system improvements are identified in the current sanitation system capital improvement plan, within the meaning of this section if the improvements are described in the plan or if the improvements are approved by the Board as a substitute for the improvements described in the plan.

(b) If the applicant pays for the cost of a trunk sewer extension to serve the applicant's property, the applicant may enter into a sewer extension refund agreement.

### **5-2.205 ANNEXATION FEES TO IMPROVEMENT DISTRICTS**

Annexation fees to improvement districts, and terms and conditions of such annexation, are set annually by the Board.

### **5-2.206 SEWAGE CONNECTION FEES: SEWAGE UNITS**

Each property to be connected to the sewer system shall pay a sewer connection fee based upon the anticipated sewage flow to be contributed by the property as follows:

(a) Single family residential dwelling shall be deemed to contribute one sewage unit.

(b) Each dwelling unit of an apartment, condominium, town house, trailer park, mobile home park, or similar installation for permanent or semi-permanent residential service shall be deemed to contribute one sewage unit.

(c) Commercial, industrial, institutional, governmental, and other non-residential developments are deemed to have one sewage unit for each 25 plumbing fixture units, as defined in the Uniform Plumbing Code, which discharge into the sewer system. Fractional amounts will be rounded to the next whole number.

**5-2.207<sup>3</sup>**

**SEWER CAPACITY FEE: U-1 and D**

(a) The owner of lands within sanitation improvement district No. U-1 and D shall pay a capacity fee of \$7,000 per sewerage unit.

(b) U-1 and D sewer capacity fees shall be deposited in a separate capital facilities account, entitled "U-1 and D deferred capacity fee account" to avoid commingling of the fees with other revenue and funds of the district, except for temporary investments and shall be expended solely for the purpose of planning, designing and constructing the sanitation facilities described in the sanitation system capital improvement plan for the Las Virgenes Municipal Water District - Triunfo Sanitation District Joint Venture designated to serve Sanitation Improvement District No. U-1 and D.

(c) U-1 and D sewer capacity fees shall be transferred from the U-1 and D deferred capacity fee account to the district sanitation construction fund when the above-described funds are appropriated to perform the work, the work is performed, when a certificate of occupancy is issued, or on the date of final inspection, whichever occurs first.

(d) Upon written request, the sewer capacity fee to be paid by a public agency for service to tax exempt property shall be reduced by the amount of the fee attributable to the cost of capital facilities.

**5-2.208<sup>4</sup>**

**SEWER CAPACITY FEE: U-2**

(a) The owner of lands within Sanitation Improvement District U-2 shall pay a sewer capacity fee of \$7,000 per sewerage unit.

(b) U-2 sewer capacity fees shall be deposited in a separate capital facilities account, entitled "U-2 deferred capacity fees account" to avoid commingling of the fees with other revenue and funds of the district, except for temporary investments and shall be expended solely for the purpose of planning, designing and constructing the sanitation facilities described in the sanitation system capital improvement plan for the Las Virgenes Municipal Water District - Triunfo Sanitation District Joint Venture designated to serve Sanitation Improvement District U-2; and for the purpose of acquiring capacity in the sewage system operated by the City of Los Angeles, and conducting sewage to the point of discharge to the City.

(c) U-2 sewer capacity fee shall be transferred from the U-2 deferred capacity fees account to the district sanitation construction fund when the above-described funds are

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<sup>3</sup>Amended by Ordinance No. 7-93-209 and 9-94-218, 10-03-243

<sup>4</sup>Amended by Ordinance No. 7-93-209 and 9-94-218, 10-03-243



appropriated to perform the work, the work is performed, when a certificate of occupancy is issued, or on the date of final inspection, whichever occurs first.

(d) Upon written request, the sewer capacity fee to be paid by a public agency for service to tax exempt property shall be reduced by the amount of the fee attributable to the cost of capital facilities.

**5-2.209<sup>5</sup>**

**SEWAGE CONNECTION FEES: U-3 AND ID-B**

(a) The owner of lands within sanitation improvement district No. U-3 shall pay a connection fee of \$3,900 per sewerage unit.

(b) The owner of lands within sanitation improvement district No. B shall pay a connection fee of \$3,900 per sewerage unit.

(c) U-3 connection fees shall be deposited in a separate capital facilities account, entitled "U-3 connection fee account", to avoid commingling of the fees with other revenue and funds of the District, except for temporary investments and shall be expended solely for the purpose of planning, designing and constructing the sanitation facilities described in the sanitation system capital improvement plan for Sanitation Improvement District No. U-3.

(d) ID-B connection fees shall be deposited in a separate capital facilities account, entitled "ID-B connection fee account", to avoid commingling of the fees with other revenue and funds of the District, except for temporary investments and shall be expended solely for the purpose of planning, designing and constructing the sanitation facilities described in the sanitation system capital improvement plan and for Sanitation Improvement District No. B.

(e) U-3 and ID-B connection fees shall be transferred from the U-3 and ID-B connection fee account to the construction fund when the above-described work funds are appropriated to perform the work, the work is performed, when a certificate of occupancy is issued or on the date of final inspection, whichever occurs first.

(f) Sewer service to owners of land within sanitation improvement district Nos. U-3 and B is provided through the City of Los Angeles. The applicant for such service shall obtain the consent of the City of Los Angeles for a District outlet to the City of Los Angeles sanitation system and pay a connection fee deposit as shown herein for each sewerage unit depending upon the sanitation improvement district within which the property is located.

(g) Upon written request, the sewer connection fees to be paid by a public agency for service to tax exempt property shall be reduced by the amount of the fee attributable to the cost of capital facilities.

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<sup>5</sup>Amended by Ordinance No. 7-93-209

**5-2.210 SEWAGE CONNECTION FEES: ADDED FEES**

(a) When the number of sewage units connected to a particular lateral permanently increases, the property owner shall pay an additional sewage connection fee based upon the number of ERU's added to the system.

(b) Upon discovery of an unauthorized sewer connection by the District, the property owner shall pay a sewage connection fee at the rate existing as of the date of the connection. Unless the property owner presents clear and convincing evidence as to the date of the unauthorized connection, it shall be presumed that the connection was made as of the date of discovery.

(c) From time to time, interim agreements are entered into between the City of Los Angeles and the District to provide for sewage disposal from certain areas within sanitation improvement districts U-3 and B. The District cannot approve sewer plans for property within sanitation improvements districts U-3 or B until an outlet is assured. The applicant shall obtain the consent of the City of Los Angeles for a District outlet and when such assurances have been obtained, the applicant shall pay the connection charge to the District for each sewerage unit sought to be connected.

**5-2.211 CONNECTION FEES: CHANGES IN AMOUNT**

Sewer connection fees may be changed at any time in accordance with this Code and state law. An applicant shall pay the connection fees existent when service commences regardless of when the connection fees are deposited or paid, except those connection fees paid after June 22, 1978 and before March 26, 1990. As used herein, "service commences" for a new or additional ERU when the applicant's property can be connected to the trunk or collector sewer and monthly sewage service charges are paid.

**5-2.212 ASSURANCES OF SERVICE**

When an applicant desires assurances that sanitation service will be provided by the District at a future date, such assurances will be given only if the applicant agrees to be bound by District regulations, including regulations for the payment of connection fees, existent when service commences and the applicant makes financial arrangements to pay connection fees in the future by depositing cash with the District and entering into a deposit agreement.

**5-2.213 TRANSFER OF RIGHT TO RECEIVE SERVICE**

If the number of sewage units applicable to the temporary facilities is more than the number of sewage units applicable to the permanent facilities, then no additional sewage connection fees shall be assessed and connection charges applicable to such excess sewage fees shall be refunded to the property owner at the rate existent as of the date of connection to the temporary facilities.

When the right to service is transferred from temporary to permanent facilities and the number of sewage units applicable to the temporary facilities is less than the number of sewage units to be provided to the permanent facility, then the property owner shall, in addition to the other fees and charges set forth herein, pay an additional sewage connection fee(s) based upon the number of additional sewage units, or portions thereof, at the rate existent as of the date of the transfer.

**5-2.214      TRANSFER OF RIGHT: CONDITIONS**

A property owner who has the right to receive sanitation service for temporary facilities on a particular parcel of land may transfer that right to permanent facilities located on another parcel of land, if the following are met:

(a) The property owner has paid fees and charges for service to the temporary facilities.

(c) The property owner has paid expenses incurred by the District in providing service to the new site including but not limited to expenses incurred in providing additional materials, inspection or coring, if required.

(d) The property owner demonstrates service to the temporary facilities has been discontinued, sealed and capped and later service to the temporary site will not occur unless a subsequent application for service is made and applicable rates, fees and charges are paid.

**5-2.215****5-2.216****MISCELLANEOUS**

An applicant shall also pay the following miscellaneous fees:

(a) If a collector sewer is constructed pursuant to a "private contract" or pursuant to the ordinances and regulations of the Maintenance District, the project proponent shall pay to the District the cost of reviewing the plans and specifications for the sewer improvements.

(b) Sewer connection installation and inspection charges shall be paid whenever a connection to a collector or trunk sewer is required.

(c) The District's testing costs, if any, of industrial waste which must be tested prior to discharge,

(d) The anticipated amount of the miscellaneous fees described above shall be deposited prior to commencement of work by the District. Refund of any excess deposit shall be made upon completion of the work.

**5-2.217****CONNECTION FEES: DEPOSIT AGREEMENT**

An applicant who does not desire or is not required to make a cash deposit for capacity fees, shall enter into a deposit agreement. The General Manager shall present a form of the deposit agreement to the board for approval. The deposit agreement shall be recorded and constitutes a lien against the property for which service is sought unless the applicant provided an irrevocable letter of credit or bond in an amount equal to the fees paid.

**5-2.218****DEPOSITS: MISCELLANEOUS**

(a) The General Manager shall establish the amount of deposit by estimating the District's cost of providing the materials, equipment or services for which the deposit is made. The deposit shall be tendered to the District before work is undertaken by the District. The amount of deposit may be increased by the General Manager if it appears the deposit is inadequate. If the applicant fails to increase the amount of deposit when requested by the General Manager in writing to do so, work shall cease. At the conclusion

of the project, the General Manager shall refund any amounts deposited in excess of costs incurred.

(b) If the applicant abandons the construction of the improvements, or the recording of a subdivision for which installation and connection charges were paid, the installation and connection charges shall be refunded, with interest, to the applicant upon the applicant's written request. If the facilities necessary to serve the applicant's property have been installed or direct expenses incurred by the District toward such service installation, the refund permitted under this Section shall be reduced by the amount of such expenditure.

**CHAPTER 3 - CONDITIONS OF SERVICE**

**ARTICLE 1 - GENERAL**

**5-3.101      LANDS ELIGIBLE: GENERAL**

The following lands are eligible for sewer service:

- (a)      Lands lying within the boundaries of a sanitation improvement district.
- (b)      Lands lying outside of the District, but within the boundaries of another governmental agency, may be eligible to discharge sewage into District trunk sewers, pursuant to contract with the governmental agency which provides the governmental agency contribute equitably to the improvement district costs.

**5-3.102      LANDS ELIGIBLE: ANNEXATION TO AN IMPROVEMENT DISTRICT**

Territory within the District may be annexed to and become a part of an improvement district, subject to the terms and conditions of such annexation as determined by the Board.

**5-3.103      LANDS ELIGIBLE: CONTRACT WITH ANOTHER AGENCY**

From time to time, agreements are entered into between the City of Los Angeles and the District, for sewage disposal from within U-2, U-3 or B of the District. The District shall not approve sewer plans for property within I.D. U-3 or B until an outlet is assured. The applicant for a sewage connection within U-3 or B shall obtain the consent of the City of Los Angeles for a District outlet to provide sewer service for such applicant. When such assurance has been obtained, applicant shall pay the appropriate connection fee to the District for each sewage unit sought to be connected.

**ARTICLE 2 - EXPANSION OF FACILITIES**

**5-3.201      SYSTEM EXPANSION: GENERAL**

- (a)      The applicant shall construct pipelines and appurtenances necessary to connect the applicant's sewage disposal system to the trunk sewer. If the applicant's property fronts upon a trunk sewer or a collector sewer connected to a trunk sewer, a lateral connection can be made without the extension of facilities. If the applicant's property does not front upon a trunk sewer or a collector sewer connected to a trunk sewer, the applicant shall provide for the construction of a trunk sewer extension or a collector sewer extension to connect to a trunk sewer.
- (b)      Pipelines and appurtenances connected to the trunk sewer shall be constructed in accordance with District requirements.

**5-3.202      FINANCING SYSTEM EXPANSION: TRUNK SEWERS**

- (a)      If an applicant is required to construct a trunk sewer and the trunk sewer is a part of an improvement plan adopted by an improvement district, the District shall pay for the cost of design and construction if improvement district bond funds are available for such



purpose and if the Board determines it is in the best interest of the improvement district to construct such facilities with bond funds.

(b) If an applicant is required to construct a trunk sewer without the use of bond funds and if the trunk sewer will be capable of servicing more than one parcel of land, the District may enter into a main extension refund agreement with the applicant whereby the applicant shall bear the entire cost of the design and construction of the facilities and the District shall collect a pro rata share of the cost of such facilities from other applicant's for service to other property fronting the trunk sewer and remit the same to the original applicant when so collected.

(c) If the applicant is required to provide for the construction of a trunk sewer without the use of improvement district bond funds and if the trunk sewer will be capable of serving more than one parcel of land, the District may allow the formation of an assessment district in lieu of entering into a main extension refund agreement.

**5-3.203 FINANCING SYSTEM EXTENSIONS: COLLECTOR SEWERS**

An applicant who is required to provide for the construction of a collector sewer shall finance the cost of such facilities without District participation. Such construction will be administered by the administrative authority.

**5-3.204 DESIGN AND CONSTRUCTION STANDARDS: GENERAL**

Pipelines and appurtenances which are constructed to deposit industrial waste or domestic sewage into the District's trunk sewers shall not be connected to the District's trunk sewers unless said pipelines and appurtenances are designed and constructed in accordance with applicable District standards and administrative authority standards.

**5-3.205 DESIGN & CONSTRUCTION STANDARDS:  
LATERAL CONNECTIONS TO A TRUNK SEWER**

(a) Laterals shall be installed as shown on the District's standard specifications. No additional laterals shall be attached to any sewer connection, nor shall laterals be extended to collect other sewage discharges without prior approval of the District and the local sewer authority. A person making an unauthorized lateral extension or additions shall be subject to immediate disconnection, in addition to the liability incurred for other expenses and charges.

(b) A gas trap shall be installed in each lateral connection attached to a trunk sewer, between the sewer and a vents installed on the property, and the trap shall be maintained at the expense of the owner of the lateral.

(c) Sewer connections shall be made only at points on trunk sewers approved by the General Manager. Such connections shall be installed by the District at the applicant's expense and in accordance with the standard specifications of the District and of the agency having jurisdiction of the street containing the trunk sewers.

(d) The applicant shall excavate in accordance with the District's standard specifications, and notify the District at least forty-eight hours in advance of the commencement of the excavation. The District shall also be notified of the completion of the lateral attachment to the connection so inspection may be made prior to backfill of the trench for the lateral sewer.

ITEM 8A

5-3.206

**DESIGN AND CONSTRUCTION STANDARDS:  
COLLECTOR CONNECTIONS TO A TRUNK SEWER**

- (a) Collector sewers shall be connected to District trunk sewers only at locations and in the manner specified by the General Manager. Collector sewer connections shall be constructed in accordance with District specifications.
- (b) Plans and specifications of collector sewers and connections to trunk sewers, shall be prepared by a registered Civil Engineer, and be submitted to the District prior to construction. The connection shall remain plugged until said acceptance.
- (c) The District shall inspect the actual work of making a collector sewer connection, and must be given at least forty-eight hours notice prior to commencement of such work. The District must be notified of the completion of such work so inspection may be made prior to acceptance by the District.
- (d) The collector sewer, up to the point where it joins the connection at the trunk sewer, shall be dedicated to the appropriate governmental agency. No additional collector sewers shall be connected to collector sewer connection or collector sewer system without prior approval of the District.
- (e) The collector sewer connection shall be dedicated to the District.

5-3.207

**DESIGN AND CONSTRUCTION STANDARDS: ADDITIONAL  
REQUIREMENTS FOR INDUSTRIAL WASTE CONNECTIONS**

- (a) Industrial waste connections shall be made on trunk sewers or collector sewers only at locations and in the manner specified by the General Manager and Administrative Authority.
- (b) Plans and specifications shall be prepared, submitted, reviewed and certified for in the same manner as for collector connections to a trunk sewer.
- (c) Industrial waste systems and laterals must, for the purpose of control, be separated from domestic systems and laterals.

ITEM 8A

**CHAPTER 4 - CONTINUATION OF SERVICE**

**ARTICLE 1 - RATES: TIME AND MANNER OF PAYMENT**

**5-4.101      GENERAL**

Sanitation service shall continue to be provided by the District if the customer pays the rates, fees and charges set forth herein and otherwise complies with this Chapter.

**5-4.102<sup>6</sup>      RESIDENTIAL SERVICE CHARGES**

(a) Each customer assigned to the Single and Multi-Family Class shall pay a bi-monthly service charge to offset the cost of collection, treatment, and disposal of sewage and administrative cost.

(b) Service charge shall be based on the average winter water use from December 1 to March 31 for Single Family Class.

(c) Service charge applies for all billing periods until changed by (b) above.

(d) The 10% discount based on bimonthly potable water use is rescinded.

	<b>Winter Water Use (hcf)</b>	<b>1/1/2013</b>	<b>FY 13/14</b>	<b>FY 14/15</b>
Single-Family	10 or less	\$ 74.31	\$ 74.31	\$ 75.80
	11	80.02	80.02	81.63
	12	85.73	85.73	87.45
	13	91.44	91.44	93.27
	14	97.15	97.15	99.10
	15	102.86	102.86	104.92
	16 or more	108.56	108.56	110.74
Multi-Family	n/a	\$ 68.59	\$ 68.59	\$ 69.97

**5-4.103<sup>7</sup>      NON-RESIDENTIAL SERVICE CHARGES**

(a) Each non-residential sewer customer shall pay a bi-monthly account charge to offset the cost of administering the customer's account as follows:

	<b>Commencing with meter reads on or after:</b>		
	1/1/2013	FY 13/14	FY 14/15
Account Service Charge	\$17.21	\$17.21	\$17.56

<sup>6</sup> Amended by Ord. No. 11-12-270 on Nov 13, 2012, drafted by LV.

<sup>7</sup> Amended by Ord. No. 11-12-270 on Nov 13, 2012, drafted by LV.

(b) The bi-monthly service charge for non-residential developments shall be based upon the quality and quantity of water reaching the sewer. The rate charged will be computed as follows commencing with meter reads on or after:

		<b>Sewer Charge Per 100 Cubic Feet of Water Delivered In Excess of:</b>			
	<b>Minimum Bi- Monthly Sewer Charge per ERU</b>	<b>29.5 HCF/ERU Class 1</b>	<b>17.3 HCF/ERU Class 2</b>	<b>11.4 HCF/ERU Class 3</b>	<b>Class 4</b>
1/1/2013	\$91.35	\$3.10	\$5.29	\$8.02	As Determined By the General Manager
1/1/2014	\$91.35	\$3.10	\$5.29	\$8.02	
1/1/2015	\$93.18	\$3.16	\$5.39	\$8.18	

**5-4.104 SEWER SERVICE CHARGES: CLASS 5**

Industrial waste permittees, or others discharging wastes with a high B.O.D., suspended solids content, quality or flow or other factors of waste discharge that affect the sewage transmission, the sewers, treatment or disposal, will be charged in proportion to the relative strength of the waste, as determined by appropriate examination procedures. All costs of such tests shall be borne by the permittee.

**5-4.105 SEWER SERVICE CHARGES: BILLING**

(a) Sewer service charges shall be billed, due, payable, delinquent and/or discontinued in a manner similar to and at the time or times of regular water accounts of the District.

(b) In the case of a sewer connection where water is not being supplied directly by the District, billings of sewer service charges shall be billed, due, payable and delinquent in the same manner as water accounts, but service charges shall continue to accrue until the sewer connection is physically removed. Such sewer connections, where water is not supplied by the District, shall become subject to removal and disconnection 45 days following the date of delinquency of any unpaid sewer service charge. Sewer connections which have been removed shall not be reinstated until all delinquent charges have been paid to the District along with costs of removal and reinstallation including District overhead, with a minimum charge of \$25.00.

**5-4.106 SEWER SERVICE CHARGES: BILLING: PRORATION**

Bills for sewer service for periods of time less than two months shall be prorated on the basis of a 60 day bi-monthly billing period.

**5-4.107 SEWER SERVICE CHARGES: BILLING:  
PREVIOUSLY UNAUTHORIZED CONNECTIONS**

In addition to the other charges specified herein, upon discovery of an unauthorized sewer connection, the property owner shall pay to the District sewer service charges accruing from the date of connection to the date of discovery and thereafter. For the purposes of

ITEM 8A

this section, the date of connection shall be the date determined pursuant to Chapter 2, Article 2. The amount of accrued monthly sewer service charges shall be based on the sewer service rates existing as of the date of discovery.

## **ARTICLE 2 - USAGE**

### **5-4.201<sup>8</sup>      USAGE: GENERAL**

- (a) No connection shall be made or permitted to the trunk sewers which will admit wastes which do not comply to the discharge and waste requirements of this title.
- (b) No person shall knowingly discharge or deposit or allow discharge or deposit into trunk sewers of solids or fluids which create nuisances, such as offensive odors, are a menace to public health, or are detrimental to the functioning of said trunk sewer or to the treatment and disposal facilities and processes of the District.
- (c) The Director of Operations shall be consulted prior to the discharge or deposit of wastes other than those of a sanitary nature derived from the ordinary living processes, or of such character so as to permit satisfactory disposal without special treatment.

### **5-4.202<sup>9</sup>      USAGE: PROHIBITED DISCHARGES AND WASTES**

The following discharges and wastes are prohibited from introduction into the trunk sewers:

- (a) Brines, including brines produced in the regeneration of water softeners shall not be discharged into the trunk sewers without a permit from the Director of Operations.
- (b) Uncontaminated cooling water shall not be discharged into the trunk sewers.
- (c) No persons shall discharge or cause to be discharged any rainwater, storm water, groundwater, street drainage, subsurface drainage, yard drainage, including evaporative type air cooler discharge water, and to any sewage facility which is directly or indirectly connected to the sewage facilities of the District.

### **5-4.203      USAGE: DISCHARGES REQUIRING SPECIAL PERMITS: GENERAL**

- (a) No person shall discharge or cause to be discharged rainwater, storm water, groundwater, street drainage, subsurface drainage, yard drainage, including evaporative type air cooler discharge water, to a sewage pipe directly or indirectly connected to the sewage pipes of the District.
- (b) Swimming pool waste water discharges are limited to the hours of twelve midnight to six a.m., and are further subject to the limitations contained in the permit. (c) Cesspool or septic tank pump trucks discharging into District facilities, are subject to the limitations contained in such permit. The contents of cesspools or septic tanks located outside the boundaries of sanitation improvement districts No. U-1 or U-2 shall not be accepted for discharge into District facilities. At the discretion of the Director of

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<sup>8</sup>Amended by Ordinance 6-93-207

<sup>9</sup>Amended by Ordinance 9-93-211



Operations, industrial waste permits and County Health Department Permits shall first be obtained by applicant.

(d) A person discharging, or proposing to discharge industrial wastes to the trunk sewers shall obtain a permit therefor from the County Engineer if the Director of Operations determines a permit is required under the regulations of the County of Los Angeles.

**5-4.204** <sup>10</sup>

**INDUSTRIAL WASTES: LIMITATIONS**

Each request for a permit to discharge industrial wastes to the trunk sewer shall be reviewed and approved of the Director of Operations. In addition to limitations on industrial wastes imposed by the County Engineer, the following general limitations shall apply industrial wastes discharged to the trunk sewers:

(a) Material which will settle out in the sewers, such as sand or metal filings, shall not be discharged to the sewers. Waste waters containing such materials must be passed through sand traps or other suitable structures, properly designed and maintained by the permittee, before discharge to the sewer.

<sup>11</sup>(b) Oils and greases shall not be discharged to the sewer system in concentrations greater than 100 mg/1.

(c) Unreasonable or unnecessarily large amounts of suspended solids shall not be discharged into the sewer.

<sup>12</sup>(d) Pollutants, including oxygen demanding pollutants (BOD etc.) shall not be discharged into the sewer at flow rates or concentrations that will cause interference with the Water Reclamation Facility or enhance the formation of excessive sulfides in the collection system.

(e) Wastes of strong odors, such as mercaptans, shall not be discharged into the sewer.

(f) Dissolved sulfides in wastes discharged into the sewer shall not exceed a concentration of 0.1 pH.

(g) Acids shall not be discharged into the sewer unless neutralized to a pH value of 6 or above. Highly alkaline wastes will usually be accepted, except where they may cause incrustation of sewers. Nitric acid requires special consideration; the Director of Operations shall be consulted prior to making such discharges.

<sup>13</sup>(h) Pollutants which result in the presence of toxic gases, vapors or fumes in quantities that could endanger worker health and safety in the collection system or Water Reclamation system shall not be discharged.

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<sup>10</sup>Amended by Ordinance 6-93-207

<sup>11</sup>Amended by Ordinance 6-93-207

<sup>12</sup>Amended by Ordinance 6-93-207

<sup>13</sup>Amended by Ordinance 6-93-207

(l) Contaminated cooling water blow down, or bleed, from cooling towers or other evaporative coolers and when cooling is done by using only heat exchange, without utilizing evaporative cooling, the waste water shall not be discharged to the sewer.

(j) Industries shall segregate sewage and industrial wastes from roof and yard run-off. Roof and yard run-off shall not be discharged to the sewer.

<sup>14</sup>(k) The temperatures of discharges shall not exceed 140 degrees Fahrenheit (60 degrees Celsius). Where the quantity of discharge represents a significant portion of the flow in a particular sewer, it may be necessary to lower the temperature further.

(l) Chemical solutions containing nitric acid or salts thereof in concentrations above 5% by weight, and volumes in excess of 300 gallons shall not be discharged into the sewer. Industries desiring to dispose of such wastes may consult the District as to permissible disposal methods.

<sup>15</sup>(m) Wastes containing boron, fluorides, chlorides and sodium or potassium or other dissolved solids which will cause the effluent of the District's treatment facilities to exceed the requirements of the Regional Water Quality Control Board shall not be discharged into the District's sewers.

<sup>16</sup>(n) Pollutants that could create a fire or explosion hazard in the sewers or treatment facility shall not be discharged. This includes, but is not limited to, discharges with a closed cup flash point of less than 140 degrees Fahrenheit (60 degrees Celsius) using test methods specified in 40 CFR261.21.

5-4-205 <sup>17</sup>

#### LOCAL LIMITS

No person shall discharge or cause to be discharged wastewater containing in excess of the following instantaneous maximum allowable discharge limits:

0.05 mg/l	arsenic	(AS)
0.005 mg/l	beryllium	(BE)
0.02 mg/l	cadmium	(CD)
0.07 mg/l	chromium	(CR)
0.30 mg/l	copper	(CU)
0.02 mg/l	cyanide	(CN)
0.20 mg/l	lead	(PB)
0.002 mg/l	mercury	(HG)
0.50 mg/l	nickel	(NI)
0.08 mg/l	silver	(AG)
0.50 mg/l	zinc	(ZN)
0.02 mg/l	selenium	(SE)
100 mg/l	oil and grease	(O&G)
140 deg. F	temperature	

<sup>14</sup>Amended by Ordinance 6-93-207

<sup>15</sup>Amended by Ordinance 6-93-207

<sup>16</sup>Amended by Ordinance 6-93-207

<sup>17</sup>Added by Ordinance 6-93-207.

ITEM 8A

1.5 mg/1	boron	(B)
1.2 mg/1	fluoride	(F)
325 mg/1	sulfate	(SO <sub>4</sub> )
175 mg/1	chloride	(C1)
1000 mg/1	TDS	
0.1 mg/1	sulfide	(H <sub>2</sub> S)

The discharge concentration of any pollutant not specifically listed shall not exceed the Maximum Contaminant Level (MCL) for the pollutant as established by the California Department of Health Services for drinking water.

### **ARTICLE 3 - PROTECTIVE MEASURES**

#### **5-4.301      GENERAL**

Each customer shall comply with this Article to collection, treatment and disposal processes are not damaged.

#### **5-4.302      DEFINITIONS**

The following terms are defined for the purposes of this Article unless otherwise apparent from context:

(a) "Act" means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 38 U.S.C. Sections 1251 et seq.

(b) "Administrator" or "Regional Administrator" means the appropriate Environmental Protection Agency Regional Administrator.

(c) "Interference" means inhibition or disruption of the District's sewer system, treatment process or operations which contributes to a violation of any requirement of its National Pollution Discharge Elimination System (NPDES) permit. The term includes prevention of sewage sludge use or disposal by the District's facilities in accordance with Section 405 of the Act, or any criteria guidelines or regulations developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substance Control Act, or more stringent state criteria (including those contained in any state sludge management plan prepared pursuant to Title IV of the Solid Waste Disposal Act) applicable to the method of disposal or use employed by the District's treatment facilities.

(d) "Indirect discharge" means the discharge or introduction of non-domestic pollutants from any source regulated under Section 307(b) or (c) of the Act, into the District's treatment facilities.

(e) "New source" means any source, the construction of which is commenced after the publication of proposed regulations prescribing a Section 307(c) categorical Pretreatment Standard which will be applicable to such source, if such Standard is thereafter promulgated within one hundred twenty (120) days of the proposal in the Federal Register. Where the Standard is promulgated later than 120 days after the proposal, New Source means any source, the construction of which is commenced after the date of promulgation of the Standard.

(f) "Publicly Owned Treatment Works" or "POTW" means a treatment works as defined by Section 212 of the act, which is owned by a state or municipality (as defined by

ITEM 8A

Section 502(4) of the Act). This definition includes any sewers that convey waste water to such a treatment works, but does not include pipes, sewers or other conveyances not connected to a facility providing treatment. The term also means the municipality as defined in Section 502(4) of the act, which has jurisdiction over the indirect discharges to and the discharges from such treatment works.

#### **5-4.303 NATIONAL CATEGORICAL PRETREATMENT STANDARDS**

Upon promulgation of the Categorical Pre-treatment Standards for a particular industry sub-category, the Federal Standard, if more stringent than the limitations imposed under this ordinance for sources in that sub-category, shall immediately supersede the limitations imposed under this ordinance. The Director of Operations shall notify all effected Users of the applicable requirements under the General Pretreatment Regulations, Solid Waste Disposal Act, and the Act.

#### **5-4.304 PRETREATMENT COMPLIANCE SCHEDULE**

If additional pretreatment and/or operation and maintenance will be required to meet the Pretreatment Standards, the shortest schedule by which the user will provide such additional pretreatment shall be utilized. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard.

The following conditions shall apply to the schedule:

- (1) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, and so forth.
- (2) No increment referred to in Paragraph 1 shall exceed nine (9) months.
- (3) Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the Director of Operations including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for the delay, and the steps being taken by the user to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the Director of Operations.

#### **5-4.305 REPORTING REQUIREMENTS FOR PERMITTEE**

- (1) Compliance, Date of Report

Within ninety (90) days following the date for final compliance with applicable Pretreatment Standards or, in the case of a New Source, following commencement of the introduction of waste water into POTW, any user subject to pretreatment Standards and Requirements shall submit to the Director of Operations a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by Pretreatment Standards and Requirements and the average and minimum daily flow for those process units in the user facility which are limited by such Pretreatment Standards or Requirements. The report shall state whether the applicable Pretreatment Standards or

Requirements are being met on a consistent basis and, if not, what additional operation and maintenance and/or Pretreatment is necessary to bring the user into compliance with the applicable Pretreatment Standards or Requirements. This statement shall be signed by an authorized representative of the user, and certified to by a qualified professional.

(2) Periodic Compliance Reports

(a) Any user subject to a Pretreatment Standard, after the compliance date of such Pretreatment Standard, or, in the case of a New Source, after commencement of the discharge into the POTW, shall submit to the Manager of Water Reclamation Operations during the month of June and December, unless required more frequently in the Pretreatment Standard or by the Director of Operations, the report indicating the nature and concentration of pollutants in the effluent which are limited by such Pretreatment Standards. In addition, this report shall include a report of all daily flows which during the reported period exceeded the average daily flow reported in the paragraph above. At the discretion of the Director of Operations and in consideration of such factors as local high or low flow rates, holidays, budget cycles and so forth, the Director of Operations may agree to alter the monitoring which the above reports are to be submitted.

(b) The Director of Operations may impose mass limitations on users which are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases where the imposition of mass limitations are appropriate. In such cases, the report required by subparagraph (a) of this paragraph shall indicate the mass of pollutants regulated by Pretreatment Standards in the effluent by the users. These reports shall contain the results of sampling and analysis of the discharge, including the flow and nature and concentration, or production and, where requested by the Director of Operations, mass of pollutants contained therein which are limited by the applicable Pretreatment Standards. The frequency of monitoring shall be prescribed in the applicable Pretreatment Standards. All analysis shall be performed in accordance with the procedures established by the Administrator pursuant to Section 304(g) of Act and contained in 40 CFR, Part 136 amendments thereto or with any other test procedures approved by the Administrator. Samplings shall be performed in accordance with the techniques approved by the Administrator.

**5-4.306 PUBLIC NOTIFICATION OF VIOLATIONS**

The District shall annually publish, in the largest daily newspaper within the jurisdiction, a list of users which are not in compliance with any Pretreatment Requirements or Standards at least once during the twelve (12) previous months. The notification shall also summarize any enforcement action taken against the user during the same twelve (12) months.

**5-4.307 STATE REQUIREMENTS**

State requirements and limitations on discharges apply in any case where they are more stringent than Categorical Standards or this ordinance provided such requirements are adopted as set forth herein.

**5-4.308 MORE STRINGENT LIMITATIONS**

The District may establish more stringent limitations or requirements on discharges to the waste water disposal system if necessary to comply with the objectives as set forth in this ordinance.