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SACRAMENTO AREA SEWER DISTRICT

SEWER ORDINANCE

SDI-0079

Adoption Date: April 27, 2022

Effective Date: May 27, 2022

Sacramento Area Sewer District
10060 Goethe Road
Sacramento, CA 95827

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1. GENERAL PROVISIONS

1.1 Scope

The Sacramento Area Sewer District (District) is a wastewater sewer collection system operating in various portions of Sacramento County. The District collects wastewater and diverts it to the conveyance and treatment systems of the Sacramento Regional County Sanitation District (Regional San) and therefore must enforce all the provisions of the Regional San Consolidated Ordinance in addition to the provisions of the Sacramento Area Sewer District Sewer Ordinance (Ordinance). The Regional San Consolidated Ordinance is available for viewing at www.regionalsan.com.

This Ordinance defines uniform requirements for design, construction, and use of the sewer collection system; provides for the enforcement of these requirements, establishes penalties for violations; and defines responsibility for sewer collection system maintenance.

1.2 Objectives

The objectives of this Ordinance are:

- To protect the sewer collection system from damage
- To maintain the health and safety of the public and the safety of District employees assigned to operate and maintain the sewer collection system
- To enhance the environmental quality of the District service area and its surroundings
- To provide for control of the quantity and rate of flow of residential, commercial, and industrial discharges into the sewer collection system
- To protect and regulate operation of the sewer collection system and to establish enforcement procedures and penalties for violations to this Ordinance
- To define which discharges are permissible and which are prohibited to the District sewer collection system
- To establish how and when rates and fees are calculated and collected
- To establish necessary agreements for use of the District sewer collection system and to establish the authority to execute these agreements
- To provide design and construction standards and specifications to ensure District assets are consistently and cost-effectively designed and constructed.

1.3 Applicability of the Ordinance

The requirements of this Ordinance apply to all persons who are, through the issuance of permits or by contract, agreement, or action, users of the District sewer collection system, including new and prospective users and all existing users.

This Ordinance is gender neutral; thus, the masculine gender includes the feminine and vice-versa. “Shall” is mandatory, meaning, “must”; “may” is permissive or discretionary. The use of the singular includes the plural, and the plural includes the singular if so indicated by context.

1.4 Effective Date of the SASD Sewer Ordinance Amendment

Compiled from the ordinances and policies of the District, this document became the official Ordinance and the controlling authority of the District and is current through amendments effective May 27, 2022.

This Ordinance may be amended in the future as necessary. Amendments will be effective based on approval by the Board of Directors and in accordance with California Government Code §25124.

1.5 Title, Citation, and Reference

Fully titled the Sacramento Area Sewer District Sewer Ordinance, this Ordinance may be referred to as the SASD Ordinance in any prosecution for violation of any of its provisions in any proceeding at law or equity. Further, these shortened forms of the full title may be used for any adding, amending, correcting, or repealing of all or any part of this document. References to this Ordinance may be to the titles, chapters, sections, or subsections of the Ordinance. Such reference applies to that numbered title, chapter, section, or subsection as it appears in this Ordinance.

1.6 List of Repealed Ordinances and Policies

The following SASD Ordinances and Policies are hereby repealed as of the effective date of this Ordinance:

There are no ordinances or resolutions being repealed at this time.

1.7 Actions and Proceedings Continued

No actions or proceedings commenced before this Ordinance takes effect, and no rights accrued, are affected by the provisions of this Ordinance, but all procedures thereafter taken shall conform to the provisions of this Ordinance so far as possible.

1.8 Powers of Officers

Whenever this Ordinance grants a power to an officer or employee of the District or a duty is imposed upon such officer or employee, the power may be exercised or the duty performed by a deputy of the officer or employee or by a person authorized under law by the officer, if specifically delegated.

1.9 Appointment of District Engineer

The Board of Directors of Sacramento Regional County Sanitation District shall appoint a District Engineer who shall serve as the District Engineer of Sacramento Regional County Sanitation District and of the Sacramento Area Sewer District. The District Engineer shall report directly to the governing bodies of both the districts.

On appointment by the districts, the District Engineer shall be recommended by the County Executive Officer to the County Board of Supervisors for confirmation as the Agency Administrator of the Sanitation Districts Agency, or successor agency.

Compensation for the District Engineer shall be established and funded by the Districts and the County of Sacramento shall make necessary administrative changes to its Master Salary Ordinance or Resolution to reflect such compensation.

1.10 Facilities and Equipment

The District owns and operates certain facilities and equipment. To the extent of those owned and operated facilities or equipment, the District, through its governing body or the District Engineer, as appropriate, shall determine what personnel or contractors shall be utilized to provide services necessary for the operation and maintenance of such facilities or equipment.

1.11 Staffing

Subject to the provisions of this Ordinance, staff for the operations of the District shall be provided by the County of Sacramento through the Sanitation District Agency, or successor agency.

Budgets adopted by the District shall be sufficient to pay the direct and indirect costs of such staffing as well as the direct and indirect costs of other services required by the District and provided by the County.

The personnel assigned by the County to the District shall be governed by the appropriate provisions of the Sacramento County Code and applicable labor agreements.

The District Engineer, in consultation with the County's Director for the Department of Personnel Services, shall establish the process and parameters for recommended compensation to all unrepresented class assigned exclusively to the Sanitation District's Agency, or successor agency.

The County's Assistant to the County Executive for Labor Policy and Negotiations shall consult with the District Engineer and the District Board of Directors during negotiations with employee labor organizations which represent classes assigned to the Sanitation Districts Agency, or successor agency.

1.12 Administrative Authority

The Board of Directors (Board) is assigned the responsibility of administering all provisions of this Ordinance and shall exercise these responsibilities according to the purpose and intent of this Ordinance in a fair and objective manner. Except as otherwise provided herein, the Board delegates to the District Engineer of the Sacramento Area Sewer District (District Engineer) the responsibility to administer, implement, and enforce the provisions of this Ordinance. Any powers granted to or duties imposed upon the District Engineer, except termination of service, may be delegated by the District Engineer to other District personnel.

Furthermore, this Ordinance establishes the Board's authority to set rates and fees for the District, and to adopt those rates and fees by resolution.

1.13 Implementation

The District Engineer is hereby charged with implementing the provisions of this Ordinance.

To ensure that the intent of this Ordinance is carried out, the District Engineer may supplement the specific provisions of the Ordinance with additional requirements and policies. The District Engineer will take all actions necessary to fully implement this Ordinance.

The District reserves the right to waive any District standard or specification for a particular project. Appeals of the District Engineer's decision may be made to the Board.

1.14 Liberal Construction

The provisions of the Ordinance should be liberally construed to obtain its purposes and objectives.

The District reserves the right to establish by resolution more stringent limitations or requirements on discharges to the District sewer collection system if deemed necessary to comply with the objectives presented in this Ordinance or as necessary to protect the safety of District staff, the public, or contractors. No revision of limitations or requirements will subject the District to civil liability or penalty for interference with a right, vested or otherwise, of any user.

1.15 Applicability of Chapter

Unless the provision or the context otherwise requires, the general provisions, rules of construction, and definitions set forth in this chapter govern the structure and content of this Ordinance.

1.16 Title, Chapter, and Section Headings

Title, chapter, and section headings do not govern, limit, modify, or in any way affect the scope, meaning, or intent of the provisions of any title, chapter, or section.

1.17 English Language Required

Whenever this Ordinance requires any notice, report, statement, or record, it must be made in the English language.

1.18 Severability

If any provision of this Ordinance or its application to any person or in any circumstance is held invalid, the remainder of the Ordinance, or the application of such provisions to other persons or circumstances, shall not be affected.

1.19 Time of Day

Whenever a certain hour or time of day is specified in this Ordinance, such hour or time shall be in standard time or daylight saving time, whichever is in current use in the County of Sacramento, California.

1.20 Liability

No provision of this Ordinance is to be construed as imposing upon the District any liability or responsibility for personal injury or real property damage resulting from any activity or condition that arises or exists by virtue of any provision or requirement of this Ordinance. These activities and conditions include construction, installation, or repair of any facility, equipment, or real property as well as any defect of these items. Nor is the District or any District officer or employee to be held as assuming any liability or responsibility because of any inspection authorized by the Ordinance.

1.21 Definitions and Construction

Whenever the following terms or titles are used in this Ordinance or in any contract, agreement, document, or instrument governed by this Ordinance, they will have the meaning and construction defined below:

1. **ACCESSORY DWELLING UNIT:** An attached or detached residential dwelling unit that is co-located on a parcel with a proposed or existing primary residence and meets the definition and requirements for “accessory dwelling unit” in California Government Code Section 65852.2.
2. **ADMINISTRATOR:** The District Engineer or designee.
3. **ADMINISTRATIVE CIVIL LIABILITY:** The process of assessing and collecting an administrative penalty. The administrative civil liability process is administered directly by the District and does not require processing in a court of law.
4. **ADMINISTRATIVE COMPLAINT:** A formal complaint issued by the District to any person who violates any provision of this Ordinance. The complaint must (1) allege the act or failure to act that constitutes the violation of the District’s requirements, (2) cite the provisions of law authorizing civil liability, and (3) set forth the proposed civil penalty.
5. **ADMINISTRATIVE ORDER:** An enforcement document that directs users to implement corrective or remedial measures.
6. **ADMINISTRATIVE PENALTY:** A civil penalty assessed in conjunction with an administrative complaint, issued under California Government Code Section 54740.5.
7. **AFFORDABLE HOUSING COST:** Refers to the definition contained in California Health and Safety Code Section 50052.5, including cost limits for low and very low households in owner-occupied housing as further defined in Title 25 of the California Code of Regulations.
8. **AFFORDABLE RENT:** Refers to the definition contained in California Health and Safety Code Section 50053, including cost limits for low and very low households in rental housing, as further defined in Title 25 of the California Code of Regulations.
9. **AGREEMENT:** A contract that is entered into between the District and a person or an entity. The type of contract will dictate the signature authority required.
10. **ALLOWANCE:** An amount of money set aside under a contract for a special purpose as identified in the contract.

11. **ANCILLARY UNITS:** Units generally referred to as in-law-quarters, casitas, pool houses, or other secondary habitable dwellings that legally use the upper lateral of the primary residence on a parcel located in residential zoning. In some cases, an ancillary unit may have a legal connection to the sewer that is separate from the primary residence located on the same parcel. An “accessory dwelling unit” or “junior accessory dwelling unit” may be considered an ancillary unit.
12. **ARCHITECT:** A person or persons, firm, partnership, joint venture, corporation, or combination, or an authorized representative legally authorized to practice architecture in the State of California.
13. **AS-BUILTS:** Drawings prepared by the contractor that document changes to, additions to, or deductions from the contract documents and represents the work as constructed.
14. **AS SHOWN:** Where “as shown,” “as latest indicated,” “as detailed,” or words of similar meaning are used, the reference is to the contract documents unless specifically stated otherwise. Where “as directed,” “as permitted,” “approved,” or words of similar meaning are used, they mean the direction, permission, or approval of the District.
15. **AVERAGE DAILY FLOW:** The total flow of wastewater in gallons during a normal operating calendar day of 24 hours, which can be measured over a period not fewer than 3 months.
16. **BACKUP INTO STRUCTURE:** When sewage backs up into a structure or a fixture caused by a stoppage or other failure to collect and convey sewage into the sewer system (upper or lower lateral, main line, manhole, pump station or force main). A stoppage in the building sewer or building fixtures is not a sanitary sewer overflow nor a backup into structure.
17. **BID:** When submitted on the prescribed bid form, properly signed, and guaranteed, the bid constitutes the offer of the bidder to complete the work at the prices shown on the bidder’s bid form.
18. **BIDDER:** Any person, persons, firm, partnership, joint venture, corporation, or combination submitting a bid for the work, acting directly or through a duly authorized representative.
19. **BID DOCUMENTS:** The sum of the documents that comprise the bid by a bidder to perform the work.
20. **BID OPENING:** The event during which the sealed proposals submitted by bidders to perform the work are opened and publicly read.
21. **BOARD OF DIRECTORS:** The governing body of the Sacramento Area Sewer District, as set by the California State Code. Also referred to as the “Board.”
22. **BOARD OF SUPERVISORS:** The Board of Supervisors of the County of Sacramento, a political subdivision of the State of California.
23. **BUILDING CLEANOUT:** A pipe installed in the ground near the building’s foundation, designed to provide parcel owners access to the upper lateral and the building plumbing.
24. **BUILDING SEWER:** That portion of the sanitary sewer receiving discharge from waste pipes in a building and conveying the discharge to the junction with the upper lateral.

- 25. BUILDING PLUMBING:** The drain piping from the outlet of the fixture to the building cleanout or if no building cleanout exists, then two-feet outside the perimeter of the building.
- 26. BYPASS:** The intentional diversion of waste streams from any portion of a user's facilities.
- 27. CATEGORY 1 SSO:** Discharges of untreated or partially treated wastewater of any volume resulting from an enrollee's sanitary sewer system failure or flow condition that:
- i. Reach surface water and/or reach a drainage channel tributary to a surface water; or
 - ii. Reach a Municipal Separate Storm Sewer System (MS4) and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).
- 28. CATEGORY 2 SSO:** Discharges of untreated or partially treated wastewater of 1,000 gallons or greater resulting from an enrollee's sanitary sewer system failure or flow condition that do not reach surface water, a drainage channel, or a MS4 unless the entire SSO discharged to the storm drain system is fully recovered and disposed of properly.
- 29. CATEGORY 3 SSO:** All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition.
- 30. CATHODIC PROTECTION SYSTEM:** The system that protects metallic materials from corrosion damage due to stray electrical currents and to control corrosion from aggressive soils.
- 31. CEASE AND DESIST ORDER:** An administrative order issued by the District requiring a user to halt the discharge of wastewater that is in violation of the provisions of this Ordinance.
- 32. CERTIFICATION LETTER:** A written certification prepared by the Sacramento Housing and Redevelopment Agency indicating that a project is a qualified residential project.
- 33. CLEANOUT:** A pipe installed in the ground that provides access to a sewer. Also see Building Cleanout or District Cleanout.
- 34. COLLECTOR (ALSO CALLED COLLECTOR SEWER OR COLLECTOR SEWER FACILITY):** A sewer facility designed to carry less than one million gallons per day peak wet weather flow and receiving wastewater from another collector, sewer lateral, or sewer facility that services only one user.
- 35. COMBINATION AIR RELEASE VALVE:** A combination air and vacuum valve that enables air to be released from a pressurized pipe or force main, and that prevents a vacuum from developing during draining or water column separation of the system.
- 36. COMBINED SEWER:** A sewer that serves as both a sanitary sewer and a stormwater conveyance system.

37. **COMMERCIAL USER:** A commercial user results when the provision of the sewer collection service is not defined as either “residential user” or “industrial user.”
38. **COMMUNITIES:** Within the unincorporated areas, those areas delineated in the Sacramento County Assessor’s Database. Within the incorporated areas, communities are determined by the respective local jurisdiction.
39. **COMPLIANCE ORDER:** An administrative order directing the user to achieve or restore compliance by a specified date. Such an order may include a compliance schedule with specific milestones for achieving steps toward compliance and for tracking and recording progress. The District issues the compliance order unilaterally when noncompliance cannot be resolved without construction, repair, or process changes and when the user is not making a good faith effort to achieve compliance.
40. **CONDOMINIUM:** Any individually owned family dwelling unit co-located with one or more such units in the same structure.
41. **CONSENT ORDER:** An administrative order establishing an agreement with any user responsible for noncompliance and specifying action to be taken by the user to correct the noncompliance within a time also specified by the order.
42. **CONSULTING ENGINEER:** That person legally authorized to practice civil engineering in the State of California who prepares or submits improvement plans or specifications to the District for approval. May also be called a design engineer. When the District Standards and Specifications require that approval be obtained from the District, such approval must be requested by the consulting engineer.
43. **CONTAMINATION:** An impairment of the quality of the environment, including waters of the State, by waste to a degree that creates a hazard to public health through the spread of disease or the creation of toxic conditions.
44. **CONTRACT CHANGE ORDER:** A contract change approved by the District Engineer or by the Board of Directors that includes alterations, deviations, additions to, or deletions from the contract required for the proper completion of the work.
45. **CONTRACT DOCUMENTS:** The written agreement signed by the contractor covering the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. The contract documents must include the notice to contractors, bid, plans, specifications, District Standards and Specifications, contract bonds, and any project-specific specifications or documents as well as all supplemental agreements amending or extending the work contemplated and that may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the contract documents and include contract documents and contract change orders.
46. **CONTRACT TIME:** The time stated in the contract documents for completion of the work. The contract time may be a single allotment of time, a group of times specific to portions of the work, or a combination of the two.
47. **CONTRACTING AGENCY:** Any public agency (including an agency of the state or federal government) that is not a party to the Master Interagency Agreement and has a

separate agreement that allows the contribution of wastewater from its system to the District sewer collection. Contracting agencies need not be annexed to the District.

48. **CONTRACTOR:** Any person that is responsible for the construction, maintenance or repair of sewer facilities within the District service area. All contractors under contract to do work must be licensed according to the laws of the State of California.
49. **CONTRIBUTING AGENCY:** Signatories to the Master Interagency Agreement (MIA).
50. **COUNTY:** The County of Sacramento, a political subdivision of the State of California.
51. **CUSTOMER:** Owner of the parcel being served by the District's sewer collection system.
52. **DEFERRED SEWER INFRASTRUCTURE AGREEMENT:** An agreement that allows sewer infrastructure construction to be deferred.
53. **DESIGN ENGINEER:** See Consulting Engineer.
54. **DEVELOPER:** Any person or persons, firm, partnership, corporation, or combination that is financially responsible for the construction of approved sewer facilities within the District.
55. **DISTRICT:** See Sacramento Area Sewer District.
56. **DISTRICT BOARD OF DIRECTORS:** The Board of Directors of the Sacramento Area Sewer District.
57. **DISTRICT CLEANOUT:** A pipe installed in the ground near the sewer easement or right-of-way that provides access to the District's sewer pipe.
58. **DISTRICT ENGINEER:** District Engineer is appointed by the Regional San Board of Directors to oversee the operations of the Sacramento Regional County Sanitation District and the Sacramento Area Sewer District.
59. **DISTRICT SERVICE AREA MAP:** Graphic that depicts the area that is eligible to receive sewer service from the District.
60. **DOMESTIC WASTEWATER:** Liquid, solid, and water-carried waste originating from residential sources. Any wastewater produced by ordinary living uses, including liquid waste containing animal or vegetable matter in suspension or solution, or the water-carried waste from the discharge of toilets, showers, washing machines, sinks, dishwashers, or other source of water-carried wastes of human origin. This definition includes wastewater from commercial and industrial sources which is of a similar source and quality to that produced by these same ordinary living uses.
61. **DOUBLE WYE:** A single lower lateral serving two or more parcels.
62. **EASEMENT:** An acquired legal right to use land in the manner specified in the legal document. The easement is itself a real property interest, but legal title to the underlying land is retained by the land owner for all other purposes than those specified. The land owner who grants the easement cannot build structures within the easement area or use fencing that would hinder access.
63. **ENFORCEMENT OFFICIAL:** The District Engineer or any other official or employee authorized by the District Engineer to enforce compliance with this Ordinance.

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- 64. ENFORCEMENT RESPONSE PLAN:** A document detailing procedures for investigation and response to instances of user noncompliance with provisions of the District Ordinance, wastewater discharge permit or order including implementation of the enforcement response most appropriate for a given violation. The enforcement response plan ensures that consistent, timely, fair and equitable enforcement procedures are implemented for instances of noncompliance.
- 65. EQUIVALENT SINGLE-FAMILY DWELLING (ESD):** A parameter used to identify the sewage discharge on the basis of a single-family detached residential dwelling.
- 66. ESTIMATED QUANTITIES:** The list of items and the estimated quantities associated with work. The estimated quantities provide the basis for the bid.
- 67. EXPANSION AREA:** The geographical area within the District service area that is not part of the relief area.
- 68. FINAL COMPLETION:** Completion of all work included in a project or contract, including work directed by field instructions, written directives, change orders, punch lists, and correction of defective work, submittal of operation and maintenance manuals, as-builts, and test reports.
- 69. FIELD INSTRUCTION:** A written order effecting a change or clarification in the work that may involve an adjustment to the contract sum or an extension to the contract time.
- 70. FISCAL YEAR:** The year beginning July 1 of a given year and ending June 30 of the following year.
- 71. FIXTURE UNIT:** The unit equivalent of plumbing fixtures as defined in the most recent edition of the Uniform Plumbing Code under the public use category. For purposes of determining rates, there are 23 fixture units/ESD, which is rounded to 0.04 ESD/fixture units.
- 72. FLUSHER BRANCH:** The upstream end of a main line pipe that ends as a cleanout at ground level. A flusher branch may consist of either an elbow with an angled riser to the ground surface or a wye or tee fitting with a vertical riser to the ground surface and a plug or stub line at the end of the pipe.
- 73. FOOD SERVICE ESTABLISHMENT:** A facility that prepares or packages food or beverages for sale or consumption, onsite or offsite, with the exception of private residences.
- 74. FORCE MAIN:** The pressurized sewer facilities that convey sewage from a pump or lift station into a gravity pipeline.
- 75. GARBAGE:** Solid wastes from preparing, cooking, and dispensing food, and from handling, storing, and selling food products.
- 76. GRAVITY PIPELINE:** The non-pressurized conveyance facilities of the sewer collection system.
- 77. GREASE INTERCEPTOR:** A device designed and installed to separate grease, oil, solids, and other related undesirable matter from normal wastes and retain them, permitting normal liquid wastes to discharge into the District's sewer collection system. The device must be consistent with the requirements of the California Plumbing Code.
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- 78. GROSS ACRE:** An area of 43,560 SF, which includes the total area within the property lines of a lot or parcel of land before public right-of-ways are deducted from such lot or parcel.
- 79. GROUNDWATER:** Water held underground in soil or permeable rock.
- 80. GROUNDWATER REMEDIATION DISCHARGER:** A User issued a Wastewater Discharge Permit by the District to discharge polluted groundwater to the sewer system and not classified as an Industrial or Temporary Discharge Permit User.
- 81. HALFPLEX:** One-half of an attached structure designed for occupancy by a single-family. There are two halfplexes per structure, with property lines separating each unit. Each halfplex is deeded separately and has its own parcel number.
- 82. HAZARDOUS MATERIALS:** Any substance, or combination of substances, that is classified as hazardous under state (California Health and Safety Code, Section 25501 (o)) or federal regulations, is included on the federal list of toxic pollutants as specified in 40 CFR 403, or is included in the list of hazardous substances as specified in 40 CFR 116. Used here, hazardous material will also include any substance, waste, or material that meets any of the following criteria: (1) Toxic—capable of producing injury, illness, or damage to humans, livestock, or wildlife through ingestion, inhalation, or absorption through any body surface; (2) Corrosive—capable of destroying by chemical action living tissue through contact; (3) Irritants—capable of causing a local inflammatory reaction; (4) Strong sensitizers—capable of causing allergic or hypersensitive reactions; or (5) Flammable—capable of burning during normal handling and producing harmful gas or particles.
- 83. HAZARDOUS WASTE:** Any waste classified as hazardous waste under 40 CFR 261 or as otherwise defined by state statute or regulation.
- 84. HOLDING TANK WASTE:** Any waste from holding tanks, such as vessels, chemical toilets, campers, trailers, and vacuum-pump tank trucks.
- 85. INCREMENTAL SEWER IMPACT FEE:** A fee calculated to pay for a user's proportionate share of sewer capacity and other related costs required for users increasing their flow.
- 86. INDUSTRIAL USER:** A user defined as "industrial" in the Regional San Consolidated Ordinance.
- 87. INFILTRATION:** Any water entering the District sewer collection system from the ground, through means including, but not limited to, defective pipes, pipe joints, connections, or manhole walls.
- 88. INFLOW:** Any water entering or discharging into the District sewer collection system from sources including, but not limited to the following: roof leaders, cellars, yard and area drains, fountain drains, crushed laterals, cooling water discharges, drains from springs and swampy areas, manhole covers, cross-connections from storm sewers and combined sewers, catch basins, stormwaters, surface runoff, street wash waters, or street wash drainage.
- 89. INSPECTOR:** The person or persons authorized to act as agents for the District in the inspection of work, compliance and enforcement.

- 90. INTERCEPTOR SEWER:** An existing sewer (including pumping facilities and in-line treatment facilities belonging to that sewer) described in the Master Interagency Agreement and any future sanitary sewers that meet either of the following criteria:
- i. Any sanitary sewer designed to carry a peak wet weather flow of 10 million gallons per day or greater
 - ii. Any sanitary sewer that has its upstream and downstream end adjacent and connected to an existing interceptor sewer described in the Master Interagency Agreement
- 91. INTERCEPTOR SYSTEM:** The Sacramento Regional County Sanitation District pipelines, pump stations, manholes, and other similar facilities that receive and convey wastewater to the Sacramento Regional County Sanitation District wastewater treatment plant.
- 92. INTERIM TRUNK:** A sewer facility identified during the planning process that is required to allow development in lieu of access to available capacity in a future interceptor or trunk. A sewer facility must meet all the following requirements to be considered an interim trunk:
- i. Designed to carry more than 1 million gallons per day peak wet weather flow
 - ii. Located to facilitate abandonment once capacity in an interceptor or trunk becomes available
 - iii. Serve more than one development
- 93. JUNIOR ACCESSORY DWELLING UNIT:** A residential dwelling unit that is no more than 500 square feet in size, is contained entirely within a single-family residence or a co-located existing single-family residence accessory structure, and meets the definition and requirements for “junior accessory dwelling unit” in California Government Code Section 65852.22.
- 94. JURISDICTIONAL AGENCY:** The local public agency, typically the unincorporated county, a local city (for example, Sacramento, Elk Grove, Rancho Cordova, and Citrus Heights) or utility district (for example, the fire department, local water agency, local parks and recreation) that has standards to which the District defers.
- 95. LEGAL HOLIDAYS:** Holidays defined by Sacramento County Code.
- 96. LOCAL JURISDICTION:** See Jurisdictional Agency.
- 97. LONG-TERM USE RECREATIONAL VEHICLE PARK:** Any parcel, area, or tract of land where two or more lots are rented, leased, or held out for rent or lease to accommodate an extended stay or long-term use of recreational vehicles for human habitation.
- 98. LOW INCOME HOUSEHOLDS:** Refers to the definition contained in California Health and Safety Code Section 50079.5, including an income limit of 80% of area median income, adjusted for family size and revised annually.
- 99. LOWER LATERAL:** Portion of the sewer lateral from the main line to the District sewer cleanout or, in the absence of a cleanout, to the limits of the public right-of-way, District or other public sewer easement where the District maintains the sewer facilities, or public utility easement.

- 100. MAIN LINE:** Sewer pipe connecting two nodes designed to accommodate flow typically from more than one sewer lateral. Main line sewers include collectors and trunks.
- 101. MAJOR TRANSPORTATION-RELATED FACILITIES:** Those properties used as freeways, highways, railroad alignments and yards (excluding private spurs), and airport runways, taxiways, and aprons within the air operations area (Primary Surface, Clear Zone, portions of the Transition Zone, etc.). These areas are not considered a part of the acreage of parcels for sewer impact fee calculations.
- 102. MANHOLE:** A type of node that provides a point of entry into the sewer collection system. A manhole with an incoming pipe elevated several feet above the manhole invert is termed a “drop manhole.” If the drop piping is inside the manhole, it is termed an “inside drop.” If the drop piping is located outside the manhole barrel and then terminates inside near the manhole bottom, it is termed an “outside drop.”
- 103. MANHOLE TAPS:** Taps connecting directly into a manhole.
- 104. MARKET RATE RESIDENTIAL PROPERTY OR PROJECT:** A residential property or residential project that is not defined as a low income or very low income household(s).
- 105. MASTER INTERAGENCY AGREEMENT (MIA):** The agreement between the Sacramento Regional County Sanitation District, the County of Sacramento, the Sacramento Area Sewer District (SASD), and the cities of Folsom, Sacramento, and West Sacramento. The agreement, executed on November 15, 2021, defines the interrelationship and responsibilities of the signatories.
- 106. MAXIMUM MONTHLY FLOW:** The maximum wastewater flow that occurs during a month within the preceding 12-month period.
- 107. MAY:** Permissive.
- 108. MEDICAL WASTE:** Solid wastes from hospitals, clinics, offices of medical doctors, convalescent homes, medical laboratories, or other medical facilities, including hypodermic needles, syringes, instruments, utensils, or other paper and plastic items of a disposable nature.
- 109. MOBILE HOME:** A structure, transportable in one or more sections that is either eight feet or more wide or forty feet or more long when in the travel mode; or is at least 320 square feet when erected onsite; and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air conditioning, and electrical systems. When a recreational vehicle that is designed for, and equipped with living spaces for, extended human habitation occupies a long-term or extended stay use space at a mobile home or recreational vehicle park, it shall be considered a mobile home for the purposes of this Ordinance.
- 110. MOBILE HOME PARK:** Any parcel, area, or tract of land where two or more lots are rented, leased, or held out for rent or lease to accommodate mobile homes for human habitation.
- 111. MULTIPLE-FAMILY DWELLING:** Dwellings for more than one family, inclusive of any accessory dwelling units or ancillary units legally permitted to be associated with multiple-family dwellings in accordance with either this Ordinance, or California

Government Code Section 65852.2, or California Government Code Section 65852.22. Multiple-family dwellings often have shared walls and/or shared community spaces and includes duplexes, triplexes, quadplexes, halfplexes, apartments, mobile homes (term includes long-term use of recreational vehicles), condominiums, townhouses, and row houses. In cases where dwelling units that would normally be defined as multiple-family dwellings contain the characteristics of single-family dwellings, the District Engineer may define the units as single-family dwellings for purposes of this Ordinance.

- 112. MULTIPLE SEGMENTS:** Several consecutive pipe segments. During television inspection work, each segment is to be considered a separate data report.
- 113. NATURAL OUTLET:** Any natural outlet tributary to a watercourse, ditch, pond, lake, or other body of surface or groundwater.
- 114. NET ACRE:** An area of 43,560 SF. The acreage of a parcel that includes the entire area of the parcel less any public right-of-way (streets, flood control channels, etc).
- 115. NODE:** A point of access or inspection such as a manhole, flusher branch, or other sanitary sewer main line structure.
- 116. NONCOMPLIANCE:** Any violation of any part of this Ordinance.
- 117. NONCOMPLIANCE COST:** A charge issued to the noncompliant user to recover any costs incurred by the District because of noncompliance by the user.
- 118. NON-DEFINED COMMERCIAL:** A commercial user that is not defined by a specific enterprise category.
- 119. NON-DOMESTIC WASTEWATER:** Any wastewater not originating solely from humans and domestic activities and not produced as wastewater from restroom facilities, showers, or kitchens. Included in this definition are groundwater, stormwater, runoff, and cooling water that are discharged to the sewer. Any water-carried wastes and wastewaters, excluding domestic wastewater, derived from any producing, manufacturing, processing, institutional, agricultural, or other operation.
- 120. NON-PERMANENT DISCHARGE:** Discharges that do not require a separate permanent connection per this Ordinance.
- 121. NOTICE OF VIOLATION:** An official communication from the District to a noncompliant user informing the user that a violation has occurred. The notice of violation can specify corrective measure to be implemented by the user.
- 122. NOTICE TO CONTRACTORS:** The written notice informing interested parties of the date, location, and time of the bid opening of a proposed District project and the terms and conditions of submitting bids to perform the work.
- 123. NOTICE TO PROCEED:** The written authorization to the contractor specifying the date the work may begin and any conditions regarding the beginning of the work.
- 124. NUISANCE:** That which is injurious to health, offensive to the senses, obstructive to the free use of real property so as to interfere with comfortable enjoyment of life or real property.

- 125. ONSITE WASTEWATER TREATMENT SYSTEM:** A system that treats waste located on a parcel. Onsite wastewater treatment systems can be septic tanks, dry well systems, mound systems and such. These systems are regulated by the Sacramento County Environmental Management Department.
- 126. OWNER:** The record owner of real property, residence, or business.
- 127. PERMITTEE:** The person to whom a wastewater discharge or temporary discharge permit has been issued under this Ordinance.
- 128. PERSON:** Any individual, firm, company, association, partnership, corporation, organization, group, contributing agency, or public agency, including the State of California and the United States of America. The singular includes the plural.
- 129. pH:** pH is an expression of the intensity of the alkaline or acidic strength of a liquid.
- 130. PHASED DEVELOPMENT:** A project whose full aerial extent is known but that is not proposed to be constructed at one time.
- 131. PIPE CASING:** A pipe that encases a sewer pipe, used to separate sewer pipe from undesirable conditions or to enable construction using a trenchless method. Steel or metallic casings must be cathodically protected.
- 132. PIPE SEGMENT:** A pipe segment is the section of main line between two nodes.
- 133. PLANS:** The plans, drawings, profiles, cross sections, working drawings, and supplemental drawings, or reproductions approved by the District that show the locations, character, dimensions, and details of the work.
- 134. PLUMBING SEWER CODE:** The California State Plumbing Code, most current revision.
- 135. POINT REPAIR:** Rehabilitation of a short section (less than 50 feet long) in an existing pipeline.
- 136. POLLUTANT:** Any constituent or characteristic of wastewaters prohibited or limited within this Ordinance where the District may impose a discharge limit. Pollutants may include rock, sand, cellar dirt, municipal, agricultural, and industrial wastes, and certain characteristics of wastewater (for example, pH, salinity, temperature, Total Suspended Solids, turbidity, color, Biological Oxygen Demand, toxicity, or odor).
- 137. POLLUTION:** A condition in which elements, pollutants, or compounds are present at concentrations high enough above their normal ambient levels to produce a measurable effect on man, animals, vegetation, or materials.
- 138. PRELIMINARY TREATMENT FACILITIES:** Facilities such as grease, oil, or sand intercepting devices that are designed according to the California Plumbing Code.
- 139. PREMISES:** A parcel of real property or its portion, including any improvements, that is determined by the District Engineer to be a single unit for purposes of receiving, using, and paying for sewage disposal service. In so determining, the District Engineer shall take into consideration such factors as whether the unit could reasonably be subdivided, the number and location of service sewers, and whether the unit is being used for a single activity and, if not, what the principal activity is for sewage disposal services.

- 140. PRIVATE LATERAL SEWER DISCHARGE:** Sewer discharge that is caused by a blockage or other problem within the private sewer which are tributary to the District sewer collection system. This type of discharge is the responsibility of the private sewer owner.
- 141. PRIVATE SEWER:** Any sewer facility not owned by the District.
- 142. PRIVATE SEWER MAINTENANCE AGREEMENT:** An agreement that is recorded that allows maintenance and use of privately owned and operated sewer facilities.
- 143. PROHIBITED DISCHARGES:** Absolute prohibitions against the discharge of certain substances or quantities as specified in this Ordinance or in a permit or other document issued by the District.
- 144. PROJECT:** The work.
- 145. PROJECT PROPONENT:** Typically a developer, owner, or their representative or designee that is facilitating a project or development.
- 146. PROPOSAL:** The bid.
- 147. PUBLIC AGENCY:** The United States Government or any of its departments or agencies; the State of California or any of its departments or agencies; any city, county, town, or any of their departments or agencies; any other public district, entity or entities; or any combination of the foregoing.
- 148. PUBLIC RIGHT-OF-WAY:** Any real property (for example, streets, sidewalks, curbs, gutters, highways, alleys, landscaped corridors or medians) that has been set aside for public use and dedicated as a public right-of-way in the fee title.
- 149. PUBLIC SEWER:** Any sewer that carries domestic or nondomestic wastewater located within an easement or public right-of-way maintained by the District.
- 150. PUBLIC UTILITY EASEMENT:** An easement dedicated to any utility which provides services to the general public, including gases, electric, telephone, sewer, water and television cable system. PUE's are generally strips of land that are created at the time a plat for a new development is designed. PUE's almost always exist along streets and rear lot lines, and sometimes exist between lots.
- 151. PUMP STATION:** A pumping facility that pumps sewage through a force main into the nearest manhole, such that sewage can again flow by gravity.
- 152. QUALIFIED RESIDENTIAL PROJECT:** A residential development project that includes either of the following:
- i. At least 10% of units with affordable rents or affordable housing costs for very low income households
 - ii. At least 49% of units with affordable rents or affordable housing costs for low income households
- 153. RATE:** Monthly rate that all users of the District sewer collection system must pay to use the District sewer collection system.
- 154. RECORD DRAWINGS:** Final drawings of the project ~~signed by the engineer and submitted to the District before project acceptance. As-built~~ Record drawings are permanent records and are archived by the District.

- 155. REGIONAL SYSTEM:** All facilities for the conveyance, treatment, and discharge of wastewater that are owned or operated by the Sacramento Regional County Sanitation District.
- 156. REIMBURSEMENT AGREEMENT:** An agreement to reimburse parties who construct a sewer facility, typically a collector or trunk facility.
- 157. RELEASE FROM SHRA:** A written release submitted by SHRA or West Sacramento Agency to the District Engineer that either:
- i. Verifies that the buyer or renter has met the income qualifications as set forth in the in this Ordinance
 - ii. Verifies that a multi-family residential project has received a final cost certification from the State of California Tax Credit Allocation Committee or similar certification from another financing entity or that the renter has met the income qualifications as set forth in the waiver/deferral chapter.
- 158. RELIEF AREA:** The geographical area within the District service area that discharges or has been planned to discharge via a direct physical connection through a sewer lateral or collector to the existing 1999 trunk sewer collection system as defined in the March 2002 CSD-1 Sewerage Facilities Master Plan Final Report. The trunk sewer collection system and relief area have subsequently been refined, for example with the addition of the Courtland and Walnut Grove collection systems.
- 159. RESIDENTIAL USER:** A user whose premises are used solely for nontransient human habitation for one or more persons.
- 160. RIGHT-OF-WAY:** A type of easement that permits the public to travel over a parcel of land. Typically a ROW is granted on a subdivision or parcel map and is dedicated to the jurisdiction for operation and maintenance of a travel way.
- 161. SACRAMENTO AREA SEWER DISTRICT:** A county sanitation district under and operating under the authority of the County Sanitation District Act, commencing at California Health and Safety Code Section 4700. Before 2008, SASD was legally known as County Sanitation District No. 1 (CSD-1), successor in interest to the following districts: Arden Sanitation District, Central Sanitation District, Cordova Sewer Maintenance District, County Sanitation District No. 2, County Sanitation District No. 6, Courtland Sanitation District, Highland Estates Sewer Maintenance District, Linwood Sewer Maintenance District, Natomas Sanitation District, Northeast Sacramento County Sanitation District, Sabre City Sewer Maintenance District, and Walnut Grove Sewer Maintenance District. SASD owns and operates sewer facilities usually designed to carry flows less than 10 MGD.
- 162. SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY:** A joint power authority created by the City of Sacramento and the County of Sacramento to represent both jurisdictions for affordable housing and community redevelopment needs. Reference to SHRA includes their successor or legally authorized housing agency.
- 163. SACRAMENTO LOCAL AGENCY FORMATION COMMISSION:** An agency responsible for (a) coordinating logical and timely changes in local governmental boundaries, including annexations and detachments of territory, incorporations of cities,

formations of special districts, and consolidations, mergers, and dissolutions of districts, as well as for (b) reviewing ways to reorganize, simplify, and streamline governmental structure.

- 164. SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT:** The regional sanitation district that collects and treats sewage from multiple jurisdictions in the Sacramento area, including the Sacramento Area Sewer District. Generally, Regional San owns and operates sewer facilities designed to carry flows of 10 million gallons per day and more.
- 165. SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT CONSOLIDATED ORDINANCE:** Ordinance passed and adopted by the Board of Directors of the Sacramento Regional County Sanitation District, most current version.
- 166. SAND AND GRIT INTERCEPTOR:** Device constructed in conformity to the California Plumbing Code, operated by the customer of the sewer collection system for removing sand and grit before contributing liquid wastes to the sewer collection system.
- 167. SANITARY DUMP STATION:** A facility intended to receive wastewater from any holding tank or similar device installed in any recreational vehicle.
- 168. SANITARY SEWER:** A sewer facility that carries wastewater.
- 169. SANITARY SEWER OVERFLOW:** Any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from the District sewer collection system. This includes:
- i. Overflows or releases of untreated or partially treated wastewater that reach waters of the United States
 - ii. Overflows or releases of untreated or partially treated wastewater that do not reach waters of the United States
 - iii. Sewer backups into structures and private property that are caused by blockages or flow conditions with the District sewer collection system.
- 170. SASD RELIEF/EXPANSION AREA MAP:** The geographical map showing the relief and expansion areas within the District service area.
- 171. SCHEDULE OF VALUES:** A statement furnished by the contractor reflecting the portions of the total contract price allotted for the various parts of the work for each work activity contained on the project schedule. Unless otherwise indicated in the specifications, the total of the schedule of values must equal the full costs of the work, including all labor, material, equipment, overhead, and profit. For lump sum contracts, the schedule of values is the basis for reviewing the contractor's application for progress payments.
- 172. SCHEMATIC SLOPE:** A pipe slope used for planning purposes within a sewer study or design report. The schematic slope is typically greater than the design slope to allow for unknown factors.
- 173. SERVICE AREA:** The geographical area served by the District's sewer collection system as approved by LAFCO.

- 174. SEWAGE:** Domestic or nondomestic waste, or both, together with such ground, surface, and stormwaters that enter the sewer collection system.
- 175. SEWER:** A pipe or conduit that receives and carries wastewater.
- 176. SEWER COLLECTION SYSTEM:** All facilities for collecting, pumping, conveying, controlling, treating, storing, and disposing of wastewater.
- 177. SEWER EASEMENT:** An acquired legal right to the exclusive or joint use of a defined portion of land for access, construction, or maintenance of sewers or as defined within the legal description of said easement.
- 178. SEWER FACILITIES:** Refers to sewer manholes, wet wells, pump stations, lift stations, access roads, gravity pipes, force mains, sewer easements, laterals, and any facility over which the District has full jurisdiction.
- 179. SEWER IMPACT FEE:** Fee to pay for user's proportionate share of sewer capacity, infrastructure, and associated costs.
- 180. SEWER IMPACT FEE CREDIT:** The credits (based on ESDs, gallons, or acreage) assigned to a parcel that have been purchased by the payment of sewer impact fees or other form of payment for connection to the sewer system.
- 181. SEWER IMPACT PERMIT:** Permit required before discharge into the District sewer collection system.
- 182. SEWER LATERAL:** A pipe comprised of the upper and lower lateral that collects sewage (typically residential or commercial) and transports it to the District main line pipe or manhole. Also called lateral sewer and service sewer.
- 183. SEWER SYSTEM CAPACITY PLAN:** The plan that displays or describes the District's intentions to provide sewer service to the District service area. This document is periodically updated and approved by the District Board of Directors.
- 184. SEWER SYSTEM MANAGEMENT PLAN:** Document that provides the District a system-wide living management plan for the operation, maintenance, expansion, repair and replacement of the District's sewer collection system. The intent of this document is to be the day-to-day working management plan that also meets the requirements of addressing the mandatory elements defined by the State Water Resources Control Board, Waste Discharge Requirements for sanitary sewer systems, most current edition.
- 185. SHALL:** Mandatory, as in *must*.
- 186. SHOW CAUSE ORDER:** An order requiring a user to appear before the District Engineer to explain any noncompliance and defend against any specified enforcement actions. The District may designate a hearing officer to hear testimony.
- 187. SINGLE-FAMILY DWELLING:** Any detached residential premise designed to house one family, inclusive of any accessory dwelling units, junior accessory dwelling units, or ancillary unit legally permitted to be associated with a single-family dwelling in accordance with either this Ordinance, or California Government Code Section 65852.2, or California Government Code Section 65852.22.

- 188. STANDARDS AND SPECIFICATIONS:** The Standards and Specifications document(s) adopted by the District Board of Directors.
- 189. STANDARD SINGLE-FAMILY RESIDENTIAL DENSITY:** Six single-family detached dwelling units per gross acre.
- 190. STATE:** The State of California.
- 191. STATE PLANS:** The version of the State of California Standard Plans for Construction of Local Streets and Roads, issued by the California Department of Transportation, in effect at the time of Notice to Contractors.
- 192. STATE SPECIFICATIONS:** The version of the State of California Standard Specifications for Construction of Local Streets and Roads, issued by the California Department of Transportation, in effect at the time of Notice to Contractors.
- 193. STATE STANDARD SPECIFICATIONS OR STATE SPECIFICATIONS:** The Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation, latest edition.
- 194. STOPPAGE:** Any obstruction in the sewer collection system that impacts the flow of sewer. Also referred to as blockage.
- 195. STUB LINES:** A main line that terminates without direct access. A stub line or flusher branch wye or tee may sometimes have a lower lateral connection at the end.
- 196. STORM SEWER:** A sewer that carries stormwater and surface water, street wash and other wash waters, or drainage, but excludes sewage and industrial wastes.
- 197. STORMWATER:** Any flow resulting from any form of natural precipitation.
- 198. STREET:** Any public highway, road, street, avenue, way, alley, or right-of-way.
- 199. SUBCONTRACTOR:** A properly licensed party under contract and responsible to the contractor for performing a specified part of the work or to a subcontractor of the contractor.
- 200. TAPS:** The location where lower laterals join main lines. Cored and hammer taps are types of connections commonly made to a main line some time after its original construction.
- 201. TECHNICAL PROVISIONS:** The provision that describe the technical aspects of the work.
- 202. TEMPORARY DISCHARGE PERMIT:** A control mechanism issued to any person discharging for a specified time to the District sewer collection system that must be regulated for discharge of toxic, organic, or hydraulic loading or as determined by the District Engineer.
- 203. TEMPORARY DISCHARGE PERMIT USER:** Any user issued a Wastewater Discharge Permit for discharges that are typically of short duration or intermittent. The permit is generally issued for up to one year.
- 204. TOTAL CONTRACT PRICE:** The total price for the work as bid by the contractor, including any additions or subtractions made through contract change orders.

- 205. TOTAL SUSPENDED SOLIDS (TSS):** All matter that floats on the surface of, or is suspended in, water, wastewater, or other liquids, and which is removable by laboratory filtering.
- 206. TOWNHOUSES:** A two- or three-story single family dwelling unit constructed in a series or group of attached units, often connected by common walls, with property lines separating each unit. Often have common elements, such as a central courtyard, that would have shared ownership.
- 207. TRADE SECRETS:** Information on production rates or on a secret method or process, not patented but known to only certain individuals using it in compounding some article of trade having a commercial value.
- 208. TRANSITION MANHOLE:** The manhole where a force main connects and pressurized flow ends and gravity flow begins.
- 209. TRUNK REIMBURSEMENT CREDIT:** A form of payment on a reimbursement agreement that can be applied to the Developer Project Costs component of the sewer impact fee.
- 210. TRUNK (ALSO CALLED TRUNK SEWER OR TRUNK SEWER FACILITY):** A sewer facility designed to carry at least one million gallons per day but less than ten million gallons per day peak wet weather flow and receiving wastewater from two or more unique users.
- 211. UPPER LATERAL:** Portion of the sewer lateral from the upper end of the lower lateral to the limits of the building plumbing.
- 212. USER:** Any person who discharges waste directly or indirectly to the sewer collection system, causes, or allows such discharge.
- 213. VERY LOW INCOME HOUSEHOLDS:** Refers to the definition contained in California Health and Safety Code Section 50105, including an income limit of 50% of area median income, adjusted for family size and revised annually.
- 214. WASTE:** Sewage and any and all other waste substances—liquid, solid, gaseous, or radioactive—associated with human habitation or of human or animal origin or from any commercial, producing, manufacturing, or processing operation of whatever nature.
- 215. WASTE HAULER:** Any person engaging in vehicular transport of waste as part of, or incidental to, any business to discharge the waste into the District sewer collection system.
- 216. WASTEWATER:** The liquid and water-carried non-domestic and domestic wastes, whether treated or untreated.
- 217. WASTEWATER DISCHARGE PERMIT:** Issued to any person discharging to the District sewer collection system that must be regulated for discharge of toxic, organic, or hydraulic loading or as determined by the District Engineer.
- 218. WORK:** All actions that the contractor is required to do as specified, indicated, shown, contemplated, or implied in the contract to construct the work, including all alterations, amendments, or extensions made by contract change order, other written orders, or directives of the District. Unless specified otherwise in the contract, the work includes

furnishing all materials, supplies, equipment, tools, labor, transportation, supervision, and all incidentals necessary to complete the work.

- 219. WORKING DAY:** Any day except (a) Saturdays, Sundays, and legal holidays; (b) days on which the contractor is specifically required by the special provisions or by law to suspend construction operations; or (c) days on which the contractor is prevented from proceeding with the current controlling operation or operations of the work for at least five hours per day due to inclement weather or conditions resulting immediately from these weather conditions. See the Sacramento County Construction Specifications, current edition, regarding contract time during the November-December holiday season.
- 220. WORKING DRAWING:** Working drawings detail a particular item of work and the manner in which it is to be accomplished or performed. Working drawings are prepared by the contractor as a submittal or a portion of a submittal and may be specifically requested by the District or required in the contract, a field instruction, or other written directive.

1.22 Abbreviations

Abbreviation	Description
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
AB	Aggregate Base
ABS	Acrylonitrile-Butadiene-Styrene
AC	Asphalt Concrete
ACI	American Concrete Institute
ACP	Asbestos Cement Pipe
ADWF	Average Dry Weather Flow
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association
ARV	Air Release Valve
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gage
AWS	American Welding Society
AWWA	American Water Works Association
BC	Begin Curve
BEP	Best Efficiency Point
BIS	Backup Into Structure
BM	Bench Mark
BMP	Best Management Practices
BRK	Brick
Cal-OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CARV	Combined Air and Vacuum Release Valve
CC&Rs	Covenants, Codes, and Restrictions
CCP	Concrete Cylinder Pipe
CCTV	Closed Circuit Television
CCTVI	Closed Circuit Television Inspection
CF	Cubic Feet
CFR	Code of Federal Regulations
CIP	Cast Iron Pipe
CIPP	Cured-in-Place Pipe
CIWQS	California Integrated Water Quality System

Abbreviation	Description
CL	Center Line
CLSM	Controlled Low Strength Material
CML	Cement Mortar Lined Coated Steel Pipe
CMMS	Computerized Maintenance Management System
CMP	Corrugated Metal Pipe
CMU	Concrete Masonry Unit
CON	Poured-in-Place Concrete Pipe
CPP	Cured-in-Place Pipe as used in TVI
CUBS	Consolidated Utility Billing Service
CSD-1	County Sanitation District No. 1, Former name of Sacramento Area Sewer District
CSDFG	California State Department of Fish and Game
CSI	Construction Specifications Institute
CSP	Corrugated Steel Pipe
CY	Cubic Yards
Deg	Degree
Dia	Diameter
DIP	Ductile Iron Pipe
DIPRA	Ductile Iron Pipe Research Association
DNP3	Distributed Network Protocol Version 3
DWF	Dry Weather Flow
Dwg	Drawing
DWV	Drain Waste and Vent
EA	Each
EC	End Curve
Elev	Elevation
EMD	Environmental Management Department (County of Sacramento)
EP	Edge of Pavement
EPA	Environmental Protection Agency
ESD	Equivalent Single-family Dwellings
FB	Flusher Branch
FFH	Fold and Form HDPE
FT	Feet
FFP	Fold and Form PVC
FL	Flow Line
FM	Force Main
FOG	Fats, Oils, and Grease
FPS	Feet per Second
FRP	Fiberglass Reinforced Pipe

Abbreviation	Description
FS	Federal Specifications
gal	Gallons
GIS	Geographic Information System
gpd	Gallons per Day
gpm	Gallons per Minute
HDPE	High Density Polyethylene
HOA	Hand Off Auto
hp	Horse Power
I/I	Inflow and/or Infiltration
ID	Inside Diameter
IEEE	Institute of Electrical and Electronics Engineers
in	inch
Inv	Invert
ISA	International Society of Arboriculture
KW	Kilowatts
LAFCO	Local Agency Formation Commission
lb	Pound
LF	Linear Foot
LPI	Lightning Protection Institute
LRC	PVC or PE-lined RCP
LS	Lump Sum
LWL	Low Water Level
Max	Maximum
MCP	Motor Circuit Protector
MCP	Motor Circuit Protector
MGD	Million Gallons per Day
MH	Manhole
mg/L	Milligrams per Liter
Mi	Mile
Min	Minimum
MOV	Motor Operated Valve
MUL	Multiple VCP-CIP or RCP-VCP
MMF	Maximum Monthly Flow
NBFU	National Board of Fire Underwriters
NCP	Non-Reinforced Concrete Pipe
NCPI	National Clay Pipe Institute
NEC	National Electric Code
NEMA	National Electrical Manufacturers' Association

Abbreviation	Description
NEPA	National Environmental Protection Agency
NFPA	National Fire Protection Association
NOV	Notice of Violation
NPSHA	Net Positive Suction Head Available
NPSHR	Net Positive Suction Head Required
NSF	National Sanitation Foundation
OC	On Center
OD	Outside Diameter
OES	Governor's Office of Emergency Services
OIP	Operator Interface Panel
ORG	Orangeburg Pipe
OSHA	Occupational Safety and Health Administration
PCC	Portland Cement Concrete
PEP	Polyethylene Pipe
PF	Peaking Factor
PLC	Programmable Logic Controller
PLP	Plastic-Lined Pipe
PLSD	Private Lateral Sewage Discharge
psi	Pounds Per Square Inch
POTW	Publicly Owned Treatment Works
PUE	Public Utilities Easement
PVC	Polyvinyl Chloride
PVS	Polyvinyl Chloride Spiral Pipe
PWWF	Peak Wet Weather Flow
ROW	Right-of-way
RAP	Reclaimed Asphalt Pavement
RCB	Reinforced Concrete Box
RCP	Reinforced Concrete Pipe
Regional San	Sacramento Regional County Sanitation District
RPM	Reinforced Plastic Mortar Pipe
RS485	OSI Model Physical Layer Electrical Specification
RTU	Remote Terminal Unit
RWQCB	Regional Water Quality Control Board
SASD	Sacramento Area Sewer District
SBR	Spectral Band Replication
SCADA	Supervisory Control and Data Acquisition
SD	Storm Drain
S.F.	Square Foot/Feet

Abbreviation	Description
SHRA	Sacramento Housing and Redevelopment Agency
SP	Steel Pipe
Sq	Square
Sq Ft	Square Foot/Feet
SRV	Sewer Relief Valve
SS	Sanitary Sewer
SSO	Sanitary Sewer Overflow
STA	Station
SWPPP	Stormwater Pollution Prevention Plan
TDH	Total Dynamic Head
Title 8	Title 8 (Construction Safety Orders) of the California Code of Regulations
Title 19	Title 19 (Public Safety) of the California Code of Regulations
Title 24	Title 24 (Building Standards) of the California Code of Regulations
TOC	Top of Curb
TP	Truss Pipe
TSS	Total Suspended Solids
TVI	Television Inspection
TVSS	Transient Voltage Surge Suppressors
Typ.	Typical
UBC	Uniform Building Code (latest edition adopted by Agency)
UL	Underwriters Laboratory Inc.
UMC	Uniform Mechanical Code (latest edition adopted by Agency)
UPC	Uniform Plumbing Code (latest edition adopted by Agency)
UPS	Uninterruptible Power Supply
URC	Unreinforced Concrete
UV	Ultraviolet
V	Velocity
VAR	Variable Material
VCP	Vitrified Clay Pipe
VSD	Vitrified Segmented Duct
W/	With
WEF	Water Environment Federation
WOD	Wooden Pipe
WTS	Water Technical Sheets
Yd	Yard

2. SEWER USE

2.1 Sewer Connection Requirements

2.1.1 No Existing Onsite Wastewater Treatment System

Connection to the District sewer collection system is required if a premises that generates wastewater abuts any street or easement where a District sewer pipeline is available within 200 feet of the property line, or if the jurisdictional land use authority requires the developer to install, at his or her expense, connection to the District sewer collection system. A connection includes a lower lateral and cleanout and all sewer facilities necessary to connect the upper lateral to the District sewer collection system. The connection must occur at a location approved by the District according to the provisions of this Ordinance.

2.1.2 Existing Onsite Wastewater Treatment System

Septic tanks and other onsite wastewater treatment systems are regulated by the Sacramento County Environmental Management Department. The District does not regulate the repair, construction, reconstruction, relocation, alteration, abandonment, or permitting of any onsite wastewater treatment systems or private sewage disposal systems.

It is unlawful to repair or reconstruct any septic tank, onsite wastewater treatment system, or other facilities intended or used for the disposal of sewage within the District if a District public sewer is available. The public sewer will be considered as NOT available if:

- Public sewer is located more than 200 feet from the real property line or,
- Connection to public sewer is not practical in terms of physical configuration or property access, as determined by the District or,
- For residential properties only, the total cost to connect to public sewer (including construction costs, and all permit and impact fees) is greater than twice the total cost to repair or reconstruct the existing septic system, based on estimated costs provided by licensed contractors or engineers.

This residential property cost criteria will not apply if:

- The property is included in a collector reimbursement agreement, unless the property owner satisfies the obligations of the agreement or,
- The property owner is responsible for construction of a collector across the property frontage that could benefit an upstream property owner, unless the property owner agrees to a Deferred Sewer Infrastructure Agreement or otherwise participates in the construction of the collector.

When the owner of parcel with access to the District sewer collection system or a non-District owned sewer collection system, is informed by the Sacramento County Environmental Management Department that the onsite wastewater treatment system serving the parcel has failed and has been deemed irreparable, the system shall be properly abandoned and wastewater shall be discharged into a public sanitary sewer in accordance with this Ordinance.

The owner of the parcel shall connect at a location approved by the District according to the provisions of this Ordinance within such time as designated by the Environmental Management Department.

2.2 Permissible Discharges

Wastewater may be discharged into the District sewer collection system if the wastewater discharge complies with this Ordinance, the Regional San Consolidated Ordinance, and the conditions of any permit issued by Regional San or the District. Furthermore, all applicable District sewer impact fees and rates, including any penalties or charges assessed under this Ordinance, must be paid. The District retains the authority to modify the terms of this Ordinance or of any permit issued under this Ordinance if necessary to carry out the objectives or intent of this Ordinance.

2.2.1 Swimming Pool and Spa Water

Discharge of swimming pool and spa water is governed by Section 2.2.2 and Section 2.4. In limited cases, the discharge of swimming pool and spa water may be properly disposed of in the storm drain system as discussed in Section 2.4, item b, below.

2.2.2 Non-Permanent Discharges

Discharges that do not require a separate permanent connection, and do not require a sewer impact permit or temporary discharge permit, are considered non-permanent discharges. Non-permanent discharges can be discharged into the District sewer collection system, subject to the following conditions:

- a. Discharge must be to a plumbing fixture, utility sink or private cleanout
- b. Discharge must not adversely impact flow of the District sewer collection system; otherwise, the non-permanent discharge must be immediately disconnected
- c. Discharge must not be from a waste hauler.

2.3 Prohibited Activities

In addition to those activities prohibited by the Regional San Consolidated Ordinance, the District hereby prohibits the following activities:

- a. Access or discharge into manholes, cleanouts, or other openings in the District sewer collection system unless specifically authorized by the District
- b. Damaging, breaking, destroying, defacing, or tampering with the District sewer collection system
- c. Obstructing flow in the District sewer facilities. This regulation includes but is not limited to obstruction originating from the cleaning of a private sewer that results in an obstruction in the District sewer collection system.
- d. Creating a condition that pressurizes the lower lateral
- e. Creating conditions in the District sewer collection system that endanger the health and safety of any person
- f. Interfering, or impairing the operation or maintenance of the District sewer collection system.

2.4 Prohibited Discharges

In addition to those discharges prohibited by the Regional San Consolidated Ordinance, the following are hereby prohibited to be discharged to the District sewer collection system:

- a. Flows exceeding the capacity of District facilities or exceeding the quantity normally or customarily anticipated for the permitted use
- b. Discharge of water that meets the water quality standards of acceptability for discharge into the storm drain, such as stormwater, surface water, pool water, groundwater, roof runoff, or subsurface drainage
- c. Fats, oils, and grease in amounts, either alone or combined with other discharges, that cause any build-up in any portion of the District sewer collection system
- d. Trucked and hauled wastes
- e. Substances that may cause excessive foaming in any portion of the District sewer collection system
- f. Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit
- g. Any substance, either by itself or combined with other wastewater discharge, that is capable of obstructing flow or impairing the performance of the District sewer collection system
- h. Cementitious materials
- i. Any substance that may cause damage, including corrosive structural damage, to any part of the District sewer collection system
- j. Any chemical that has the potential, to create contamination within the pipe, surrounding soil, or groundwater
- k. Garbage, including food wastes, that is greater than ¼-inch in any dimension
- l. The foregoing discharge prohibitions are not exclusive and are in addition to any prohibitions or requirements specified in any provision of this Ordinance or by any other applicable statute, regulation, prohibition, or ordinance.

If a person owning or occupying a premise has knowledge that a discharge, prohibited by this Ordinance, has entered or will enter the District sewer collection system, such person shall immediately take all reasonable action to contain and abate the discharge and must notify the District immediately of knowledge of the discharge.

2.5 Prohibited Discharge Locations

No person shall discharge any wastewater or any other substance directly into a manhole or other opening in the District sewer collection system except according to the requirements established by this Ordinance. The District Engineer, however, may grant permission and establish requirements and policies for other such direct discharges.

2.6 Preliminary Treatment Facilities

The District may require preliminary treatment facilities including but not limited to grease, oil, or sand intercepting devices. All preliminary treatment facilities must be designed according to the California Plumbing Code and located to be readily and easily accessible for inspection and cleaning. All such devices must be available for inspection by the District at all reasonable times.

Preliminary treatment facilities are to be maintained continuously in satisfactory and effective operation by the user at user's expense to the satisfaction of the District.

2.7 Grease Management Practices

The District Engineer may require the installation of and use of a grease-controlling device or cleaning of onsite pipelines. In addition, the District Engineer may require any user to keep maintenance records of grease controlling devices and records of any maintenance performed on the onsite sewer system. The District may also require fat, oil, and grease disposal minimization practices.

2.8 Grease Interceptors

Grease interceptors may be required for any facilities used and operated for the sale or preparation of food due to the potential of discharging significant amounts of fats, oils, and greases into the sewer collection system. These facilities include restaurants, cafes, fast food outlets, pizza outlets, delicatessens, sandwich shops, and any other kind of food vending establishment in which any food preparation takes place on the premises, including heating or defrosting in or by means of any kind of oven or heating device. This paragraph applies to any such facility whether or not it is located in a separate building or structure or occupying space in a building or structure that is occupied by other businesses, as well as to any facilities in schools, churches, boarding houses, nursing homes, and day care centers that have kitchens and prepare food. In addition, other facilities capable of discharging significant amounts of fats, oils, and grease in the District sewer collection system are required to install a grease interceptor. All grease interceptors must be designed and installed according to the California Plumbing Code.

The operation, maintenance, and repair of grease interceptors shall be at the sole expense of the owner. Failure to comply may result in enforcement action according to this Ordinance.

2.9 Sand/Grit Interceptors

The District Engineer may require sand and grit or other interceptors to be provided at the owner's expense when they are necessary for the proper handling and control of liquid wastes containing sand and grit. Wastes removed from the sand and grit interceptors shall not be discharged into the District sewer collection system. The owner is responsible for the proper disposal of such wastes.

All such interceptors shall be readily and easily accessible for cleaning and inspections. All such interceptors must be designed according to the California Plumbing Code. The operation, maintenance, and repair of such equipment are at the sole expense of the owner. Failure to comply may result in enforcement action according to this Ordinance.

2.10 Maintenance Responsibilities

The responsibility for maintenance and repair of lower and upper laterals, main lines, and low pressure systems are described in the following sections.

2.10.1 Lower Laterals (District) and Upper Laterals (Private)

The owner has the sole responsibility for clearing stoppages, inspecting, maintaining, and repairing the upper lateral, including backwater valve, so as to maintain the upper lateral in a

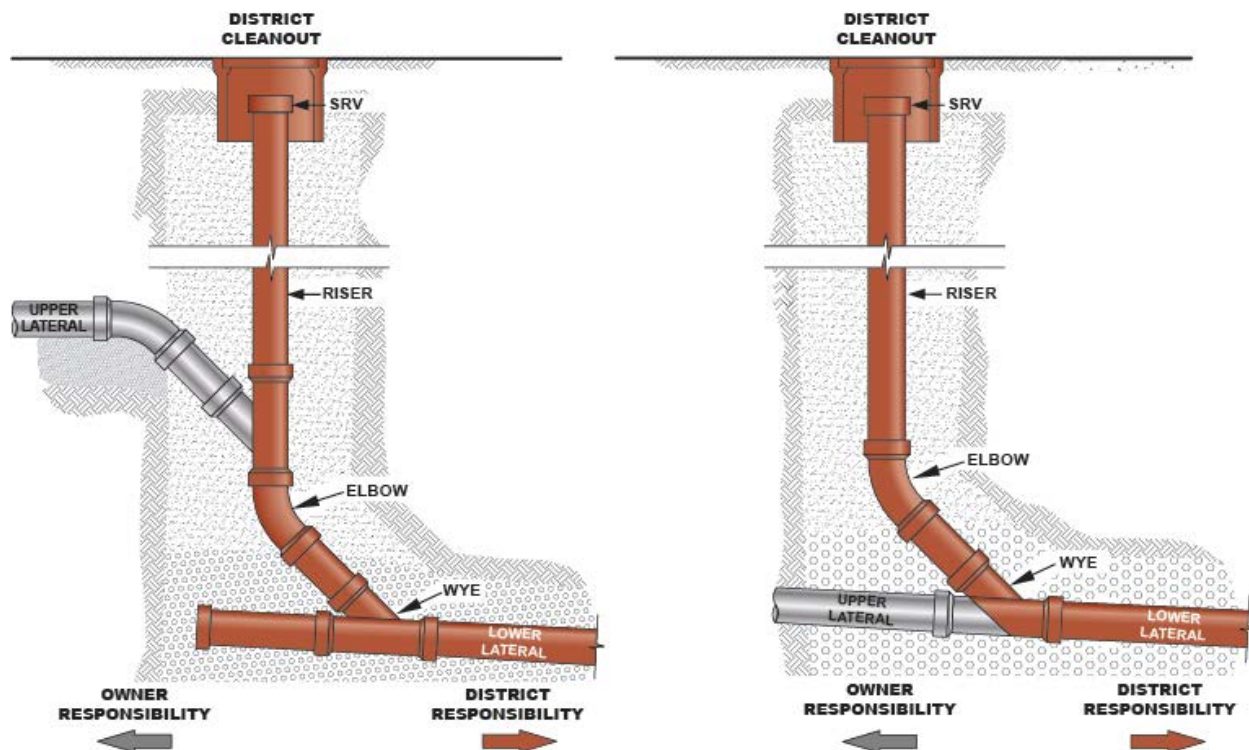
condition that avoids negative impacts to the operation and maintenance of the District's system. This may include the following:

- The upper lateral should be kept free from roots, grease deposits, and other solids that may impede the flow or obstruct the transmission of waste.
- All pipes and joints should be tight, sound, and free from structural defects (such as cracks, breaks, and missing portions) to prevent root intrusion, waste exfiltration, or infiltration of groundwater or stormwater.
- No drains or other appurtenances that collect stormwater or surface water should be connected to the upper lateral.

Typically, the responsibility delineation between the upper and lower lateral is at the District cleanout. In the absence of a District cleanout, the responsibility delineation is at the limit of the District or other public sewer easement where the District maintains the sewer facilities. In the absence of a District cleanout and District or other public sewer easement where the District maintains the sewer facilities, the responsibility delineation is at the limit of the public right-of-way or public utility easement (PUE), whichever is the shortest distance as measured from the connecting District main line or manhole.

Where an existing lateral crosses through a PUE on one or more properties before reaching the property the lateral serves, and no private easement or sewer maintenance agreement exists that governs sewer maintenance responsibilities, the responsibility delineation is at the limit of the PUE.

Maintenance Responsibilities for Upper and Lower Laterals Where Cleanout Exists



(Note: The drawing above is not applicable to private main lines.)

The purpose of this drawing is to delineate maintenance responsibility only. Refer to SASD Standards and Specifications for design and construction details.

The gray color indicates the portion of the sewer lateral that the owner is responsible for maintaining. The owner is also responsible for repairing the gray portion, except for the District wye. The brown color indicates the portion of the service lateral that the District is responsible for maintaining and repairing. The District is responsible for repairing and replacing all District wyes.

If the District owns the main line, the District is responsible for clearing stoppages and for inspecting, maintaining, and repairing the lower lateral, District cleanouts, manholes and main line. If the District does not own the main line or manhole, the District has no responsibility for clearing stoppages or for inspecting, maintaining, or repairing the main line, cleanouts, or lower laterals.

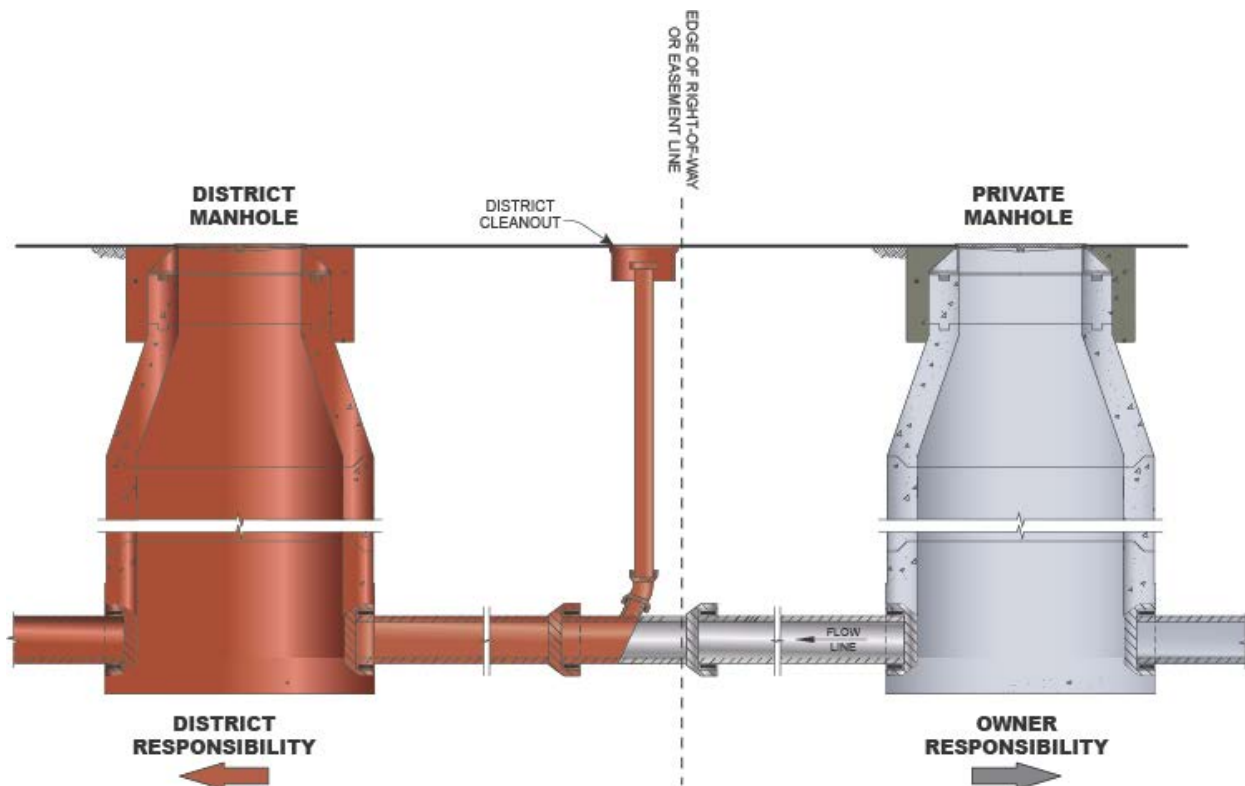
2.10.2 District and Private Main Lines

The District is responsible for the maintenance of main lines within the public right-of-way or easement unless the main line is privately owned or a specific agreement delineating ownership exists. In cases where parcels or structures are served by a private sewer, the owner has the sole responsibility for ownership, operation, and maintenance of the private sewer outside of the public right-of-way or easement. The owner's responsibilities include clearing stoppages, inspecting, maintaining, and repairing the private system so as to maintain the private system in a condition that avoids negative impacts to the operation and maintenance of the District's system. This may include the following:

- a. The private system should be kept free from roots, grease deposits, and other solids that may impede the flow or obstruct the transmission of waste.
- b. All pipes and joints should be tight, sound, and free from structural defects, including cracks, breaks, and missing portions, to prevent root intrusion, exfiltration by waste, or infiltration by groundwater or stormwater.
- c. No drains or other appurtenances that collect stormwater or surface water should be connected to the private system.

Typically, the responsibility delineation between the District and private main line is at the District cleanout. In the absence of a District cleanout, the responsibility delineation between the District and private main line shall be at the limit of the public right-of-way, District or other public sewer easement, or PUE, whichever is the shortest distance as measured from the connecting District manhole.

Maintenance Responsibilities for District and Private Main Line and Manholes



The purpose of this drawing is to delineate maintenance responsibility only. Refer to SASD Standards and Specifications for design and construction details.

The gray color indicates the portion of the system that the owner is responsible for maintaining. The owner is also responsible for repairing the gray portion, except for the District wye. The brown color indicates the portion of the system that the District is responsible for maintaining and repairing. The District is responsible for repairing and replacing all District wyes.

2.10.3 Low Pressure Sewer Systems

Low pressure sewer systems are not allowed without approval of the District Engineer. If a low pressure sewer system is approved, a private sewer maintenance agreement shall be executed and recorded on all participating properties which will include a delineation of ownership and maintenance responsibilities.

In cases where parcels or structures are served by a low pressure sanitary sewer collection system, the owner has the sole responsibility for ownership, operation, and maintenance of the low pressure sewer system outside of the public right-of-way, unless otherwise approved by the District Engineer.

The District is not responsible for backups into structures or damages resulting from grinder pumps that overflow onto the owner's parcel or adjacent parcels because of, but not limited to, a loss of power or plugging.

2.11 Easement Access

The District requires permanent easements for all District-owned sewer facilities that are located outside of the public right-of-way.

Any use of an easement by the owner or occupants (herein after referred to as owner) that is not compatible with or interferes with the construction, operation, maintenance, reconstruction, or repair of District facilities is not allowed. No permanent structure (such as garages, patios, concrete slabs, tool sheds, and similar structures) is to be constructed on top of the District sewer collection system facilities or anywhere within any associated sewer or public utility easements.

The owner must allow for an unobstructed pathway access to all easement areas, with the access having the following dimensions:

- a. A minimum width of 36 inches
- b. A minimum turning radius of 80 inches
- c. A minimum height of 6 feet, 8 inches

If access to an easement area is required at any time, District personnel will at their discretion obtain access. District personnel will contact County and/or jurisdictional agencies as necessary for assistance in gaining access to easement areas.

The parcel owner may be held financially responsible for any additional costs incurred by the District if the owner has not provided District staff adequate access to its assets in a timely manner.

3. PERMITS

3.1 Notifications of Impacts to the Sewer System

Users are required to notify the District if a connection to the sewer system is required or any change that impacts the sewer system as described in Section 4.2 is needed.

3.2 Sewer Impact Permit

A sewer impact permit is issued when a sewer impact fee is collected.

To obtain a sewer impact permit, the owner of the parcel or an authorized representative must complete, sign, and return all required documents. All required fees must be paid before the District will issue a sewer impact permit.

A sewer impact permit will be issued for parcels located within the District's service area. If the parcel is not located within the District's service area, the parcel cannot be served until it has been annexed into the District service area or has received approval to be served by contract as discussed in this Ordinance.

The sewer impact permit expires one year from the date of payment if there has not been a connection to the sewer. Additional sewer impact fees may be due if no connection is made prior to sewer impact permit expiration. In cases where the District determines that the related building permit has remained active and unexpired beyond a year, with adequate construction progress milestones occurring such that a delay in connection beyond one year of sewer impact fee payment is not unreasonable or intentional to avoid the cost of sewer impact fee increases, the District may elect not to assess or collect the additional sewer impact fees that would otherwise be due for connections occurring more than one year after sewer impact fee permit issuance.

3.2.1 Annexation

Annexation of an area to the District must be according to the terms of the Master Interagency Agreement and the Local Agency Formation Commission. All costs generated from the Local Agency Formation Commission to support the annexation are to be assessed and billed directly to the project proponent according to its authority or requirements.

3.2.2 Service by Contract

The District may enter into a contract to provide sewer service to a parcel that is not currently annexed into the District if the following requirements are met:

- a. The parcel must be annexed into the Regional San service area, or served by Regional San by contract, through the appropriate Local Agency Formation Commission
- b. For contracts other than those with public agencies, future annexation into the District service area is intended
- c. The District Board must approve the contract
- d. The project proponent will pay for all costs associated with the service by contract.

3.3 Wastewater Discharge Permit

Discharge volume, rate and characteristics may result in the need for a wastewater discharge permit as determined by the District Engineer. If a user is required to obtain a wastewater discharge permit, the user must file a wastewater discharge permit application on a form provided by the District and receive approval before commencing discharge. Upon evaluation, the District Engineer will issue a wastewater discharge permit to the user subject to certain terms and conditions.

To support the application, the user shall submit, in units and terms appropriate for evaluation, all information as may be deemed necessary to evaluate the application. This information includes identifying information, flow rates, time and duration of discharge, discharge amounts, specific pollutant concentrations, wastewater characteristics, location of all discharge points, and description of activities and facilities affected.

Wastewater discharge permits require the user to comply with all terms and conditions of this Ordinance and to the standards appropriate to carry out the objectives of this Ordinance, including the following factors:

- a. Limits on the average and maximum rate and time of discharge or requirements for flow regulation and equalization
- b. Specific maximum flow and loading rates
- c. Requirements that the discharger notify the District before any proposed bypass other than those that result from accident or emergency
- d. Requirements to have emergency spill plans on file with the District
- e. Requirements for providing access to District personnel at all reasonable times to conduct inspection
- f. Other conditions as deemed appropriate by the District Engineer to ensure compliance with this Ordinance.

The terms and conditions of a wastewater discharge permit may be amended if permit limitations or requirements are modified, or other just cause exists. Any changes or new conditions in the discharge permit shall include a reasonable time schedule for compliance.

Wastewater discharge permits are issued to a specific user for a specific location and operation. They may not be reassigned, transferred, or sold to a new owner, new user, different premises, or a new or changed operation without the prior approval of the District Engineer. However, nothing in this section is to be construed to prevent the terms and conditions of this Ordinance, including enforcement penalties, from applying to a succeeding owner, successor in interest, or other assigns of an existing wastewater discharge permit holder.

3.3.1 Temporary Wastewater Discharge Permit

Users required, or who may be required, by the District to obtain a temporary wastewater discharge permit must complete and file with the District a temporary discharge permit application on a form provided by the District. An application must be submitted to the District for review and approval at least 30 days before commencing discharge. Temporary discharge permits are issued for a specified time. The user must apply for a temporary discharge permit

extension a minimum of 30 days before the expiration of the user's existing temporary discharge permit.

3.4 Access Permit

Access to the District's facilities will be allowed only when approved by the District. An Access Permit form shall be submitted to the District for approval before opening, entering, connecting, or disturbing the existing District-owned and operated sewer collection system facilities. On approval of the access request, the District will issue an Access Permit.

4. SEWER IMPACT FEES

Except as otherwise provided, all parcels will be subject to a sewer impact fee as described in Section 4.2. All users of a sewer facility owned, maintained, or operated by the District must pay an amount determined by the District for the planning, design, and construction of the District's sewer collection system. Impact fees consist of three components 1) SASD Project Costs, 2) Developer Project Costs, and 3) SASD Development Review and Administration Costs. Project Costs are costs to design and construct trunk-sized facilities. SASD Development Review and Administration Costs are associated with reviewing applications, fees, sewer studies, improvement plans, construction submittals, and other development related documents, and administering the trunk reimbursement program.

The District Engineer will categorize all users for discharge purposes according to each user type discharge activity conducted upon the premises. In circumstances of mixed use on a single parcel, fees will be determined in accordance with Section 4.3. Sewer impact fees are listed in the SASD Fee and Rate Schedule.

4.1 Sewer Impact Fee Categories

For the calculation and collection of sewer impact fees, District users are assigned the following categories:

- a. Single-Family Residential Users
- b. Multi-Family Residential Users
- c. Commercial Users
- d. Industrial Users
- e. Groundwater Remediation Dischargers
- f. Non-Defined Commercial Users
- g. Other Users as specified.

The sewer impact fee charged is based on the category of user, as well as the location of each parcel served or to be served within the District service area. The District service area is divided into two geographical areas: the relief area and the expansion area. Each parcel is located within the relief area or expansion area as identified in the SASD Relief/Expansion Area Map found in Section 12.

4.2 Conditions Requiring Payment of Sewer Impact Fees

Sewer impact fees, or incremental sewer impacts fees, are required for the following scenarios:

- a. A new connection to the sewer system is made, or
- b. A parcel size is changed with the effect of increasing the parcel size or sub-dividing one User parcel into two or more new parcels (examples include legally divided parcels, lot line adjustments, property merges, or expanding use onto another parcel in conjunction with an existing business even if the newly used parcel does not have a direct connection to the sewer system), or
- c. A change in structure use from residential to commercial occurs, or

- d. The User is reclassified as non-defined commercial and discharge is greater than 55,800 gallons per acre (6 ESDs/acre) per month, or
- e. The User is reclassified and permitted as Industrial, or
- f. An Industrial or non-defined commercial User requires additional flow capacity, or
- g. The parcel was initially assessed Sewer Impact Fees as a public park or public school and changes to another use.

4.3 Sewer Impact Fee Payments

The sewer impact fees for single-family residential, multi-family residential, commercial, industrial, non-defined commercial, park, and school users as identified in the SASD Relief/Expansion Area are presented in the SASD Fee and Rate Schedule.

In circumstances of mixed use on a single parcel, the sewer impact fee payment for each use shall be determined based on a calculated proportionality of the uses on the parcel. The calculated proportionality for each use shall be the ratio of the ESDs contributed by each user category divided by the total number of ESDs contributed by all uses. The calculated proportionality for each use shall be represent the percentage of the total acreage, or ESD count for Single-Family User parcels recorded prior to July 1, 2003, to be charged according to that specific use category fee. The total sewer impact fee payment due for the mixed use parcel shall be the aggregate sum of the proportional use calculations, and related acreage percentage conversions, for each use.

4.3.1 Single-Family Residential Users

Sewer impact fees are due and payable based on the method used to form the parcel and when it was recorded.

- a. Sewer impact fees for single-family residential users are due and payable prior to issuance of a building permit.
- b. If a parcel size increases and has an existing paid sewer connection, the incremental sewer impact fees are due and payable prior to the recordation of the change.
- c. Any other incremental sewer impact fees or other balances for sewer impact fee payment deficiencies discovered owing for existing single-family users are due and payable in full upon issuance of the invoice to the user by the District.
- d. If a parcel with an existing paid connection undergoes a legal parcel subdivision, sewer impact fees are due and payable prior to the recordation of the change for the newly created parcels that do not receive the available grandfathered sewer impact fee credit per Section 4.4.

4.3.1.1 Ancillary Units, Accessory Dwelling Units, and Junior Accessory Dwelling Units

A single ancillary unit per parcel, as defined by this Ordinance, will not be assessed a sewer impact fee. Parcels with more than one ancillary unit are subject to additional fees on a per ESD basis, if the parcel was recorded prior to July 1, 2003, except when the additional ancillary units are created or constructed in accordance with the provisions of California Government Code Sections 65852.2 or 65852.22 for accessory dwelling units or junior accessory dwelling units that specifically exclude the assessment of sewer impact fees for such units.

For parcels recorded prior to July 1, 2003, when there is more than one ancillary unit that meets the definition of an accessory dwelling unit or junior accessory dwelling unit created or constructed in accordance with the provisions of California Government Code Sections 65852.2 or 65852.22 that allow such units to be charged sewer impact fees, the additional sewer impact fee charged for the accessory unit shall be a proportionate percentage of the primary dwelling unit's ESD charge that will be calculated as the accessory dwelling unit's square footage divided by the primary dwelling's square footage multiplied times the sewer impact fee that would be charged for the primary dwelling.

Sewer impact fees previously purchased for ancillary units will remain credited to the parcel. If the parcel is divided, sewer impact fee credits may be distributed among the divided parcels as determined or proposed by the parcel owner and as approved by the District Engineer.

4.3.2 Multi-Family Residential Users

Sewer impact fees for multi-family residential users are due and payable prior to issuance of a building permit. If a parcel size increases and has an existing paid sewer connection, the incremental sewer impact fees are due and payable prior to the recordation of the change. Any other incremental sewer impact fees or other balances for sewer impact fee payment deficiencies discovered owing for existing multi-family users are due and payable in full upon issuance of the invoice to the User by the District. If a parcel with an existing paid connection undergoes a legal parcel subdivision, sewer impact fees are due and payable prior to the recordation of the change for the newly created parcels that do not receive the available grandfathered sewer impact fee credit per Section 4.4.

4.3.3 Commercial Users

Sewer impact fees for commercial users are due and payable prior to the issuance of a building permit. If a parcel size increases and has an existing paid sewer connection, the incremental sewer impact fees are due and payable prior to the recordation of the change. Any other incremental sewer impact fees or other balances for sewer impact fee payment deficiencies discovered owing for existing commercial users are due and payable in full upon issuance of the invoice to the User by the District. If a parcel with an existing paid connection undergoes a legal parcel subdivision, sewer impact fees are due and payable prior to the recordation of the change for the newly created parcels that do not receive the available grandfathered sewer impact fee credit per Section 4.4.

At a minimum, commercial users will pay a sewer impact fee equal to one single-family dwelling.

4.3.4 Industrial Users

The sewer impact fee for industrial users will be based on the maximum monthly discharge. The fee is based on a unit rate per thousand gallons per month as presented in the SASD Fee and Rate Schedule and is due and payable in full upon receipt of the invoice issued to the user by the District.

The user shall include an estimate of flow to the sewer in the wastewater discharge permit application submitted to the District. A sewer impact permit will not be issued to an industrial user until this application has been submitted and accepted by the District.

4.3.4.1 Review of Flows and Adjustment of Sewer Impact Fees

Sewer impact fees will be based on an estimate furnished by the applicant. Any time following initiation of discharge, but no later than after the second year of operation, occupancy or discharge, the District Engineer may adjust such fees to reflect actual flows discharged. Any additional fees assessed will be paid in a lump sum subject to the limitations stated here. Any reduction in fees will be credited against any unpaid fees or returned in a lump sum if there is no outstanding balance.

4.3.4.2 Obligation of Discharger to Notify District of Changes Affecting Discharge

Industrial users planning to make changes expected to result in an increase in the flow quantities above those contained in the most recent wastewater discharge permit (or any amendments) accepted and on file with the District must notify the District of the anticipated increases at least 90 days before the first anticipated month of increase and must request approval of an amendment to the existing wastewater discharge permit. Approval of increased flow quantities will be contingent on capacity in the sewer collection system. If capacity is not available, the user may be responsible for improvements to the sewer collection system. If the amendment is accepted, the District Engineer will increase the sewer impact fee to reflect the increase in maximum monthly flows by application of the sewer impact fee in effect on the date the increase is requested.

4.3.4.3 Calculation of Incremental Sewer Impact Fees

The District will review the flow quantities of each industrial user. If flow quantities exceed the allocations contained in the most recent wastewater discharge permit approved and on file, the District will require payment of additional sewer impact fees to reflect the increases.

Exceeding the flow allocation is defined as an increase to the flow quantity above the allocation shown in the wastewater discharge permit by more than 10% for a single calendar month.

Incremental sewer impact fees, if assessed, are calculated based on the sewer impact fee in effect at the time the flow increase is requested by the user. Otherwise, the incremental sewer impact fee is calculated based on the date the flow increase occurs.

One of the following options will apply for calculating incremental sewer impact fees:

- a. Purchase – The user may pay in full the sewer impact fees in effect for the flow quantity increase upon receipt of the notice forwarded to the user by the District. If the user pays the sewer impact fees under this option and the District accepts them, the wastewater discharge permit will be modified to reflect the flow increase and the user may continue to discharge into the District's facilities at the revised discharge volume.
- b. Annual Rental – The District Engineer may agree to rent an increase in flow contained in the wastewater discharge permit on an annual basis. An annual rental fee will be calculated by applying 6% of the cost of the sewer impact fee for the flow quantity increase.
- c. Monthly Rental – The District Engineer may approve an increase in flow contained in the wastewater discharge permit on a temporary basis. A monthly rental fee will be calculated as detailed in alternative b, above for annual rental, except that the amount determined will be divided by 12. This option may be used for a maximum of six months in any 12-month period. After the six monthly rentals, an annual rental or purchase is required.

In the event the discharger elects alternative b or c above for payment of incremental sewer impact fees, the right to discharge into the District sewer at the incremental quantities is only granted for the duration of the agreement. After the rental period, the rented capacity reverts to the District. Rental payments will not be applied to the purchase of permanent capacity.

4.3.4.4 Industrial User Sewer Impact Fee Finance Agreement

An Industrial User may apply to the District for a Sewer Impact Fee finance agreement for purchase of permitted flows and loadings for up to 30 years. Sewer Impact Fees will be based on the fees in effect at the time of approval of the finance agreement by the District Engineer.

The District Engineer has the authority to execute Industrial User Sewer Impact Fee Finance Agreements.

4.3.5 Groundwater Remediation Dischargers

The sewer impact fee for groundwater remediation dischargers will be based on the maximum monthly discharge and charged as an annual rental fee. The annual rental fee will be calculated by applying 6% of the cost of the sewer impact fee calculated for the flow quantity and will be billed in 12 monthly payments. The fee is based on a unit rate per thousand gallons per month as presented in the SASD Fee and Rate Schedule. The sewer capacity allocated through rental will revert to the District upon termination of the wastewater discharge permit.

The user shall include an estimate of flow to the sewer in the wastewater discharge permit application submitted to the District.

4.3.5.1 Review of Flows and Adjustment of Sewer Impact Fees

The District will periodically review the flow discharged during the rental period. If flow quantities exceed the allocations contained in the most recent wastewater discharge permit approved and on file, the District will require payment of additional sewer impact fees to reflect the increases. Incremental sewer impact fees, if assessed, are calculated based on the sewer impact fee in effect at the time the flow increase is requested by the user. Otherwise, the incremental sewer impact fee is calculated based on the date the flow increase occurs.

The District may agree to an increase in the flow quantity contained in the wastewater discharge permit on a monthly basis. An incremental sewer impact fee will be due under this alternative. This option may be used for a maximum of six months in any 12-month period. After six monthly rentals, an adjustment to the annual rental is required.

4.3.6 Non-Defined Commercial Users

The sewer impact fee for non-defined commercial users, where ESD Equivalent Factors are not shown in Section 6.9.3 or where the discharge is greater than 55,800 gallons per acre per month, will be based on the maximum monthly discharge. The sewer impact fee is based on one ESD per 9,300 gallons discharged per month as presented in the SASD Fee and Rate Schedule.

Sewer impact fees for non-defined commercial users issued a wastewater discharge permit are due and payable in full upon receipt of the invoice issued to the user by the District. Any balances for sewer impact fee payment deficiencies discovered owing for existing non-defined commercial users issued a wastewater discharge permit are due and payable in full upon issuance

of the invoice to the user by the District. If a parcel with an existing paid connection undergoes a legal parcel subdivision, sewer impact fees are due and payable prior to the recordation of the change for the newly created parcels that do not receive the available grandfathered sewer impact fee credit per Section 4.4.

Sewer impact fees for non-defined commercial users not issued a wastewater discharge permit are due and payable in full prior to the issuance of a building permit. If a parcel size increases and has an existing paid sewer connection, the sewer impact fees are due and payable prior to the recordation of the change. Any other incremental sewer impact fees or other balances for sewer impact fee payment deficiencies discovered owing for existing non-defined commercial users not issued a wastewater discharge permit are due and payable in full upon issuance of the invoice to the user by the District. If a parcel with an existing paid connection undergoes a legal parcel subdivision, sewer impact fees are due and payable prior to the recordation of the change for the newly created parcels that do not receive the available grandfathered sewer impact fee credit per Section 4.4.

At a minimum, all non-defined commercial users will pay a sewer impact fee equal to one single-family dwelling.

4.3.6.1 Review of Flows and Adjustment of Sewer Impact Fees

Any time following initiation of discharge, but no later than after the second year of operation, occupancy or discharge, the District may adjust such fees to reflect actual flows discharged. Any additional fees assessed will be paid in a lump sum subject to the limitations stated here. Any reduction in fees will be credited against any unpaid fees or returned in a lump sum if there is no outstanding balance.

4.3.6.2 Obligation of Discharger to Notify District of Changes Affecting Discharge

Non-defined commercial users planning to make changes expected to result in an increase to the flow quantities above allocations assigned to the parcel must notify the District of the anticipated increases at least 90 days before the first anticipated month of increase. Approval of increased flow quantities will be contingent on capacity in the sewer collection system. If capacity is not available, the non-defined commercial user may be responsible for improvements to the sewer collection system.

Non-defined commercial users issued a wastewater discharge permit must request approval of an amendment to the existing wastewater discharge permit for increased flow quantities. If the amendment is accepted, the District will increase the sewer impact fee to reflect the increase in maximum monthly flows by application of the sewer impact fee in effect on the date the increase is requested.

4.3.6.3 Calculation of Incremental Sewer Impact Fees

The District may review the flow of each non-defined commercial user. If flow quantities exceed the allocations assigned to the parcel, the District will require payment of additional sewer impact fees to reflect the increase.

Incremental sewer impact fees, if assessed, are calculated based on the sewer impact fee in effect at the time the flow increase is requested by the user. Otherwise, the incremental sewer impact fee is calculated based on the date the flow increase occurs.

For non-defined commercial users not issued a wastewater discharge permit, the user must pay in full the sewer impact fees in effect for the flow quantity increase upon receipt of the invoice issued to the user by the District. Upon payment and acceptance from the District, the user may continue to discharge into the District's facilities at the revised discharge volume.

For non-defined commercial users issued a wastewater discharge permit, exceeding the flow allocation is defined as an increase to the flow quantity above the allocation shown in the wastewater discharge permit by more than 10% for a single calendar month. One of the following options will apply for calculating incremental sewer impact fees:

- a. **Purchase** – The user may pay in full the sewer impact fees in effect for the flow quantity increase upon receipt of the notice forwarded to the user by the District. If the user pays the sewer impact fees under this option and the District accepts them, the wastewater discharge permit will be modified to reflect the flow increase and the user may continue to discharge into the District's facilities at the revised discharge volume.
- b. **Annual Rental** – The District Engineer may agree to rent an increase in flow contained in the wastewater discharge permit on an annual basis. An annual rental fee will be calculated by applying 6% of the cost of the sewer impact fee for the flow quantity increase.
- c. **Monthly Rental** – The District Engineer may approve an increase in flow contained in the wastewater discharge permit on a temporary basis. A monthly rental fee will be calculated as detailed in alternative b, above for annual rental, except that the amount determined will be divided by 12. This option may be used for a maximum of six months in any 12-month period. After the six monthly rentals, an annual rental or purchase is required.

In the event the discharger elects alternative b or c above for payment of incremental sewer impact fees, the right to discharge into the District sewer at the incremental quantities is only granted for the duration of the agreement. After the rental period, the rented capacity reverts to the District. Rental payments will not be applied to the purchase of permanent capacity.

4.3.7 Parks and Schools

4.3.7.1 Parks

Sewer impact fees for parks are due and payable in full upon receipt of the invoice issued to the user by the District. The sewer impact fee for parks will be based on the following:

- a. Number of fixture units located on the park site (assuming 0.04 ESD per fixture unit)
- b. Relief area or expansion area sewer impact fee per ESD.

The following calculation will be used to determine the sewer impact fee for parks:

$(\# \text{ of fixture units}) \times (0.04 \text{ ESD/fixture unit}) \times (\text{relief or expansion area sewer impact fee per ESD}) = \text{sewer impact fee for parks}$

In no event will the sewer impact fee for any park be less than that charged for one ESD unless there is no connection to the sewer collection system in which case no sewer impact fee will be charged.

Any incremental sewer impact fees or other balances for sewer impact fee payment deficiencies discovered owing for existing park users are due and payable in full upon issuance of the invoice to the user by the District.

4.3.7.2 Schools

Sewer impact fees for schools are due and payable in full upon receipt of the invoice issued to the user by the District. The sewer impact fee for schools will be based on the following:

- a. Average daily attendance of students at the school
- b. Discharge value per student (see table below), based on the types of facilities located at the school

SCHOOL FACILITIES	DISCHARGE VALUE (Gallons per Student per Day)
No Gym, Cafeteria, or Shower	10
Cafeteria Only	12
Gym, Cafeteria, and Shower	15

The following calculation will be used to determine the sewer impact fee for schools within the relief area and expansion area:

$$(\text{average daily attendance}) \times (\text{discharge value}) \times (1.0 \text{ ESD}/310 \text{ gallons}) \times (\text{relief area or expansion area sewer impact fee per ESD}) = \text{sewer impact fee for schools}$$

Any incremental sewer impact fees or other balances for sewer impact fee payment deficiencies discovered owing for existing school users are due and payable in full upon issuance of the invoice to the user by the District.

4.3.8 Extended Payment Plan

Permitted users may apply to the District for an Extended Payment Plan of sewer impact fees. The maximum term of the agreement is 24 months. The District Engineer or designee has the authority to execute the Extended Payment Plan.

4.3.9 Finance Agreements

The parcel owner may apply to the District for a Finance Agreement for sewer impact fees. The maximum term of the agreement is 24 months. The agreement shall be recorded in the Office of the Recorder of Sacramento County, California, at the cost of the District and constitutes notice to all successors of title to the parcel of the specific obligations. The District Engineer or designee has the authority to execute the agreement.

4.3.10 Phased Development

Under certain conditions, a project proponent may request a Phased Development Agreement (or Phased Agreement) to defer those sewer impact fees that relate to a portion of a parcel that will not be developed. The portion that is not developed will be subject to the sewer impact fee in effect at the time that the land is developed. The agreement shall be recorded in the Office of the Recorder of Sacramento County, California, at the cost of the District and constitutes notice to all successors of title to the parcel of the specific obligations. The District Engineer or designee has the authority to execute the agreement.

4.3.11 Adjustments

Adjustments for fee discrepancies will be provided as specified in the California Code of Civil Procedure Section 338.

4.3.12 Refunds

Sewer impact fees collected are nonrefundable except in the case of a District error; or to reimburse for sewer impact fee credit awarded the user through a sewer impact fee credit program sanctioned by the District Board of Directors when payment of sewer impact fees was made before the credit was awarded; or as prescribed in this Ordinance.

4.4 Sewer Impact Fee Credit

Parcels for which sewer impact fees have been paid, partially waived, or completely waived, will be granted Sewer Impact Fee Credit (credit) toward future parcel development. Credits will be given based on the current dollar values of an ESD, acre, or flow as applicable for each type of User.

All credits are parcel based. As such, they do not belong to a specific user but to the parcel. Credits for sewer impact fees originally established for a parcel may not be transferred in full or in part to any other parcel, unless the parcels share a property line and have the same owner. When sewer impact fee credit cannot be fully or adequately determined from historical permit records, all Residential and Commercial Users that have paid for their connection and use to the District's sewer system as of July 1, 2001, will be grandfathered as to their existing use as of that date. As such these Users are subject to the payment of Incremental Sewer Impact Fees for any expansion beyond their July 1, 2001 usage. Their Incremental Sewer Impact Fee will be based upon the difference between their July 1, 2001 usage (credit) and the present usage Sewer Impact Fee required for a totally new development of their type. If the data on a Residential or Commercial User's existing use as of July 1, 2001 does not exist, the grandfathered use shall be established using the earliest available records dated after July 1, 2001.

Additionally, changes in types of commercial usage may also require the payment of Incremental Sewer Impact Fees whenever the new usage exceeds the Sewer Impact Fee Credit grandfathered or previously purchased. Changes in usage can involve more than one parcel. If these parcels can be legally merged, the owner may redistribute within the project site, any Sewer Impact Fee Credit in excess of the minimum allocation required for each of the individual parcels.

When a Residential User parcel that has an existing connection is legally sub-divided, any fully paid or grandfathered sewer impact fee credit existing on the original parcel before the parcel split shall be transferred to only one of the parcels created by the parcel split, and this parcel alone shall retain the full use credit of the original parcel. Any remaining newly created parcel(s) resulting from the parcel split shall be subject to new sewer impact fees according to the new parcel use(s).

When a Commercial User parcel that has an existing connection is legally sub-divided, any fully paid or grandfathered sewer impact fee credit existing on the original parcel before the parcel split shall be transferred to or distributed among the resulting newly created parcels as best aligns with the known immediate or future proposed use on all affected parcels as determined by the District, or as otherwise specifically requested in writing by the parcel owner prior to the recordation of the parcel change.

This section does not apply to trunk reimbursement credits.

4.4.1 Residential Parcels

Single-family residential parcels for which sewer impact fees were paid on the basis of ESDs will be credited one ESD for a single-family dwelling. Single-family residential parcels for which sewer impact fees were paid on an acreage basis will be credited for the original permitted acreage.

Multi-family residential parcels for which sewer impact fees were paid on an ESD basis will be credited the number of permitted ESDs. Multi-family residential parcels for which sewer impact fees were paid based on acreage will be credited for the original permitted acreage.

4.4.2 Commercial Parcels

Commercial parcels for which sewer impact fees were paid will be credited for the original permitted acreage.

4.4.3 Industrial and Non-Defined Commercial Parcels

Industrial and non-defined commercial parcels for which sewer impact fees were paid will be credited for the original permitted flow.

4.4.4 Public School and Public Park Parcels

Public school parcels for which sewer impact fees were paid will be credited for the original permitted flow and converted into ESDs. Credits will be given based on the current dollar value of an ESD.

Public park parcels for which sewer impact fees were paid will be credited for the original permitted ESDs. Credits will be given based on the current dollar value of an ESD.

4.5 Time of Payment and Deferral Option for Sewer Impact Fees for Market-Rate Residential Projects

A residential project proponent shall pay District sewer impact fees as described in this Chapter unless a fee deferral agreement or extended payment agreement is approved as described in this Ordinance.

4.5.1 Application for Sewer Impact Fee Deferral

A residential development project may file an application with the District Engineer to request deferral of any of the sewer impact fees enumerated in this Ordinance.

When applying for a sewer impact permit, a person shall pay 10 percent of the amount of all fees that would otherwise be payable when applying to connect to District facilities for each individual lot for which a building permit is sought. This 10 percent payment is in addition to the required fee deferral application and administrative processing fees.

Deferral of sewer impact fees under this Ordinance shall be acknowledged by a recordable agreement or other writing satisfactory to the District Engineer and approved by District Counsel. This agreement shall be recorded before issuance of building permits.

4.5.2 Requirements

All the following requirements must be satisfied before approval of a fee deferral:

- a. Submittal to the District Engineer of a complete application
- b. Deposit of all fees referenced within this section of this Ordinance
- c. Recordation of agreement according to this Ordinance.

4.5.3 Time of Payment

The date that payment is due and payable is dependent upon the type of development.

4.5.3.1 Single-Family Residential

A hold will be placed on the parcel until any sewer impact fees due for each individual lot are paid. Fees that are not paid for a period exceeding 90 days after becoming due and payable as specified in the signed agreement are hereby made a lien upon the agreement subject properties. Any proceedings authorized by law to enforce payment of such lien may be taken by the District.

Upon approval of the District Engineer, certain market-rate single-family residential projects are eligible to have sewer impact fees deferred. An application must be completed and approved and a deferral of sewer impact fees agreement must be executed between the applicant and the District. Sewer impact fees that are approved for deferral for a single-family residential project under this Ordinance will be due and payable at the close of escrow of each individual lot within the project. The maximum sewer impact fee deferral period for any lot within a single-family residential project is five years from the date of issuance of permits subject to fee deferral or at the close of escrow, whichever comes first.

If fees are not paid within the maximum fee deferral period, penalties will be applied as specified in this Ordinance.

4.5.3.2 Multi-Family Residential

A hold will be placed on the parcel until any sewer impact fees are paid. Fees that are not paid for a period exceeding 90 days after becoming due and payable as specified in the signed agreement are hereby made a lien upon the agreement subject properties. Any proceedings authorized by law to enforce payment of such lien may be taken by the District.

Upon approval of the District Engineer, certain market-rate multi-family residential projects are eligible to have sewer impact fees deferred. An application must be completed and approved and a deferral of sewer impact fees agreement must be executed between the applicant and the District. Sewer impact fees that are approved for deferral for a multi-family residential project according to this Ordinance are due and payable upon the close of permanent loan financing. The maximum sewer impact fee deferral period is five years from the date of issuance of permits subject to fee deferral or the close of escrow, whichever comes first. If fees are not paid within the maximum fee deferral period, interest penalties will be applied as specified in this Ordinance.

4.5.4 Transferability

Approval of a sewer impact fee deferral for a residential project is not transferable to another project, even if the applicant is the same for the other project.

4.5.5 Interest and Penalties

For residential projects approved for sewer impact fee deferral under this Ordinance, no interest will accrue during the period of deferral. If fees are not paid at the time required by this Ordinance, a penalty will be due and payable equal to the annual rate of interest earned by the treasurer of the County of Sacramento on the investment of pooled funds on that amount of disqualified deferred fees, computed from the date of execution of the deferral agreement to the time of payment.

4.5.6 Sewer Impact Fee Increases or Decreases

Fees that are deferred or permits subject to deferral of fees are not exempt from fee increases or decreases. Deferred fees shall be paid according to the SASD Fee and Rate Schedule in effect at the time of final payment.

4.5.7 Administration Charge

As presented in the SASD Fee and Rate Schedule, a non-refundable fee is hereby established due at the time of application for sewer impact fee deferral to fund the costs of administering the fee deferral program.

4.5.8 Recordation Costs

The applicant must pay all costs of recordation of agreements required by this Ordinance. At the District's option, the District may include recording costs in its administration charge and record the agreements.

4.6 Time of Payment and Deferral Option for Sewer Impact Fees for Commercial and Industrial Projects

The District's sewer impact fee may be deferred as allowed by the provisions of this Ordinance to stimulate and encourage economic development within the District, particularly those developments that will result in long-term commitments creating jobs and providing economic stimuli for the benefit of all the District residents. Any person proposing to construct commercial or industrial improvements upon a parcel within the District service area may apply to defer payment of impact fees.

4.6.1 Application and Security

When applying for a sewer impact fee deferral, the applicant must pay 20% of the amount of the sewer impact fee that would otherwise be payable at the time of permit issuance. The applicant at such time shall also provide security for the payment of those fees to be deferred. This security shall be subject to approval by the District Engineer or his designee and shall consist of one or more of the following items:

- a. Assigned passbook or certificate of deposit
- b. Irrevocable letter of credit
- c. Surety bond
- d. Lien against the property

- e. Negotiable securities if approved by the Board of Directors.

The application must state the deferral time the applicant is requesting. Fees may be deferred under this Ordinance until the issuance of a certificate of occupancy or the close of escrow or to a period of not more than five years from the date the agreement is executed. If fees are to be deferred until issuance of a certificate of occupancy or to close of escrow, the deferral agreement required by the District shall include a provision requiring payment at such time or within the five years, whichever occurs first.

4.6.2 Agreement

Upon approval of an application, the applicant must enter into a deferral agreement with the District in a form satisfactory to the District Engineer and approved by the District Counsel. The agreement at a minimum shall be site specific and must provide for the enforcement of the provision of this Ordinance. A single agreement is to be entered for each project whether or not the applicant is the same for multiple projects. Authority to execute such agreement on behalf of the District is hereby delegated to the District Engineer.

4.6.3 Time of Payment

Upon approval of an application for fee deferral, deposit of approved security, and execution of a deferral agreement, the deferred fees shall be payable and collected as set forth in the deferral agreement. If the deferred sewer impact fees are not paid within the time required, the District will enforce the security provided under this Ordinance.

4.6.4 Interest and Penalties

Unless waived as provided in this Ordinance, interest will be charged on all unpaid deferred fees at a rate equal to the annual interest rate earned by the Treasurer of the County of Sacramento on the investment of pooled funds. Such interest shall accrue from the date of execution of the agreement and continue until the deferred fees are paid in full.

If the project for which fee deferral is requested is a targeted company or an agent for a targeted company, interest on amounts deferred will be waived. A targeted company is a company that can demonstrate it will bring to the District service area 50 or more full-time jobs, each paying over \$25,000 per year. If fees are not paid at the time required by this Ordinance, a penalty will be due and payable equal to the annual rate of interest earned by the treasurer of the County of Sacramento on the investment of pooled funds on that amount of disqualified deferred fees, computed from the date of execution of the deferral agreement to the time of payment.

4.6.5 Administration Charge

As presented in the SASD Fee and Rate Schedule, a non-refundable fee is hereby established which is due at the time of application for fee deferral to fund the costs of administering the fee deferral program.

4.7 Time of Payment and Deferral or Waiver of Sewer Impact Fees for Affordable Housing Projects

The District sewer impact fee can be deferred or waived as allowed under this Ordinance to support construction of residential projects providing units with affordable rents or housing costs for low and very low income households within the District service area.

Notwithstanding any other Ordinance of the District, upon application and approval under this Ordinance, impact fees shall be paid and collected for qualified residential projects under the provisions of this Ordinance.

4.7.1 Sewer Impact Fee Deferral Program

4.7.1.1 Application

A qualified residential project applicant may file an application with the District to request deferral of any of those fees enumerated in this Ordinance. The specific percentage of low or very low income units, or both, to be offered in a residential development project must be certified by SHRA and included in the sewer impact fee deferral application before acceptance.

4.7.1.2 Ten Percent Down Payment

At the time of building permit issuance, the applicant shall pay 10% of all fees included in the application request for each individual lot for which a building permit is sought. This payment is in addition to all required fee deferral administrative fees.

4.7.1.3 Security–Deed of Trust

Security for the deferral of fees under this Ordinance shall be in the form of a promissory note secured by a deed of trust encumbering each parcel of record owned by the applicant that is included in the qualified residential project. The promissory note and deed of trust shall be in a form satisfactory to the District Engineer and must be approved by District Counsel. This deed of trust shall be secondary only to deeds of trust associated with acquisition or construction financing and to any regulatory agreement executed with a governmental agency for purposes of providing housing for low-income households and very low-income households. This deed of trust shall be recorded before issuance of building permits. However, to allow timely construction in the event of unanticipated consequences; an applicant may pay 100% of fees to obtain issuance of building permits. Within 6 months of the applicant's payment of fees and upon fulfillment of all other requirements of this section the applicant will be eligible for a refund of 90% of the fees paid with 90% deferred and payable in accordance with the fee deferral agreement.

4.7.1.4 Other Requirements

All of the following requirements must be satisfied before approval of a fee deferral:

- a. Submittal to the District of a complete application, including a certification letter and a preliminary title report
- b. Deposit of all administrative fees
- c. Recordation of the deed of trust
- d. Execution and recordation of a fee deferral agreement.

4.7.1.5 Single-Family Sewer Impact Fee Deferral Period, Interest Penalties

Fees that are approved for deferral for a single-family residential project under this Ordinance are due and payable at the close of escrow of each individual lot within the project. The maximum sewer impact fee deferral period for all lots within a single-family residential project is five years from the date of recordation of the agreement and deed of trust or the close of escrow, whichever comes first. If the fee is not paid within the maximum fee deferral period, interest penalties will apply and payment of the fees secured by the deed of trust will be undertaken as provided in the executed agreement.

4.7.1.6 Multi-family Sewer Impact Fee Deferral Period, Interest Penalties

Fees that are approved for deferral for a multi-family residential project under this Ordinance are due and payable upon the close of permanent loan financing. The maximum sewer impact fee deferral period is five years from the date of recordation of the agreement and deed of trust or the close of escrow, whichever comes first. If the fee is not paid within the maximum fee deferral period, interest penalties will apply as presented in this Ordinance and payment of the fees secured by the deed of trust will be undertaken as provided in the executed agreement.

4.7.1.7 Partial Reconveyances

For a single-family qualified residential project, a partial release (reconveyance) from the deed of trust per individual unit will be executed by the District upon receipt of payment of deferred fees in full and written request from the title company handling the escrow of said unit and the Administrator's receipt of the release from SHRA. For multifamily qualified residential projects, a release from the deed of trust shall be executed by the District upon (1) receipt of payment of deferred fees in full and written request from the title company handling the permanent loan financing and (2) the administrator's receipt of the release from SHRA.

4.7.1.8 Failure to Provide Affordable Housing

This section presents the consequences of failure to provide affordable housing. SHRA will notify the administrator of failure of a single or multi-family residential project to sell or rent the percentages of units with affordable rents or affordable housing costs for very low income households or low income households for which a fee deferral was approved under this Ordinance. Interest penalties will be imposed, calculated from the date of recordation of the fee deferral agreement under this Ordinance to the date of payment of the deferred fees.

4.7.1.9 Sewer Impact Fee Deferral Not Transferable

The approval of a fee deferral under this Ordinance for a qualified residential project is not transferable to another project regardless if the applicant is the same for both projects or whether the other project is also a qualified residential project.

4.7.1.10 Mixed Affordable and Market-Rate Residential Projects, Substitutions

If a single-family qualified residential project plans to sell or rent units both at market rate and for low income households, the applicant shall submit a copy of the tentative or final subdivision or parcel map of this single-family qualified residential project identifying all units for which a deferral is sought under this Ordinance. The tentative or final subdivision or parcel map shall be submitted with the fee deferral application.

Before final map recordation, subsequent one-for-one changes of units identified as market rate and low income household units on the tentative subdivision or parcel map shall require written approval of the District Engineer. Such changes will be permitted only if (1) the same deed of trust encumbers both of the lots for which the change is requested and (2) the percentage of low income household units provided in the fee deferral application for this single-family qualified residential project and the accompanying certification letter is not increased or decreased. Final map recordation of the tentative subdivision map must conform substantially with the entire tentative subdivision map per California Government Code section 66442. After final map recordation, one-for-one changes require written approval of the District Engineer and will be permitted only if (1) the same deed of trust encumbers both of the lots for which the change is requested and (2) the percentage is not increased or decreased of low income household units provided in the fee deferral application for the entire single-family qualified residential project and the accompanying certification letter.

4.7.2 Sewer Impact Fee Waiver Program

4.7.2.1 Application

Only a qualified residential project with at least 10% of its units as affordable rents or affordable housing costs for very low income households, as so indicated by a certification letter, is eligible for a waiver of any of the fees enumerated in this Ordinance. Such fees will be waived in an amount proportional to the percentage of units affordable to very low income households. The certification letter shall specify the very low income percentage for each individual project and shall be included in the fee waiver application.

4.7.2.2 Security–Deed of Trust

Security is required for fee waiver applications to ensure a method of recovery of those fees waived, should a residential development project fail to provide the percentages of affordable rents or affordable housing costs for very low income households for which a fee waiver was sought. The security shall be in the form of a promissory note secured by a deed of trust encumbering each parcel of record that is included in the qualified residential project and owned by the applicant. The deed of trust shall be recorded for all sewer impact fees for which a waiver is requested under this Ordinance. The promissory note and deed of trust shall be in a form satisfactory to the District Engineer and must be approved by District Counsel.

The deed of trust is secondary only to deeds of trust associated with acquisition or construction financing and to any regulatory agreement executed with a governmental agency for purposes of providing housing for low-income households and very low-income households. The deed of trust shall be recorded before issuance of building permits. However, to allow timely construction in the event of unanticipated consequences, an applicant may pay 100 % of fees to obtain issuance of building permits. Upon the administrator's approval and recordation of the fee waiver agreement and deed of trust, the applicant may be eligible for refund of the fees so paid, which will then be subject to the terms of the fee waiver agreement.

4.7.2.3 Annual Cap on Waivers

All fee waiver applications are subject to the cap provisions set forth in this Ordinance. Additional fee waiver applications will not be accepted if the specified cap has been reached for

the fiscal year in which a fee waiver application is submitted. The District will maintain no waiting lists.

4.7.2.4 Other Requirements

All of the following requirements must be satisfied before approval of a fee waiver:

- a. Submittal to the District of a complete application, including a certification letter and a preliminary title report
- b. Deposit of all administrative fees
- c. Recordation of the deed of trust
- d. Execution and recordation of fee waiver agreement.

4.7.2.5 Release

For a single-family qualified residential project, a partial release (reconveyance) from the deed of trust securing the promissory note per individual unit shall be executed by the District upon receipt of written request from the title company handling the escrow of said unit and the administrator's receipt of the release from SHRA. For multi-family qualified residential projects, a release from the deed of trust shall be executed by the District upon receipt of written request from the title company handling the permanent loan financing and the administrator's receipt of the release from SHRA.

4.7.2.6 Failure to Provide Very Low Income Affordable Housing

Notification to the administrator by SHRA of failure of any single or multi-family residential project to provide the percentages of affordable rents or affordable housing costs for very low income households for which a fee waiver was sought under this Ordinance shall result in disqualification of the fees for waiver and the imposition of interest penalties calculated from the date of recordation of the fee waiver agreement to the date of payment of the fees in full for the number of units for which fee waiver was approved and which fail to meet the very low income housing requirements.

4.7.2.7 Sewer Impact Fee Waiver Not Transferable

The approval of a fee waiver under this Ordinance for a qualified residential project shall not be transferrable to another project regardless of whether the applicant is the same for either projects or the other project is also a qualified residential project.

4.7.2.8 Waiver Compliance Period

A fee waiver shall be valid for a maximum 24-months from the date of recordation of the agreement and deed of trust. All fees shall be due and payable under the provisions of the fee waiver agreement and shall be subject to the interest provisions of this Ordinance, unless the administrator receives either of the following by the last day of the 24-month period:

- a. A Release from SHRA
- b. Notification from SHRA that the qualified residential project continues under construction with an estimated completion date within an additional 12-month period.

If the letter notification from SHRA is provided to the administrator, a release from SHRA must subsequently be provided to the administrator no later than the last day of the additional 12-month period to avoid all fees becoming due and payable with the imposition of interest under the fee waiver agreement.

4.7.2.9 Mixed Affordable and Market-Rate Residential Projects, Substitutions

In the event that a single-family qualified residential project plans to sell or rent units both at market rate and for very low income households, the applicant shall submit a copy of the tentative or final subdivision or parcel map for said single-family qualified residential project identifying all units for which a waiver is sought under this Ordinance. The tentative or final subdivision or parcel map shall be submitted with the fee waiver application. Before final map recordation, subsequent one-for-one changes of the identification of market rate and very low income household units on the tentative subdivision or parcel map shall require prior written approval of the District Engineer and shall be permitted only if the same deed of trust encumbers both of the lots for which the change is requested and provided that the percentage of very low income household units as set forth in the fee waiver application for said single-family qualified residential project and the accompanying certification letter is not increased or decreased. Final map recordation of the tentative subdivision map shall be required to be in substantial conformance with the entire tentative subdivision map per California Government Code Section 66442. Subsequent to final map recordation, one-for-one changes shall require prior written approval of the District Engineer and shall be permitted only if the same deed of trust encumbers both of the lots for which the change is requested and provided that the percentage of very low income household units as set forth in the fee waiver application for the entire single-family qualified residential project and the accompanying certification letter is not increased or decreased.

4.7.3 Combination Sewer Impact Fee Deferral and Waiver Program

4.7.3.1 Application

Only a qualified residential project which a certification letter indicates includes at least 10% of units with affordable rents or affordable housing costs for very low income households; or at least 49% of units with affordable rents or affordable housing costs for low income households, of which at least 10% of said units are with affordable rents or affordable housing costs for very low income households, may file an application with the District to request a combination of deferral and waiver of any of those fees enumerated in this Ordinance. The specific percentage of types of units to be offered in a qualified residential project must be specified in the certification letter and included in the fee deferral and waiver application before acceptance thereof. A residential project applicant may only apply for a fee waiver under this section in combination with a fee deferral if the District received a certification letter from SHRA. An application requesting both fee deferral and waiver shall be subject to all provisions set forth in this Ordinance. A single agreement shall be entered into by an applicant requesting both deferral and waiver of fees for one project.

4.7.3.2 Security-Deed of Trust

Security in the form of a deed of trust must be provided in the same manner as required by the sewer impact fee deferral program and the fee waiver program.

4.7.3.3 Annual Cap on Waivers

All fee waiver and deferral applications shall be subject to the cap provisions set forth in this Ordinance. Additional fee waiver and deferral applications will not be accepted if the cap, as set forth in this Ordinance, has been reached for the fiscal year in which a fee waiver and deferral application is submitted. The District will not maintain waiting lists.

4.7.3.4 Other Requirements

All of the following requirements must be satisfied before approval of a sewer impact fee waiver:

- a. Submittal to the District of a complete application, including a certification letter and a preliminary title report
- b. Deposit of all administrative fees
- c. Recordation of the deed of trust
- d. Execution and recordation of fee waiver and deferral agreement.

4.7.3.5 Release

For a single-family qualified residential project, a partial release (reconveyance) from the deed of trust securing the promissory note per individual unit shall be executed by the District upon receipt of written request from the title company handling the escrow of said unit and the administrator's receipt of the release from SHRA. For multi-family qualified residential projects, a release from the deed of trust shall be executed by the District upon receipt of written request from the title company handling the permanent loan financing and the administrator's receipt of the release from SHRA.

4.7.3.6 Failure to Provide Very Low Income Affordable Housing

Notification to the administrator by SHRA of failure of any single or multi-family residential project to provide the percentages of affordable rents or affordable housing costs for very low income households for which a fee waiver was sought under this Ordinance shall result in disqualification of the fees for waiver and the imposition of interest penalties calculated from the date of recordation of the fee waiver agreement to the date of payment of the fees in full for the number of units for which fee waiver was approved and which fail to meet the very low income housing requirements.

4.7.3.7 No Conversion of Waiver into Sewer Impact Fee Deferral

Upon execution of the fee deferral and waiver agreement, an applicant who fails to provide the percentage of affordable rents or affordable housing costs for very low income households in either a single or multi-family project for which a fee waiver is sought in combination with a fee deferral request shall not be permitted to subsequently request a fee deferral for any portion of the units that no longer qualify for a waiver of fees. Notwithstanding the foregoing, upon approval of the administrator, deferrals may be converted to waivers if the requirements for waivers are met.

4.7.3.8 Sewer Impact Fee Waiver and Deferral Not Transferable

The approval of a fee waiver and deferral under this Ordinance for a qualified residential project shall not be transferrable to another project regardless of whether the applicant is the same for either projects or the other project is also a qualified residential project.

4.7.3.9 Waiver and Deferral Compliance Period

A fee waiver and a fee deferral shall be valid for the maximum terms as described in this Ordinance, after which time deferred fees shall be due and payable. All waived and deferred fees will be due and payable as specified in the fee waiver and deferral agreement and will be subject to the interest provisions of this Ordinance unless the administrator receives either of the following by the last day of the specified deferral or waiver periods:

- a. A release from SHRA, or
- b. Notification from SHRA that the qualified residential project continues under construction with an estimated completion date within an additional 12-month period.

If the latter notification from SHRA is provided to the administrator, a release from SHRA must subsequently be provided to the administrator not later than the last day of the additional 12-month period to avoid all fees becoming due and payable with the imposition of interest under the fee waiver agreement.

4.7.3.10 Mixed Affordable and Market-Rate Residential Projects, Substitutions

In the event that a single-family qualified residential project plans to sell or rent units both at market rate and for very low income households, the applicant shall submit a copy of the tentative or final subdivision or parcel map for said single-family qualified residential project identifying all units for which a waiver is sought under this Ordinance. The tentative or final subdivision or parcel map shall be submitted with the fee waiver application. Before final map recordation, subsequent one-for-one changes of the identification of market rate and very low income household units on the tentative subdivision or parcel map shall require prior written approval of the District Engineer and shall be permitted only if the same deed of trust encumbers both of the lots for which the change is requested and provided that the percentage of very low income household units as set forth in the fee waiver application for said single-family qualified residential project and the accompanying certification letter is not increased or decreased. Final map recordation of the tentative subdivision map shall be required to be in substantial conformance with the entire tentative subdivision map per California Government Code Section 66442. Subsequent to final map recordation, one-for-one changes shall require prior written approval of the District Engineer and shall be permitted only if the same deed of trust encumbers both of the lots for which the change is requested and provided that the percentage of very low income household units as set forth in the fee waiver application for the entire single-qualified residential project and the accompanying certification letter is not increased or decreased.

4.7.4 Agreement

Once the District Engineer has verified receiving a complete application, the applicant will enter into a deferral or waiver agreement or a single agreement for both with the District in a form satisfactory to the District Engineer and approved by the District Counsel. Such agreement will, at a minimum, be site specific and provide for the enforcement of the provisions of this

Ordinance and shall be recorded with the Sacramento County Recorder's Office. A single agreement shall be entered into for each project whether or not the applicant is the same for multiple projects. In addition, the applicant shall execute a separate subordination agreement for each encumbrance or deed of trust other than one which secures repayment of acquisition or construction financing and other than for a regulatory agreement with a governmental agency for purposes of providing housing for low income households and very low income households existing at the time of recordation of the waiver or deferral agreement.

Authority to execute agreements entered into under this Ordinance on behalf of the District is hereby delegated to the District Engineer, subject to approval of the District Counsel as to form.

4.7.5 Sewer Impact Fee Waiver Cap

The total number of fee waivers approved by the District shall be capped annually at either 200 dwelling units or 5% of the number of dwelling units for which residential building permits for new construction were issued in the unincorporated area of the County in the previous fiscal year, whichever is greater. Calculation of the annual number of dwelling units will be based on the District's fiscal year.

For purposes of calculating the cap, the date of the certification letter will determine in which fiscal year the dwelling units for a particular qualified residential project will be included. For the sole purpose of calculating the cap, SHRA may, with the approval of the District Engineer, substitute a certification letter for a new qualified residential project for another qualified residential project which already has a certification letter on file with the District, but only if this substitution occurs before the recordation of the fee waiver or fee deferral agreement for the qualified residential project already on file with the District. No substitutions may occur after recordation of the fee waiver or deferral agreement.

Failure to reach the cap in a particular fiscal year will not result in a rollover of the surplus dwelling units to the next fiscal year.

A qualified residential project applicant that does not execute the fee waiver or deferral and waiver agreement within the fiscal year for which it has qualified under the cap, may, with prior written notification to the District Engineer, rollover the certification letter until the end of the subsequent fiscal year. The rollover shall not be counted toward the subsequent fiscal year calculation of the cap. No additional extensions shall be permitted. Failure of a qualified residential project to execute the waiver or deferral and waiver agreement within the extension period provided for in this subsection shall result in the purging of the certification letter for said project from the District files. Ensuing requests for a fee waiver for the same project shall require the re-submittal of new documentation, including a new application and certification letter and payment of new application and administrative fees. Re-submittal shall be given no priority over new applications for a fee waiver and shall be subject to the provisions of the cap set forth in this section for new applications.

Failure of an applicant to satisfy the requirements set forth in this Ordinance for the fee waiver program after recordation of a waiver agreement or deferral and waiver agreement will not result in the replacement of those dwelling units into the pool of dwelling units available according to the cap in a particular fiscal year.

4.7.6 Interest and Penalties

Interest and penalties charges are described in the following sections.

4.7.6.1 Sewer Impact Fee Deferral

For qualified residential projects that have been approved for a deferral of fees under this Ordinance, no interest will accrue during the fee deferral period. However, if the applicant fails to provide the percentage of low or very low income units or rentals as stated in the fee deferral application, an interest penalty will be assessed equal to the annual rate of interest earned by the Treasurer of the County of Sacramento on the investment of pooled funds on that amount of disqualified deferred fees, computed from the date of recordation of the agreement. This interest penalty will be due and payable according to the provisions of the agreement.

4.7.6.2 Sewer Impact Fee Waiver

For qualified residential projects that have been approved for a waiver of fees or a combination deferral and waiver of fees under this Ordinance, no interest will accrue during the fee waiver period. However, if an applicant fails to provide the percentage of low or very low income units approved in the fee waiver or fee deferral and waiver application, an interest penalty will be assessed equal to the annual rate of interest earned by the treasurer of the County of Sacramento on the investment of pooled funds on that amount of disqualified waived or deferred and waived fees, computed from the date of recordation of the fee waiver agreement or fee deferral and waiver agreement and deed of trust. The interest penalty will be due and payable according to the provisions of the agreement. If SHRA notifies the administrator not later than the last day of the specified fee waiver period that the qualified residential project continues under construction with an estimated completion date within an additional 12 months, the fee waiver period will be extended to completion of construction or for an additional 12 months, whichever is earlier.

4.7.7 Sewer Impact Fee Increases or Decreases

Fees that qualify for a fee deferral will not be subject to fee increases or decreases that may occur from the date of recordation of the agreement to the end of the maximum deferral compliance period permitted under this Ordinance. However, subsequent applications for the same qualified residential project will be subject to the fee in effect at the time of submittal of the subsequent application.

4.7.8 Application and Administrative Processing Fees

A non-refundable application fee is hereby established to fund the costs of administering the program established by this Ordinance and shall be paid at the time of application. The administrator may use an application form combined with forms from other local governmental agencies that have enacted identical or substantially similar programs that are administered by the County of Sacramento and for which the County of Sacramento acts as fiscal agent. The fee will be charged as presented on the SASD Fee and Rate Schedule.

4.7.9 Recordation Costs

The applicant shall pay all costs of recordation of documents required by this Ordinance. At the District's option, the District may include recording costs in its administration charge and record the agreements.

4.7.10 Reporting Requirements

The administrator, or his or her designee, shall provide semi-annual reports to the District governing board identifying projects that have received a sewer impact fee deferral or waiver, or both or that have a pending application for such benefit, including the total value, or anticipated value, of the sewer impact fees.

4.8 Delinquencies and Enforcement

Each sewer impact fee, and any penalties or charges allowed by law thereto, levied under this Ordinance that remain uncollected, or without agreement to pay as specified herein for a period exceeding 90 days after the date of notification that the sewer impact fee is due and payable is hereby made a lien upon the parcel connected to the District sewer collection system. The District may take any proceeding authorized by law to enforce payment of such lien.

The District may file a lien upon the parcel connected to a sewer of the District that is a delinquency as described above in order to collect sewer impact fees. Any proceedings authorized by law to enforce payment of such lien may be taken by the District regardless of location of the connected parcel within the District service area. However, said proceedings will not be initiated until the user has been given notice that the sewer impact fee is owed and the District has made a diligent attempt to collect said sewer impact fee. The District may elect to transfer any delinquent sewer impact fees to the property tax roll following any procedures authorized by law.

4.9 Discontinuance of Service

The District may disconnect or block by other means, such as a sewer plug, a lower lateral from a parcel connected to a District sewer facility, which is in delinquency as described above to prevent the use of those facilities before the payment of a sewer impact fee, regardless of the parcel's location within the District service area. Such a proceeding will be initiated only after the user has been given notice that the sewer impact fee is owed and after the District has made a diligent attempt to collect the sewer impact fee. If the premises are disconnected, the owner will pay the actual costs for disconnecting and reconnecting to the District sewer collection system.

5. OTHER FEES/CHARGES

5.1 Connection to Existing Sewer System

All new users requiring a new or relocated lower lateral connection to an existing sanitary sewer facility owned, maintained, or operated by the District are required to pay a “tap” fee. A “tap” is the construction of the connection of the lower lateral to a District sewer facility. Users must pay tap construction fees before issuance of a sewer impact permit. Tap fees are to be paid at the District’s main office.

The new user is responsible for constructing the lower lateral and preparing the construction site for the District to construct the tap. Construction site preparation activities include excavating, shoring, establishing traffic control, and exposing the main line, manhole, lower lateral or cleanout as required by the District under the District Standards and Specifications, latest edition. Users must adhere to the District’s procedure regarding customer responsibility in addition to other local, state, or federal requirements.

A tap construction fee will be charged for each connection to an existing main line, manhole, lower lateral, or cleanout as specified in the SASD Fee and Rate Schedule.

5.2 Newly Constructed District Facilities Inspection

When a person modifies or constructs a District cleanout according to the District’s Standards and Specifications and the cleanout is not to be installed as part of an approved improvement plan, he or she must contact the District for inspection of the cleanout. A fee for this inspection, if charged, will be specified on the SASD Fee and Rate Schedule.

5.3 Information Technology

For all sewer cases entered into the County of Sacramento Database, a fee is added to recover the costs of the database development and maintenance. The information technology recovery fee is assessed per the SASD Fee and Rate Schedule.

5.4 Wastewater Discharge Permit

As part of a wastewater discharge permitting process, the District will charge for the costs to process capacity evaluations. Wastewater discharge permit fee will be charged as specified on the SASD Fee and Rate Schedule. An applicant may request an estimate of the costs before applying for a wastewater discharge permit.

5.5 Technical Services

Charges may apply when the District participates in special projects or other agreements for which District should collect for the cost of its time and materials. Technical service charges are assessed per the SASD Fee and Rate Schedule.

5.6 Water Meter Reading Fee

When a water meter exists and the sewer user fails to submit the water usage data as required, the District may read the meter and add a charge per the SASD Fee and Rate Schedule.

6. BILLING AND COLLECTION

All users of the District sewer collection system must pay a monthly sewer rate according to the SASD Fee and Rate Schedule to use the system. Proceedings specified in this Ordinance may be taken by the District to enforce payment of any rates and penalties due under this Ordinance.

6.1 Billing Period

Residential and commercial users will be billed on a regular basis as established by the District Engineer. Bills issued on a monthly billing cycle are due and payable upon presentation and become delinquent 21 days after the date of billing. Bills issued on any other billing cycle are due and payable upon presentation and become delinquent 45 days after the date of billing.

Users issued a wastewater discharge permit will be billed monthly (one month in arrears) based upon charges computed by the District Engineer for the previous month. Bills are due and payable upon presentation and become delinquent 30 days after the date of billing.

At the discretion of the District, Temporary Discharge Permit Users may be billed on a monthly basis, at the end of the project, or at expiration of the permit. Bills are due and payable upon presentation and become delinquent 30 days after the date of billing.

6.2 Billing Basis

Billing will be based on the wastewater characteristics or enterprise/use categories, or both, as determined by the District Engineer. In circumstances of mixed use on a single parcel, rates will be billed for each use as appropriate for each user category.

6.3 Initial Bill

Billing will begin on the date the premises are suitable for occupancy, normally 90 days after the premises are connected to the public sewer collection system. However, the District Engineer has the authority to vary the date that the premises are considered suitable for occupancy based on a reasonable interpretation of information obtained from public records or field inspections. The District Engineer may also initiate billing based upon a request for other utility services to the premises or notification from owners or occupants that the structure is completed. In all cases, initial bills will be to the parcel owner of record as of the date the parcel is considered suitable for occupancy.

6.4 Adjustments

Charges may be adjusted at each billing, when appropriate. Any overbilling will be credited against the charges for the next billing period. Any under billing will be added to the charges for the next billing period.

Adjustments for under billings will be made for the term of deficiency, not to exceed a maximum of three years from the date the District Engineer determines that a billing discrepancy exists. Refunds or credits for overbilling are limited to the current property owner for the duration of property ownership.

The District Engineer may adjust charges or grant refunds for the following reasons:

- a. Change of use or user

- b. No sewer service was being provided
- c. There is a billing error, or
- d. A structure is deemed not suitable for occupancy as determined by the local jurisdiction.

Users requesting a billing adjustment may be required to state the justification in writing to the District Engineer.

6.5 Vacancy Credits

Apartments and mobile home parks may be eligible to receive vacancy credits under certain circumstances specified below.

If the District Engineer determines that a period of vacancy credit or a period of minimum charge has been authorized based upon statements from the owner that are subsequently found to be misleading, or if the owner fails to notify the District when such condition has terminated, then the District may directly back charge the owner at its fully authorized rate for the entire period during which the vacancy credit was authorized.

6.5.1 Apartments

Apartments will be eligible to receive vacancy credits only during construction and the first two years of occupancy or until the apartments reach full occupancy, whichever occurs first. The first year of occupancy begins when construction of the last dwelling unit has been completed and the unit is suitable for occupancy. Vacancy credits for apartments will be issued as follows:

- a. During the construction phase or the first year of occupancy, or both, apartments suitable for occupancy will receive a 50% vacancy credit. However, if occupancy becomes greater than 50% during this period, then the vacancy credit will be reduced by an equal percentage.
- b. During the second year of occupancy, apartments will receive a 25% vacancy credit. However, if occupancy becomes greater than 75% during this period, then the vacancy credit will be reduced by an equal percentage.

If vacancy varies extensively from that indicated above, the District Engineer in accordance with this Ordinance may make an adjustment reflecting a billing credit or deficiency. In addition, under no circumstances will vacancy credits be greater than the amount granted during the previous billing period.

6.5.2 Mobile Home Parks and Long-Term Use Recreational Vehicle Parks

Mobile home parks and long-term use recreational vehicle parks may be eligible to receive vacancy credits each fiscal year until occupancy reaches 85% or more. The eligible amount of vacancy credits will be based on the percentage of occupied mobile home or long-term use recreational vehicle spaces/lots at the start of each fiscal year, as shown in the table below. For a mobile home or long-term use recreational vehicle space/lot to be considered occupied, the space must contain either a recreational vehicle or a mobile home structure, and that mobile home structure has to be suitable for occupancy. In addition, under no circumstances will vacancy credits be greater than the amount granted during the previous billing period.

Mobile Home Parks and Long-Term Use Recreational Vehicle Parks	
Occupancy at Start of Fiscal Year	Credit
0-9 %	90 %
10-24 %	75 %
25-39 %	60 %
40-54 %	45 %
55-69 %	30 %
70-84 %	15 %
85-100 %	0 %

Once a mobile home park or long-term use recreational vehicle park occupancy reaches 85%, if a space/lot becomes unsuitable for occupancy or the structure is actually removed the mobile home or long-term use recreational vehicle park may be eligible to receive a vacancy credit for that space/lot.

6.6 Unit of Billing

Each parcel will be issued one bill for wastewater disposal services provided by the District. A parcel will not be divided into smaller units for purposes of such billing unless a separately metered use is present or the District Engineer approves the division.

6.7 Billing to Owner

All sewer rates will be billed to the parcel owner as of the date the premises are deemed suitable for occupancy, to the successor in interest to such person, or to such person's single designee. All requests to bill a party other than the parcel owner must be made in writing to the District Engineer by the parcel owner. The District Engineer will notify the parcel owner when the billing is changed to comply with such a request. However, no such billing change or request will remove the responsibility from the parcel owner.

6.8 Sewer Lifeline Rate Assistance Program

The District Engineer is authorized to administer and periodically amend the Sewer Lifeline Rate Assistance Program, including application procedures and rebate amounts. Upon approval of application, a qualifying customer may receive a one-time rebate or periodic adjustment of charges paid.

6.9 Schedule of Rates

The monthly sewer rates charged to users of the District sewer collection system are presented in the SASD Fee and Rate Schedule. Descriptions of the categories of users and how the rates are applied are presented in this section.

6.9.1 Residential Users

The monthly sewer rates for single-family residential users and multiple-family residential users are presented in the current SASD Fee and Rate Schedule.

The District Engineer may define multiple-family residential users as single-family residential users when the dwelling units contain single-family dwelling characteristics.

6.9.2 Ancillary Units, Accessory Dwelling Units, and Junior Accessory Dwelling Units

Additional Residential User rates for ancillary units, accessory dwelling units, and junior accessory units shall be charged as follows:

Single-family residential property owners who have a single ancillary unit as defined in this Ordinance will not be billed rates for up to one ancillary unit. Additional ancillary units on the same parcel that are not otherwise excluded by the provisions of California Government Code Sections 65852.2 or 65852.22 will be subject to additional rates and fees.

Multiple-family residential property owners who have a single ancillary unit as defined in this Ordinance will not be billed rates for up to one ancillary unit or for up to two ancillary units if both units are created or constructed as accessory dwelling units or junior accessory dwelling units in accordance with the provisions of California Government Code Sections 65852.2 or 65852.22, including the limitation on the number of such units that may be located on a multiple-family dwelling parcel. Additional ancillary units on the same parcel that are not otherwise excluded by this Section will be subject to additional rates.

6.9.3 Commercial Users

The monthly sewer rate for commercial users will be the total of charges prescribed for a single-family residential user multiplied by the corresponding factor shown in the table in this section. The District Engineer will determine which Enterprise/Use Category will be applied to a commercial user not adequately identified in the following table.

At a minimum, commercial users (vacant or not) will be billed a monthly sewer rate equal to one ESD per parcel.

Commercial Users	
Enterprise/Use Categories	ESD Equivalent Factors
Auto Dealerships	0.2 ESD/1000 Sq Ft of gross floor area
Bakeries	0.5 ESD/1000 Sq Ft of gross floor area
Banks and Financial Institutions	0.3 ESD/1000 Sq Ft of gross floor area
Barber and Beauty Shops	0.1 ESD/barber or beautician chair
Bars	0.7 ESD/1000 Sq Ft of gross floor area
Bowling Alleys	0.4 ESD/bowling lane
Car Washes – Full-Serve	1.0 ESD/9300 gallons of water used each month

Enterprise/Use Categories	ESD Equivalent Factors
Car Washes – Self-Serve	0.7 ESD/washing stall
Car Washes – Self-Serve, Automatic	1.4 ESD/washing stall
Dry Cleaners	1.7 ESD/1000 Sq Ft of gross floor area
Fire Stations	1.0 ESD/station
Garages	0.1 ESD/1000 Sq Ft of gross floor area
Gyms, Health Clubs, Tanning Salons	0.3 ESD/1000 Sq Ft of gross floor area
Halls, Lodges, Auditoriums	0.3 ESD/1000 Sq Ft of gross floor area
Hospitals	1.0 ESD/9300 gallons of water used each month (1.1 ESD/bed*)
Hotels and Motels	0.4 ESD/sleeping room
Laundries – Self-Serve	0.5 ESD/washing machine
Laundries – Commercial	1.0 ESD/9300 gallons of water used each month
Markets – High Impact	0.6 ESD/1000 Sq Ft of gross floor area
Markets – Low Impact	0.1 ESD/1000 Sq Ft of gross floor area
Medical, Dental, Massage Therapy Offices	0.4 ESD/1000 Sq Ft of gross floor area
Mini-Storage Facilities – One Single-Family Residence w/ Public Restrooms	1.0 ESD, plus 0.04 ESD/fixture unit in public restrooms
Mortuaries	0.8 ESD/slumber room
Office Buildings – Less than 200,000 Sq FT (Public/Private)	0.2 ESD/1000 Sq Ft of gross floor area
Office Buildings – 200,000 Sq FT and above (Public/Private)	1.0 ESD/9300 gallons of water used each month (0.3 ESD/1000 Sq Ft gross floor area*)
Parks - Public, Private & Community	0.04 ESD/fixture unit
Places of Worship	0.2 ESD/1000 Sq Ft of gross floor area
Recreational Vehicle Park	0.4 ESD per space or lot with sewer connection
RV Sanitary Sewer Dump Station	0.4 ESD per sanitary dump station
Rest Homes, Convalescent Homes, Boarding Houses, Fraternities, Sororities, Convents, Dormitories, etc.	0.4 ESD/bed
Restaurants – Dine-In	2.0 ESD/1000 Sq Ft of gross floor area
Restaurants – Outside Service Area	1.0 ESD/1000 Sq Ft of gross floor area
Restaurants – Dine-In & Take-Out w/ Seating	1.9 ESD/1000 Sq Ft of gross floor area
Restaurants – Take-Out	1.7 ESD/1000 Sq Ft of gross floor area
Retail Stores – Less than 100,000 Sq FT	0.1 ESD/1000 Sq Ft of gross floor area

Enterprise/Use Categories	ESD Equivalent Factors
Retail Stores – 100,000 Sq FT and above	1.0 ESD/9300 gallons of water used each month (0.2 ESD/1000 Sq Ft of gross floor area*)
Schools – Elementary Schools, Day Cares, Preschools, Nursery Schools	1.0 ESD/100 Average Daily Attendance
Schools – Middle Schools, Junior High Schools, and High Schools	2.5 ESD/100 Average Daily Attendance
Schools – Colleges and Universities	1.0 ESD/9300 gallons of water used each month (2.2 ESD/100 Full-Time Equivalent Students*)
Service Stations	0.1 ESD/gas pump
Theaters	0.3 ESD/100 seats
Used Car Lots	0.2 ESD/10 fixture units
Warehouses – Less than 50,000 Sq FT	0.1 ESD/1000 Sq Ft gross floor area
Warehouses – 50,000 Sq FT and above	1.0 ESD/9300 gallons of water used each month (5.0 ESD/parcel*)
Non-Defined Commercial	1.0 ESD/9300 gallons of water used or discharged each month

Factors marked with an asterisk (*) in the above table will be used only when the user is unable to supply the water usage data upon which the monthly charge should be based. Rates related to water use will be based on accurately metered water usage data supplied by the user and approved by the District Engineer. Adjustments may be made for consumptive water use when deemed appropriate by the District Engineer. Where a water meter exists and the user fails to submit the water usage data as required, the District may read the meter and add a cost recovery amount based on time and materials according to the SASD Fee and Rate Schedule. The user is responsible for metering equipment. As an alternative to water meters, the District Engineer may allow the user to meter wastewater discharge to determine usage.

- a. Enterprise/Use categories with multiple functions will pay according to the factors shown in the table above for each applicable category, with the following exceptions:
- b. Bowling alleys will not be charged separately for eating areas and bar areas that serve only bowlers. Eating areas and bar areas within bowling alleys will be considered to serve only bowlers if those areas are located within the bowling alley and do not contain separate public entrances from the facility's exterior.
- c. Fire stations, medical offices, dental offices, massage therapy offices, office buildings, schools, and public agencies will not be charged separately for eating facilities that are only for employee and student use. However, any restaurants at these facilities that are open to the public will be separated and charged accordingly.
- d. Warehouses will not be charged separately for minor office space on the premises.

6.9.4 Industrial Users, Groundwater Remediation Dischargers, and Temporary Discharge Permit Users

The sewer rate for industrial users, groundwater remediation dischargers, and temporary discharge permit users is presented in the SASD Fee and Rate Schedule.

At a minimum, industrial users will be billed a monthly sewer rate equal to one ESD per parcel.

6.10 Enforcement

The District Engineer is hereby charged with enforcement of the provisions of this Chapter and with any billing authority coordination necessary to achieve its purpose. Charges that remain due and uncollected by the due date will be delinquent and subject to enforcement procedures. Any proceedings authorized by law to enforce payment of such charges may be taken by the District.

If the District Engineer determines that a customer has failed to notify the District or its billing agency that a building is receiving sewer service, or that a period of vacancy credit has been authorized based upon statements from the owner found subsequently to be misleading, or if the owner fails to notify the District or its billing agency when such condition has terminated, then the District may directly back-charge the property at its fully authorized rate for the entire period during which the vacancy credit was authorized.

Prior to enacting other collection proceedings as authorized by this Chapter or other provisions of law, the District Engineer may, at his/her discretion, offer extended repayment plans to facilitate payment of an existing User's unpaid charges related to under billing. In circumstances of under billing, the District Engineer may offer an existing User an extended repayment plan with a maximum term of up to twice the term of deficiency.

6.10.1 Delinquency Penalties

Any delinquent sewer rate will incur a 10% penalty charge of the delinquent amount. The delinquent amount, including the 10% penalty charge, will incur an additional penalty charge of 1½% every month until the delinquent amount is paid or placed on the annual tax bill. If collected with taxes, the total delinquent amount plus penalties will incur an additional 10% lien penalty.

6.10.2 Disconnection for Failure to Pay

Failure to pay the sewer rate after it becomes delinquent will make the premises subject to disconnection from the District sewer collection system. However, disconnection will not be made before 10 days after mailing a written notice by registered mail to the owner. If the premises are disconnected, the owner will pay the actual costs for disconnecting and reconnecting to the District sewer collection system.

6.10.3 Lien

The District may enforce the payment of sewer rates and penalties levied (as outlined in this Ordinance) by placing a lien on the parcel served.

7. DESIGN AND CONSTRUCTION

The District Engineer has authority to establish and implement standards and specifications necessary to protect the safety and general welfare of the public using the sewer facilities.

The standards and specifications provide minimum standards and specifications to be used during planning, design and construction of sewer and sewer collection systems that are to be or are dedicated to the District for operation and maintenance, or require the approval of the District, or are to be installed within existing or new public rights-of-way or easements. These systems include of lift and pump stations, gravity sewers, force mains, pressurized systems and related appurtenances.

The standards and specifications are periodically updated to reflect changes in materials and technology affecting the District's facilities. Users of the standards and specifications are urged to verify with the District that the version they are using is the latest version and that it includes all addenda.

The District may require improvements containing supplemental size, capacity, number, or length installed by the subdivider or project proponent for the benefit of property not within the subdivision or project area, and that those improvements be dedicated to the District.

The District Engineer is charged with enforcing the standards and specifications and with coordinating as necessary with all officials and departments of the other contributing agencies, the jurisdictions provided District sewer service, Regional San and the District to enforce them.

The District Engineer is the final authority on all questions that concern interpretation of the District Standards and Specifications. The District Engineer's decision is final and he or she has authority to enforce and make effective such decisions.

7.1 District Facilities

The design and construction of all District facilities must conform to the current District Standards and Specifications for design and construction as approved by the District Board.

7.2 Upper Lateral and Building Sewer

The local jurisdictions are responsible for inspecting the upper lateral and building sewer. The construction of the upper lateral and building sewer shall conform to applicable building and plumbing codes.

7.3 Document Precedence

The components of the contract documents are intended to explain each other. Any work shown on the plans but not in the specifications, or vice versa, is to be executed as if indicated in both. If the contract documents conflict, the following order of precedence governs interpretation of the contract documents:

- a. field instruction or other written directions
- b. project specific specifications
- c. project specific plans
- d. District's standards and specifications

- e. County of Sacramento Standard Construction Specifications
- f. State Standard Specifications
- g. State Standard Plans

7.4 Correspondence

The design engineer for any sewer facility, especially pump/lift stations, must coordinate their design with the District to ensure that the project is consistent with the Sewer System Capacity Plan for the affected conveyance system.

Unless otherwise directed, all correspondence and requests for information on development projects must be made through the section responsible for development services, which will route submittals and requests for information as appropriate. The design of a pump or lift station will require specifications in other disciplines such as civil, structural, mechanical and architectural.

The submittal requirements are outlined in the standards and specification and on the District website.

7.5 Jurisdiction

All facilities must satisfy the regulations of all agencies having jurisdiction. Other regulations governing facilities and construction shall be adhered to, including regulations published by the Occupational Safety and Health Administration, the National Fire Protection Association, National Electric Code, and others as applicable. The District on a case-by-case basis will resolve conflicts.

7.6 Frontage Construction Responsibility

Each owner is responsible for installing collector sized sewer pipeline and appurtenances across the parcel frontage as a condition of improvements unless otherwise exempted by the District Engineer.

On properties of normal size and shape, the frontage shall be the length of the property line measured along the public right-of-way. On properties of irregular size and shape, the frontage dimension will be adjusted to correspond to a similar parcel of normal size and shape.

7.7 Easements

The District is to have permanent easements for all sewer facilities located outside the public right-of-way. Any existing substandard easements, within the limits of a proposed project, shall be upgraded to current standards before approval of improvement plans, change of use or other entitlement request.

7.8 Lower Laterals Serving Multiple Buildings/Parcels

Except as otherwise provided in this Ordinance, all buildings shall have a separate connection to the District sewer collection system with a separate lower lateral serving only that building. The exceptions to this are:

- a. Multiple buildings under common ownership. One or more buildings located on one parcel of real property, owned by the same person, may be serviced by the same lower lateral if

the jurisdiction is unlikely to approve separate ownership or division of the parcel in the future. If for any reason the ownership of the parcel is subsequently divided, each building under separate ownership shall be provided a separate lower lateral before final map recordation. The cost to install the separate lower lateral is the responsibility of the owner whose parcel is being served by the new lower lateral.

- b. Residential occupancies with common walls. The following structures may be served by a common lower lateral: single-family dwelling units with common walls, condominiums, stock cooperatives, community apartments or other improvements entitling owners of interest to occupy independent ownership interests and make joint use of utility and other services provided by facilities owned in common.

7.9 District Cleanout

The user is responsible for the construction of a District sewer cleanout and the costs associated with its installation under the following circumstances:

- a. The construction of sewer laterals (either upper or lower) by the user or parcel owner
- b. The replacement of more than 10 feet of the existing upper lateral by the user or parcel owner
- c. Connection is made to the upper lateral and a District sewer cleanout was not constructed with the subdivision or frontage improvements

The District sewer cleanout must conform to the current District standards and specifications.

7.10 Backwater Valve

A backwater valve must be installed in the upper lateral when a structure has or will have a finished floor elevation or any wastewater drainage fixture in any space that is lower than the nearest upstream manhole or flusher branch cover in the receiving main line. The property owner must install and maintain the backwater valve at his or her expense. The District may not be responsible for property damage and or costs associated with a sewer backup into the structure if a backwater valve is not installed or not properly maintained.

7.11 Inspection

The District's inspector will inspect the installation of all new sanitary sewer facilities to be owned and operated by the District.

Inspection should in no way be considered a guarantee of the contractor's work. Construction inspection does not relieve the contractor of his obligation to construct facilities according to the District standards and specifications and with the approved project specific plans or specifications.

The project proponent is responsible for all costs related to the District's construction inspection.

7.12 Materials

Materials used will be subject to the inspection and acceptance of the District at all times. Failure or neglect on the part of the District or its agents to condemn or reject work materials not in accordance with the District design and construction standards and specifications shall not be construed to imply acceptance should the work materials' inferiority become evident at any time.

7.13 Permits

All appropriate permits must be on the job-site and be made available for inspection by the District inspector before starting and during construction.

7.14 Warranties

Warranties for all construction, materials, equipment and workmanship completed by District staff or a contractor hired by the District on any portion of the sewer facilities that are the property owners maintenance/repair responsibility as discussed in Section 2.10 of this Ordinance will cover a period of one year from the date the work was completed.

7.15 Trunk Sized Sewer

When project proponents must pay for design and construction of trunk sewer facilities, the District may provide a reimbursement agreement.

8. AGREEMENTS

This section describes agreements related to sewer facilities.

8.1 Trunk Reimbursement Agreements

The District may require construction or modification of a trunk (including an interim trunk) as a condition of the project approval. In these cases, the project proponent is responsible for all trunk costs and may request reimbursement for certain costs from the District. The District may enter into a trunk reimbursement agreement. Eligibility for reimbursement of an interim trunk will be determined on a case-by-case basis.

A trunk is a work of public improvement (public works) and is subject to certain requirements included in the California Public Contract Code and California Labor Code.

Trunk reimbursement agreements must be approved by the Board of Directors.

8.1.1 Trunk Reimbursement Agreement Requirements

The trunk reimbursement agreement must meet the following requirements:

- a. A Reimbursement Agreement Application must be submitted to the District before approval of the project improvement plans.
- b. The agreement will be based on District approved project improvement plans and specifications.
- c. The project proponent must follow the instructions, requirements, and conditions included in the Reimbursement Agreement Instructions.
- d. The reimbursement amount in the agreement will be based on an estimate of trunk construction costs provided by the project proponent. The reimbursement amount will include costs for engineering and construction staking services not to exceed 6.5% of the estimate of construction costs. Contingency costs may also be added but shall not exceed 10% of the estimate of construction costs.
- e. The agreement must be approved by the District Board prior to awarding the construction contract.
- f. For existing agreements that include an expiration date, the District Engineer or designee may extend the term of the agreement through a written amendment upon request and prior to the expiration date.
- g. In the event construction of the trunk facility is not initiated within three years of agreement execution, the agreement and associated credits will be terminated.

8.1.2 Basis for Reimbursement of Construction Costs

Either the public bid process or the unit prices as shown in the Cost Schedule for Sewer Construction (refer to Section 13) must be used to determine the reimbursable construction costs and will be specified in the reimbursement agreement.

8.1.3 Reimbursement of Construction Change Orders

Reimbursement of any construction change orders related to trunk construction must be approved by the District Engineer or designee. For change orders to be considered for reimbursement, the project proponent must:

- a. Notify the District of any proposed change order before performing the change order work.
- b. Evaluate the change order request and present its validity, estimated cost, and supporting information to the District.
- c. Fully document any work performed under a change order to verify all associated costs.

Failure to comply with any of these procedures will result in the requested change order becoming ineligible for reimbursement.

Change orders that result in increased contract costs to obtain compliance with the approved contract documents will not be included as reimbursable costs.

8.1.4 Reimbursement Conditions

Upon project acceptance, the project proponent must submit a written request for reimbursement to the District for final reconciliation of reimbursable costs.

The final reimbursement amount will be determined by multiplying the unit prices contained in the awarded construction contract by the appropriate as-built quantities. The reimbursement amount will also include any approved construction change order, engineering, and construction staking costs.

Reimbursement of contingency costs is subject to approval by the District Engineer or designee and must be properly documented by the project proponent. The District will not reimburse any costs for land or easement acquisition, accelerated or delayed construction, or other additional costs incurred by the project proponent solely for the project proponent's convenience or benefit.

8.1.5 Reimbursement Payment Methods

Reimbursements will be made as identified in the agreement in the form of trunk reimbursement credits (credits), cash, or some combination of credits and cash.

- a. After the Board approves the agreement, the project will be eligible for credits to be applied toward the sewer impact fees due in the area served by the trunk. Credits will not exceed 80% of the estimated reimbursable costs as specified in the agreement, until final reconciliation of actual reimbursable project costs by the District. After final cost reconciliation, any remaining credits will be made available or the value of any overextended credits must be paid to the District.
- b. Reimbursement terms will be negotiated for projects located in the Relief Area. Available credits can be used to pay the sewer impact fee shown on the SASD Fee and Rate Schedule.
- c. For projects located in the Expansion Area, credits can only be used to pay the Developer Project Costs component of the sewer impact fee, which can be found on the SASD Fee and Rate Schedule. The remainder of the Expansion Area sewer impact fee must be paid when the credits are used.

- d. For projects located in the Expansion Area, any cash reimbursements will be made at the end of each quarter from the Developer Project Costs component of sewer impact fees collected from the Expansion Area during the preceding quarter.
- e. The earliest agreements, as determined by the calendar year of construction acceptance of facilities, will have first priority for reimbursement based on available funds on a pro rata basis of all outstanding same-year priority agreements.
- f. Project proponents must notify the District of any changes in contact and payment remittance information. If the District is unable to submit a payment to the project proponent because of inaccurate contact information, the District shall return the payment amount back into the available funds account.

8.1.6 Trunk Reimbursement Credit Transfer

Trunk reimbursement agreement credits are transferable only to pay sewer impact fees for parcels located within the area served by the trunk specified in the agreement. The reimbursement credit transfer will occur at the time sewer impact fees are paid and must be approved in writing by both the reimbursement credit holder and the District Engineer or designee. The reimbursement credit transfer must be approved before sewer impact fees are paid on the parcel. Any fees paid before the District's approval of a reimbursement credit transfer will not be refunded. Sewer impact fees will be calculated based on the Fee and Rate Schedule in effect at the time sewer impact fees are due.

8.1.7 Trunk Reimbursement Agreement Assignments

All duly executed trunk reimbursement agreements can be assigned by the party named in the agreement to another party. The agreement assignment must be approved in writing by both parties and by the District Engineer or designee.

8.2 Collector Reimbursement Agreements

The District may require construction of collector facilities as a condition of project approval. Project proponents are responsible for all collector costs. In the event the collector benefits other properties, the project proponent may enter into a collector reimbursement agreement with the District.

The District Engineer or designee has the authority to execute and amend collector reimbursement agreements.

8.2.1 Collector Reimbursement Agreement Requirements

The collector reimbursement agreement must meet the following requirements:

- a. A Reimbursement Agreement Application must be submitted to the District before acceptance of the collector.
- b. The agreement will be based on District approved plans and specifications.
- c. The project proponent must follow the instructions, requirements, and conditions included in the Reimbursement Agreement Instructions.
- d. The agreement applies to all properties that benefit from the collector as determined by the District.

- e. For existing agreements that include an expiration date, the District Engineer or designee may extend the term of the agreement through a written amendment upon request and prior to the expiration date.

8.2.2 Basis for Reimbursable Costs

Either the lowest of at least three bids obtained by the project proponent or the unit prices as shown in the Cost Schedule for Sewer Construction (refer to Section 13) will be used to determine the amount of reimbursable costs. Reimbursable costs may also include actual engineering and construction inspection costs. Costs for land or easement acquisitions, accelerated or delayed construction, or other additional costs incurred by the project proponent solely for the project proponent's convenience or benefit are not reimbursable.

8.2.3 Reimbursement Process

The agreement will require the District to collect a proportional cost of the collector construction from property owners who benefit from the collector but did not construct or pay for it. The proportional cost will be collected at the time of sewer impact fee payment. The District will then reimburse the proportional cost to the party named in the agreement or assignment. The District will deduct the cost for administering the agreement, as established in the SASD Fee and Rate Schedule, from the initial reimbursement payment.

Project proponents must notify the District of any changes in contact and payment remittance information. If the District is unable to submit a payment to the project proponent because of inaccurate contact information, the District shall return the payment amount back into the available funds account.

8.3 Sewer Impact Fee Agreements

For Extended Payment Plans, Finance Agreements, sewer impact fee deferrals, sewer impact fee waivers, and Phased Development Agreements, refer to Section 4.

8.4 Private Sewer Maintenance Agreements

A private sewer maintenance agreement is required for all private main line sewers that discharge into the District sewer collection system. This agreement states that the owner is responsible for providing maintenance of the sewer pipelines and appurtenances under this Ordinance. In addition, the owner is responsible for cleaning and inspecting the pipelines as necessary to prevent illegal discharge. The owner is further responsible for all costs, including the maintenance and repair of the sewer pipelines and appurtenances. This agreement shall be recorded in the Office of the Recorder of Sacramento County, California, at the cost of the District and constitutes notice to all successors of title to the parcel of the specific obligations. The District Engineer or designee have the authority to execute and amend private sewer maintenance agreements.

8.5 Deferred Sewer Infrastructure Agreements

A parcel owner may be required to construct sewer facilities in accordance with this Ordinance and the SASD Standards and Specifications in effect at the time of approval as a condition of project approval. The District Engineer may defer the requirement for sewer construction if it is determined that immediate construction is not required. The deferral shall not be effective until

the owner of the parcel enters into a deferred sewer infrastructure agreement with the District. The District Engineer or designee has the authority to execute and amend deferred sewer infrastructure agreements. The agreement must provide provisions for all of the following:

- a. The parcel owner constructs the infrastructure at their own cost or pay their share of the total cost of construction to the party who constructs the infrastructure.
- b. The construction or payment must occur at such time as the District Engineer determines that the construction of the sewer infrastructure is required.
- c. If the District is required to construct the sewer infrastructure, all costs will be borne by the parcel owner, will be due upon receipt of notice from the District, and a lien will be placed on the property until paid.

9. ENFORCEMENT

The District has the same authorities and responsibilities described in the Sacramento Regional County Sanitation District Consolidated Ordinance necessary to protect the public sewer collection system and health and safety. In addition, the District has the following authorities:

- a. Authority to monitor discharge and take enforcement action for inadequate control of fats, oil, and grease and ineffective facility maintenance practices
- b. Authority to limit wastewater discharge temperatures when necessary to protect health and safety or sewer collection system integrity
- c. Authority to issue and enforce permits to discharge into the District sewer collection system
- d. Authority to assess costs for abatement against the owner and place lien against the subject parcel for nonpayment
- e. This Ordinance grants authority to personnel of Regional San to administer and enforce the Regional San pretreatment program within the District sewer collection system.

9.1 Right to Enter

The District will maintain procedures, including notification policies, for entering private real property at any time for access to the District sewer collection system to preserve the public health and safety. Failure to allow the District access to private real property in such cases may be unlawful and result in civil or criminal fines and penalties, or both.

9.2 Upper Laterals

The following items may be declared a public nuisance and therefore subject to abatement: all upper laterals containing leaks or breaks; uncapped or improperly capped private clean-outs; down spouts or yard drains that discharge into the District's sewer collection system; and all other sources of accidental, negligent, or intended introduction of stormwater runoff or similar waters into the District sewer collection system. If after being notified of the nuisance condition, the owner fails to correct the condition the District may abate the public nuisance.

9.3 Enforcement Mechanisms

It is the intent of this Enforcement Section to provide adequate mechanisms to achieve a maximum degree of compliance with this Ordinance by all users. These enforcement provisions apply to all classes of users to the extent such users violate any provision of this Ordinance or administrative order of the District under this Ordinance. To achieve compliance, the District will use a variety of enforcement mechanisms.

The enforcement mechanisms set forth range from informal administrative action to formal criminal prosecution. The District may use, at its discretion, any mechanism or the concurrent use of several mechanisms in order to enforce the provisions of this Ordinance. The enforcement mechanisms provided herein may be cumulative in respect to such other enforcement mechanisms or civil and criminal penalties as may be otherwise available under the laws of the State of California and the United States of America.

Nothing in this Ordinance is intended to prevent state and/or federal regulatory agencies from undertaking enforcement actions as may otherwise be available due to a violation of this Ordinance which also constitutes a violation of federal or state statutes and regulations such as: 1) the Clean Water Act (33 U.S.C. § 1251, et seq.); 2) the California Porter-Cologne Water Quality Act (California Water Code § 13000, et seq.); 3) the California Hazardous Waste Control Act (California Health and Safety Code §§25100–25250); 4) the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.) ; 5) California Government Code §§54739–54740.6; and 6) the California Health and Safety Code, Division 20, Chapter 6.95. The referenced State and federal laws, along with other pertinent laws, provide authority for the District's enforcement mechanisms.

9.4 Notice of Violation

Whenever the District Engineer finds that any user has violated or is violating this Ordinance, a wastewater discharge permit or order issued, standard, or any other pretreatment requirement, the District Engineer may serve on the user a written notice of violation by personal service or by registered or certified mail. Within 30 days of receipt of this notice any shorter period prescribed in the notice of violation, the user must submit an explanation of the violation and a plan for its satisfactory correction and prevention, including specific required actions to the District Engineer. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the authority of the District to take any action, including emergency actions or any other enforcement action.

9.5 Administrative Orders

Administrative orders issued under this Ordinance are judicially enforceable.

9.5.1 Consent Orders

The District Engineer is hereby empowered to enter into consent orders for noncompliance. Such orders establish agreement with any user responsible for noncompliance and will include specific action to be taken by the user to correct the noncompliance within a time also specified by the order.

9.5.2 Compliance Orders and Compliance Schedules

Once the District Engineer determines that a user has violated or continues to violate this Ordinance, a permit or an order issued, or any other requirement, the District Engineer may issue an order to the user responsible for the discharge directing the user to comply within a time specified by the District Engineer. In addition, the compliance schedule may require the user to construct, acquire and install equipment. The compliance schedule may contain terms and conditions by as well as specific dates for achieving compliance.

Compliance orders and compliance schedules may also contain other requirements to address the noncompliance, including additional self-monitoring, submittal of drawings or reports, audit of waste minimization practices, or other provisions to ensure compliance with this Ordinance. Compliance orders and compliance schedules may not extend the deadline for compliance established for a federal pretreatment standard or requirement, nor do they release the user of

liability for any violation, including any continuing violation. Issuing a compliance order or schedule is not a prerequisite to taking any other action against the user.

9.5.3 Cease and Desist Orders

When the District Engineer finds that a user has violated or continues to violate this Ordinance, permit, any order issued, or any requirement, or that the user's past violations are likely to recur, the District Engineer may issue an order to the user directing it to cease and desist all such violations and may direct the user to comply with either or both of the following:

- a. Immediately comply with all requirements
- b. Take any appropriate remedial or preventive action needed to properly address a continuing or threatened violation, including halting operations or terminating the discharge or both.

Issuing a cease and desist order is not a prerequisite to taking any other action against the user.

9.5.4 Show Cause Order and Hearing

The District Engineer may order any user, causing or contributing to any above violation to appear before the District Engineer and show cause why a proposed enforcement action should not be taken, up to and including termination of discharge. Notice shall be served on the user specifying the time and place for the hearing, the proposed enforcement action, and the reasons for such action, and will include an order that the user show cause why this proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least 15 days before the hearing. Such notice may be served on any authorized representative of the user. Whether or not the user appears as ordered, immediate enforcement action may be pursued following the hearing date. A show cause hearing is not a prerequisite for taking any other action against the user.

9.6 Administrative Civil Liability

The District may issue an administrative complaint to any person who violates any provision of this Ordinance. The administrative complaint shall allege the act or failure to act constituting violation of the District's requirements, cite the provisions of law authorizing civil liability, and the administrative civil penalty being proposed.

The administrative complaint will be served by personal delivery or certified mail on the person (respondent) subject to the District's discharge requirements, and informing him or her that a hearing will be conducted within 60 days after receiving notice. The hearing shall be held before a hearing officer designated by the District Board. The person who has been issued an administrative complaint may waive the right to a hearing, in which case the District shall not conduct a hearing. A respondent dissatisfied with the decision of the hearing officer may appeal to the District Board within 30 days of notice of the hearing officer's decision.

At the hearing, or appeal, if any, it is found that a respondent has violated reporting or discharge requirements, the hearing officer or Board may assess an administrative civil penalty against him or her. In determining the amount of the administrative civil penalty, the hearing officer or Board may take into consideration all relevant circumstances, including the extent of harm caused by the violation, the economic benefit derived through any noncompliance, the nature and persistence of the violation, the length of time over which the violation occurs and corrective action, if any, attempted or taken by the discharger.

These administrative civil penalties are set as follows:

- a. In an amount that does not exceed \$2,000 for each day of failing or refusing to furnish technical or monitoring reports
- b. In an amount, that does not exceed \$3,000 for each day of failing or refusing to timely comply with any compliance schedule established by the District
- c. In an amount, that does not exceed \$5,000 per violation of each day of discharges in violation of any waste discharge limitation, wastewater discharge permit condition, or requirement issued, reissued, or adopted by the District
- d. In an amount that does not exceed \$10 per gallon for discharges in violation of any suspension, cease and desist order or other orders, or prohibition issued, reissued, or adopted by the District
- e. The amount of any administrative penalties imposed under this section that have remained delinquent for a period of 60 days, will constitute a lien against the parcel of the discharger from which the discharge originated, resulting in the imposition of a civil penalty.

The lien provided herein will have no force and effect until recorded with the County recorder. Once recorded, the lien will have the force, effect, and priority of a judgment lien. It will continue for 10 years from the time of recording unless sooner released and will be renewable under Sections 683.110 to 688.220 of the Code of Civil Procedure.

All money collected under this section may be deposited in a special account of the District and may be made available for the monitoring, treatment, and control of discharges in the District's sanitation or sewer collection system or for other mitigation measures.

Unless appealed, orders setting administrative civil penalties shall become effective and final upon issuance with payment to be made within 30 days of issuance.

Upon order of the Board, District Counsel or other special counsel designated by the Board will institute appropriate court actions authorized by this Ordinance.

9.7 Emergency Suspensions

The District Engineer may immediately suspend a user's discharge whenever such suspension is necessary in order to stop an actual or threatened discharge that appears (1) to present or cause an imminent and substantial endangerment to the environment, or to the health or safety of persons; or (2) to interfere with the operation of the District sewer collection system.

Any user notified of a suspension of its discharge shall immediately stop or eliminate its discharge. If a user fails to immediately voluntarily comply with the suspension order, the District Engineer shall take the necessary steps to prevent or minimize damage to the District sewer collection system, its receiving stream, or individuals, including immediate severance of the sewer connection. The District Engineer will allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the District Engineer that the period of danger has passed, unless the termination proceedings set forth in this Ordinance are initiated against the user.

A user that is responsible, in whole or in part, for any discharge presenting imminent danger shall submit to the District Engineer a detailed written statement describing the causes of the

harmful discharge and the measures taken to prevent any future occurrence, within 15 days of the occurrence.

Nothing in this section shall be interpreted as requiring a hearing before any emergency suspension under this action.

9.8 Termination of Discharge

The District may terminate the discharge of any user in violation of any condition of this Ordinance, wastewater discharge permit or an order issued hereunder. Such user will be notified of the proposed termination of its discharge and a hearing on an order to show cause under this Ordinance why the proposed action should not be taken.

Reasons for termination may include:

- a. Violation of permit conditions
- b. Failure to accurately report the wastewater constituents and characteristics of its wastewater discharge
- c. Failure to report significant changes in operations or wastewater volume, constituents and characteristics before discharge
- d. Refusal of reasonable access to the user's premises for inspection, monitoring or sampling
- e. Failure to pay sewer rates or fees or both.

The District Engineer may immediately terminate a user's discharge whenever such termination is necessary in order to stop an actual or threatened discharge which appears to present or cause an imminent and substantial endangerment to the environment, or to the health or safety of persons, or that threatens to interfere with the operation of the District sewer collection system. Termination may include immediate disconnection or obstruction to prevent discharge into the sewer collection system from such user. Discharge may include domestic, toilet and sink water.

9.9 Injunctive Relief

Whenever a user has violated a requirement or continues to violate the provisions of this Ordinance, a permit, or an order, the District Engineer may petition the Superior Court for the issuance of a temporary or permanent injunction. This injunction may be to restrain or compel the user such that he or she will comply with the permit, order, or other requirement of this Ordinance. Such other action as is appropriate for legal or equitable relief, or both, may also be sought by the District. A petition for injunctive relief need not be filed as a prerequisite to taking any other action against a user.

9.10 Civil Actions

Any user who violates any provision of this Ordinance, a permit, order of the District or District Engineer, or any other requirement may be civilly liable to the District in a sum not to exceed \$25,000 per day for each day and each event in which such violation occurs plus any costs incurred by the District.

The District may petition the Superior Court to assess, impose, and recover such sums under Section 54740 of the California Government Code.

Remedies under this section are in addition to and do not supersede or limit any other remedy, including civil or criminal, but no liability will be recoverable under this section for any violation for which liability is recovered.

Filing a suit for civil penalties is not a prerequisite for taking any other action against a user.

9.11 Criminal Action

Any person who willfully or negligently violates any provision of this Ordinance, any order or permit issued, or any other requirement will upon conviction be guilty of a misdemeanor, punishable by a fine of not more than \$1,000 per violation per day or imprisonment for not more than 30 days in County jail, or both.

Any person who knowingly makes any false statements, representations, or certifications in any application, record, report, plan or other documentation filed, or required to be maintained, under this Ordinance, permit, or order will upon conviction be punished by a fine of not more than \$1,000 per violation per day or imprisonment for not more than 30 days, or both. Also any person, who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required under this Ordinance, upon conviction be punished, will by a fine of not more than \$1,000 per violation per day or imprisonment for not more than 30 days, or both. Each separate act of falsification, tampering, or knowingly rendering inaccurate will constitute a new and separate offense and shall be subject to the penalties contained herein.

9.12 Liability for Costs Incurred by the District

This section applies to any user found in violation of any requirement adopted or ordered by the District (1) to meet the standards established to protect the District sewer collection system, or (2) to prevent the entry of any wastewater found or suspected to be in violation of any state, federal, or local limit, permit, or provision of this Ordinance causing expense, loss, damage or other liability to the District. Such user will be liable to the District for such expense, loss, or damage and will pay the same to the District in a manner prescribed by the District Engineer. Such noncompliance costs can include environmental fines and cleanup costs arising out of, pertaining to, or resulting from user noncompliance as well as from any related cost of defense, settlement, arbitration, and attorney's fees. These costs may include inspection and sampling costs as well as transportation, equipment, and labor costs incurred by the District to investigate or demonstrate user noncompliance/compliance. These costs may also include the administrative time spent resolving noncompliance.

9.13 Wastewater Discharge Permit Revocation, Suspension or Restrictions

If a permittee fails to comply with the conditions of the permit or to pay charges on time, the District Engineer may revoke, suspend or restrict the permit.

When the District Engineer reasonably believes that grounds exist for wastewater discharge permit revocations he or she shall give written notice to the permittee by personal service or by registered or certified mail stating the facts and the grounds along with the time and place that the charges may be heard by the District Engineer. At the hearing, the permittee shall be able to respond to the allegations set forth in the notice by presenting written and oral evidence. After the conclusion of the hearing, the District Engineer will determine the outcome. The written

decision and order of the District Engineer shall be sent by registered or certified mail to the permittee or its representative at the permittees or representative's business address.

The District Engineer may suspend a permit at any time if continued discharge of the permittees wastewater into the District sewer collection system would, along or combined with other discharges fail to meet the intent of this Ordinance. In lieu of a suspended permit, the District Engineer may impose such temporary restrictions, conditions, or limitations as deemed necessary to ensure compliance with this Ordinance upon quantities, qualities, and rates of discharge.

Unless directed otherwise in the order of revocation or suspension of a permit, the permittee shall cease discharging into the public sewer at the effective time of the revocation or suspension, or shall conform to all restrictions, conditions, or limitations in the order at the effective time of such requirements.

Any further application for a wastewater discharge permit at any location within the District by any person subject to an order of revocation will be considered by the District after a full review of the records of the revoked permit. Such records may be the basis for denial of a new wastewater discharge permit.

The District Engineer or his agent will ordinarily give notice of suspension or imposition of temporary restrictions, conditions, or limitations to the permittee in writing at least 48 hours before the time such suspension, restrictions, conditions, or limitations are to become effective. If the District Engineer determines that an emergency exists involving public health or safety or involving significant impairment of the treatment process, immediate notice may be given with an effective time of such suspension, restrictions, conditions, or limitations.

9.14 Remedies Nonexclusive

The provisions contained in this Ordinance do not provide exclusive remedies. The District reserves the right to take any, all, or any combination of these actions against a noncompliant user. Enforcement of violations will generally follow the District's enforcement response plan. However, the District reserves the right to take other action against any user when the circumstances warrant. Further, the District is empowered to take more than one enforcement action against any noncompliant user.

10. SEVERABILITY

If any provision, paragraph, word, section or article of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and chapters shall not be affected and shall continue in full force and effect.

11. SASD FEE AND RATE SCHEDULE

The fees and rates in the following sections are adopted by the Board of Directors.

11.1 SASD Sewer Impact Fees

Effective July 1, 2021 through June 30, 2022

Category Description		Sewer Impact Fees	
		Relief	Expansion
Single-Family Residential Users	Parcels recorded prior to July 1, 2003	\$777 per ESD	\$3,414 ¹ per ESD
	Parcels recorded on or after July 1, 2003	\$4,664 per net acre	\$20,484 ² per net acre
Multi-Family Residential Users		\$4,664 per net acre	\$20,484 ² per net acre
Commercial Users		\$4,664 per net acre	\$20,484 ² per net acre
Non-Defined Commercial Users		\$777 per ESD	\$3,414 ¹ per ESD
Parks and Schools		\$777 per ESD	\$3,414 ¹ per ESD
Industrial Users and Groundwater Remediation Dischargers		Based on flow: \$45 per 1,000 gallons of flow based on maximum monthly discharge	
¹ Developer Project Costs: \$2,868, SASD Costs: \$546			
² Developer Project Costs: \$17,210, SASD Costs: \$3,273			

Effective July 1, 2022 through June 30, 2023

Category Description		Sewer Impact Fees	
		Relief	Expansion
Single-Family Residential Users	Parcels recorded prior to July 1, 2003	\$782 per ESD	\$3,727 ¹ per ESD
	Parcels recorded on or after July 1, 2003	\$4,689 per net acre	\$22,360 ² per net acre
Multi-Family Residential Users		\$4,689 per net acre	\$22,360 ² per net acre
Commercial Users		\$4,689 per net acre	\$22,360 ² per net acre
Non-Defined Commercial Users		\$782 per ESD	\$3,727 ¹ per ESD
Parks and Schools		\$782 per ESD	\$3,727 ¹ per ESD
Industrial Users and Groundwater Remediation Dischargers		Based on flow: \$45 per 1,000 gallons of flow based on maximum monthly discharge	
¹ Developer Project Costs: \$3,128, SASD Costs: \$598			
² Developer Project Costs: \$18,770, SASD Costs: \$3,590			

Effective July 1, 2023 through June 30, 2024

Category Description		Sewer Impact Fees	
		Relief	Expansion
Single-Family Residential Users	Parcels recorded prior to July 1, 2003	\$786 per ESD	\$4,067 ¹ per ESD
	Parcels recorded on or after July 1, 2003	\$4,716 per net acre	\$24,404 ² per net acre
Multi-Family Residential Users		\$4,716 per net acre	\$24,404 ² per net acre
Commercial Users		\$4,716 per net acre	\$24,404 ² per net acre
Non-Defined Commercial Users		\$786 per ESD	\$4,067 ¹ per ESD
Parks and Schools		\$786 per ESD	\$4,067 ¹ per ESD
Industrial Users and Groundwater Remediation Dischargers		Based on flow: \$45 per 1,000 gallons of flow based on maximum monthly discharge	
¹ Developer Project Costs: \$3,454, SASD Costs: \$614			
² Developer Project Costs: \$20,723, SASD Costs: \$3,681			

Effective July 1, 2024

Category Description		Sewer Impact Fees	
		Relief	Expansion
Single-Family Residential Users	Parcels recorded prior to July 1, 2003	\$790 per ESD	\$4,374 ¹ per ESD
	Parcels recorded on or after July 1, 2003	\$4,742 per net acre	\$26,241 ² per net acre
Multi-Family Residential Users		\$4,742 per net acre	\$26,241 ² per net acre
Commercial Users		\$4,742 per net acre	\$26,241 ² per net acre
Non-Defined Commercial Users		\$790 per ESD	\$4,374 ¹ per ESD
Parks and Schools		\$790 per ESD	\$4,374 ¹ per ESD
Industrial Users and Groundwater Remediation Dischargers		Based on flow: \$45 per 1,000 gallons of flow based on maximum monthly discharge	
1 Developer Project Costs: \$3,744, SASD Costs: \$629			
2 Developer Project Costs: \$22,466, SASD Costs: \$3,775			

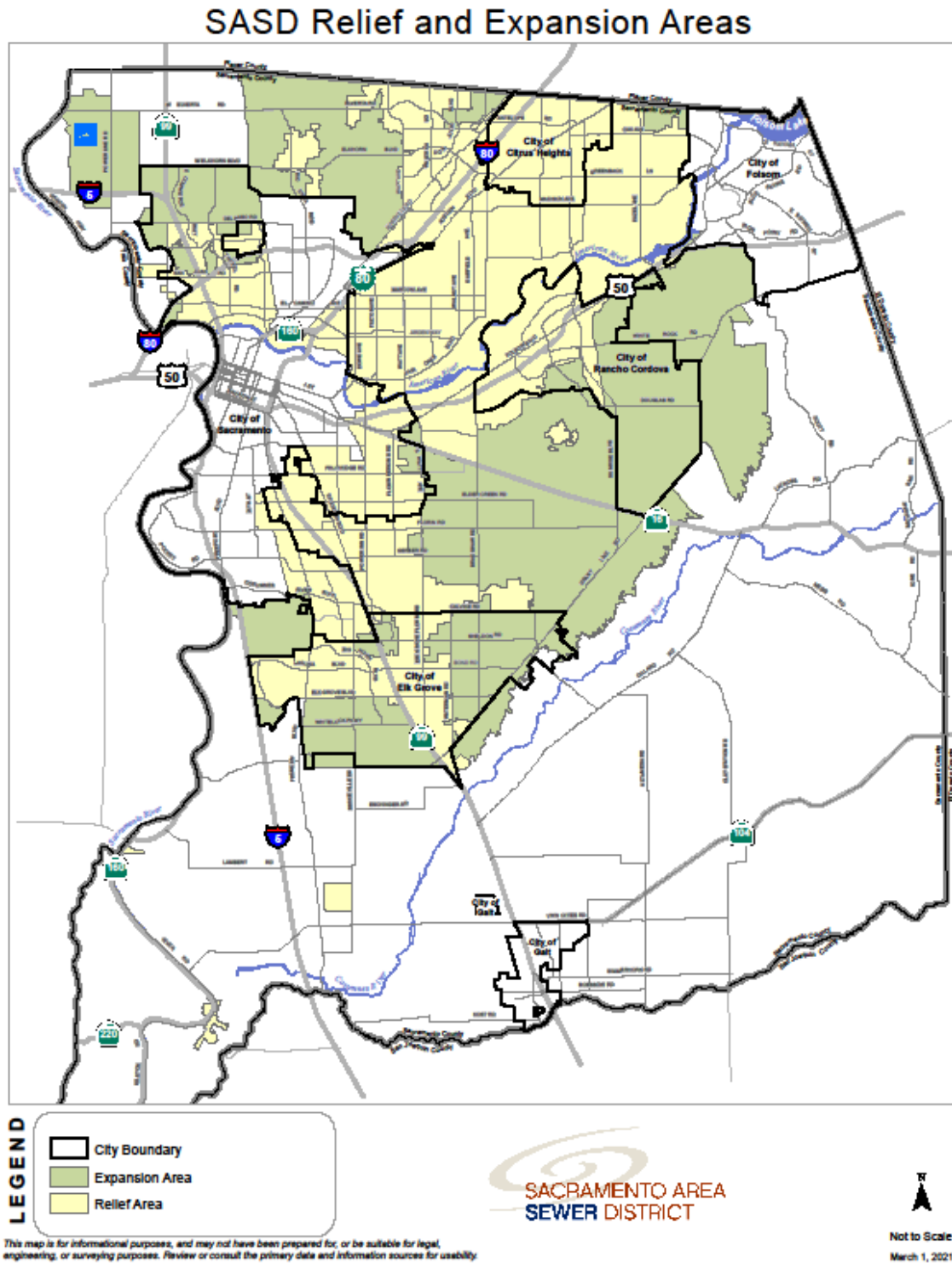
11.2 SASD Miscellaneous Fees

Category Description	Miscellaneous Fees
Administrative Fee for Deferral of Sewer Impact Fees, Commercial and Industrial Projects <i>(For New and Expanding Businesses)</i>	\$2,515 Administration Fee per project
Application Fee / Administrative Fee for Deferral or Waiver of Sewer Impact Fees for Affordable Housing Projects <i>(For Qualified Affordable Housing Projects)</i>	<ul style="list-style-type: none"> • \$1,000 Application and Administrative Processing Fee for the first government entity listed on the application for fee deferral or waiver • \$275 Application and Administrative Processing Fee for each additional government entity listed on the application for fee deferral or waiver
Administrative Fee for Deferral of Sewer Impact Fees for Market Rate Residential Projects	\$350 Administrative Processing Fee per building permit for which fees are requested to be deferred
Sewer Tap Construction Fee	<ul style="list-style-type: none"> • 4-inch Lower Lateral to Main Line Tap: \$539 • 6-inch Lower Lateral to Main Line Tap: \$577 • 4-inch Lower Lateral to Manhole Tap: \$1510 • 6-inch Lower Lateral to Manhole Tap: \$1524 • 8-inch Lower Lateral to Manhole Tap: \$1561
Information Technology Recovery Fee <i>(Recovers cost of ACCELA database management and development)</i>	<ul style="list-style-type: none"> • Fee within city jurisdictions: 1% of total SASD and Regional San fees not to exceed \$100 • Fee within unincorporated County: 4.5% of total County, SASD, and Regional San fees not to exceed \$350
Water Meter Reading Fee <i>(For unreported meter readings by metered user)</i>	\$25 per meter reading
Construction Inspection Costs	Charge is based on time and material costs
Technical Services <i>(Covers SASD's cost of time and materials for special projects)</i>	Charge is based on time and material costs
Administration Fee for Collector Reimbursement Agreements	Cost for the District to administer the agreement is established at \$250 for agreements in the amount of \$10,000 or less, and \$500 for agreements in excess of \$10,000. Amount will be deducted from the initial reimbursement.

11.3 SASD Sewer Rates

Category Description	Sewer Rates
Single-Family Residential Users <i>(Monthly sewer service charge)</i>	\$19.85 per month (\$39.70 bimonthly)
Multiple-Family Residential Users <i>(Monthly sewer service charge)</i>	\$14.89 per month per unit (\$29.78 bimonthly)
Commercial Users <i>(Monthly sewer service charge)</i>	\$19.85 multiplied by the Enterprise/Use Factor in the Ordinance, Section 6.9.3
Non-Defined Commercial Users <i>(Monthly sewer service charge based on measured flow discharged)</i>	\$19.85 per 9,300 gallons of flow
Industrial Users and Groundwater Remediation Dischargers <i>(Monthly sewer service charge based on measured flow and loadings discharged)</i>	\$72.73 per million gallons of flow <u>(+) \$5.10 per 1,000 lbs of Total Suspended Solids</u> Equals Total Sewer Service Charge
Temporary Discharge Permit Users <i>(Charges based on flow and loadings discharged)</i>	\$72.73 per million gallons of flow <u>(+) \$5.10 per 1,000 lbs of Total Suspended Solids</u> Equals Total Sewer Service Charge

12. SASD RELIEF/EXPANSION AREA MAP



The map is a representation of the relief and expansion areas as of the adoption date of this Ordinance. Contact SASD at (916) 876-6100 to obtain information on which area a parcel is located.

13. APPENDIX

13.1 Cost Schedule for Sewer Construction

The Cost Schedule for Sewer Construction is subject to annual adjustment based upon the changes in the Engineering News Record Construction Cost Index. For the most up-to-date Cost Schedule please visit our website at www.sacsewer.com.

UNIT COSTS FOR CONSTRUCTION OF GRAVITY SEWERS (a) (b) (c)											
Pipe Diameter (in)	Depth (ft)										
	8	10	12	14	16	18	20	22	24	26	28
6	\$42.22	\$45.69	\$48.50	\$51.94	\$56.03	\$62.07	\$69.40	\$78.92	\$91.53	\$105.74	\$125.31
8	\$50.89	\$56.47	\$59.78	\$63.99	\$68.95	\$76.34	\$85.46	\$97.14	\$112.33	\$129.77	\$153.79
10	\$61.43	\$69.86	\$73.90	\$78.96	\$85.06	\$94.28	\$105.55	\$120.16	\$139.04	\$160.63	\$190.35
12	\$72.10	\$82.00	\$86.63	\$92.57	\$100.06	\$110.89	\$124.20	\$141.38	\$163.95	\$189.41	\$224.46
15	\$89.42	\$101.70	\$106.86	\$113.08	\$121.12	\$132.09	\$146.04	\$162.99	\$184.55	\$210.99	\$248.03
18	\$108.43	\$123.32	\$128.62	\$135.39	\$144.07	\$156.44	\$170.35	\$188.32	\$210.19	\$236.73	\$274.01
21	\$130.74	\$148.69	\$154.68	\$161.71	\$171.04	\$183.22	\$198.53	\$217.52	\$240.05	\$266.72	\$305.09
24	\$154.31	\$175.51	\$184.24	\$191.78	\$201.79	\$215.13	\$231.48	\$250.76	\$273.29	\$300.27	\$339.95
27	\$163.24	\$185.66	\$192.84	\$202.46	\$215.05	\$231.54	\$250.87	\$274.19	\$301.79	\$330.74	\$374.45
30	\$183.06	\$208.20	\$216.05	\$226.33	\$239.58	\$256.10	\$275.67	\$300.43	\$329.22	\$359.40	\$406.90
33	\$196.06	\$222.99	\$231.52	\$241.97	\$255.73	\$272.51	\$292.65	\$318.55	\$348.47	\$380.35	\$430.62

(a) Based on the Sacramento Area Sewer District (SASD) Standards and Specifications, Type II Bedding and Initial Backfill.

(b) ENR 13428 - Average of 20 Cities and San Francisco, January 2022

(c) \$5.15 per cu.yd. For mechanical compaction of intermediate backfill

ADDITIONAL COST ITEM:

- Manholes:

4' MH =	\$3,097	for 7' depth plus	\$254 /ft over 7 ft.
5' MH =	\$4,322	for 8' depth plus	\$445 /ft over 8 ft.

14. ADOPTION AND EFFECTIVE DATE

This Ordinance was introduced and its title read at the regular meeting of the Board of Directors on 4/13/22 and on 4/27/22. Further reading was waived by unanimous vote of the Directors present.

This Ordinance shall take effect and be in full force on and after 30 days from the date of its passage hereof, and before the expiration of 15 days from the date of its passage, a summary of this Ordinance shall be published with the names of the members of the Board of Directors voting for and against it, in a newspaper of general circulation published in the County of Sacramento.

On a motion by Director Nottoli, seconded by Director Sander, the foregoing Ordinance was passed and adopted by the Board of Directors of the Sacramento Area Sewer District, State of California, at a regular Board meeting thereof, this 27th day of April, 2022, by the following vote, to wit:

AYES: Directors Bruins, Singh Allen, Kennedy, Nottoli, Serna, Vang, Sander, Frost, Desmond

NOES: None

ABSTAIN: None


ABSENT: Director Howell

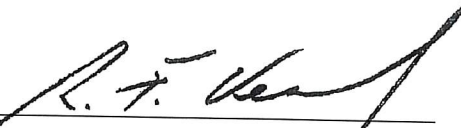
RECUSAL: None

(PER POLITICAL REFORM ACT (§18702.5))



ATTEST:


Clerk of the Board of Supervisors of Sacramento
County, California, and ex officio Secretary of
the Board of Directors of
Sacramento Area Sewer District


Chair of the Board of Directors of
Sacramento Area Sewer District,
a sanitation district
organized under the laws of the
State of California

FILED
BOARD OF DIRECTORS

APR 27 2022

BY 
CLERK OF THE BOARD

In accordance with Section 25103 of the Government Code
of the State of California a copy of the document has been
delivered to the Chairman on April 27, 2022

By: 
Deputy Clerk, Board of Directors