

Pursuant to Government Code Section 54953(e), members of the Board of Directors and staff will participate in this meeting via a teleconference. Members of the public can submit written comments to the Board Secretary at boardcomment@cambriacsd.org.



CAMBRIA COMMUNITY SERVICES DISTRICT

Thursday, October 21, 2021 - 2:00 PM

AGENDA

REGULAR MEETING OF THE CAMBRIA COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/95744335190?pwd=aEhwenhKeGZWZmd6Uld3aWhCVWZRUT09>

Passcode: 464550

Or One tap mobile:

US: +16699006833,,95744335190# or +12532158782,,95744335190#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592

Webinar ID: 957 4433 5190

International numbers available: <https://us06web.zoom.us/j/95744335190>

1. OPENING

- A. Call to Order
- B. Pledge of Allegiance
- C. Establishment of Quorum
- D. President's Report
- E. Agenda Review: Additions/Deletions

2. BOARD MEMBER COMMUNICATIONS

Any Board Member may make an announcement, report briefly on his or her activities, or ask a question for clarification.

3. PUBLIC SAFETY

- A. Sheriff's Department Report
- B. CCSD Fire Chief's Report

4. PUBLIC COMMENT

Members of the public may now address the Board on any item of interest within the jurisdiction of the Board but not on its agenda today. Future agenda items can be suggested at this time. In compliance with the Brown Act, the Board cannot discuss or act on items not on the agenda. Each speaker has up to three minutes.

5. CONSENT AGENDA

All matters on the consent calendar are to be approved by one motion. If Directors wish to discuss a consent item other than simple clarifying questions, a request for removal may be made. Such items are pulled for separate discussion and action after the consent calendar as a whole is acted upon.

- A.** Consideration to Adopt the September 2021 Expenditure Report
- B.** Consideration to Adopt the September 9, 2021 and September 16, 2021 Regular Meeting Minutes and the September 24, 2021 and September 30, 2021 Special Meeting Minutes
- C.** Consideration of Authorizing the General Manager to Enter into a Service Agreement with Digital West for Telephone Service
- D.** Consideration of Adoption of Resolution 39-2021 Amending the District Salary Schedule
- E.** Consideration of Adoption of Resolution 40-2021 Regarding the Local State of Emergency Declaration
- F.** Consideration of Adoption of Resolution 41-2021 Authorizing the Continuance of Remote Teleconference Meetings of the Legislative Bodies of the Cambria Community Services District Pursuant to Government Code Section 54953(e)(3)
- G.** Consideration to Adopt Resolution 42-2021 Authorizing Applicant's Agent Designation for the California Governor's Office of Emergency Services

6. REGULAR BUSINESS

- A.** Discussion and Consideration of Strategic Plan Status Report and Update
- B.** Discussion and Consideration of Introduction of Ordinance 04-2021 Adding Chapter 6.09, Mandatory Organic Waste Disposal Reduction, to the Cambria Community Services District Code to Comply with the Requirements of SB 1383

7. MANAGER REPORTS

- A.** Public Comment: The President will be asking for public comment before the reports.
- B.** General Manager's Report
- C.** Finance Manager's Report
- D.** Utilities Report

8. FUTURE AGENDA ITEM(S)

This is an opportunity to request a formal agenda report be prepared and the item placed on a future agenda. No formal action can be taken except to direct the General Manager to place a matter of business on a future agenda by majority vote

9. ADJOURN TO CLOSED SESSION

- A.** CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: Windeler v. CCSD, et al.

CAMBRIA Community Services District

Thursday, September 30, 2021

Time Period: (Month)	Sep. 1 – Sep. 30, 2021	Avila	Cayucos	Cambria	Los Osos	San Simeon
Calls For Service:	252			44		
CFS: Last Year	388			55		
Assault/Battery:						
CFS	0					
Disturbance:						
CFS	25					
Burglary:						
CFS	3					
Theft:						
CFS	4					
Vandalism						
CFS	2					
Mail Theft:						
CFS	2					
Phone Scam:						
CFS	1					
Suspicious Circs:						
CFS	9					
Enforcement Stops:						
CFS	14					
Preventative Patrol Activity:						
CFS	9					

Notable:



Cambria CSD Fire Department

October 21st, 2021 CCSD Board Meeting

September 2021

Prevention and Education

- 0 Rough-in sprinkler inspections
- 0 Fire final inspections
- 5 Fire plan reviews
 - 2845 Schoolhouse
 - 4135 Bridge
 - 599 Leighton
 - 1962 Chester
 - 305 Pembrook
- 5 Engine company commercial fire and life safety inspections were conducted
- 0 Public education events
- 0 Fire Engine and Station tours

Meetings and Affiliations

- Weekly operational briefings September 0900 Cambria
- Weekly liaison briefings September 1100 Cambria
- County Fire Chief mtg September 1st, 0900 Cambria
- CCSD Managers mtg September 7th, 0830 Cambria
- CCSD Board mtg September 9th, 1400 Cambria
- Firesafe Counsel mtg September 15th, 0900 Cambria
- CCSD Board mtg September 16th, 1400 Cambria
- CCSD Managers mtg September 21st, 0830 Cambria
- Captain & Engineer testing September 22nd, 0800 Cambria
- CCSD Managers mtg September 28th, 0830 Cambria

Operations and News

- SLO County EOC opened and running for Covid-19 Disaster Declaration
- Weekly coordination between EOC, Public Health, County Fire Chiefs
- Station is closed to the public, all public events, prevention activities and educational tours are cancelled
- Training for the month of September was primarily focused on the following – large building fires, rescue struts and airbags, officer and engineer development, autoimmune disorders
- Conducted testing for Fire Captain Paramedic and Fire Engineer Paramedic

Grant Updates

- Awarded AFG Supplemental – Covid 19 PPE (equipment purchase in process)
- SLO OES Grant for mobile radio replacement – awarded
- AFG Grant submitted for emergency equipment
- AFG SAFER Grant – awarded
- CA Climate Investment Grant – denied, pending submittal with alternate funding source
- Zonehaven Evacuation Grant – awarded through County Fire Chiefs/Firesafe Counsel

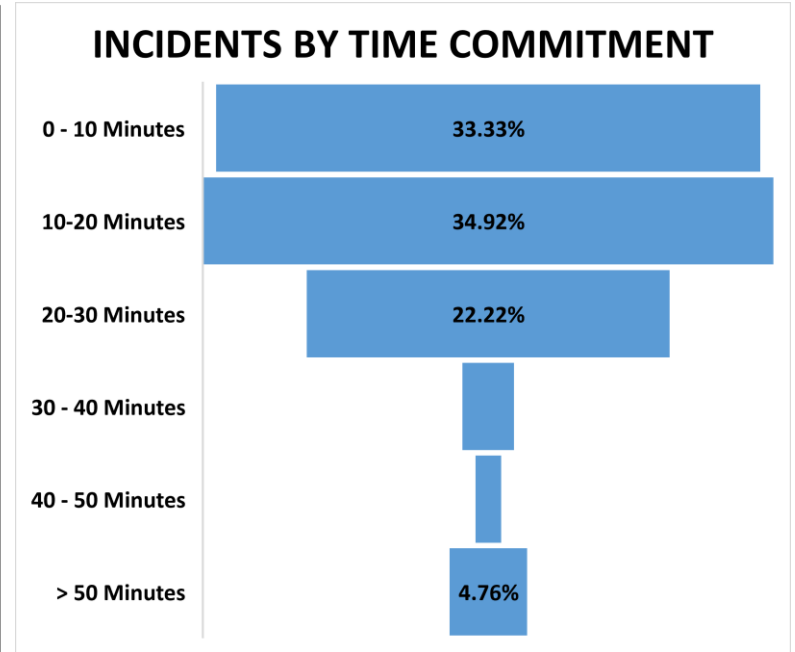
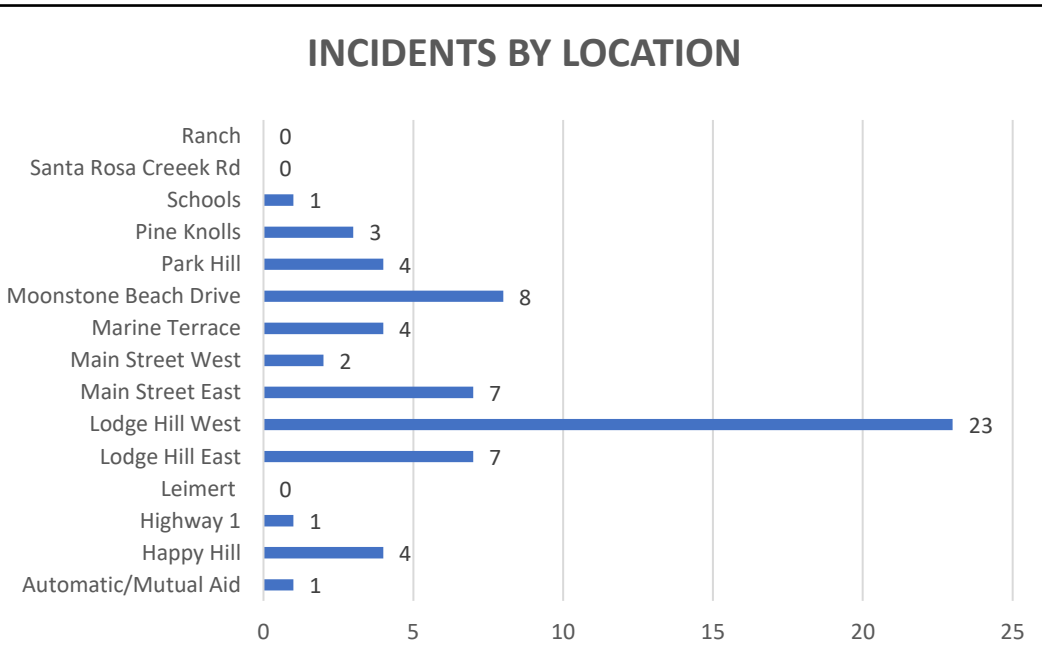
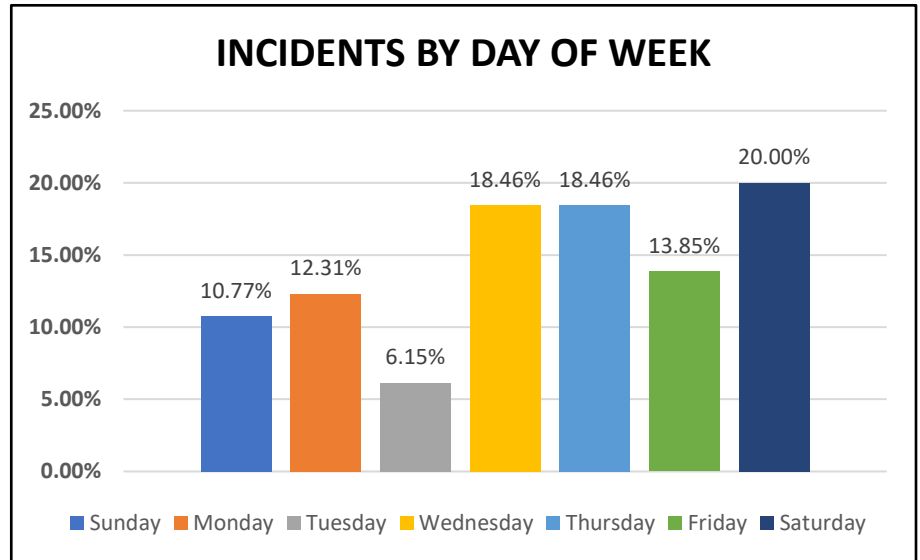
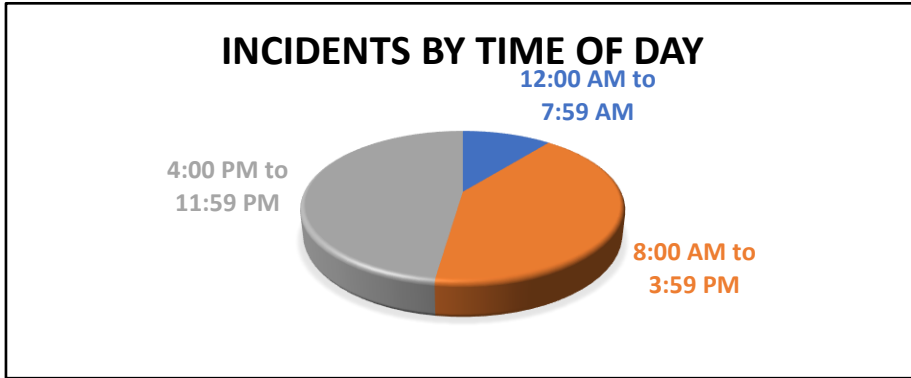
Fire Safety Bulletins

- Fire Pits
- Grilling Safety

Fire Statistics are attached for your review

CAMBRIA CSD FIRE DEPARTMENT - MONTHLY INCIDENT STATISTICS p.1

Categories	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Total
NFIRS Series 1: Fire	2	0	1	0	1	1	1	3	1				10
Structure Fire	1	0	0	0	0	0	0	1	0				2
Vehicle Fire	0	0	0	0	0	1	0	0	1				2
Vegetation Fire	1	0	0	0	0	0	0	1	0				2
Fire (other)	0	0	1	0	1	0	1	1	0				4
NFIRS Series 2: Overpressure/Explosion	0	0	0	0	0	0	0	0	0				0
NFIRS Series 3: Rescue & EMS	35	27	45	41	32	30	39	38	34				321
Motor Vehicle Accident	1	0	2	1	2	0	2	3	0				11
Ocean/Water Rescue	1	0	0	0	0	0	0	1	1				3
Cliff Rescue	1	0	1	0	0	0	0	0	0				2
NFIRS Series 4: Hazardous Condition	14	2	1	1	1	0	0	0	0				19
Spills		0	0	0	0	0	0	0	0				0
Gas Leaks		1	0	1	0	0	0	0	0				2
Electrical Problems	13	0	1	0	0	0	0	0	0				14
Hazards (other)	1	1	0	0	1	0	0	0	0				3
NFIRS Series 5: Service Call	17	15	15	9	14	15	16	18	16				135
Water Leak	0	0	0	0	0	0	0	0	1				1
Smoke/Odor Problem	0	0	0	0	0	0	0	0	0				0
Animal Problem	0	0	0	0	1	0	0	0	0				1
Public Service Assist	10	1	4	3	2	5	8	16	10				59
Assist Invalids	7	15	11	6	11	10	8	2	5				75
NFIRS Series 6: Good Intent Call	21	17	19	25	21	26	39	36	11				215
NFIRS Series 7: False Alarm	6	4	10	5	5	8	4	3	2				47
NFIRS Series 8: Severe Weather/Disaster	16	0	0	0	0	0	1	0	1				18
NFIRS Series 9: Special Incident Type	1	0	0	0	0	0	0	0	0				1
Response Totals	112	65	91	81	74	80	100	98	65	0	0	0	766





FIRE PITS



Do's and Don't's

Municipal Code Section 6.04.040, #9

All open burning, bonfires, warming fires, and debris fires are prohibited within the Cambria CSD jurisdictional boundaries.

- Open wood burning **pits are not allowed**
- Open wood burning commercially manufactured devices **are not allowed**
- Open wood burning fires on the beach **are not allowed**

DO

- Use approved, non-combustible, gas powered, commercially built containers
- Keep fires small
- Containers require a non-combustible spark arrester screen at all openings with holes no larger than 1/4 inch in size
- Keep ground beneath container clear of combustible material for 10 feet in diameter
- Locate burn site a minimum of 10 feet away from combustibles
- Keep a garden hose nearby
- Completely extinguish fire after every use



DON'T

- Do not leave fire unattended
- Never use a fire pit indoors
- Do not ignite fires with chemicals such as gasoline, lighter fluid, or alcohol (use dry wood as kindling)





GRILLING SAFETY



Outdoor grilling is the one of the most popular ways to cook food, but a grill placed too close to anything that can burn is a fire hazard. They can be very hot, which can cause burn injuries. Follow these simple tips and you will be on the way to safe grilling.

SAFETY TIPS

- Propane and charcoal BBQ grills should only be used outdoors.
- The grill should be placed well away from the home, deck railings and out from under eaves and overhanging branches.
- Keep children and pets at least three feet away from the grill area.
- Keep your grill clean by removing grease or fat buildup from the grills and in trays below the grill.
- Never leave your grill unattended.
- Always make sure your gas grill lid is open before lighting it.

CHARCOAL GRILLS

- There are several ways to get the charcoal ready to use. Charcoal chimney starters allow you to start the charcoal using newspaper as a fuel.
- If you use a starter fluid, use only charcoal starter fluid. Never add charcoal fluid or any other flammable liquids to the fire.
- Keep charcoal fluid out of the reach of children and away from heat sources.
- There are also electric charcoal starters, which do not use fire.
- Be sure to use an extension cord for outdoor use.
- When you are finished grilling, let the coals completely cool before disposing of them in a metal container.



PROPANE GRILLS

- Check the gas tank hose for leaks before using it for the first time each year.
- Apply a light soap and water solution to the hose. A propane leak will release bubbles. If your grill has a gas leak, by smell or the soapy bubble test, and there is no flame, turn off the gas tank and grill. If the leak stops, get the grill serviced by a professional before using it again. If the leak does not stop, call 911.
- If you smell gas while cooking, immediately get away from the grill and call 911.
- Do not move the grill.
- If the flame goes out, turn the grill and gas off and wait at least 5 minutes before re-lighting it.





Cambria Community Services District , CA

Expense Approval Report

By Vendor Name

Payment Dates 9/1/2021 - 9/30/2021

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
Vendor: 10041 - ABALONE COAST ANALYTICAL, INC.					
ABALONE COAST ANALYTICAL, 74267		09/13/2021	WW/TOTAL SUSPENDED SOLIDS	12-60910-12	154.00
ABALONE COAST ANALYTICAL, 74267		09/13/2021	WW/TOTAL SUSPENDED SOLIDS	12-60910-12	90.00
ABALONE COAST ANALYTICAL, 74267		09/13/2021	WW/TOTAL SUSPENDED SOLIDS	12-60910-12	122.00
ABALONE COAST ANALYTICAL, 74267		09/13/2021	WW/TOTAL SUSPENDED SOLIDS	12-60910-12	120.00
ABALONE COAST ANALYTICAL, 74267		09/13/2021	WW/TOTAL SUSPENDED SOLIDS	12-60910-12	122.00
ABALONE COAST ANALYTICAL, 74313		09/21/2021	WW/TOTAL SUSPENDED SOLIDS	12-60910-12	90.00
ABALONE COAST ANALYTICAL, 74313		09/21/2021	WW/TOTAL SUSPENDED SOLIDS	12-60910-12	154.00
ABALONE COAST ANALYTICAL, 74313		09/21/2021	WW/TOTAL SUSPENDED SOLIDS	12-60910-12	58.00
ABALONE COAST ANALYTICAL, 74313		09/21/2021	WW/TOTAL SUSPENDED SOLIDS	12-60910-12	122.00
ABALONE COAST ANALYTICAL, 74313		09/21/2021	WW/TOTAL SUSPENDED SOLIDS	12-60910-12	58.00
Vendor 10041 - ABALONE COAST ANALYTICAL, INC. Total:					1,090.00
Vendor: 10415 - ABILITY					
ABILITY	74387	09/28/2021	ADM/ANS SVC ANNUAL SERVICE RATE, ADD'L MESSAGES	01-6060P-09	4,407.00
Vendor 10415 - ABILITY Total:					4,407.00
Vendor: 10064 - AGP VIDEO					
AGP VIDEO	74388	09/28/2021	VIDEO CONFERENCING SERVICES	01-60860-09	1,900.00
Vendor 10064 - AGP VIDEO Total:					1,900.00
Vendor: 10068 - AIRGAS USA, LLC					
AIRGAS USA, LLC	74314	09/21/2021	FD/EMERGENCY MEDICAL SUPPLIES	01-60890-01	411.96
Vendor 10068 - AIRGAS USA, LLC Total:					411.96
Vendor: 10080 - ALL WAYS CLEAN					
ALL WAYS CLEAN	74268	09/13/2021	F&R/MONTHLY CLEANING VETS HALL SEPT 2021	01-6033V-02	230.69
ALL WAYS CLEAN	74268	09/13/2021	WD/WW/MONTHLY OFFICE CLEANING SEPT 2021	11-6033B-11	196.69
ALL WAYS CLEAN	74268	09/13/2021	WD/WW/MONTHLY OFFICE CLEANING SEPT 2021	12-6033B-12	196.69
ALL WAYS CLEAN	74268	09/13/2021	ADM/MONTHLY OFFICE CLEANING SEPT 2021	01-6033B-09	256.64
ALL WAYS CLEAN	74268	09/13/2021	F&R/MONTHLY CLEANING PUBLIC RESTROOMS SEPT 2021	01-6080M-02	857.60
Vendor 10080 - ALL WAYS CLEAN Total:					1,738.31
Vendor: 11108 - ALLCHIN, JOHN					
ALLCHIN, JOHN	74231	09/08/2021	WW/REIMB FOR WATER TRMT PLANT OP COURSE PKG	12-6120E-12	171.53
ALLCHIN, JOHN	74231	09/08/2021	WW/MONTHLY CELL PHONE & INTERNET	12-6060C-12	100.00
Vendor 11108 - ALLCHIN, JOHN Total:					271.53
Vendor: 10114 - ANDREW THOMSON					
ANDREW THOMSON	74250	09/08/2021	WD/REPAIR WELL 2 COMM 7/17/21	11-60370-11	247.50
ANDREW THOMSON	74250	09/08/2021	WD/INSTALL NEW PHONE COMM LINE 7/15,16,19	11-60370-11	2,400.00



Cambria Community Services District , CA

Expense Approval Report

By Vendor Name

Payment Dates 9/1/2021 - 9/30/2021

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
ANDREW THOMSON	74250	09/08/2021	WD/MONITORING UPDATE 7/27	11-60370-11	160.00
ANDREW THOMSON	74250	09/08/2021	WD/POWER CONNECTION FOR GENERATOR 8/3/21	11-60360-11	320.00
ANDREW THOMSON	74250	09/08/2021	WW/RELOCATE MTR HEAD FOR INFLUENT FLOW MTR	12-6032T-12	3,210.29
ANDREW THOMSON	74315	09/21/2021	WW/UPDATED SCADA	12-6032T-12	165.00
ANDREW THOMSON	74315	09/21/2021	WW/TROUBLESHOOT BLOWER ALARM 8/18/21	12-6032T-12	247.50
ANDREW THOMSON	74315	09/21/2021	WD/RECONFIGURE TURBIDIMETER - SR3 8/26/21	11-6031Q-11	495.00
ANDREW THOMSON	74315	09/21/2021	WD/INSTALL NEW POWER AT SR3 WELL HEAD 8/17/21	11-6031Q-11	908.53
ANDREW THOMSON	74315	09/21/2021	WW/REPLACE LS8 PC	12-6032L-12	4,378.99
Vendor 10114 - ANDREW THOMSON Total:					12,532.81
Vendor: 10142 - AT&T MOBILITY					
AT&T MOBILITY	74218	09/01/2021	FD/MONTHLY CELL PHONE SERVICE AUG 2021	01-6060C-01	66.10
AT&T MOBILITY	74372	09/28/2021	FD/MONTHLY CCELL PHONE SERVICE SEPT 2021	01-6060C-01	59.10
Vendor 10142 - AT&T MOBILITY Total:					125.20
Vendor: 10144 - AT&T/CALNET3					
AT&T/CALNET3	74269	09/13/2021	WW/ALARM AT LIFT STN A	12-6060P-12	23.21
AT&T/CALNET3	74269	09/13/2021	WW/ALARM AT LIFT STN B3	12-6060P-12	23.21
AT&T/CALNET3	74269	09/13/2021	FD/FAX LINE	01-6060P-01	34.08
AT&T/CALNET3	74269	09/13/2021	WW/ALARM AT LIFT STN B1	12-6060P-12	23.22
AT&T/CALNET3	74269	09/13/2021	WW/ALARM AT LIFT STN B2	12-6060P-12	23.21
AT&T/CALNET3	74269	09/13/2021	WW/ALARM AT LIFT STN B	12-6060P-12	23.21
AT&T/CALNET3	74269	09/13/2021	WW/ALARM AT LIFT STN 9	12-6060P-12	23.23
AT&T/CALNET3	74269	09/13/2021	WW/ALARM AT LIFT STN A1	12-6060P-12	23.22
AT&T/CALNET3	74269	09/13/2021	WW/FAX LINE	12-6060P-12	23.19
AT&T/CALNET3	74269	09/13/2021	WD/TELEMETRY SYSTEMS	11-6060P-11	23.27
AT&T/CALNET3	74269	09/13/2021	F&R/FIRE ALARMS AT VETS HALL	01-6060P-02	44.84
AT&T/CALNET3	74269	09/13/2021	WW/ALARM AT LIFT STN 4	12-6060P-12	23.21
AT&T/CALNET3	74269	09/13/2021	WW/ALARM AT LIFT STN 8	12-6060P-12	23.26
AT&T/CALNET3	74269	09/13/2021	WD/LEIMERT PUMP STATION	11-6060P-11	23.19
AT&T/CALNET3	74269	09/13/2021	ADM/OFFICE FAX LINE	01-6060P-09	23.49
AT&T/CALNET3	74269	09/13/2021	F&R/RODEO GROUNDS RD	01-6060P-02	23.85
AT&T/CALNET3	74269	09/13/2021	WW/HEATH LANE PHONE	12-6060P-12	53.95
Vendor 10144 - AT&T/CALNET3 Total:					458.84
Vendor: 10140 - AT&T					
AT&T	74371	09/28/2021	WD/WELL HEAD ZONE TO ZONE TRANSMISSION	11-6060P-11	80.01
AT&T	74217	09/01/2021	WD/PINE KNOLLS TANK	11-6060P-11	148.14
AT&T	74257	09/08/2021	WW/ALARM AT LIFT STN B-4	12-6060P-12	266.29
Vendor 10140 - AT&T Total:					494.44
Vendor: 10166 - BADGER METER INC.					
BADGER METER INC.	74296	09/16/2021	WD/ORION CELLULAR SVC AUG 2021	11-6031M-11	30.00
Vendor 10166 - BADGER METER INC. Total:					30.00
Vendor: 10229 - BLAND, MELISSA					
BLAND, MELISSA	74271	09/13/2021	WD/REIMB REGISTRATION QWEL TRAINING ONLINE 9/2021	11-6120E-10	257.50



Cambria Community Services District , CA

Expense Approval Report

By Vendor Name

Payment Dates 9/1/2021 - 9/30/2021

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
BLAND, MELISSA	74232	09/08/2021	WD/WW/SWF/MONTHLY CELL PHONE & INTERNET	11-6060C-11	33.33
BLAND, MELISSA	74232	09/08/2021	WD/WW/SWF/MONTHLY CELL PHONE & INTERNET	12-6060C-12	33.33
BLAND, MELISSA	74232	09/08/2021	WD/WW/SWF/MONTHLY CELL PHONE & INTERNET	39-6060C-25	33.34
Vendor 10229 - BLAND, MELISSA Total:					357.50
Vendor: 10260 - BRENNTAG PACIFIC, INC.					
BRENNTAG PACIFIC, INC.	74297	09/16/2021	WD/CHEMICALS	11-6091C-11	669.87
BRENNTAG PACIFIC, INC.	74297	09/16/2021	WD/CHEMICALS	11-6091C-11	1,149.74
BRENNTAG PACIFIC, INC.	74297	09/16/2021	WD/CHEMICALS	11-6091C-11	115.17
BRENNTAG PACIFIC, INC.	74297	09/16/2021	WD/CHEMICALS	11-6091C-11	381.95
Vendor 10260 - BRENNTAG PACIFIC, INC. Total:					2,316.73
Vendor: 10263 - BREZDEN PEST CONTROL, INC					
BREZDEN PEST CONTROL, INC	74272	09/13/2021	ADM/SQUIRREL CONTROL, SPRAY & DEWEB TAMSON DR	01-6033B-09	100.00
BREZDEN PEST CONTROL, INC	74272	09/13/2021	F&R/SQUIRREL CONTROL VETS HALL	01-6033V-02	75.00
BREZDEN PEST CONTROL, INC	74272	09/13/2021	F&R/SQUIRREL CONTROL RODEO GRNDS RD	01-6033B-02	125.00
Vendor 10263 - BREZDEN PEST CONTROL, INC Total:					300.00
Vendor: 10288 - BURKEY, MICHAEL A					
BURKEY, MICHAEL A	74233	09/08/2021	FD/MONTHLY CELL PHONE REIMB	01-6060C-01	45.00
Vendor 10288 - BURKEY, MICHAEL A Total:					45.00
Vendor: 10310 - CAL SPECIAL DIST ASSOC (CSDA)					
CAL SPECIAL DIST ASSOC (CSD.	74273	09/13/2021	ADM/REG HR BOOT CAMP VIRTUAL TRNG HDODSON 10/6-7	01-6120E-09	100.00
Vendor 10310 - CAL SPECIAL DIST ASSOC (CSDA) Total:					100.00
Vendor: 10317 - CAL-COAST MACHINERY INC.					
CAL-COAST MACHINERY INC.	74298	09/16/2021	F&R/BATTERY	01-6041N-02	73.79
Vendor 10317 - CAL-COAST MACHINERY INC. Total:					73.79
Vendor: 10340 - CAMBRIA AUTO SUPPLY LLC					
CAMBRIA AUTO SUPPLY LLC	74219	09/01/2021	FD/WIPER BLADES	01-6041L-01	57.89
CAMBRIA AUTO SUPPLY LLC	74219	09/01/2021	FD/WASHER FLUID	01-6041L-01	2.46
CAMBRIA AUTO SUPPLY LLC	74219	09/01/2021	WW/GREASE GUN	12-6032T-12	63.65
CAMBRIA AUTO SUPPLY LLC	74219	09/01/2021	WD/SIGNAL BULBS	11-6041L-11	4.79
CAMBRIA AUTO SUPPLY LLC	74219	09/01/2021	WW/GASKET ASSEMBLY	12-6032T-12	18.01
CAMBRIA AUTO SUPPLY LLC	74219	09/01/2021	WW/DIGITAL CALIPER	12-6032T-12	44.43
CAMBRIA AUTO SUPPLY LLC	74219	09/01/2021	WW/BELTS	12-6032L-12	57.64
CAMBRIA AUTO SUPPLY LLC	74251	09/08/2021	WW/BELTS	12-6032L-12	57.64
CAMBRIA AUTO SUPPLY LLC	74219	09/01/2021	WW/BELTS	12-6032L-12	110.47
CAMBRIA AUTO SUPPLY LLC	74219	09/01/2021	WW/RETURN TWO BELTS	12-6032L-12	(55.23)
CAMBRIA AUTO SUPPLY LLC	74251	09/08/2021	WW/BELTS	12-6032L-12	110.47
Vendor 10340 - CAMBRIA AUTO SUPPLY LLC Total:					472.22
Vendor: 10341 - CAMBRIA BUSINESS CENTER					
CAMBRIA BUSINESS CENTER	74274	09/13/2021	WW/FEDEX SHIPPING CHARGES	12-60510-12	84.22
Vendor 10341 - CAMBRIA BUSINESS CENTER Total:					84.22
Vendor: 10356 - CAMBRIA HARDWARE CENTER					
CAMBRIA HARDWARE CENTEF	74310	09/21/2021	F&R/SEALER/ENHANCER	01-6033Z-02	64.33
CAMBRIA HARDWARE CENTEF	74309	09/21/2021	ADM/EMERGENCY LIGHT, BATTERIES	01-60500-09	25.72
CAMBRIA HARDWARE CENTEF	74306	09/21/2021	WD/POWER STRIP	11-60900-11	11.79
CAMBRIA HARDWARE CENTEF	74306	09/21/2021	WD/BAR & CHAIN OIL	11-60930-11	6.96
CAMBRIA HARDWARE CENTEF	74307	09/21/2021	WW/BATTERIES	12-6032L-12	5.35



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CAMBRIA HARDWARE CENTEF	74307	09/21/2021	WW/MISC PVC SUPPLIES	12-6032L-12	49.58
CAMBRIA HARDWARE CENTEF	74310	09/21/2021	F&R/FLEX LINE	01-6033B-02	10.39
CAMBRIA HARDWARE CENTER	74307	09/21/2021	WW/PLUG	12-6032L-12	11.78
CAMBRIA HARDWARE CENTER	74307	09/21/2021	WW/SERVICE CORD, LOOP CHAIN	12-6032L-12	18.19
CAMBRIA HARDWARE CENTER	74310	09/21/2021	F&R/DUCTING, CLAMPS, PAINT BRUSHES, CAULK	01-6033B-02	45.80
CAMBRIA HARDWARE CENTER	74310	09/21/2021	F&R/RETURN FLEX LINE	01-6033B-02	(10.39)
CAMBRIA HARDWARE CENTER	74310	09/21/2021	F&R/TOGGLE SWITCHES	01-6033B-02	13.03
CAMBRIA HARDWARE CENTER	74307	09/21/2021	WW/CLAMP CONNECTOR	12-6032L-12	2.15
CAMBRIA HARDWARE CENTER	74310	09/21/2021	F&R/CLAMPS	01-6033B-02	17.77
CAMBRIA HARDWARE CENTER	74307	09/21/2021	WW/MISC OPERATING SUPPLIES	12-6032L-12	40.06
CAMBRIA HARDWARE CENTER	74310	09/21/2021	F&R/VENT, DUCTING	01-6033B-02	66.00
CAMBRIA HARDWARE CENTER	74312	09/21/2021	FD/STAPLES, COUPLER, MISC HARDWARE	01-60900-01	18.82
CAMBRIA HARDWARE CENTER	74310	09/21/2021	F&R/PAINTER'S PUTTY	01-6033Z-02	5.35
CAMBRIA HARDWARE CENTER	74307	09/21/2021	WW/MISC OPERATING SUPPLIES	12-6032C-12	11.14
CAMBRIA HARDWARE CENTER	74310	09/21/2021	F&R/CAULK	01-6033Z-02	12.40
CAMBRIA HARDWARE CENTER	74310	09/21/2021	F&R/TAPE, SEALANT, CAULK, CAULK GUN	01-6033Z-02	42.71
CAMBRIA HARDWARE CENTER	74307	09/21/2021	WW/	12-6032C-12	3.64
CAMBRIA HARDWARE CENTER	74306	09/21/2021	WD/PLUGS	11-60930-11	5.67
CAMBRIA HARDWARE CENTER	74312	09/21/2021	FD/SAND PLATE	01-60900-01	25.30
CAMBRIA HARDWARE CENTER	74306	09/21/2021	WD/PVC SUPPLIES,	11-6031R-11	2.96
CAMBRIA HARDWARE CENTER	74306	09/21/2021	WD/PVC SUPPLIES,	11-6035R-11	12.85
CAMBRIA HARDWARE CENTER	74307	09/21/2021	WW/WASHERS	12-6032L-12	11.84
CAMBRIA HARDWARE CENTER	74307	09/21/2021	WW/ANTI-SEIZE COMPOUND, BATTERIES	12-6032L-12	26.77
CAMBRIA HARDWARE CENTER	74310	09/21/2021	F&R/RETURN MISC SMALL PARTS	01-6033B-02	(10.36)
CAMBRIA HARDWARE CENTER	74310	09/21/2021	F&R/BRUSH, ROLLER CUP & TRAY	01-6033Z-02	6.94
CAMBRIA HARDWARE CENTER	74310	09/21/2021	F&R/KNEE PADS	01-60900-02	21.44
CAMBRIA HARDWARE CENTER	74310	09/21/2021	F&R/DETERGENT	01-60900-02	10.71
CAMBRIA HARDWARE CENTER	74312	09/21/2021	FD/LOCK	01-6033B-01	6.42
CAMBRIA HARDWARE CENTER	74310	09/21/2021	F&R/PAINT BRUSHES	01-6033Z-02	18.09
CAMBRIA HARDWARE CENTER	74307	09/21/2021	WW/MISC SMALL PART	12-6032L-12	3.53
CAMBRIA HARDWARE CENTER	74307	09/21/2021	WW/POWER SURGE STRIP	12-6032T-12	21.44
CAMBRIA HARDWARE CENTER	74310	09/21/2021	F&R/MASKING FILM, COVERALLS, WAX RING	01-6033B-02	52.39
CAMBRIA HARDWARE CENTER	74307	09/21/2021	WW/RETURN MISC SMALL PART	12-6032L-12	(3.53)
CAMBRIA HARDWARE CENTER	74310	09/21/2021	F&R/MISC SMALL PARTS	01-6033B-02	4.50
CAMBRIA HARDWARE CENTER	74307	09/21/2021	WW/LUMBER, REBAR, SMALL TOOLS	12-6032C-12	462.83
CAMBRIA HARDWARE CENTER	74310	09/21/2021	F&R/PAINT MIXER, STRAINER	01-60900-02	6.17
CAMBRIA HARDWARE CENTER	74306	09/21/2021	WD/TIES	11-60900-10	11.79
CAMBRIA HARDWARE CENTER	74307	09/21/2021	WW/BIT, VALVE, SPRAY	12-6032C-12	25.56
CAMBRIA HARDWARE CENTER	74310	09/21/2021	F&R/ADHESIVE	01-6033B-02	6.42
CAMBRIA HARDWARE CENTER	74310	09/21/2021	F&R/PVC PARTS	01-6033Z-02	16.90
CAMBRIA HARDWARE CENTER	74310	09/21/2021	F&R/PVC MATERIALS	01-6033Z-02	15.92
CAMBRIA HARDWARE CENTER	74310	09/21/2021	F&R/STAPLES, PHONE LINE CORD	01-6033B-02	7.49
CAMBRIA HARDWARE CENTER	74307	09/21/2021	WW/BRACKETS	12-6032C-12	1.69
CAMBRIA HARDWARE CENTER	74307	09/21/2021	WW/WINDSHIELD WASHER FLUID, RUST DESTROYER	12-6032T-12	49.52
CAMBRIA HARDWARE CENTER	74306	09/21/2021	WD/HYDRANT SUPPLIES	11-6031F-11	7.70
CAMBRIA HARDWARE CENTER	74310	09/21/2021	F&R/WALLPLATE SCREWS	01-6033B-02	3.10



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CAMBRIA HARDWARE CENTER	74307	09/21/2021	WW/VINYL TUBE	12-6032L-12	11.45
CAMBRIA HARDWARE CENTER	74307	09/21/2021	WW/TROWEL, EDGER	12-6032C-12	14.99
CAMBRIA HARDWARE CENTER	74310	09/21/2021	F&R/FLEX PIPE, SEALANT	01-6033Z-02	26.76
CAMBRIA HARDWARE CENTER	74312	09/21/2021	FD/NYLON STRAP, BUCKLES	01-60900-01	5.51
CAMBRIA HARDWARE CENTEF	74306	09/21/2021	WD/PHONE	11-60630-11	21.44
Vendor 10356 - CAMBRIA HARDWARE CENTER Total:					1,384.77
Vendor: 10368 - CAMBRIA VILLAGE SQUARE					
CAMBRIA VILLAGE SQUARE	74234	09/08/2021	ADM/MONTHLY OFFICE LEASE PMT 1316 TAMSON	01-60750-09	2,553.03
Vendor 10368 - CAMBRIA VILLAGE SQUARE Total:					2,553.03
Vendor: 10375 - CARMEL & NACCASHA LLP					
CARMEL & NACCASHA LLP	74336	09/23/2021	ADM/MONTHLY RETAINER FOR LEGAL SERVICES OCT	01-6080K-09	11,100.00
CARMEL & NACCASHA LLP	74336	09/23/2021	ADM/LEGAL SVCS GENERAL AUGUST 2021	01-6080K-09	4,790.60
CARMEL & NACCASHA LLP	74336	09/23/2021	ADM/MONTHLY SVCS PRIV & CONF AUGUST 2021	01-6080L-09	3,310.00
Vendor 10375 - CARMEL & NACCASHA LLP Total:					19,200.60
Vendor: 10384 - CASTELLANOS, MICHAEL					
CASTELLANOS, MICHAEL	74235	09/08/2021	FD/MONTHLY CELL PHONE REIMB	01-6060C-01	45.00
Vendor 10384 - CASTELLANOS, MICHAEL Total:					45.00
Vendor: 12517 - CATASTROPHE RECOVERY SERVICES					
CATASTROPHE RECOVERY SER	74275	09/13/2021	WD/REFUND OF EXCESS DEPOSIT 2884 BURTON RECONST	01-43730-01	(28.00)
CATASTROPHE RECOVERY SER	74275	09/13/2021	WD/REFUND OF EXCESS DEPOSIT 2884 BURTON RECONST	01-43900-01	(3.00)
CATASTROPHE RECOVERY SER	74275	09/13/2021	WD/REFUND OF EXCESS DEPOSIT 2884 BURTON RECONST	11-24200-11	250.00
CATASTROPHE RECOVERY SER	74275	09/13/2021	WD/REFUND OF EXCESS DEPOSIT 2884 BURTON RECONST	11-40500-11	(70.00)
CATASTROPHE RECOVERY SER	74275	09/13/2021	WD/REFUND OF EXCESS DEPOSIT 2884 BURTON RECONST	11-43730-11	(99.50)
Vendor 12517 - CATASTROPHE RECOVERY SERVICES Total:					49.50
Vendor: 12514 - CHANNEL ISLANDS SCUBA, INC.					
CHANNEL ISLANDS SCUBA, INC	74252	09/08/2021	FD/HYDROSTATIC TESTING	01-6220B-01	1,050.00
Vendor 12514 - CHANNEL ISLANDS SCUBA, INC. Total:					1,050.00
Vendor: 10427 - CHARTER COMMUNICATIONS					
CHARTER COMMUNICATIONS	74316	09/21/2021	FD/ADM/WD/WW/BUSINESS INTERNET & VOICE	01-6060I-01	162.50
CHARTER COMMUNICATIONS	74316	09/21/2021	FD/ADM/WD/WW/BUSINESS INTERNET & VOICE	01-6060I-09	478.85
CHARTER COMMUNICATIONS	74316	09/21/2021	FD/ADM/WD/WW/BUSINESS INTERNET & VOICE	01-6060I-09	162.50
CHARTER COMMUNICATIONS	74316	09/21/2021	FD/ADM/WD/WW/BUSINESS INTERNET & VOICE	11-6060I-11	162.50
CHARTER COMMUNICATIONS	74316	09/21/2021	FD/ADM/WD/WW/BUSINESS INTERNET & VOICE	12-6060I-12	162.50
CHARTER COMMUNICATIONS	74316	09/21/2021	WW/BUSINESS INTERNET & VOICE	12-6060I-12	174.97
Vendor 10427 - CHARTER COMMUNICATIONS Total:					1,303.82



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Vendor: 12511 - CHRISTIAN'S MATTRESS XPRESS					
CHRISTIAN'S MATTRESS XPRES	74332	09/21/2021	FD/RETURN MATTRESSES FOR STATION	01-6033F-01	(3,952.65)
CHRISTIAN'S MATTRESS XPRES	74332	09/21/2021	FD/MATTRESSES FOR	01-6033F-01	6,888.90
Vendor 12511 - CHRISTIAN'S MATTRESS XPRESS Total:					2,936.25
Vendor: 10443 - CIO SOLUTIONS, LP					
CIO SOLUTIONS, LP	74236	09/08/2021	ADM/MONTHLY BILLING FOR SEPT 2021	01-60440-09	2,960.00
Vendor 10443 - CIO SOLUTIONS, LP Total:					2,960.00
Vendor: 10445 - CIT BANK, N.A.					
CIT BANK, N.A.	74258	09/08/2021	FD/ADM/WD/WW/MONTHLY IP PHONE	01-6060P-01	333.42
CIT BANK, N.A.	74258	09/08/2021	FD/ADM/WD/WW/MONTHLY IP PHONE	01-6060P-09	206.40
CIT BANK, N.A.	74258	09/08/2021	FD/ADM/WD/WW/MONTHLY IP PHONE	11-6060P-11	113.97
CIT BANK, N.A.	74258	09/08/2021	FD/ADM/WD/WW/MONTHLY IP PHONE	12-6060P-12	113.97
Vendor 10445 - CIT BANK, N.A. Total:					767.76
Vendor: 10449 - CITY CLERKS ASSOC OF CALIFORNIA					
CITY CLERKS ASSOC OF CALIFC	74276	09/13/2021	ADM/MEMBER DUES - OSSANA TERTERIAN	01-60540-09	200.00
Vendor 10449 - CITY CLERKS ASSOC OF CALIFORNIA Total:					200.00
Vendor: 10451 - CITY NATIONAL BANK					
CITY NATIONAL BANK	74259	09/08/2021	WW/PRINC & INT PMT - REVENUE BOND REFI	12-6180C-12	10,396.75
CITY NATIONAL BANK	74259	09/08/2021	WW/PRINC & INT PMT - REVENUE BOND REFI	12-6180N-12	145,000.00
Vendor 10451 - CITY NATIONAL BANK Total:					155,396.75
Vendor: 10463 - CIVIL DESIGN STUDIO INC.					
CIVIL DESIGN STUDIO INC.	74280	09/15/2021	PROS/MISC ENG SVCS PUBLIC RESTROOM FISCALINI RANCH	01-61700-16	3,335.00
Vendor 10463 - CIVIL DESIGN STUDIO INC. Total:					3,335.00
Vendor: 10474 - CLEVELAND BIOLOGICAL, LLC					
CLEVELAND BIOLOGICAL, LLC	74299	09/16/2021	WRF/BIO MONITORING & REPTG FOR AMP 7/5, 7/18	39-6091E-25	3,860.00
CLEVELAND BIOLOGICAL, LLC	74299	09/16/2021	WRF/BIO MONITORING & REPTG FOR AMP 7/31	39-6091E-25	1,930.00
Vendor 10474 - CLEVELAND BIOLOGICAL, LLC Total:					5,790.00
Vendor: 10512 - CORBIN WILLITS SYSTEMS, INC.					
CORBIN WILLITS SYSTEMS, INC	74237	09/08/2021	ADM/MONTHLY SUPPORT AGMT MOM SOFTWARE	01-60440-09	1,299.04
Vendor 10512 - CORBIN WILLITS SYSTEMS, INC. Total:					1,299.04
Vendor: 10515 - CORRPRO COMPANIES, INC.					
CORRPRO COMPANIES, INC.	74220	09/01/2021	WD/ANNUAL CATHODIC PROTECTION INSPECTION	11-6031S-11	3,990.00
Vendor 10515 - CORRPRO COMPANIES, INC. Total:					3,990.00
Vendor: 10543 - CULLIGAN-KITZMAN WATER					
CULLIGAN-KITZMAN WATER	74281	09/15/2021	FD/RO SERVICE HICAP SOFTENER	01-6033B-01	91.50
Vendor 10543 - CULLIGAN-KITZMAN WATER Total:					91.50



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Vendor: 12468 - DATAPROSE LLC					
DATAPROSE LLC	74277	09/13/2021	WD/WW/MAILING & POSTAGE UB LATE NOTICES	11-60510-11	52.78
DATAPROSE LLC	74277	09/13/2021	WD/WW/MAILING & POSTAGE UB LATE NOTICES	11-6080M-11	13.67
DATAPROSE LLC	74277	09/13/2021	WD/WW/MAILING & POSTAGE UB LATE NOTICES	12-60510-12	52.79
DATAPROSE LLC	74277	09/13/2021	WD/WW/MAILING & POSTAGE UB LATE NOTICES	12-6080M-12	13.68
Vendor 12468 - DATAPROSE LLC Total:					132.92
Vendor: 10568 - DAVID CRYE, INC					
DAVID CRYE, INC	74278	09/13/2021	WD/CRUSHER SAND	11-6035R-11	215.15
Vendor 10568 - DAVID CRYE, INC Total:					215.15
Vendor: 10571 - DAVID KEITH TODD CONSULTING					
DAVID KEITH TODD CONSULTI	74373	09/28/2021	WRF/PROFESSIONAL SVC FOR PERMITTING 8/1-8/31/21	40-69100-30	2,907.65
Vendor 10571 - DAVID KEITH TODD CONSULTING Total:					2,907.65
Vendor: 11709 - DIENZO, RAY					
DIENZO, RAY	74238	09/08/2021	WD/WW/SWF/MONTHLY CELL PHONE & INTERNET	11-6060C-11	33.33
DIENZO, RAY	74238	09/08/2021	WD/WW/SWF/MONTHLY CELL PHONE & INTERNET	12-6060C-12	33.33
DIENZO, RAY	74238	09/08/2021	WD/WW/SWF/MONTHLY CELL PHONE & INTERNET	39-6060C-25	33.34
Vendor 11709 - DIENZO, RAY Total:					100.00
Vendor: 10624 - DIGITAL DEPLOYMENT, INC					
DIGITAL DEPLOYMENT, INC	74317	09/21/2021	ADM/STREAMLINE WEB W/ENGAGE MEMBER FEE SEPT 2021	01-6011W-09	260.00
Vendor 10624 - DIGITAL DEPLOYMENT, INC Total:					260.00
Vendor: 10630 - DITCH WITCH WEST					
DITCH WITCH WEST	74221	09/01/2021	WD/VAC TRAILER ANNUAL SERVICE, TIRE REPLACEMENT	11-6041N-11	2,323.16
Vendor 10630 - DITCH WITCH WEST Total:					2,323.16
Vendor: 10927 - DODSON, HALEY					
DODSON, HALEY	74239	09/08/2021	ADM/MONTHLY CELL PHONE & INTERNET REIMB	01-6060C-09	100.00
Vendor 10927 - DODSON, HALEY Total:					100.00
Vendor: 11552 - DUFFIELD, PAMELA					
DUFFIELD, PAMELA	74240	09/08/2021	ADM/MONTHLY CELL PHONE & INTERNET REIMB	01-6060C-09	100.00
Vendor 11552 - DUFFIELD, PAMELA Total:					100.00
Vendor: 10747 - FENCE FACTORY					
FENCE FACTORY	74374	09/28/2021	WD/CONDUIT FOR MOUNTING SCADA ANTENNA	11-60370-11	477.79
Vendor 10747 - FENCE FACTORY Total:					477.79
Vendor: 10748 - FERGUSON ENTERPRISES LLC					
FERGUSON ENTERPRISES LLC	74260	09/08/2021	F&R/FLAMMABLE VAPOR RETROFIT KITS	01-6033B-02	576.38
FERGUSON ENTERPRISES LLC	74318	09/21/2021	F&R/SENSOR KITS FOR PUBLIC RESTROOMS	01-6033B-02	790.84
Vendor 10748 - FERGUSON ENTERPRISES LLC Total:					1,367.22



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Vendor: 10751 - FGL ENVIRONMENTAL INC.					
FGL ENVIRONMENTAL INC.	74222	09/01/2021	WD/INORGANIC ANALYSIS	11-60910-11	110.00
FGL ENVIRONMENTAL INC.	74300	09/16/2021	WW/INORGANIC ANALYSIS	12-60910-12	588.00
FGL ENVIRONMENTAL INC.	74300	09/16/2021	WW/INORGANIC ANALYSIS	12-60910-12	206.00
FGL ENVIRONMENTAL INC.	74300	09/16/2021	WW/INORGANIC & SUPPORT ANALYSIS	12-60910-12	442.00
FGL ENVIRONMENTAL INC.	74300	09/16/2021	WD/INORGANIC ANALYSIS	11-60910-11	110.00
FGL ENVIRONMENTAL INC.	74300	09/16/2021	WD/ORGANIC & SUPPORT ANALYSIS	11-60910-11	518.00
FGL ENVIRONMENTAL INC.	74300	09/16/2021	WW/INORGANIC & SUPPORT ANALYSIS	12-60910-12	218.00
FGL ENVIRONMENTAL INC.	74222	09/01/2021	WD/BACTI & SUPPORT ANALYSIS	11-60910-11	112.00
FGL ENVIRONMENTAL INC.	74300	09/16/2021	WD/BACTI & SUPPORT ANALYSIS	11-60910-11	112.00
FGL ENVIRONMENTAL INC.	74300	09/16/2021	WD/INORGANIC ANALYSIS	11-60910-11	54.00
Vendor 10751 - FGL ENVIRONMENTAL INC. Total:					2,470.00
Vendor: 10772 - FIRST BANKCARD					
FIRST BANKCARD	DFT0000433	09/15/2021	ADM/ZOOM VIDEO SVC	01-61150-09	389.90
FIRST BANKCARD	DFT0000434	09/15/2021	WD/WATER CONSERVATION OUTREACH MATERIALS	11-60530-10	641.23
FIRST BANKCARD	DFT0000434	09/15/2021	WD/FLIGHT WATERSMART INNOV CONF 10/4-10/8 MBLAND	11-6120E-11	176.00
FIRST BANKCARD	DFT0000434	09/15/2021	WD/HOTEL RSRVN WTRSMART INNOV 10/4-10/8 MBLAND	11-6120E-11	84.75
FIRST BANKCARD	DFT0000434	09/15/2021	WD/FLIGHT WATERSMART INNOV CONF 10/4-10/8 MBLAND	11-6120E-11	75.20
FIRST BANKCARD	DFT0000434	09/15/2021	WD/CREDIT FOR CANCELLED FLIGHT RESERVATION	11-6120E-11	(75.20)
FIRST BANKCARD	DFT0000432	09/15/2021	FD/FULCRUM MONTHLY SUBSCRIPTION	01-60540-01	28.00
FIRST BANKCARD	DFT0000432	09/15/2021	FD/GAS FUEL	01-60960-01	124.95
Vendor 10772 - FIRST BANKCARD Total:					1,444.83
Vendor: 12499 - FORD MOTOR CREDIT COMPANY					
FORD MOTOR CREDIT COMPA	74301	09/16/2021	F&R/LEASE PMT 2021 FORD F-350 LEASE #9109303	01-6180H-02	173.20
FORD MOTOR CREDIT COMPA	74301	09/16/2021	F&R/LEASE PMT 2021 FORD F-350 LEASE #9109303	01-6180J-02	762.79
Vendor 12499 - FORD MOTOR CREDIT COMPANY Total:					935.99
Vendor: 12437 - GAIL K. TSUBOI					
GAIL K. TSUBOI	74389	09/29/2021	ADM/STRAT PLNG MTG RECORDNG & TRNSCRPTION 8/3/21	01-6080M-09	1,850.00
Vendor 12437 - GAIL K. TSUBOI Total:					1,850.00
Vendor: 12521 - GARNEY, ARTHUR					
GARNEY, ARTHUR	74282	09/15/2021	WD/REIMB DISTRIBUTION & TREATMENT CERT RENEWALS	11-6120E-11	170.00
Vendor 12521 - GARNEY, ARTHUR Total:					170.00
Vendor: 10845 - GEO SOLUTIONS, INC.					



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GEO SOLUTIONS, INC.	74261	09/08/2021	WD/COMPACTION TESTING & CLASS II BASE ANALYSIS	11-6035R-11	900.40
Vendor 10845 - GEO SOLUTIONS, INC. Total:					900.40
Vendor: 10847 - GERBER'S AUTO SERVICE					
GERBER'S AUTO SERVICE	74223	09/01/2021	WD/SMOG INSPECTION 2013 FORD F250 SUPER DUTY	11-6041L-11	45.75
GERBER'S AUTO SERVICE	74223	09/01/2021	WD/SMOG INSP, REPLACE FUZE, 2005 FORD F150	11-6041L-11	99.30
GERBER'S AUTO SERVICE	74319	09/21/2021	FD/TIRE UNMOUNTING 2003 F350XLT	01-6041L-01	105.00
Vendor 10847 - GERBER'S AUTO SERVICE Total:					250.05
Vendor: 12503 - GERSENY, MEGAN					
GERSENY, MEGAN	74320	09/21/2021	WD/REIMB FOR PURCHASE OF SURFACE PRO CASE	11-60500-11	31.20
Vendor 12503 - GERSENY, MEGAN Total:					31.20
Vendor: 10850 - GIBSON, JOHNATHAN					
GIBSON, JOHNATHAN	74241	09/08/2021	FD/MONTHLY CELL PHONE REIMB	01-6060C-01	45.00
Vendor 10850 - GIBSON, JOHNATHAN Total:					45.00
Vendor: 10863 - GOLD COAST ENVIRONMENTAL					
GOLD COAST ENVIRONMENTAL	74224	09/01/2021	WW/FLOW METER CALIBRATION	12-6032T-12	4,205.00
Vendor 10863 - GOLD COAST ENVIRONMENTAL Total:					4,205.00
Vendor: 10877 - GOWDY ELECTRIC					
GOWDY ELECTRIC	74262	09/08/2021	WD/TROUBLESHOOT & REPAIR PHONE LINE ISSUES	11-6060P-11	183.75
GOWDY ELECTRIC	74262	09/08/2021	F&R/INST COMM CVER PLATES & PHONE JACKS	01-6033Z-02	303.64
Vendor 10877 - GOWDY ELECTRIC Total:					487.39
Vendor: 10883 - GRAINGER					
GRAINGER	74302	09/16/2021	WW/ADAPTERS, POST BASES	12-6032T-12	129.33
GRAINGER	74302	09/16/2021	WRF/FILTERS	39-60900-25	63.34
GRAINGER	74321	09/21/2021	WW/MISC PARTS	12-6032T-12	79.67
Vendor 10883 - GRAINGER Total:					272.34
Vendor: 10886 - GRANICUS					
GRANICUS	74303	09/16/2021	ADM/NOVUS AGENDA ANNUAL SUBSCRPTN 10/8/21- 10/8/22	01-60540-09	4,200.00
Vendor 10886 - GRANICUS Total:					4,200.00
Vendor: 12501 - GRAVES, KAYLA					
GRAVES, KAYLA	74242	09/08/2021	FD/MONTHLY CELL PHONE REIMB	01-6060C-01	45.00
Vendor 12501 - GRAVES, KAYLA Total:					45.00
Vendor: 10896 - GREEN, JAMES R					
GREEN, JAMES R	74243	09/08/2021	WD/SWF/MONTHLY CELL PHONE & INTERNET REIMB	11-6060C-11	80.00
GREEN, JAMES R	74243	09/08/2021	WD/SWF/MONTHLY CELL PHONE & INTERNET REIMB	39-6060C-25	20.00
Vendor 10896 - GREEN, JAMES R Total:					100.00
Vendor: 10947 - HARRINGTON INDUSTRIAL PLASTICS LLC					
HARRINGTON INDUSTRIAL PL	74322	09/21/2021	WW/REPLACEMENT SHAFT FOR DRUM PUMP, IMPELLER	12-6032T-12	109.62



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Vendor 10947 - HARRINGTON INDUSTRIAL PLASTICS LLC Total:					109.62
Vendor: 10962 - HARVEY'S HONEYHUTS					
HARVEY'S HONEYHUTS	74304	09/16/2021	WD/F&R/TOILET,HNDWSH	01-6033Z-02	82.58
			STN RDEO GRDS RD 7/31-8/30/21		
HARVEY'S HONEYHUTS	74304	09/16/2021	WD/F&R/TOILET,HNDWSH	11-6033Z-11	82.57
			STN RDEO GRDS RD 7/31-8/30/21		
Vendor 10962 - HARVEY'S HONEYHUTS Total:					165.15
Vendor: 10972 - HD SUPPLY FACILITIES MAINTENANCE					
HD SUPPLY FACILITIES MAINTI	74225	09/01/2021	WD/SUPPLIES FOR WELL	11-6031W-11	1,428.25
			LEVEL MONITORING		
Vendor 10972 - HD SUPPLY FACILITIES MAINTENANCE Total:					1,428.25
Vendor: 11003 - HOLLINGSWORTH, WILLIAM					
HOLLINGSWORTH, WILLIAM	74244	09/08/2021	FD/MONTHLY INTERNET	01-6060C-01	55.00
Vendor 11003 - HOLLINGSWORTH, WILLIAM Total:					55.00
Vendor: 11005 - HOME DEPOT CREDIT SERVICE					
HOME DEPOT CREDIT SERVICE	74293	09/15/2021	WD/QUIKRETE CONCRETE	11-6035V-11	92.09
HOME DEPOT CREDIT SERVICE	74293	09/15/2021	WW/MATS, CLAMPS	12-6032C-12	79.38
HOME DEPOT CREDIT SERVICE	74293	09/15/2021	F&R/LAUNDRY SINK RODEO	01-6033Z-02	194.66
			GRNDS RD REPAIRS		
HOME DEPOT CREDIT SERVICE	74293	09/15/2021	FD/SANDPAPER, RAGS,	01-60900-01	247.72
			STAIN, WOOD STRIPS		
HOME DEPOT CREDIT SERVICE	74293	09/15/2021	WD/LUMBER, BLADES	11-6035V-11	128.40
HOME DEPOT CREDIT SERVICE	74293	09/15/2021	WD/REFUND PALLET FEE	11-6035V-11	(16.32)
HOME DEPOT CREDIT SERVICE	74293	09/15/2021	F&R/REFRIG, MICROWAVE,	01-6033Z-02	1,943.33
			WASHER RODEO GRNDS		
			REPAIR		
HOME DEPOT CREDIT SERVICE	74293	09/15/2021	FD/LUMBER	01-60900-01	126.40
HOME DEPOT CREDIT SERVICE	74293	09/15/2021	F&R/MOULDING RODEO	01-6033Z-02	355.35
			GRNDS RD REPAIR		
HOME DEPOT CREDIT SERVICE	74293	09/15/2021	FD/PENCILS, TRIM	01-60900-01	47.36
HOME DEPOT CREDIT SERVICE	74293	09/15/2021	FD/WINDOW SHADES	01-6220E-01	487.69
HOME DEPOT CREDIT SERVICE	74293	09/15/2021	F&R/PAINT & SUPPLIES	01-6033Z-02	266.43
			RODEO GRNDS RD REPAIRS		
HOME DEPOT CREDIT SERVICE	74293	09/15/2021	FD/BUCKETS	01-60900-01	5.39
HOME DEPOT CREDIT SERVICE	74293	09/15/2021	WD/MISC SUPPLIES	11-6035L-11	150.88
HOME DEPOT CREDIT SERVICE	74293	09/15/2021	WD/MISC SUPPLIES	11-60500-11	22.19
HOME DEPOT CREDIT SERVICE	74293	09/15/2021	WD/MISC SUPPLIES	11-60900-11	301.76
HOME DEPOT CREDIT SERVICE	74293	09/15/2021	FD/LUMBER	01-60900-01	179.64
HOME DEPOT CREDIT SERVICE	74293	09/15/2021	FD/MISC SUPPLIES	01-60900-01	46.57
HOME DEPOT CREDIT SERVICE	74293	09/15/2021	FD/TUBE LIGHT BULBS	01-60900-01	32.15
HOME DEPOT CREDIT SERVICE	74293	09/15/2021	FD/MISC SUPPLIES	01-60900-01	95.45
HOME DEPOT CREDIT SERVICE	74293	09/15/2021	WD/TOOL BOX, PAINT	11-6031V-11	31.81
Vendor 11005 - HOME DEPOT CREDIT SERVICE Total:					4,818.33
Vendor: 11052 - INNOVATIVE CONCEPTS					
INNOVATIVE CONCEPTS	74253	09/08/2021	FD/ADM/BUSINESS WEBSITE	01-60440-01	25.00
			HOSTING		
INNOVATIVE CONCEPTS	74253	09/08/2021	FD/ADM/BUSINESS WEBSITE	01-60440-09	25.00
			HOSTING		
Vendor 11052 - INNOVATIVE CONCEPTS Total:					50.00
Vendor: 11072 - J B DEWAR INC.					
J B DEWAR INC.	74230	09/07/2021	F&R/461.50 GALS GAS	01-60960-02	1,860.17
J B DEWAR INC.	74230	09/07/2021	FD/152.90 GALS DIESEL	01-60960-01	648.30



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J B DEWAR INC.	74295	09/16/2021	FD/100.00 GALS GAS; 110.10 GALS DIESEL	01-60960-01	890.32
J B DEWAR INC.	74295	09/16/2021	F&R/328.10 GALS GAS	01-60960-02	1,342.94
J B DEWAR INC.	74394	09/29/2021	FD/133.40 GALS DIESEL	01-60960-01	580.39
J B DEWAR INC.	74394	09/29/2021	F&R/460.40 GALS GAS; 141.40 GALS DIESEL	01-60960-02	2,494.46
Vendor 11072 - J B DEWAR INC. Total:					7,816.58
Vendor: 12513 - KAMAN INDUSTRIAL TECHNOLOGIES					
KAMAN INDUSTRIAL TECHNOI	74323	09/21/2021	WW/BEARINGS FOR WATER PUMPS	12-6032T-12	318.41
KAMAN INDUSTRIAL TECHNOI	74323	09/21/2021	WW/RETURN BEARINGS	12-6032L-12	(249.79)
KAMAN INDUSTRIAL TECHNOI	74323	09/21/2021	WW/BEARINGS FOR WATER PUMPS	12-6032T-12	285.75
KAMAN INDUSTRIAL TECHNOI	74283	09/15/2021	WW/BEARINGS & SEALS FOR PUMP AT LS-B-1	12-6032L-12	785.72
Vendor 12513 - KAMAN INDUSTRIAL TECHNOLOGIES Total:					1,140.09
Vendor: 12524 - KENT WEINMEISTER / LISA ONDIEKI					
KENT WEINMEISTER / LISA ON	74375	09/28/2021	WD/REFUND DEPOSIT APN 022.243.023 599 LEIGHTON	11-24200-11	250.00
KENT WEINMEISTER / LISA ON	74375	09/28/2021	WD/REFUND DEPOSIT APN 022.243.023 599 LEIGHTON	11-40500-11	(60.00)
Vendor 12524 - KENT WEINMEISTER / LISA ONDIEKI Total:					190.00
Vendor: 11199 - L.N. CURTIS & SONS					
L.N. CURTIS & SONS	74324	09/21/2021	FD/HELMET FRONT	01-60940-01	69.71
L.N. CURTIS & SONS	74324	09/21/2021	FD/HELMET	01-6220P-01	348.56
L.N. CURTIS & SONS	74324	09/21/2021	FD/PATCH	01-60940-01	88.52
Vendor 11199 - L.N. CURTIS & SONS Total:					506.79
Vendor: 11238 - LIBERTY COMPOSTING, INC.					
LIBERTY COMPOSTING, INC.	74376	09/28/2021	WW/TIPPING FEES BIOSOLIDS AUG 2021	12-6032S-12	5,628.56
Vendor 11238 - LIBERTY COMPOSTING, INC. Total:					5,628.56
Vendor: 11241 - LIEBERT CASSIDY WHITMORE					
LIEBERT CASSIDY WHITMORE	74390	09/29/2021	ADM/REGIST FOR HR TRAINING RECORDING HDODSON	01-6120E-09	75.00
LIEBERT CASSIDY WHITMORE	74377	09/28/2021	ADM/CLIENT/MATTER CA131- 00001 THROUGH 8/31/21	01-6080L-09	1,955.00
Vendor 11241 - LIEBERT CASSIDY WHITMORE Total:					2,030.00
Vendor: 11242 - LIFE-ASSIST, INC.					
LIFE-ASSIST, INC.	74378	09/28/2021	FD/EMERGENCY MEDICAL SUPPLIES	01-60890-01	6.47
LIFE-ASSIST, INC.	74378	09/28/2021	FD/RETURN EMERGENCY MEDICAL SUPPLIES	01-60890-01	(716.79)
LIFE-ASSIST, INC.	74378	09/28/2021	FD/EMERGENCY MEDICAL SUPPLIES	01-60890-01	386.45
LIFE-ASSIST, INC.	74378	09/28/2021	FD/EMERGENCY MEDICAL SUPPLIES	01-60890-01	9.16
LIFE-ASSIST, INC.	74378	09/28/2021	FD/EMERGENCY MEDICAL SUPPLIES - PPE GRANT	01-6089A-01	5,527.47
LIFE-ASSIST, INC.	74378	09/28/2021	FD/EMERGENCY MEDICAL SUPPLIES	01-60890-01	189.94
LIFE-ASSIST, INC.	74378	09/28/2021	FD/EMERGENCY MEDICAL SUPPLIES	01-60890-01	60.06



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			SUPPLIES		
			Vendor 11242 - LIFE-ASSIST, INC. Total:		5,462.76
Vendor: 11296 - MALONEY, RYAN S					
MALONEY, RYAN S	74245	09/08/2021	FD/MONTHLY CELL PHONE REIMB	01-6060C-01	45.00
			Vendor 11296 - MALONEY, RYAN S Total:		45.00
Vendor: 11306 - MARILYN MCGUIRE SNIDER					
MARILYN MCGUIRE SNIDER	74391	09/29/2021	ADM/FEE FOR STRATEGIC PLNG WRKSHP VIA ZOOM	01-6080M-09	3,150.00
			Vendor 11306 - MARILYN MCGUIRE SNIDER Total:		3,150.00
Vendor: 12472 - MCCLATCHY COMPANY LLC					
MCCLATCHY COMPANY LLC	74284	09/15/2021	ADM/LEGAL NOTICE AD IN CAMBRIAN	01-6011I-09	200.00
			Vendor 12472 - MCCLATCHY COMPANY LLC Total:		200.00
Vendor: 11365 - MEL'S LOCK & KEY					
MEL'S LOCK & KEY	74226	09/01/2021	ADM/ADJ FILE CABINET LOCK	01-6033B-09	40.00
			Vendor 11365 - MEL'S LOCK & KEY Total:		40.00
Vendor: 11372 - MENDOZA, CARLOS					
MENDOZA, CARLOS	74246	09/08/2021	F&R/MONTHLY CELL PHONE & INTERNET REIMB	01-6060C-02	100.00
			Vendor 11372 - MENDOZA, CARLOS Total:		100.00
Vendor: 11387 - MICHELLE DYER					
MICHELLE DYER	74325	09/21/2021	WW/SERVICE SAFETY CABINETS	12-60480-12	85.00
MICHELLE DYER	74379	09/28/2021	WD/SPRAY LUBRICANT	11-60900-11	213.43
			Vendor 11387 - MICHELLE DYER Total:		298.43
Vendor: 11407 - MISSION LINEN SUPPLY					
MISSION LINEN SUPPLY	74254	09/08/2021	WD/TOWELS	11-6033B-11	8.40
MISSION LINEN SUPPLY	74254	09/08/2021	WD/TOWELS	11-6033B-11	8.40
MISSION LINEN SUPPLY	74285	09/15/2021	WD/SHIRT WITH CCSD LOGO RDIENZO	11-66100-11	56.86
MISSION LINEN SUPPLY	74285	09/15/2021	WD/SHIRT & JACKET WITH CCSD LOGO MGERSENY	11-66100-11	106.75
MISSION LINEN SUPPLY	74285	09/15/2021	WD/SHIRT & JACKET WITH CCSD LOGO MBLAND	11-66100-11	106.75
MISSION LINEN SUPPLY	74285	09/15/2021	WW/ANNUAL UNIFORMS FOR STAFF PER MOU	12-60940-12	2,546.33
MISSION LINEN SUPPLY	74254	09/08/2021	WD/TOWELS	11-6033B-11	8.40
MISSION LINEN SUPPLY	74254	09/08/2021	WD/TOWELS	11-6033B-11	8.40
MISSION LINEN SUPPLY	74254	09/08/2021	WD/TOWELS	11-6033B-11	8.40
MISSION LINEN SUPPLY	74254	09/08/2021	WD/TOWELS	11-6033B-11	8.40
			Vendor 11407 - MISSION LINEN SUPPLY Total:		2,867.09
Vendor: 11474 - NAVIA BENEFIT SOLUTIONS, INC.					
NAVIA BENEFIT SOLUTIONS, INC.	74380	09/28/2021	ADM/CAFETERIA PLAN ADMINISTRATION SEPT 2021	01-60860-09	329.00
			Vendor 11474 - NAVIA BENEFIT SOLUTIONS, INC. Total:		329.00
Vendor: 11492 - NOBLE SAW, INC.					
NOBLE SAW, INC.	74381	09/28/2021	F&R/CHAIN SAW BAR	01-60900-02	39.14
			Vendor 11492 - NOBLE SAW, INC. Total:		39.14
Vendor: 11519 - OFFICE DEPOT, INC.					
OFFICE DEPOT, INC.	74326	09/21/2021	ADM/COPY PAPER	01-60500-09	262.69
			Vendor 11519 - OFFICE DEPOT, INC. Total:		262.69
Vendor: 11520 - OFFICE1					
OFFICE1	74286	09/15/2021	ADM/COPIER CONTRACT	01-60440-09	467.74



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OFFICE1	74286	09/15/2021	BASE & OVERAGE CHARGES FD/COPIER CONTRACT BASE & OVERAGE CHARGES	01-60440-01	159.01
Vendor 11520 - OFFICE1 Total:					626.75
Vendor: 11512 - O'MARR, TIMOTHY					
O'MARR, TIMOTHY	74382	09/28/2021	WW/REIMB TRAINING FEES, CSM GR3 CERT RENEWAL	12-6120E-12	260.44
Vendor 11512 - O'MARR, TIMOTHY Total:					260.44
Vendor: 12277 - PACIFIC EQUIPMENT					
PACIFIC EQUIPMENT	74327	09/21/2021	F&R/EQUIPMENT PARTS	01-6041N-02	427.10
Vendor 12277 - PACIFIC EQUIPMENT Total:					427.10
Vendor: 11543 - PACIFIC GAS & ELECTRIC					
PACIFIC GAS & ELECTRIC	DFT0000419	09/13/2021	WW/ELEC SVC VARIOUS LIFT STATIONS	12-6060E-12	23,711.37
PACIFIC GAS & ELECTRIC	DFT0000420	09/13/2021	SWF/ELEC SVC SAN SIMEON CRK RD	39-6060E-25	56.84
PACIFIC GAS & ELECTRIC	DFT0000421	09/13/2021	WRF/ELEC SVC SAN SIMEON CRK RD UNIT 1	39-6060E-25	656.81
PACIFIC GAS & ELECTRIC	DFT0000422	09/13/2021	WD/ELEC SVC VAN GORDON CRK RD	11-6060E-11	9.85
PACIFIC GAS & ELECTRIC	DFT0000423	09/13/2021	ALL/ELEC SVC GENERAL METERS	01-6060E-01	785.33
PACIFIC GAS & ELECTRIC	DFT0000423	09/13/2021	ALL/ELEC SVC GENERAL METERS	01-6060E-02	25.38
PACIFIC GAS & ELECTRIC	DFT0000423	09/13/2021	ALL/ELEC SVC GENERAL METERS	01-6060E-02	33.38
PACIFIC GAS & ELECTRIC	DFT0000423	09/13/2021	ALL/ELEC SVC GENERAL METERS	01-6060E-02	312.46
PACIFIC GAS & ELECTRIC	DFT0000423	09/13/2021	ALL/ELEC SVC GENERAL METERS	01-6060E-02	1,146.87
PACIFIC GAS & ELECTRIC	DFT0000423	09/13/2021	ALL/ELEC SVC GENERAL METERS	01-6060E-09	216.44
PACIFIC GAS & ELECTRIC	DFT0000423	09/13/2021	ALL/ELEC SVC GENERAL METERS	01-6060E-09	386.92
PACIFIC GAS & ELECTRIC	DFT0000431	09/13/2021	WD/ELEC SVC VARIOUS	11-6060E-11	8,658.24
PACIFIC GAS & ELECTRIC	DFT0000424	09/13/2021	WD/ELEC SVC 2820 SANTA ROSA CRK RD	11-6060E-11	2,662.55
PACIFIC GAS & ELECTRIC	DFT0000425	09/13/2021	WRF/ELEC SVC SAN SIMEON CRK RD UNIT 2	39-6060E-25	55.85
Vendor 11543 - PACIFIC GAS & ELECTRIC Total:					38,718.29
Vendor: 11564 - PASO PRINTERS					
PASO PRINTERS	74383	09/28/2021	ADM/PRINTING FORMS	01-60530-09	913.50
Vendor 11564 - PASO PRINTERS Total:					913.50
Vendor: 11566 - PASO ROBLES FORD					
PASO ROBLES FORD	74384	09/28/2021	WD/OIL CHANGE 2012 F250	11-6041L-11	72.65
Vendor 11566 - PASO ROBLES FORD Total:					72.65
Vendor: 12520 - PETERS, STEVE					
PETERS, STEVE	74287	09/15/2021	WD/REFND EXCESS DEP-SVC LINE REPLACE 2601 SHERWOOD	11-24200-11	5,000.00
PETERS, STEVE	74287	09/15/2021	WD/REFND EXCESS DEP-SVC LINE REPLACE 2601 SHERWOOD	11-40140-11	(3,624.00)
PETERS, STEVE	74287	09/15/2021	WD/REFND EXCESS DEP-SVC LINE REPLACE 2601 SHERWOOD	11-40500-11	(362.40)
Vendor 12520 - PETERS, STEVE Total:					1,013.60



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Vendor: 12516 - PIPING TECHNOLOGY & PRODUCTS, INC.					
PIPING TECHNOLOGY & PROD	74227	09/01/2021	WW/U-BOLT	12-6032T-12	157.11
Vendor 12516 - PIPING TECHNOLOGY & PRODUCTS, INC. Total:					157.11
Vendor: 12452 - PITNEY BOWES GLOBAL FINANCIAL SVCS LLC					
PITNEY BOWES GLOBAL FINAN	74328	09/21/2021	ADM/QUARTERLY LEASE POSTAGE MACHINE 7/12- 10/11/21	01-60700-09	148.20
Vendor 12452 - PITNEY BOWES GLOBAL FINANCIAL SVCS LLC Total:					148.20
Vendor: 11663 - PROCARE JANITORIAL SUPPLY					
PROCARE JANITORIAL SUPPLY	74228	09/01/2021	ADM/PAPER TOWELS	01-60900-09	256.92
PROCARE JANITORIAL SUPPLY	74228	09/01/2021	F&R/BATH TISSUE, CAN LINERS, SOAP	01-60900-02	550.54
PROCARE JANITORIAL SUPPLY	74288	09/15/2021	F&R/BATH TISSUE	01-60900-02	397.49
PROCARE JANITORIAL SUPPLY	74288	09/15/2021	F&R/TISSUE, TOWEL DISPENSER	01-60900-02	246.65
Vendor 11663 - PROCARE JANITORIAL SUPPLY Total:					1,451.60
Vendor: 11666 - PROFESSIONAL WATER TECHNOLOGIES					
PROFESSIONAL WATER TECHN	74289	09/15/2021	WRF/UF MODULE REPAIR KIT	39-60900-25	166.54
Vendor 11666 - PROFESSIONAL WATER TECHNOLOGIES Total:					166.54
Vendor: 11690 - QUINN RENTAL SERVICE					
QUINN RENTAL SERVICE	74263	09/08/2021	WD/VAC TRAILER RENTAL	11-60400-11	3,385.91
Vendor 11690 - QUINN RENTAL SERVICE Total:					3,385.91
Vendor: 11712 - READY REFRESH					
READY REFRESH	74264	09/08/2021	WW/WD/DRINKING WATER	11-60500-11	99.42
READY REFRESH	74264	09/08/2021	WW/WD/DRINKING WATER	12-60500-12	99.41
Vendor 11712 - READY REFRESH Total:					198.83
Vendor: 11731 - RETIREE00					
RETIREE00	74337	09/23/2021	WD/MONTHLY HEALTH INSURANCE REIMB	11-51210-11	451.95
Vendor 11731 - RETIREE00 Total:					451.95
Vendor: 11732 - RETIREE01					
RETIREE01	74338	09/23/2021	WW/MONTHLY HEALTH INSURANCE REIMB	12-51210-12	451.95
Vendor 11732 - RETIREE01 Total:					451.95
Vendor: 11733 - RETIREE02					
RETIREE02	74339	09/23/2021	F&R/MONTHLY HEALTH INSURANCE REIMB	01-51210-02	522.71
Vendor 11733 - RETIREE02 Total:					522.71
Vendor: 11735 - RETIREE04					
RETIREE04	74340	09/23/2021	ADM/MONTHLY HEALTH INSURANCE REIMB	01-51210-09	154.47
Vendor 11735 - RETIREE04 Total:					154.47
Vendor: 11736 - RETIREE05					
RETIREE05	74341	09/23/2021	WW/MONTHLY HEALTH INSURANCE REIMB	12-51210-12	181.06
Vendor 11736 - RETIREE05 Total:					181.06
Vendor: 11737 - RETIREE06					
RETIREE06	74342	09/23/2021	WD/MONTHLY HEALTH INSURANCE REIMB	11-51210-11	154.47
Vendor 11737 - RETIREE06 Total:					154.47
Vendor: 11738 - RETIREE07					
RETIREE07	74343	09/23/2021	WD/MONTHLY HEALTH	11-51210-11	154.47



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			INSURANCE REIMB		
				Vendor 11738 - RETIREE07 Total:	154.47
Vendor: 11739 - RETIREE08					
RETIREE08	74344	09/23/2021	WD/MONTHLY HEALTH INSURANCE REIMB	11-51210-11	121.83
				Vendor 11739 - RETIREE08 Total:	121.83
Vendor: 11740 - RETIREE09					
RETIREE09	74345	09/23/2021	ADM/MONTHLY HEALTH INSURANCE REIMB	01-51210-09	154.47
				Vendor 11740 - RETIREE09 Total:	154.47
Vendor: 11741 - RETIREE10					
RETIREE10	74346	09/23/2021	ADM/MONTHLY HEALTH INSURANCE REIMB	01-51210-09	154.47
				Vendor 11741 - RETIREE10 Total:	154.47
Vendor: 11742 - RETIREE11					
RETIREE11	74347	09/23/2021	ADM/MONTHLY HEALTH INSURANCE REIMB	01-51210-09	154.47
				Vendor 11742 - RETIREE11 Total:	154.47
Vendor: 11743 - RETIREE12					
RETIREE12	74348	09/23/2021	WW/MONTHLY HEALTH INSURANCE REIMB	12-51210-12	1,149.29
				Vendor 11743 - RETIREE12 Total:	1,149.29
Vendor: 11744 - RETIREE13					
RETIREE13	74349	09/23/2021	FD/MONTHLY HEALTH INSURANCE REIMB	01-51210-01	154.47
				Vendor 11744 - RETIREE13 Total:	154.47
Vendor: 11745 - RETIREE14					
RETIREE14	74350	09/23/2021	F&R/MONTHLY HEALTH INSURANCE REIMB	01-51210-02	154.47
				Vendor 11745 - RETIREE14 Total:	154.47
Vendor: 11746 - RETIREE15					
RETIREE15	74351	09/23/2021	FD/MONTHLY HEALTH INSURANCE REIMB	01-51210-01	181.06
				Vendor 11746 - RETIREE15 Total:	181.06
Vendor: 11747 - RETIREE16					
RETIREE16	74352	09/23/2021	WD/MONTHLY HEALTH INSURANCE REIMB	11-51210-11	505.13
				Vendor 11747 - RETIREE16 Total:	505.13
Vendor: 11748 - RETIREE17					
RETIREE17	74353	09/23/2021	ADM/MONTHLY HEALTH INSURANCE REIMB	01-51210-09	451.95
				Vendor 11748 - RETIREE17 Total:	451.95
Vendor: 11750 - RETIREE19					
RETIREE19	74354	09/23/2021	FD/MONTHLY HEALTH INSURANCE REIMB	01-51210-01	451.95
				Vendor 11750 - RETIREE19 Total:	451.95
Vendor: 11751 - RETIREE20					
RETIREE20	74355	09/23/2021	WW/MONTHLY HEALTH INSURANCE REIMB	12-51210-12	154.47
				Vendor 11751 - RETIREE20 Total:	154.47
Vendor: 11752 - RETIREE21					
RETIREE21	74356	09/23/2021	WW/MONTHLY HEALTH	12-51210-12	181.06



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			INSURANCE REIMB		
Vendor 11752 - RETIREE21 Total:					181.06
Vendor: 11753 - RETIREE22					
RETIREE22	74357	09/23/2021	WW/MONTHLY HEALTH INSURANCE REIMB	12-51210-12	451.95
Vendor 11753 - RETIREE22 Total:					451.95
Vendor: 11755 - RETIREE24					
RETIREE24	74358	09/23/2021	F&R/MONTHLY HEALTH INSURANCE REIMB	01-51210-02	181.06
Vendor 11755 - RETIREE24 Total:					181.06
Vendor: 11757 - RETIREE26					
RETIREE26	74359	09/23/2021	ADM/MONTHLY HEALTH INSURANCE REIMB	01-51210-09	839.63
Vendor 11757 - RETIREE26 Total:					839.63
Vendor: 11758 - RETIREE27					
RETIREE27	74360	09/23/2021	FD/MONTHLY HEALTH INSURANCE REIMB	01-51210-01	820.19
Vendor 11758 - RETIREE27 Total:					820.19
Vendor: 11759 - RETIREE28					
RETIREE28	74361	09/23/2021	F&R/MONTHLY HEALTH INSURANCE REIMB	01-51210-02	451.95
Vendor 11759 - RETIREE28 Total:					451.95
Vendor: 11761 - RETIREE30					
RETIREE30	74362	09/23/2021	WD/MONTHLY HEALTH INSURANCE REIMB	11-51210-11	503.14
Vendor 11761 - RETIREE30 Total:					503.14
Vendor: 11762 - RETIREE31					
RETIREE31	74363	09/23/2021	ADM/MONTHLY HEALTH INSURANCE REIMB	01-51210-09	154.47
Vendor 11762 - RETIREE31 Total:					154.47
Vendor: 11763 - RETIREE32					
RETIREE32	74364	09/23/2021	ADM/MONTHLY HEALTH INSURANCE REIMB	01-51210-09	451.95
Vendor 11763 - RETIREE32 Total:					451.95
Vendor: 11764 - RETIREE33					
RETIREE33	74365	09/23/2021	ADM/MONTHLY HEALTH INSURANCE REIMB	01-51210-09	522.71
Vendor 11764 - RETIREE33 Total:					522.71
Vendor: 11765 - RETIREE34					
RETIREE34	74366	09/23/2021	FD/MONTHLY HEALTH INSURANCE REIMB	01-51210-01	121.83
Vendor 11765 - RETIREE34 Total:					121.83
Vendor: 11767 - RETIREE36					
RETIREE36	74367	09/23/2021	ADM/MONTHLY HEALTH INSURANCE REIMB	01-51210-09	667.76
Vendor 11767 - RETIREE36 Total:					667.76
Vendor: 11768 - RETIREE37					
RETIREE37	74368	09/23/2021	ADM/WD/WW/MONTHLY HEALTH INSURANCE REIMB	01-51210-09	55.31
RETIREE37	74368	09/23/2021	ADM/WD/WW/MONTHLY HEALTH INSURANCE REIMB	11-51210-11	719.06
RETIREE37	74368	09/23/2021	ADM/WD/WW/MONTHLY HEALTH INSURANCE REIMB	12-51210-12	331.88



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Vendor: 11768 - RETIREE37 Total:					1,106.25
Vendor: 11769 - RETIREE38					
RETIREE38	74369	09/23/2021	WD/MONTHLY HEALTH INSURANCE REIMB	11-51210-11	1,587.85
Vendor 11769 - RETIREE38 Total:					1,587.85
Vendor: 11770 - RETIREE39					
RETIREE39	74370	09/23/2021	ADM/MONTHLY HEALTH INSURANCE REIMB	01-51210-09	522.71
Vendor 11770 - RETIREE39 Total:					522.71
Vendor: 12518 - SCREEN AND SHADE COMPANY					
SCREEN AND SHADE COMPAN	74290	09/15/2021	FD/SCREEN PARTS-RESCREEN	01-6033Z-01	62.63
Vendor 12518 - SCREEN AND SHADE COMPANY Total:					62.63
Vendor: 11969 - SLO COUNTY CLERK-RECORDER					
SLO COUNTY CLERK-RECORDE	1141	09/23/2021	F&R/REFUND SEC & KEY DEP - VETS HALL RENTAL 9/14	01-24200-02	50.00
SLO COUNTY CLERK-RECORDE	1141	09/23/2021	F&R/REFUND SEC & KEY DEP - VETS HALL RENTAL 9/14	01-24210-02	20.00
Vendor 11969 - SLO COUNTY CLERK-RECORDER Total:					70.00
Vendor: 11966 - SLO COUNTY ENVIRONMENTAL HEALTH					
SLO COUNTY ENVIRONMENTA	74392	09/29/2021	WD/CHARGEABLE REPORT WRITING/CORRESPONDENCE	11-60550-11	731.50
Vendor 11966 - SLO COUNTY ENVIRONMENTAL HEALTH Total:					731.50
Vendor: 11977 - SLO COUNTY PLANNING DEPT.					
SLO COUNTY PLANNING DEPT	DFT0000479	09/30/2021	PROS/PRE-APPLICTN MTG FEE SKATE PARK PRE2021-	01-61700-16	696.49
Vendor 11977 - SLO COUNTY PLANNING DEPT. Total:					696.49
Vendor: 12478 - SO CAL GAS					
SO CAL GAS	DFT0000426	09/08/2021	F&R/GAS SVC VETS HALL	01-6060G-02	113.25
SO CAL GAS	DFT0000427	09/08/2021	FD/GAS SVC 2850 BURTON	01-6060G-01	133.21
SO CAL GAS	DFT0000428	09/08/2021	FD/GAS SVC 5500 HEATH LANE #B	01-6060G-01	34.44
SO CAL GAS	DFT0000429	09/08/2021	FD/GAS SVC 5490 HEATH	01-6060G-01	4.65
SO CAL GAS	DFT0000430	09/08/2021	WW/WD/GAS SVC 5500 HEATH LANE	11-6060G-11	19.54
SO CAL GAS	DFT0000430	09/08/2021	WW/WD/GAS SVC 5500 HEATH LANE	12-6060G-12	19.54
Vendor 12478 - SO CAL GAS Total:					324.63
Vendor: 12012 - SOUTH COAST EMERGENCY VEHICLE SERVICES					
SOUTH COAST EMERGENCY VI	74291	09/15/2021	FD/REPAIRS ON PUMPER TRUCK 5792	01-6041L-01	4,553.72
Vendor 12012 - SOUTH COAST EMERGENCY VEHICLE SERVICES Total:					4,553.72
Vendor: 12065 - STATE WATER RESOURCES CONTROL BOARD					
STATE WATER RESOURCES CO	74393	09/29/2021	WW/OPERATOR GRADE II EXAM FEE - BEN BIVENS	12-60540-12	155.00
Vendor 12065 - STATE WATER RESOURCES CONTROL BOARD Total:					155.00
Vendor: 12130 - SYNCB/AMAZON					
SYNCB/AMAZON	74255	09/08/2021	ALL DEPTS/OFFICE AND DEPT SUPPLIES	01-6033Z-02	260.18
SYNCB/AMAZON	74255	09/08/2021	ALL DEPTS/OFFICE AND DEPT SUPPLIES	01-60440-01	726.14
SYNCB/AMAZON	74255	09/08/2021	ALL DEPTS/OFFICE AND DEPT SUPPLIES	01-60500-09	267.95
SYNCB/AMAZON	74255	09/08/2021	ALL DEPTS/OFFICE AND DEPT SUPPLIES	01-60890-01	(105.11)



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SYNCB/AMAZON	74255	09/08/2021	ALL DEPTS/OFFICE AND DEPT SUPPLIES	01-60890-01	105.11
SYNCB/AMAZON	74255	09/08/2021	ALL DEPTS/OFFICE AND DEPT SUPPLIES	01-60900-01	118.44
SYNCB/AMAZON	74255	09/08/2021	ALL DEPTS/OFFICE AND DEPT SUPPLIES	01-60900-02	342.13
SYNCB/AMAZON	74255	09/08/2021	ALL DEPTS/OFFICE AND DEPT SUPPLIES	01-6220E-01	90.26
SYNCB/AMAZON	74255	09/08/2021	ALL DEPTS/OFFICE AND DEPT SUPPLIES	01-6220E-01	(90.26)
SYNCB/AMAZON	74255	09/08/2021	ALL DEPTS/OFFICE AND DEPT SUPPLIES	01-6220E-01	832.37
SYNCB/AMAZON	74255	09/08/2021	ALL DEPTS/OFFICE AND DEPT SUPPLIES	01-6220S-01	151.99
SYNCB/AMAZON	74255	09/08/2021	ALL DEPTS/OFFICE AND DEPT SUPPLIES	11-60900-11	18.58
SYNCB/AMAZON	74255	09/08/2021	ALL DEPTS/OFFICE AND DEPT SUPPLIES	12-6032L-12	158.37
SYNCB/AMAZON	74255	09/08/2021	ALL DEPTS/OFFICE AND DEPT SUPPLIES	12-6032S-12	22.50
SYNCB/AMAZON	74255	09/08/2021	ALL DEPTS/OFFICE AND DEPT SUPPLIES	12-6032T-12	150.48
SYNCB/AMAZON	74255	09/08/2021	ALL DEPTS/OFFICE AND DEPT SUPPLIES	12-60450-12	187.31
SYNCB/AMAZON	74255	09/08/2021	ALL DEPTS/OFFICE AND DEPT SUPPLIES	12-60500-12	7.50
SYNCB/AMAZON	74333	09/23/2021	ADM/WINDOW ROLLER SHADE FOR ADMIN DOOR	01-6033B-09	41.92
SYNCB/AMAZON	74333	09/23/2021	FD/USB HUB	01-60450-01	32.15
SYNCB/AMAZON	74333	09/23/2021	F&R/COMPUTER MONITOR	01-60450-02	208.76
SYNCB/AMAZON	74333	09/23/2021	F&R/COMPUTER MONITOR	01-60450-02	193.04
SYNCB/AMAZON	74333	09/23/2021	F&R/RETURN COMPUTER MONITOR	01-60450-02	(193.04)
SYNCB/AMAZON	74333	09/23/2021	ADM/COMPUTER CABLE	01-60450-09	18.20
SYNCB/AMAZON	74333	09/23/2021	ADM/WIRELESS KEYBOARD & MOUSE	01-60450-09	30.47
SYNCB/AMAZON	74333	09/23/2021	ADM/TAPE, CREAMER FOR OFFICE	01-60500-09	22.65
SYNCB/AMAZON	74333	09/23/2021	ADM/COFFEE CREAMER	01-60500-09	12.94
SYNCB/AMAZON	74333	09/23/2021	ADM/DISH BRUSH	01-60500-09	10.94
SYNCB/AMAZON	74333	09/23/2021	ADM/KEY TAGS	01-60500-09	6.42
SYNCB/AMAZON	74333	09/23/2021	ADM/MAIL STAMP FOR FRONT DESK	01-60500-09	70.77
SYNCB/AMAZON	74333	09/23/2021	ADM/LEGAL NOTEPADS	01-60500-09	27.86
SYNCB/AMAZON	74333	09/23/2021	ADM/MAIL BAG	01-60500-09	12.85
SYNCB/AMAZON	74333	09/23/2021	ADM/FACE MASKS	01-6080M-09	126.10
SYNCB/AMAZON	74333	09/23/2021	ADM/HAND SANITIZER, DISINFECTANT WIPES	01-6080M-09	89.28
SYNCB/AMAZON	74333	09/23/2021	ADM/DISPOSABLE GLOVES	01-6080M-09	46.44
SYNCB/AMAZON	74333	09/23/2021	ADM/LAMINATING SUPPLIES	01-6080M-09	28.29
SYNCB/AMAZON	74333	09/23/2021	ADM/FACE MASKS	01-6080M-09	30.46
SYNCB/AMAZON	74333	09/23/2021	ADM/N95 MASKS	01-6080M-09	34.31
SYNCB/AMAZON	74333	09/23/2021	ADM/N95 MASKS	01-6080M-09	308.79
SYNCB/AMAZON	74333	09/23/2021	ADM/FACE MASKS	01-6080M-09	17.15
SYNCB/AMAZON	74333	09/23/2021	FD/TRAVEL HARD CASE	01-60890-01	74.00
SYNCB/AMAZON	74333	09/23/2021	FD/ELECTRICAL LOCKOUT TAGOUT KIT	01-60900-01	128.60
SYNCB/AMAZON	74333	09/23/2021	FD/REFLECTIVE TAPE	01-60900-01	39.51
SYNCB/AMAZON	74333	09/23/2021	FD/BROOM	01-60900-01	32.16



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SYNCB/AMAZON	74333	09/23/2021	FD/COFFEE CREAMER	01-60900-01	11.84
SYNCB/AMAZON	74333	09/23/2021	FD/TV WALL MOUNT	01-6220E-01	73.21
SYNCB/AMAZON	74333	09/23/2021	FD/MICROPHONE AND CABLE	01-6220E-01	31.08
SYNCB/AMAZON	74333	09/23/2021	FD/CURTAIN RODS &	01-6220E-01	181.65
SYNCB/AMAZON	74333	09/23/2021	FD/RETURN MICROPHONE CABLE	01-6220E-01	(8.57)
SYNCB/AMAZON	74333	09/23/2021	WD/PRINTABLE POSTCARDS FOR CONSERVATION MAILING	11-60111-10	27.86
SYNCB/AMAZON	74333	09/23/2021	WD/METAL YARD SIGN STAKES FOR CONSERVATION	11-60111-10	91.15
SYNCB/AMAZON	74333	09/23/2021	WD/COMPUTER STYLUS	11-60450-11	34.31
SYNCB/AMAZON	74333	09/23/2021	WD/COFFEE FOR OFFICE	11-60500-11	54.30
SYNCB/AMAZON	74333	09/23/2021	WW/PIPE CLAMPS	12-6032T-12	19.28
SYNCB/AMAZON	74333	09/23/2021	WW/WELDING SUPPLIES	12-6032T-12	29.25
SYNCB/AMAZON	74333	09/23/2021	WW/COMPUTER MONITOR	12-60450-12	186.25
SYNCB/AMAZON	74333	09/23/2021	WW/COFFEE FOR OFFICE	12-60500-12	54.30
Vendor 12130 - SYNCB/AMAZON Total:					5,480.87
Vendor: 12141 - TAPS TRUCK ACCESSORY					
TAPS TRUCK ACCESSORY	74279	09/13/2021	F&R/CAB GUARD, LINERS 2021 F350	01-6041L-02	1,218.81
Vendor 12141 - TAPS TRUCK ACCESSORY Total:					1,218.81
Vendor: 12165 - THE BLUEPRINTER					
THE BLUEPRINTER	74305	09/16/2021	WD/BANNERS - CONSERVATION OUTREACH	11-60530-10	959.72
Vendor 12165 - THE BLUEPRINTER Total:					959.72
Vendor: 10688 - TORLANO, EMILY A.					
TORLANO, EMILY A.	74247	09/08/2021	FD/MONTHLY CELL PHONE REIMB	01-6060C-01	45.00
Vendor 10688 - TORLANO, EMILY A. Total:					45.00
Vendor: 12231 - TROPHY HUNTERS					
TROPHY HUNTERS	74329	09/21/2021	FD/PLAQUE	01-61240-01	130.50
Vendor 12231 - TROPHY HUNTERS Total:					130.50
Vendor: 12238 - TYLER TECHNOLOGIES, INC					
TYLER TECHNOLOGIES, INC	74265	09/08/2021	ADM/POST GO LIVE PAYROLL ASSISTANCE	01-61700-09	100.00
TYLER TECHNOLOGIES, INC	74265	09/08/2021	ADM/FIXED ASSETS, WORK ORDERS, PAYROLL	01-61700-09	1,942.50
TYLER TECHNOLOGIES, INC	74265	09/08/2021	ADM/POST GO LIVE PAYROLL ASSISTANCE	01-61700-09	150.00
Vendor 12238 - TYLER TECHNOLOGIES, INC Total:					2,192.50
Vendor: 12261 - US BANK EQUIPMENT FINANCE					
US BANK EQUIPMENT FINANC	74266	09/08/2021	ADM/FD/COPIER LEASE PAYMENT	01-60440-01	109.85
US BANK EQUIPMENT FINANC	74266	09/08/2021	ADM/FD/COPIER LEASE PAYMENT	01-60440-09	199.53
Vendor 12261 - US BANK EQUIPMENT FINANCE Total:					309.38
Vendor: 12286 - VERIZON WIRELESS					
VERIZON WIRELESS	74330	09/21/2021	ALL/MONTHLY ON-CALL CELL PHONES AND TABLETS	01-6060C-01	166.29
VERIZON WIRELESS	74330	09/21/2021	ALL/MONTHLY ON-CALL CELL PHONES AND TABLETS	01-6060C-02	48.07
VERIZON WIRELESS	74330	09/21/2021	ALL/MONTHLY ON-CALL CELL PHONES AND TABLETS	11-6060C-11	129.02
VERIZON WIRELESS	74330	09/21/2021	ALL/MONTHLY ON-CALL CELL	12-6060C-12	74.07



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Vendor 12286 - VERIZON WIRELESS Total:					417.45
Vendor: 12293 - VITAL RECORDS CONTROL					
VITAL RECORDS CONTROL	74331	09/21/2021	ADM/BOX STORAGE, SHREDDING	01-6080M-09	576.15
Vendor 12293 - VITAL RECORDS CONTROL Total:					576.15
Vendor: 12316 - WATER SYSTEMS OPTIMIZATION					
WATER SYSTEMS OPTIMIZATI	74385	09/28/2021	WD/LEVEL 1 WATER AUDIT VALIDATION	11-6080M-11	2,500.00
Vendor 12316 - WATER SYSTEMS OPTIMIZATION Total:					2,500.00
Vendor: 12325 - WAYNE'S TIRE, INC.					
WAYNE'S TIRE, INC.	74386	09/28/2021	WD/WRF/NEW TIRES FOR 2018 F150	11-6041L-11	497.29
WAYNE'S TIRE, INC.	74386	09/28/2021	WD/WRF/NEW TIRES FOR 2018 F150	39-6041L-25	497.29
Vendor 12325 - WAYNE'S TIRE, INC. Total:					994.58
Vendor: 12519 - WECO INDUSTRIES, LLC					
WECO INDUSTRIES, LLC	74292	09/15/2021	WW/SEALGUARD FOR MANHOLE LEAKS	12-6032C-12	928.69
Vendor 12519 - WECO INDUSTRIES, LLC Total:					928.69
Vendor: 11113 - WEIGOLD, IV JOHN F.					
WEIGOLD, IV JOHN F.	74248	09/08/2021	ADM/MONTHLY CELL PHONE & INTERNET REIMB	01-6060C-09	100.00
Vendor 11113 - WEIGOLD, IV JOHN F. Total:					100.00
Vendor: 12343 - WESTERN EQUIPMENT FINANCE					
WESTERN EQUIPMENT FINAN	74249	09/08/2021	F&R/TORO TX 1000 DINGO WIDE TRACK SEPT 2021	01-61800-02	312.35
WESTERN EQUIPMENT FINAN	74249	09/08/2021	F&R/TORO TX 1000 DINGO WIDE TRACK SEPT 2021	01-6180H-02	27.50
Vendor 12343 - WESTERN EQUIPMENT FINANCE Total:					339.85
Vendor: 12389 - WINTER CONSTRUCTION INC.					
WINTER CONSTRUCTION INC.	74229	09/01/2021	WD/REFUND EXCESS PMT - 4005 BURTON REMODEL FEES	11-24200-11	159.00
Vendor 12389 - WINTER CONSTRUCTION INC. Total:					159.00
Grand Total:					376,596.75

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	107,497.95
11 - WATER FUND	46,885.28
12 - WASTEWATER FUND	211,932.52
39 - WRF OPERATIONS	7,373.35
40 - WRF CAPITAL	2,907.65
Grand Total:	376,596.75

Vendor: 10103 - AMERITAS LIFE INSURANCE G					
AMERITAS LIFE INSURANCE G	7099	09/30/2021	DENTAL PREMIUM	01-21500-00	3,782.02
AMERITAS LIFE INSURANCE G	7099	09/30/2021	DENTAL PREMIUM	01-21500-00	577.48
AMERITAS LIFE INSURANCE G	7099	09/30/2021	DENTAL PREMIUM	01-51020-09	(0.02)
Vendor 10103 - AMERITAS LIFE INSURANCE G Total:					4,359.48
Vendor: 10350 - CAMBRIA COMMUNITY SERVICE					
CAMBRIA COMMUNITY SERVII	DFT0000405	09/03/2021	MEDICAL REIMBURSEMENT	01-21710-00	1,440.00
CAMBRIA COMMUNITY SERVII	DFT0000405	09/03/2021	MEDICAL REIMBURSEMENT	01-51220-01	200.00
CAMBRIA COMMUNITY SERVII	DFT0000405	09/03/2021	MEDICAL REIMBURSEMENT	01-51220-02	50.00



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CAMBRIA COMMUNITY SERV	DFT0000405	09/03/2021	MEDICAL REIMBURSEMENT	01-51220-09	300.00
CAMBRIA COMMUNITY SERV	DFT0000405	09/03/2021	MEDICAL REIMBURSEMENT	11-51220-11	200.00
CAMBRIA COMMUNITY SERV	DFT0000405	09/03/2021	MEDICAL REIMBURSEMENT	12-51220-12	200.00
CAMBRIA COMMUNITY SERV	DFT0000442	09/17/2021	MEDICAL REIMBURSEMENT	01-21710-00	1,440.00
CAMBRIA COMMUNITY SERV	DFT0000442	09/17/2021	MEDICAL REIMBURSEMENT	01-51220-01	200.00
CAMBRIA COMMUNITY SERV	DFT0000442	09/17/2021	MEDICAL REIMBURSEMENT	01-51220-02	50.00
CAMBRIA COMMUNITY SERV	DFT0000442	09/17/2021	MEDICAL REIMBURSEMENT	01-51220-09	300.00
CAMBRIA COMMUNITY SERV	DFT0000442	09/17/2021	MEDICAL REIMBURSEMENT	11-51220-11	200.00
CAMBRIA COMMUNITY SERV	DFT0000442	09/17/2021	MEDICAL REIMBURSEMENT	12-51220-12	200.00
Vendor 10350 - CAMBRIA COMMUNITY SERVICE Total:					4,780.00
Vendor: 10691 - EMPLOYMENT DEVELOPMENT DP					
EMPLOYMENT DEVELOPMENT	DFT0000416	09/03/2021	STATE TAX WITHHOLDING	01-21100-00	4,853.73
EMPLOYMENT DEVELOPMENT	DFT0000417	09/03/2021	SDI	01-21300-00	1,526.72
EMPLOYMENT DEVELOPMENT	DFT0000453	09/17/2021	STATE TAX WITHHOLDING	01-21100-00	4,632.69
EMPLOYMENT DEVELOPMENT	DFT0000454	09/17/2021	SDI	01-21300-00	1,493.12
Vendor 10691 - EMPLOYMENT DEVELOPMENT DP Total:					12,506.26
Vendor: 10354 - IAFF LOCAL 4635 CAMBRIA PROFESSIONAL FIREFIGHTER ASSOC.					
IAFF LOCAL 4635 CAMBRIA PR	7097	09/03/2021	DUES-FIRE IAFF	01-21600-00	240.00
IAFF LOCAL 4635 CAMBRIA PR	7098	09/16/2021	DUES-FIRE IAFF	01-21600-00	240.00
IAFF LOCAL 4635 CAMBRIA PR	7103	09/30/2021	DUES-FIRE IAFF	01-21600-00	240.00
Vendor 10354 - IAFF LOCAL 4635 CAMBRIA PROFESSIONAL FIREFIGHTER ASSOC. Total:					720.00
Vendor: 11069 - IRS/FEDERAL PAYROLL TAXES					
IRS/FEDERAL PAYROLL TAXES	DFT0000414	09/03/2021	FEDERAL TAX WITHHOLDING	01-21000-00	13,001.02
IRS/FEDERAL PAYROLL TAXES	DFT0000415	09/03/2021	MEDICARE TAX	01-21200-00	3,712.80
IRS/FEDERAL PAYROLL TAXES	DFT0000418	09/03/2021	SOCIAL SECURITY TAX	01-21200-00	15,875.38
IRS/FEDERAL PAYROLL TAXES	DFT0000451	09/17/2021	FEDERAL TAX WITHHOLDING	01-21000-00	12,391.54
IRS/FEDERAL PAYROLL TAXES	DFT0000452	09/17/2021	MEDICARE TAX	01-21200-00	3,622.96
IRS/FEDERAL PAYROLL TAXES	DFT0000455	09/17/2021	SOCIAL SECURITY TAX	01-21200-00	15,491.00
Vendor 11069 - IRS/FEDERAL PAYROLL TAXES Total:					64,094.70
Vendor: 11032 - MISSION SQUARE RETIREMENT-VNTGPT TRSFR AGT 457					
MISSION SQUARE RETIREMEN	DFT0000400	09/03/2021	457 YEE CONTIRBUTION	01-21410-00	5,370.00
MISSION SQUARE RETIREMEN	DFT0000401	09/03/2021	457 YEE CONTIRBUTION	01-21410-00	920.73
MISSION SQUARE RETIREMEN	DFT0000402	09/03/2021	457 YEE CONTIRBUTION	01-21410-00	75.00
MISSION SQUARE RETIREMEN	DFT0000403	09/03/2021	DC 457 MGMT MATCH	01-21410-00	900.00
MISSION SQUARE RETIREMEN	DFT0000404	09/03/2021	DD ICMA SEIU MATCH	01-21410-00	345.00
MISSION SQUARE RETIREMEN	DFT0000439	09/17/2021	457 YEE CONTIRBUTION	01-21410-00	5,870.00
MISSION SQUARE RETIREMEN	DFT0000440	09/17/2021	457 YEE CONTIRBUTION	01-21410-00	805.02
MISSION SQUARE RETIREMEN	DFT0000441	09/17/2021	DC 457 MGMT MATCH	01-21410-00	900.00
Vendor 11032 - MISSION SQUARE RETIREMENT-VNTGPT TRSFR AGT 457 Total:					15,185.75
Vendor: 11652 - PPBI DIRECT DEPOSIT					
PPBI-DIRECT DEPOSIT	20006	09/03/2021	CHECK	01-21520-00	1,820.95
PPBI-DIRECT DEPOSIT	EFT000009	09/03/2021	PAYROLL EFT	01-21520-00	80,106.08
PPBI-DIRECT DEPOSIT	20007	09/17/2021	CHECK	01-21520-00	1,999.93
PPBI-DIRECT DEPOSIT	EFT000010	09/17/2021	PAYROLL EFT	01-21520-00	77,968.63
Vendor 11652 - PPBI-DIRECT DEPOSIT Total:					161,895.59
Vendor: 11593 - PERS HEALTH BENEFIT SERV					
PERS HEALTH BENEFIT SERV	7100	09/30/2021	HEALTH PREMIUM	01-21510-00	6,325.74
PERS HEALTH BENEFIT SERV	7100	09/30/2021	HEALTH PREMIUM	01-21510-00	32,314.96
PERS HEALTH BENEFIT SERV	7100	09/30/2021	HEALTH PREMIUM	01-51030-09	96.41
PERS HEALTH BENEFIT SERV	7100	09/30/2021	HEALTH PREMIUM	01-51210-01	715.00
PERS HEALTH BENEFIT SERV	7100	09/30/2021	HEALTH PREMIUM	01-51210-02	715.00
PERS HEALTH BENEFIT SERV	7100	09/30/2021	HEALTH PREMIUM	01-51210-09	1,573.00
PERS HEALTH BENEFIT SERV	7100	09/30/2021	HEALTH PREMIUM	01-51210-09	56.72
PERS HEALTH BENEFIT SERV	7100	09/30/2021	HEALTH PREMIUM	11-51210-11	858.00
PERS HEALTH BENEFIT SERV	7100	09/30/2021	HEALTH PREMIUM	12-51210-12	1,001.00
Vendor 11593 - PERS HEALTH BENEFIT SERV Total:					43,655.83



Cambria Community Services District , CA

Expense Approval Report

By Vendor Name

Payment Dates 9/1/2021 - 9/30/2021

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
Vendor: 11594 - PERS RETIREMENT SYSTEM					
PERS RETIREMENT SYSTEM	7101	09/30/2021	ACCRUED LIAB-MISC &	01-51090-01	11,253.00
PERS RETIREMENT SYSTEM	7101	09/30/2021	ACCRUED LIAB-MISC &	01-51090-02	3,098.68
PERS RETIREMENT SYSTEM	7101	09/30/2021	ACCRUED LIAB-MISC &	01-51090-09	10,764.45
PERS RETIREMENT SYSTEM	7101	09/30/2021	ACCRUED LIAB-MISC &	11-51090-11	8,088.57
PERS RETIREMENT SYSTEM	7101	09/30/2021	ACCRUED LIAB-MISC &	12-51090-12	9,441.52
PERS RETIREMENT SYSTEM	7101	09/30/2021	ACCRUED LIAB-MISC &	39-51090-25	1,881.61
PERS RETIREMENT SYSTEM	DFT0000396	09/03/2021	PERS RETIREMENT	01-21410-00	2,033.95
PERS RETIREMENT SYSTEM	DFT0000397	09/03/2021	PERS RETIREMENT	01-21410-00	5,445.09
PERS RETIREMENT SYSTEM	DFT0000398	09/03/2021	PERS RETIREMENT	01-21410-00	898.72
PERS RETIREMENT SYSTEM	DFT0000399	09/03/2021	PERS RETIREMENT	01-21410-00	907.71
PERS RETIREMENT SYSTEM	DFT0000406	09/03/2021	PERS RETIREMENT	01-21410-00	1,152.38
PERS RETIREMENT SYSTEM	DFT0000407	09/03/2021	PERS RETIREMENT	01-21410-00	2,233.92
PERS RETIREMENT SYSTEM	DFT0000408	09/03/2021	PERS RETIREMENT	01-21410-00	1,065.43
PERS RETIREMENT SYSTEM	DFT0000409	09/03/2021	PERS RETIREMENT	01-21410-00	1,337.67
PERS RETIREMENT SYSTEM	DFT0000410	09/03/2021	PERS RETIREMENT	01-21410-00	3,250.57
PERS RETIREMENT SYSTEM	DFT0000411	09/03/2021	PERS RETIREMENT	01-21410-00	3,655.07
PERS RETIREMENT SYSTEM	DFT0000435	09/17/2021	PERS RETIREMENT	01-21400-00	1,989.79
PERS RETIREMENT SYSTEM	DFT0000436	09/17/2021	PERS RETIREMENT	01-21400-00	5,328.72
PERS RETIREMENT SYSTEM	DFT0000437	09/17/2021	PERS RETIREMENT	01-21400-00	942.40
PERS RETIREMENT SYSTEM	DFT0000438	09/17/2021	PERS RETIREMENT	01-21400-00	951.83
PERS RETIREMENT SYSTEM	DFT0000443	09/17/2021	PERS RETIREMENT	01-21400-00	1,152.38
PERS RETIREMENT SYSTEM	DFT0000444	09/17/2021	PERS RETIREMENT	01-21400-00	2,233.92
PERS RETIREMENT SYSTEM	DFT0000445	09/17/2021	PERS RETIREMENT	01-21400-00	1,065.43
PERS RETIREMENT SYSTEM	DFT0000446	09/17/2021	PERS RETIREMENT	01-21400-00	1,337.67
PERS RETIREMENT SYSTEM	DFT0000447	09/17/2021	PERS RETIREMENT	01-21400-00	3,246.64
PERS RETIREMENT SYSTEM	DFT0000448	09/17/2021	PERS RETIREMENT	01-21400-00	3,650.65
Vendor 11594 - PERS RETIREMENT SYSTEM Total:					88,407.77
Vendor: 11911 - SEIU LOCAL 620					
SEIU LOCAL 620	DFT0000412	09/03/2021	SEIU UNION DUES	01-21600-00	180.80
SEIU LOCAL 620	DFT0000413	09/03/2021	SEIU UNION DUES	01-21600-00	175.60
SEIU LOCAL 620	DFT0000449	09/17/2021	SEIU UNION DUES	01-21600-00	180.80
SEIU LOCAL 620	DFT0000450	09/17/2021	SEIU UNION DUES	01-21600-00	175.60
Vendor 11911 - SEIU LOCAL 620 Total:					712.80
Vendor: 12175 - THE LINCOLN NATIONAL LIFE					
THE LINCOLN NATIONAL LIFE	7102	09/30/2021	LIFE INSUR-GROUP	01-21640-00	263.74
Vendor 12175 - THE LINCOLN NATIONAL LIFE Total:					263.74
Grand Total:					396,581.92

CAMBRIA COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS REGULAR MEETING MINUTES
Thursday, September 9, 2021 2:00 PM

1. OPENING

A. Call to Order

President Steidel called the meeting to order at 2:03 p.m.

B. Pledge of Allegiance

President Steidel led the Pledge of Allegiance.

C. Establishment of Quorum

A quorum was established.

Directors present via Zoom: Cindy Steidel, Donn Howell, Harry Farmer, Karen Dean and Tom Gray.

Staff present via Zoom: General Manager John F. Weigold, IV, District Counsel Timothy Carmel, Finance Manager Pamela Duffield, Fire Chief William Hollingsworth, Facilities & Resources Supervisor Carlos Mendoza, Utilities Department Manager/District Engineer Ray Dienzo and Board Secretary Ossana Terterian.

D. President's Report

President Steidel had nothing to report.

E. Agenda Review: Additions/Deletions

President Steidel asked for any additions or deletions. There were none.

2. BOARD MEMBER COMMUNICATIONS

Director Dean announced the passing of Dewayne Lee and talked about his contributions to the CCSD and the community. Director Farmer and Director Gray also said a few words about Mr. Lee.

3. COMMISSION REPORT

A. PROS Chairman's Report

PROS Commission Chairman Steve Kniffen was available to provide a report about the PROS meeting on Tuesday and the discussions/decisions made by the Commission.

4. PUBLIC COMMENT

Public Comment:

Lisa Marie Belsanti, Cambria (also submitted a written comment)

Elizabeth Bettenhausen, Cambria

Ted Key, Cambria
Amanda Rice, Cambria
Christine Heinrichs, Cambria
Cecilia Montalvo, Cambria
David Pierson, Cambria
Jeffrey Smith, Cambria
Lori Slater, Cambria (submitted a written comment)
Tina Dickason, Cambria (also submitted a written comment)

5. CONSENT AGENDA

Public Comment: None

- A. Consideration of Approval of Second Amendment to Agreement for Consultant Services with Moss, Levy & Hartzheim LLP for Professional Auditing Services in Performance of the District's 2020/2021 Audit
- B. Consideration to Direct Staff to Advertise for an Open Position on the Policy Committee

Director Gray motioned to approve consent agenda items 5A and 5B.

Director Dean seconded the motion.

Motion Passed Unanimously Ayes – 5 (Steidel, Howell, Farmer, Dean, Gray)
Nays– 0 Absent – 0

6. REGULAR BUSINESS

- A. Discussion and Consideration to Nominate Alternative Representative to Serve on the Integrated Waste Management Authority (IWMA) Board of Directors

General Manager Weigold introduced the item and provided a summary.

Public Comment:
Elizabeth Bettenhausen, Cambria

Vice President Howell moved to nominate Cynthia Replogle as an alternate representative to serve on the IWMA Board of Directors

Director Farmer seconded the motion.

Director Dean wanted to add a second formal motion to nominate Director Gray.

Director Gray seconded the motion.

The first motion was voted upon – nominating Cynthia Replogle.

Motion was defeated Ayes – 2 (Howell, Farmer), Nays - 3 (Dean, Gray, Steidel), Absent – 0

The second motion was voted upon – nominating Tom Gray.

Motion Passed Ayes – 3 (Dean, Gray, Steidel), Nays – 0, Abstain – 2 (Howell, Farmer) Absent - 0.

B. Discussion and Consideration of Adoption of Resolution 35-2021 Establishing a Policy Providing for Review by the Board for the Issuance of Will Serve Letters for Projects on the Existing Commitments List

General Manager Weigold introduced the item and provided a summary.

Public Comment:

Amanda Rice, Cambria
Elizabeth Bettenhausen, Cambria
Ted Key, Cambria
Christine Heinrichs, Cambria

Director Gray moved to Adopt Resolution 35-2021 Establishing a Policy Providing for Review by the Board for the Issuance of Will Serve Letters for Projects on the Existing Commitments List.

Director Dean moved to make a slight amendment, which she later withdrew.

Vice President Howell seconded the motion.

Motion Passed Ayes – 4 (Steidel, Howell, Dean, Gray), Nays– 1 (Farmer), Absent – 0

C. Discussion and Consideration of Restroom Design and Approval of Parks, Recreation, and Open Space (PROS) Commission Recommendation

General Manager Weigold introduced the item and provided a summary.

Public Comment:

Elizabeth Bettenhausen, Cambria

Director Gray moved to Approve Option A with the addition of automated fixtures for the design of both restrooms at East Ranch.

Director Dean seconded the motion

Motion Passed Unanimously Ayes – 5 (Steidel, Howell, Farmer, Dean, Gray) Nays– 0 Absent – 0

D. Discussion and Consideration of Adoption of Ordinance 02-2021 Amending Subsections D4, E3 and H of Section 8.04.080 of the CCSD Municipal Code Relating to Water and Sewer Service Procedures

General Manager Weigold introduced the item and provided a summary.

Public Comment:
Christine Heinrichs, Cambria

Director Dean moved to adopt Ordinance 02-2021 Amending Subsections D4, E3 and H of Section 8.04.080 of the CCSD Municipal Code Relating to Water and Sewer Service Procedures and waive further reading.

Director Gray seconded the motion.

Motion Passed Unanimously Ayes – 5 (Steidel, Howell, Farmer, Dean, Gray)
Nays– 0 Absent – 0

7. BOARD MEMBER, COMMITTEE AND LIAISON REPORTS

- A.** Public Comment: The President will be asking for public comment before the reports.

Public Comment:
Amanda Rice, Cambria
Elizabeth Bettenhausen, Cambria

- B.** Finance Committee's Report

Director Gray had submitted a written report as part of the agenda packet.

- C.** Policy Committee's Report

- D.** Resources and Infrastructure Committee's Report

Director Dean had submitted a written report as part of the agenda packet.

- E.** Other Liaison Reports and Ad Hoc Committee Reports

Director Farmer and Director Dean had submitted written reports as part of the agenda packet.

8. FUTURE AGENDA ITEM(S)

President Steidel asked for any future agenda items.

Director Gray wanted information about the proceeds from the WRF lawsuit settlement. He also wondered about the vacancy in the Finance Committee. He then asked about the Bylaw Review and how it defined the PROS relationship to the Board.

Farmer made a motion to approve an agenda item to provide the Board with the true cost of the facility now known as the Water Reclamation Facility.

Vice President Howell seconded the motion.

Motion Passed Unanimously Ayes – 5 (Steidel, Howell, Farmer, Dean, Gray) Nays– 0
Absent – 0

President Steidel made a recommendation that Director Farmer provide his calculation to support his number for comparison with the results to understand the difference between the two.

9. ADJOURN TO CLOSED SESSION

A. Public Comment

Public Comment:
Jim Bahringer, Cambria
Elizabeth Bettenhausen, Cambria
Amanda Rice, Cambria

President Steidel adjourned the meeting at 4:42 p.m.

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION, pursuant to Government Code Section 54957(b)(2) Title: General Manager

C. CONFERENCE WITH LABOR NEGOTIATORS Pursuant with Government Code Section 54957.6 Agency Designated Representative: Timothy Carmel Unrepresented Employee: General Manager, John F. Weigold IV

D. CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Government Code 54956.8 Property: 2284 Center Street (APN: 013-264-021) Agency Negotiators: John F. Weigold IV, General Manager Negotiating Party: Cambria Historical Society Under Negotiation: Price and Terms of Payment

CAMBRIA COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS REGULAR MEETING MINUTES
Thursday, September 16, 2021 - 2:00 PM

1. OPENING

A. Call to Order

President Steidel called the meeting to order at 2:00 p.m.

B. Pledge of Allegiance

President Steidel led the Pledge of Allegiance.

C. Establishment of Quorum

A quorum was established.

Directors present via Zoom: Cindy Steidel, Donn Howell, Harry Farmer, Karen Dean and Tom Gray.

Staff present via Zoom: General Manager John F. Weigold, IV, District Counsel Timothy Carmel, Finance Manager Pamela Duffield, Fire Chief William Hollingsworth, Facilities & Resources Supervisor Carlos Mendoza, Utilities Department Manager/District Engineer Ray Dienzo and Board Secretary Ossana Terterian.

D. Report from Closed Session

Counsel reported that the Board discussed the General Manager's performance and related compensation issues and it also held a conference with its real property negotiator regarding 2284 Center Street. There was no action to report.

E. President's Report

President Steidel did not have a report.

F. Agenda Review: Additions/Deletions

President Steidel asked for any additions or deletions. There was none.

2. ACKNOWLEDGEMENTS

Chief Hollingsworth, along with the Fire Department staff, acknowledged Fire Captain Dan McCrain by reading the CCSD Proclamation recognizing outstanding service to the community of Cambria.

3. BOARD MEMBER COMMUNICATIONS

There was none.

4. PUBLIC SAFETY

A. Sheriff's Department Report

Sergeant MacDonald was available to provide the Sheriff's Department Report and had also sent a written report for inclusion in the agenda.

B. CCSD Fire Chief's Report

Chief Hollingsworth provided a report on recent activities in Cambria.

5. PUBLIC COMMENT

Public Comment:

Mike Lyons, Cambria

Chelsie Foster, Cambria

6. CONSENT AGENDA**A. Consideration to Adopt the August 2021 Expenditure Report****B. Consideration to Adopt the August 12, 2021 and August 19, 2021 Regular Meeting Minutes, and August 27, 2021 Special Meeting Minutes****C. Consideration to Adopt Resolution 36-2021 Regarding the Local State of Emergency Declaration****D. Consideration to Accept the Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) Grant (EMW-2020-FF-00316)**

Director Gray requested item 6D be pulled for independent discussion.

Public Comment:

Elizabeth Bettenhausen, Cambria

Director Gray moved to approve the consent agenda items 6A through 6C.

Director Farmer seconded the motion.

Motion Passed Unanimously Ayes – 5 (Steidel, Howell, Farmer, Dean, Gray) Nays– 0 Absent – 0

Finance Manager Duffield introduced item 6D and provided a summary. Chief Hollingsworth also was at hand and answered some questions.

Director Dean moved to approve the consent agenda item 6D to accept the Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) Grant (EMW-2020-FF-00316).

Vice President Howell seconded the motion.

Motion Passed Unanimously Ayes – 5 (Steidel, Howell, Farmer, Dean, Gray) Nays– 0 Absent – 0

7. REGULAR BUSINESS

A. Discussion and Consideration of Strategic Plan Status Report and Update

General Manager Weigold introduced the item and provided a summary.

Public Comment:
Amanda Rice, Cambria

Director Gray motioned to set aside Objective 2 of the preparation of Community Wildfire Emergency Goals

Director Dean seconded the motion.

Motion Passed Unanimously Ayes – 5 (Steidel, Howell, Farmer, Dean, Gray) Nays– 0 Absent – 0

Director Farmer brought up the formation of an Ad Hoc Committee at this meeting to consist of Director Farmer and Director Gray. It was so established.

Vice President Howell moved to accept the changes to the Strategic Plan status as discussed by the Board.

Director Gray seconded the motion.

Motion Passed Unanimously Ayes – 5 (Steidel, Howell, Farmer, Dean, Gray) Nays– 0 Absent – 0

B. Discussion and Consideration to Adopt Policy 2415 Social Media Policy

General Manager Weigold introduced the item and provided a summary.

Public Comment: None

Counsel Carmel stated to remove the word “not” under Section 2415.7 and to add “Such invitations will be based upon the best interests of the District as determined by the General Manager or his or her designee.”

President Steidel moved to accept the changes made by counsel and adopt Policy 2415 Social Media Policy

Vice President Howell seconded the motion.

Motion Passed Unanimously Ayes – 5 (Steidel, Howell, Farmer, Dean, Gray) Nays– 0 Absent – 0

C. Discussion and Consideration of Resuming In-Person CCSD Board, Standing Committee and PROS Commission Regular and Special Meetings

General Manager Weigold introduced the item and provided a summary.

Public Comment:
Elizabeth Bettenhausen, Cambria
Mike Lyons, Cambria

Director Dean moved to table the Discussion and Consideration of Resuming In-Person CCSD Board, Standing Committee and PROS Commission Regular and Special Meetings to a date certain to Friday, September 24th at 10:00 a.m.

Director Gray seconded the motion.

Motion Passed Unanimously Ayes – 5 (Steidel, Howell, Farmer, Dean, Gray) Nays– 0 Absent – 0

D. Discussion and Consideration of Introduction of an Ordinance Amending Chapter 4.12 of the Cambria Community Services District Municipal Code Relating to the Emergency Water Conservation Program

General Manager Weigold introduced the item and provided a summary. He then turned it over to Mr. Dienzo for further explanation. Program Manager Bland also presented a PowerPoint Presentation.

Public Comment:

Amanda Rice, Cambria (also submitted a written comment)

Elizabeth Bettenhausen, Cambria

James Townsend, Cambria (submitted a written comment)

Director Gray moved to introduce Ordinance 03-2021 amending Section 4.12 of the Cambria Community Services District Municipal Code relating to the Water Shortage Contingency Plan and waive further reading.

Director Dean seconded the motion.

Motion Passed Unanimously Ayes – 5 (Steidel, Howell, Farmer, Dean, Gray) Nays– 0 Absent – 0

At 4:45 President Steidel moved to extend the meeting to 5:45 p.m. All agreed. She then suggested a short bio break until 4:50 p.m.

8. MANAGER REPORTS

A. Public Comment: The President will be asking for public comment before the reports.

Public Comment:

Elizabeth Bettenhausen, Cambria

B. General Manager's Report

General Manager Weigold provided a summary of the General Manager's report.

At 5:39 President Steidel moved to extend the meeting to 6:00 p.m. All agreed.

C. Finance Manager's Report

Finance Manager Duffield provided a summary of the Finance Manager's report.

D. Utilities Report

District Engineer Dienzo provided a summary of the Utilities report.

9. FUTURE AGENDA ITEM(S)

President Steidel asked for any future agenda items.

President Steidel motioned that a special meeting be scheduled on September 24th for a discussion, relationship, and communication recommendation between the Board and the PROS Commission.

Director Dean seconded the motion.

Motion Passed Unanimously Ayes – 5 (Steidel, Howell, Farmer, Dean, Gray) Nays– 0 Absent – 0

10. ADJOURN

President Steidel adjourned the meeting at 6:00 p.m.

For further detail on the CCSD meeting, please visit the District's website to review the meeting recording or visit SLO-Span's website: <https://slo-span.org/static/meetings-CCSD.php>. CCSD written comments can be reviewed on the District's meeting webpage.

CAMBRIA COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS AND PROS JOINT SPECIAL MEETING MINUTES
Friday, September 24, 2021 - 10:00 AM

1. OPENING

A. Call to Order

President Steidel called the meeting to order at 10:00 a.m.

B. Pledge of Allegiance

President Steidel led the Pledge of Allegiance.

C. Establishment of Quorum

A quorum was established.

Directors present via Zoom: Cindy Steidel, Donn Howell, Harry Farmer, Karen Dean and Tom Gray.

PROS Commissioners present via Zoom: Commissioners Steve Kniffen, Chair, Adolph Atencio, Vice-Chair, Kermit Johansson, Joyce Renshaw, and Stanley Cooper.

Staff present via Zoom: General Manager John F. Weigold, IV, District Counsel Timothy Carmel, Finance Manager Pamela Duffield, Utilities Department Manager/District Engineer Ray Dienzo and Board Secretary Ossana Terterian.

2. PUBLIC COMMENT ON AGENDA ITEMS

Public Comment:

3. REGULAR BUSINESS

A. Discussion, Recommendations and Consideration(s) Regarding Relationship and Communication Between CCSD Board and the PROS Commission

General Manager Weigold introduced the item and provided a summary. He then turned it over to District Counsel for more explanation. Finance Manager Duffield then screen-shared an Excel spreadsheet explaining the financial breakdown further.

Public Comment:

Elizabeth Bettenhausen, Cambria

Tina Dickason, Cambria

Michael Calderwood, Cambria

Director Gray moved that the General Manager and the President come back at the next meeting with a plan on improving and formalizing the process of communication and action between the PROS Commission and the Board.

Vice President Howell moved to add a friendly amendment to include the PROS Chair in the discussions along with the President and General Manager.

Vice President Howell then seconded the motion.

Motion Passed Unanimously Ayes – 5 (Steidel, Howell, Farmer, Dean, Gray)
Nays– 0 Absent – 0

At 11:47 a.m., President Steidel motioned to extend the meeting to 12:15 p.m. All agreed.

4. REGULAR BUSINESS

- A.** Discussion and Consideration Regarding Resuming In-Person CCSD Board, Standing Committee and PROS Commission Regular and Special Meetings and Consideration of Resolution to Authorize Remote Teleconferencing Meetings in Accordance with Newly Adopted Government Code Section 54953(e)(AB361)

General Manager Weigold introduced the item and provided a summary. He then turned it over to District Counsel for further explanation.

Public Comment:
Ted Key, Cambria
Elizabeth Bettenhausen, Cambria
Tina Dickason, Cambria
Claudia Harmon, Cambria

Director Gray moved to adopt Resolution 37-2021 authorizing remote teleconferencing meetings in accordance with newly adopted government Code Section 54953(e)(AB 361).

Director Dean seconded the motion.

Motion Passed Unanimously Ayes – 5 (Steidel, Howell, Farmer, Dean, Gray)
Nays– 0 Absent – 0

5. ADJOURN

President Steidel adjourned the meeting at 12:02 p.m.

CAMBRIA COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
Thursday, September 30, 2021 - 10:00 AM

1. OPENING

A. Call to Order

President Steidel called the meeting to order at 10:00 a.m.

B. Pledge of Allegiance

President Steidel led the Pledge of Allegiance.

C. Establishment of Quorum

A quorum was established.

Directors present via Zoom: Cindy Steidel, Donn Howell, Harry Farmer, Karen Dean and Tom Gray.

Staff present via Zoom: General Manager John F. Weigold, IV, District Counsel Timothy Carmel, Finance Manager Pamela Duffield, Utilities Department Manager/District Engineer Ray Dienzo and Board Secretary Ossana Terterian.

2. PUBLIC COMMENT ON AGENDA ITEMS

Public Comment: President Steidel stated that she will take comments after the General Manager introduced the item.

3. REGULAR BUSINESS

A. Discussion and Consideration of Amendment to Contract with Hartzell General Engineering Contractor, Inc. for the Zone 2 to Zone 7 Santa Rosa Bridge Waterline and Adoption of Resolution 38-2021 Amending the Fiscal Year 2021/2022 Budget

General Manager Weigold introduced the item and provided a summary. Utilities Manager Dienzo and Finance Manager Duffield were on hand to answer questions.

Public Comment:

Tina Dickason, Cambria

Cheryl McDowell, Cambria (submitted a written comment)

There was a power outage wherein most Directors lost power. The power was restored and a quorum reestablished with all Directors present except Director Howell.

President Steidel moved to approve the requested amendment and to execute the contract with Hartzell General Engineering Contractor, Inc. for

the Zone 2 to Zone 7 Santa Rosa Bridge Waterline and Adopt Resolution 38-2021 to amend the Fiscal Year 2021/2022 Budget

Director Dean seconded the motion.

Motion Passed Ayes – 4 (Steidel, Farmer, Dean, Gray) Nays– 0 Absent – 1 (Howell)

4. ADJOURN

President Steidel adjourned the meeting at 10:43 a.m.

DRAFT

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.C.**

FROM: John F. Weigold IV, General Manager

Meeting Date: October 21, 2021 Subject: Consideration of Authorizing the General Manager to Enter into a Service Agreement with Digital West for Telephone Service

RECOMMENDATIONS: Staff recommends that the Board of Directors authorize the General Manager to enter into a Service Agreement with Digital West for telephone service.

FISCAL IMPACT:

The fiscal year 2021/2022 budget includes \$18,825 for the district's telephone service. The District would recognize annual savings of approximately \$3,276 in using Digital West as the telephone service provider.

DISCUSSION:

Currently, the District pays \$767.76 a month, which is divided among the Administration, Fire, Water & Wastewater budgets, plus a Charter Spectrum Enterprise PRI Voice Service fee in the amount of \$381, three voice lines in the amount of \$39.99 per line, applicable taxes and fees, and a Gsolutionz customer service fee in the amount of \$200/hour with a half-hour minimum (as listed in the table below).

The CCSD's current telephone system lease ends with Gsolutionz on November 16, 2021, and the District currently has outdated IP Office phones and software that are not cloud-based. Per District Counsel's request and to satisfy the District's Purchasing Policy, staff requested quotations from three vendors and three proposals were received from Digital West, Charter Spectrum Enterprise and Elevate Unified Communications (Gsolutionz).

CCSD Phone Comparison List						
Vendor	Cloud-based Phone System	Video & Voice Meeting Capatability	Customer Service (additional monthly fee)	Equipment Included	One Time Charges	Monthly Charges
Digital West	X	X	No Fee	Yes	\$0	\$1,196.00
Elevate Unified Communications (Gsolutionz)	X	X	X	Yes	\$4,316.24	\$894.43
Charter Spectrum Enterprise	X	X	No Fee	Yes	\$0	\$828.00

While all three vendors offer cloud-based systems, Digital West's proposal includes a cloud-based phone system that delivers significant business features and no installation or customer service fees. Digital West provides MetroVoice as an on-net service unlike most providers who deliver cloud phone services over the top of someone else's network (such as the Elevate

vendor). This on-net difference ensures that the voice calls on MetroVoice are prioritized over other data on the network and produces more reliable, secure, and clear call quality.

Digital West's service term is for a 36-month period at a monthly rate of \$1,196, plus applicable taxes & fees. By switching to Digital West, the District would save approximately \$273 (see the table below) a month by removing the Charter Spectrum Enterprise PRI voice service line and three voice lines and the CCSD would no longer pay for programming and customer service fees at \$200/hour with a half-hour minimum. Digital West currently works with and is recommended by our current information technology vendor, CIO Solutions. Over the years, the District has had numerous customer service issues with Charter Spectrum Enterprise and Gsolutionz/CIT, in addition to significant labor fees for reprogramming.

Current Phone Services with Charter Spectrum Enterprise & Gsolutionz/CIT	Monthly Amount	Annual Amount
PRI Voice Service (Charter Spectrum Enterprise)	\$ 381.00	\$ 4,572.00
Voice Line (Charter Spectrum Enterprise) 3 voice lines	\$ 119.97	\$ 1,439.64
Taxes & Fees Estimate	\$ 100.00	\$ 1,200.00
CIT Payment	\$ 767.76	\$ 9,213.12
Gsolutionz Programming/Customer Service Fees	\$ 200.00	\$ 2,400.00
Grand Total	\$ 1,568.73	\$ 18,824.76
Proposed Phone Services with Digital West		
MetroVoice with Digital West	\$ 1,196.00	\$ 14,352.00
Digital West Service Calls	\$ -	\$ -
Taxes & Fees Estimate	\$ 100.00	\$ 1,200.00
Removing Charter Spectrum Enterprise PRI voice service & 3 voice lines (above)	\$ -	\$ -
Installation of new phone system	\$ -	\$ -
Grand Total	\$ 1,296.00	\$ 15,552.00
Savings by Switching to Digital West	\$ 272.73	\$ 3,272.76

Digital West is locally owned and operated from San Luis Obispo and includes unlimited customer service support and a dedicated fiber connection to run the hosted phones at no cost. If approved, it is anticipated that the Service Agreement with Digital West would commence on November 15, 2021.

Staff recommends that the Board of Directors authorize the General Manager to enter into a Service Agreement with Digital West for new telephone service for the CCSD.

Attachments: Digital West Proposal & Terms & Conditions
 Elevate Unified Communications (Gsolutionz) Proposal
 Charter Spectrum Enterprise Proposal



DIGITAL WEST

Quote 5575

Quote Date: 08/30/2021

Expires: 10/29/2021

Prepared For

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Prepared By

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Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
Monthly Items					
1)	29	MetroVoice Essentials MetroVoice Hosted Phone Service, including: All important voice features such as Auto Attendant, Call Manager, Long Distance, Voicemail, Logs, MOH, Voicemail transcription. Handset included. Per user.	\$29.00	\$29.00	\$841.00
2)	7	MetroVoice Professional MetroVoice Hosted Phone Service, including: Standard features plus Video and Voice Meetings with screen sharing. Add on options available. Per user.	\$45.00	\$45.00	\$315.00
3)	1	MV - Add Premium Auto att Add on feature for MetroVoice Hosted. Additional auto attendant with multi level menu. Requires MetroVoice (any package). Per added Auto attendant.	\$40.00	\$40.00	\$40.00
4)	1	Ethernet - Internet Access 10/10Mbps Fiber Connectivity for MetroVoice Service.	\$0.00	\$0.00	\$0.00
Monthly Total					\$1,196.00
Subtotal					\$1,196.00
Total Taxes					\$0.00
Total					\$1,196.00

- Service Term: 36 Months.
- This quote becomes a service agreement once executed by the client, and the pricing model is fixed for the services described above.
- Installation does not include premise wiring. A site survey will be performed to ensure existing wiring will support MetroVoice. If additional wiring is needed, it will be billed separately.
- Payment Terms:

1.

This quote is made pursuant to and will be governed by the following terms and conditions: (i) if the customer has executed a separate Master Services Agreement with Digital West, then the terms and conditions of that Master Services Agreement are incorporated into this quote by this reference; or (ii) if no Master Services Agreement exists between the parties, then Digital West's "Standard Terms and Conditions for Enterprise Services" which are posted on Digital West's website at <http://digitalwest.com/standard-terms> are incorporated into this quote by this reference.

2. Term begins from date of installation. Early Termination fee's apply.

Connectivity - Colocation - Cloud - Voice

Quote 5575

- 3. Prices quoted do not include taxes or surcharges required by the FCC, CPUC, and City. Service is pre-paid. Initial payment includes non-recurring charges plus the prepayment of the first month of services (not including prorates and taxes). Once Digital West determines a circuit to be network ready, services accepted by the customer will begin billing after 5 days for a local loop and 30 days for all components.
- 4. The person signing below represents and warrants that they are authorized to execute and deliver on the behalf of Customer.

For Cambria Community Services District

Authorizing Signature _____

Name _____ Date _____

For Digital West

Authorizing Signature _____

Name _____ Date _____

STANDARD TERMS AND CONDITIONS FOR ENTERPRISE SERVICES

ARTICLE 1 – INTRODUCTION; DOCUMENTS COMPRISING AGREEMENT

1.1 Introduction. Digital West Networks, Inc. (“**Provider**”) and its Affiliates provide various facilities-based communications services, including Ethernet transport, dedicated Internet access, business phone, hosted voice, dark fiber, wavelength, colocation and related services (as applicable, the “**Services**”). These Standard Terms and Conditions for Enterprise Services (these “**T&Cs**”) may be incorporated by reference into one or more service orders, quote forms, sales agreements or other types of ordering document (each, a “**Service Order**”) that are executed by and between Provider and the customer specified in such Service Order(s) (“**Customer**”). When so incorporated, these T&Cs together with the applicable Service Order(s) shall be collectively referred to as the “**Agreement**” between Provider and Customer and shall govern Provider’s provision of Services to Customer. For purposes of the Agreement, the term “**Affiliate**” shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Each of Provider and Customer may be referred to in the Agreement as a “**Party**” and together as the “**Parties.**”

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a “**Service Site**”); (iii) the initial term of the Service Order (the “**Initial Service Term**”); (iv) the pricing for the Service, including (a) the monthly recurring charges (“**MRC**”) for the Service, and (b) any non-recurring charges (“**NRC**”) associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Depending on the location of the Service Site, in some instances Services may be provided by an Affiliate of Provider.

1.3 Additional Documents Comprising Agreement; Order of Precedence. The Service Level Agreements attached to these T&Cs as Exhibits (together, the “**SLA**”) constitute a part of these T&Cs. Customer’s use of any Services purchased pursuant to the Agreement will also be governed by Provider’s Acceptable Use Policy for Commercial Services (the “**AUP**”) which is posted on Provider’s website at <http://digitalwest.com/AUP>. Additional provisions that are applicable only to specific types of Services are contained in Provider’s Service-Specific Terms and Conditions (the “**Service-Specific T&Cs**”) which is posted on Provider’s website at <http://digitalwest.com/service-specific-terms>. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) these T&Cs (including the SLA); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific T&Cs.

ARTICLE 2 – TERM AND RENEWAL

The Initial Service Term of each Service Order shall be as specified in the Service Order. Upon expiration of the Initial Service Term of a Service Order, unless either Party terminates the Service Order by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the Initial Service Term, the Service Order will automatically renew for successive periods of one (1) year (each, a “**Renewal Term**”). During any Renewal Term for a Service Order, either Party may terminate the Service Order at the end of the then-current Renewal Term by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the then-current Renewal Term. The total period of time a Service Order is in effect is referred to as the “**Service Term**” for the Service Order at issue.

ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE AND USE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider’s control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “**Provider Equipment**”) necessary to connect Provider’s network facilities to the Customer demarcation point(s) at the Service Site (the “**Demarcation Point(s)**”); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “**Customer Equipment**”) from the Demarcation Point(s) to Customer’s internal network. Unless a Service Site is within Provider’s control, Customer shall be responsible for maintaining appropriate conditions at the Service Site, including HVAC, electrical power,

and security. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall use commercially reasonable efforts to install the Services consistent with Provider's usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer's option, participate in Provider's final testing of the Service. For Services having a committed bandwidth, the committed information rate shall be measured at the Ethernet layer and includes the Ethernet frame itself. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the "**Service Commencement Date**"). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

3.3 No Sub-Licensing; Non-Compete. Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider's business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider's service area).

ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as "**Fees**." Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within thirty (30) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Except for amounts disputed in good faith by Customer pursuant to Section 4.2 below, past due amounts shall bear interest in the amount of 1.5% per month, or the highest amount allowed by law, whichever is lower.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a "**Fee Dispute Notice**"). A Fee Dispute Notice must be submitted to Provider within thirty (30) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such thirty (30) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer's delivery of the applicable Fee Dispute Notice. Fee disputes unresolved within that time period shall be resolved by the mediation and arbitration procedures set forth in Sections 11.2 and 11.3 below.

4.3 Applicable Taxes. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider's net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, assessments, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively "**Applicable Taxes**"). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 Customer Default. Each of the following shall constitute a default by Customer under the Agreement (each a separate event of “**Default**”): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of the Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 Remedies for Customer Default. In the event of a Default by Customer under the Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer’s on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate all Service Orders entered into with Customer; and/or (iv) pursue any other remedy available to Provider under the Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.

5.3 Provider Default. Each of the following shall constitute a Default by Provider under the Agreement: (i) if Provider fails to comply with any material provision of the Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 Remedies for Provider Default. In the event of a Default by Provider under the Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); and/or (ii) pursue any other remedy available to Customer under the Agreement or applicable law. Early termination by Customer shall be accomplished by providing termination notice to Customer’s account manager and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 Early Termination for Customer Convenience. Customer may, at any time after executing a Service Order, discontinue one or more of the Services ordered and/or terminate the Service Order by giving at least thirty (30) days’ advance written notice to Customer’s account manager and to the notice address specified in Article 13 below. Any early termination of a Service pursuant to this Section 6.1 shall be referred to as “**Termination for Customer Convenience**.” In the event of Termination for Customer Convenience, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.

6.2 Early Termination for Default. In accordance with Article 5 above, either Party may elect to terminate one or more Service Orders prior to the scheduled expiration date in the event of an uncured Default by the other Party.

6.3 Termination Charge. In the event of Termination for Customer Convenience pursuant to Section 6.1 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall pay a Termination Charge to Provider. The “**Termination Charge**” shall equal the sum of the following: (i) all unpaid amounts for Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (iii) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services; and (iv) one hundred percent (100%) of all remaining MRCs Customer was to pay Provider for the Service during the remainder of the applicable Service Term. If incurred, the Termination Charge will be due and payable by Customer within thirty (30) days after the termination date of the Service at issue. Customer acknowledges

that the calculation of the Termination Charge is a genuine estimate of Provider's actual damages and is not a penalty.

6.4 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for a period equal to or greater than the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

ARTICLE 7 – CONFIDENTIAL INFORMATION

7.1 Definition of Confidential Information. “**Confidential Information**” shall mean all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under the Agreement which is disclosed by one Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals, as well as network maps or diagrams exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of the Agreement, or (iv) it was known to the Receiving Party prior to the Disclosing Party's disclosure of same.

7.2 Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. The Receiving Party shall hold all Confidential Information in confidence. The Receiving Party: (i) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under the Agreement; (ii) shall reproduce such Confidential Information only to the extent necessary for such purposes; (iii) shall restrict disclosure of such Confidential Information to employees, contractors, advisors or consultants that have a need to know for such purposes (with disclosure to contractors, advisors and consultants being limited to contractors, advisors and consultants that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (iv) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in the Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under the Agreement; and (v) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

ARTICLE 8 – LIMITATION OF LIABILITY

8.1 General Limitations. Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in the Agreement, Provider's aggregate liability for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.

8.2 Service Level Agreement. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.

8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

8.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

8.6 Disclaimer Regarding HIPAA Compliance. If and to the extent Customer is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and needs its business associates to comply with HIPAA, Provider hereby notifies Customer that Provider's operations are not compliant with HIPAA. Provider's operations are generally exempt from HIPAA pursuant to the conduit exception. However, if and to the extent the Services provided pursuant to any Service Order would not qualify for the conduit exception, Provider's operations with respect to the Services are not HIPAA compliant. Provider will not execute a business associate agreement under HIPAA.

ARTICLE 9 –INDEMNIFICATION FOR THIRD PARTY CLAIMS

9.1 Indemnification by Customer. Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the "**Provider Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under the Agreement; (ii) Customer's noncompliance with or Default under the Agreement; and/or (iii) Customer's failure to comply with applicable law in connection with its performance under the Agreement.

9.2 Indemnification by Provider. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the "**Customer Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider's negligence or willful misconduct in exercising its rights and performing its obligations under the Agreement; (ii) Provider's noncompliance with or Default under the Agreement; and/or (iii) Provider's failure to comply with applicable law in connection with its performance under the Agreement.

9.3 Indemnification Procedures for Third-Party Claims. Should any third-party claim arise under this Article 9, the indemnified Party shall promptly notify the indemnifying Party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified Party without the consent of the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying Party, all at the cost and expense of the indemnifying Party.

ARTICLE 10 – FORCE MAJEURE EVENTS

Neither Party shall be liable for any delay in or failure of performance hereunder (other than Customer’s payment obligations under Article 4) due to causes beyond such Party’s reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other severe weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, unavailability of rights-of-way, a governmental authority’s failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a “**Force Majeure Event**”). If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 11 – DISPUTE RESOLUTION

11.1 General Provisions. Except for actions seeking a temporary restraining order or injunction, or suits to compel compliance with this dispute resolution process, the Parties agree to use the dispute resolution procedures set forth in this Article 11 with respect to any controversy or claim (each, a “**Dispute**”) arising out of or relating to the Agreement. All discussions occurring and documents exchanged pursuant to Sections 11.2 and 11.3 below are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or mediation process.

11.2 Negotiations. Should any Dispute arise, either Party may give the other Party written notice of the Dispute (each, a “**Dispute Notice**”). The Parties shall use good faith efforts to resolve the Dispute through negotiation within thirty (30) days of the date on which the Dispute Notice is delivered. With respect to Fee disputes arising under Article 4, compliance with the negotiation procedures described in Section 4.2 shall be in lieu of the provisions of this Section 11.2. If the Parties do not resolve the Dispute within such thirty (30) day period, either of the Parties may submit the matter to non-binding mediation through a professional mediation service. Any Dispute that is not resolved by negotiation and is not submitted to mediation shall be resolved by binding arbitration pursuant to Section 11.4 below.

11.3 Mediation. If a Dispute is submitted to mediation, the Parties will cooperate in selecting a qualified mediator from a panel of neutral mediators having experience in the telecommunications and broadband internet industry. The Parties shall share equally in the costs of mediation. Any Dispute submitted to mediation that is not resolved within sixty (60) days of submitting the Dispute to mediation shall be resolved by binding arbitration as provided in Section 11.4 below.

11.4 Binding Arbitration. Any arbitration hearing shall be before a single neutral arbitrator and shall be held in the San Jose, California offices of Judicial Arbitration & Mediation Services, Inc., or a similar professional dispute resolution organization. The arbitration shall be administered pursuant to the commercial arbitration rules and procedures of the American Arbitration Association. The Parties shall equally share the fees of the arbitrator. The Federal Arbitration Act, 9 U.S.C. §§ 1-15, not state law, shall govern the arbitrability of all disputes.

11.5 Governing Law. The Agreement and all matters arising out of the Agreement shall be governed by the laws of the State of California. Any judicial action arising in connection with the Agreement shall be in the Superior Court of the State of California in and for San Luis Obispo County, or in the Federal District Court for the Central District of California, Western Division, as applicable. Customer waives all defenses of lack of personal jurisdiction and forum non conveniens. ***Each party irrevocably waives, to the fullest extent permitted by law, trial by jury of any disputes, claims or issues arising under the Agreement.***

ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer the Agreement or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party’s consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 13 – NOTICES

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing. Notices to Provider shall be directed to Provider's address set forth below. Notices to Customer shall be directed to Customer's addresses set forth in the applicable Service Order. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient's time). Notices received after 5:00 p.m. (recipient's time) will be effective the next business day.

Provider's Address for Notices:

Digital West Networks, Inc.
1998 Santa Barbara Avenue, Suite 200
San Luis Obispo, CA 93401
ATTN: Business Solutions

With a Copy to:

Digital West Networks, Inc.
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Legal Department

Either Party may change its notice address by giving notice to the other Party in accordance with this Article.

ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 15 – MISCELLANEOUS

15.1 Entire Agreement; Interpretation. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.2 No Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

15.3 Attorneys' Fees. If any proceeding is brought by a Party to enforce or interpret any term or provision of the Agreement, the substantially prevailing Party in such proceeding will be entitled to recover, in addition to all other relief as set forth in the Agreement, that Party's reasonable attorneys' and experts' fees and expenses.

15.4 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.

15.5 Exhibits. The following Exhibits, which are attached to these T&Cs, are incorporated herein and by this reference made a

part of these T&Cs:

- EXHIBIT A - Service Level Agreement for Lit Fiber Services
- EXHIBIT B - Service Level Agreement for Dark Fiber & Wavelength Services

15.6 Computation of Time. Except where expressly provided to the contrary, as used in the Agreement, the word “day” shall mean “calendar day,” and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term “business day” shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.7 Counterparts; Electronic Signatures. Any Service Order entered into by the Parties pursuant to these T&Cs may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document. The Parties consent to the use of electronic signatures.

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EXHIBIT A
to
Standard Terms and Conditions for Enterprise Services

Service Level Agreement for Lit Fiber Services

This Service Level Agreement for Lit Fiber Services (this “SLA”) is a part of is a part of Digital West Networks, Inc.’s (“Digital West’s”) Standard Terms and Conditions for Enterprise Services (“T&Cs”). Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of lit fiber Services provided by Digital West pursuant to the T&Cs: (a) dedicated Internet access services, (b) Ethernet transport services, (c) metro cloud SaaS services, and (d) voice services, including hosted voice.

1. AVAILABILITY SLA

Digital West’s Network is designed to provide a target **Availability of at least 99.99%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
99.99% Availability	Less than 4 minutes 20 seconds	Target Met
	4 min. 20 sec. up to 2 hours	5%
	> 2 hour up to 6 hours	10%
	> 6 hours up to 12 hours	20%
	> 12 hours up to 24 hours	35%
	> 24 hours	50%

*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

2. MEAN TIME TO RESTORE (“MTTR”) SLA

In the event of Outages in Services due to failure or malfunction of the Digital West Network or Digital West Equipment, Digital West’s CNOC is designed to provide a **MTTR of 6 hours or less**. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from Digital West on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. PACKET DELIVERY/PACKET LOSS SLA

The Digital West Network is designed to provide **no greater than 0.1% Packet Loss**. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
≤ 0.1% Packet Loss	0% - 0.1%	Target Met
	> 0.1% - 0.4%	5%
	> 0.4% - 0.7%	10%
	> 0.7% - 1.0%	25%
	> 1.0%	50%

4. LATENCY SLA

The Digital West Network is designed to provide a monthly average one-way Latency not to exceed the following:

- For “Local Market” distances of ≤ 75 miles = 10 ms
- For “Inter-Market” distances of between 76 – 750 miles = 20 ms
- For “Long-Haul” distances of > 750 miles = 50 ms

If the applicable Latency target is not achieved in a given month and Digital West does not remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the Digital West CNOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency	Target Inter-Market Latency	Target Long-Haul Latency	Actual One-Way Latency (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
10 ms or less	20 ms or less	50 ms or less	≤ Target Latency	Target Met
			> Target up to 8 ms over Target	5%
			> 8 ms up to 15 ms over Target	10%
			> 15 ms up to 20 ms over Target	25%
			> 20 ms over Target	50%

5. NETWORK JITTER SLA

The Digital West Backbone Network is designed to have a monthly average one-way Network Jitter not to exceed the following:

- For Local Market distances of ≤ 75 miles = 2 ms
- For Inter-Market distances of between 76 – 750 miles = 5 ms
- For Long-Haul distances of > 750 miles = 15 ms

If the applicable Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30th of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

“Availability” means the ability of Customer to exchange Ethernet packets with the Digital West Network via Customer’s router port. Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

$$\begin{array}{l} \text{\% Availability} \\ \text{(per calendar month)} \end{array} = \frac{\text{(Total Minutes in Month – Total Minutes of Unavailability in Month)}}{\text{Total Minutes in Month}}$$

For Ethernet Transport Services and VoIP Services, Availability is calculated at the individual circuit level, between Digital West's Backbone Network and the Customer's router port. For Dedicated Internet Access Services, Availability is calculated from the Customer's router port through the Digital West Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore "TTR" in excess of WAVE's targeted MTTR.

"Digital West Backbone Network" means Digital West's core fiber backbone that connects Digital West's POPs and regional hubs.

"Digital West's Commercial Network Operations Center" or "Digital West's CNOC" means Digital West's commercial network operations center, which is staffed 24x7x365 and can be reached at: 805-548-8000.

"Digital West Network" means all equipment, facilities and infrastructure that Digital West uses to provide Services to Customer, and includes Customer's access port. The "Digital West Network" does not include Customer owned or leased equipment (unless leased from Digital West), or any portion of Customer's local area network after the demarcation point for the Services provided by Digital West.

"Emergency Maintenance" means Digital West's efforts to correct conditions on the Digital West Network that are likely to cause a material disruption to or outage in services provided by Digital West and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. Digital West may undertake Emergency Maintenance at any time Digital West deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond Digital West's reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by Digital West, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for WAVE's delivery of the Services to Customer.

"Jitter" or "Network Jitter" refers to a variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as an aggregate average monthly metric measured by Digital West across the Digital West Backbone Network between a sample of Digital West POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

"Latency" means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on Digital West's Network to another designated point on Digital West's Network. Latency is calculated as an aggregate average monthly metric measured by Digital West across the Digital West Backbone Network between a sample of Digital West POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

"Mean Time to Restore" or "MTTR" means the average time required to restore the Digital West Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes Digital West to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the Digital West CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

“Outage” means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by Digital West. Unavailability does not include periods of Service degradation, such as slow data transmission.

“Packet Loss” means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured by Digital West across the Digital West Backbone Network between a sample of Digital West POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

“Scheduled Maintenance” means any maintenance of the portion of the Digital West Network to which Customer’s router is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the Digital West CNOC upon notification of a Service-related problem. Trouble Tickets may be generated by Digital West pursuant to its internal network monitoring process, or by Customer’s reporting of a problem to the Digital West CNOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the Digital West CNOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by Digital West will not provide a basis for Customer credits or Chronic Outage remedies.

8. CLAIMING CREDITS AND REMEDIES

8.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to Digital West. Credits are exclusive of any applicable taxes charged to Customer or collected by Digital West.

- (i) To claim SLA-related Service credits, Customer must do the following:
 - (a) Open a Trouble Ticket with the Digital West CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
 - (b) Submit a written request for the credit(s) to Customer’s account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
 - (c) Provide the following documentation when requesting the credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
 - (a) Open a Trouble Ticket regarding the Chronic Outage with the Digital West CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
 - (b) Submit a written request for a remedy regarding the Chronic Outage to Customer’s account manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and
 - (c) Provide the following documentation when requesting the remedy:
 - Customer name and contact information;

- Type of remedy requested (e.g., substitution or termination);
- Trouble Ticket numbers for each individual Outage event;
- Date and beginning/end time of each of the claimed Outages;
- Trouble Ticket number for the Chronic Outage at issue;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

8.2 Digital West's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by Digital West. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, Digital West will evaluate the claim and respond to Customer within thirty (30) days. If Digital West requires additional information in order to evaluate Customer's claim, Digital West will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Digital West's request for additional information in which to provide the requested information to Digital West. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. Digital West will promptly notify Customer of Digital West's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, Digital West will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, Digital West will notify Customer of the date on which the requested substitution or termination will occur. Digital West's determination regarding whether or not an SLA has been violated shall be final.

8.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with Digital West in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by Digital West or Digital West's Affiliates; (v) Force Majeure Events; (vi) Digital West's inability (due to no fault of Digital West) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Digital West's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) Digital West's inability to deliver Service by Customer's desired due date.

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EXHIBIT B
to
Standard Terms and Conditions for Enterprise Services

Service Level Agreement for Dark Fiber & Wavelength Services

This Service Level Agreement for Dark Fiber & Wavelength Services (this “SLA”) is a part of Digital West Networks, Inc.’s (“Digital West’s”) Standard Terms and Conditions for Enterprise Services (“T&Cs”). Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of Services provided by Digital West pursuant to the T&Cs: (i) dark fiber services, and (ii) wavelength services.

1. AVAILABILITY SLA

Digital West’s dark fiber paths and wavelengths are designed to provide a target Availability of **at least 99.9%** per calendar month. If the Availability target is not met with respect to a given dark fiber path or wavelength in a given calendar month, Customer will be entitled to a credit in the amount set forth below, which must be claimed as described in this SLA. Customer credits for Outages of dark fiber or wavelength Services are calculated on an individual path basis, and the amount of any credit is based on the portion of MRC allocable to the affected Service.

Duration of Unavailability	Customer Credit as % of MRC for the applicable Service
Less than 45 minutes	Target Met
45 Min. up to 8 hours	5%
> 8 hours up to 16 hours	10%
> 16 hours up to 24 hours	20%
> 24 hours	35%

2. MEAN TIME TO RESTORE (“MTTR”) SLA

In the event of Outages in the Services, Digital West’s CNOC is designed to provide a MTTR of **no greater than 6 hours**. If the target MTTR is not met for a particular dark fiber path or wavelength in a given calendar month, and Customer receives a Service from Digital West on the path at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Service
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different path for the Service that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the path that experienced the Chronic Outage without incurring any Termination Charge.

4. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

“Availability” means the dark fibers or the wavelength at issue is available to and accessible by Customer at the specified locations, is capable of transmitting signals and can otherwise be used by Customer. Availability does not involve the quality of data transmission. Periods of Excused Outage are not included in the Availability metric. Digital West does not monitor the use or availability of dark fiber or wavelength Services, thus any Outage must be reported to Digital West by Customer.

“Chronic Outage” means a series of three (3) or more Service Outages affecting the same Service on the path during a given calendar month, each of which has an actual time to restore “TTR” in excess of Digital West’s targeted MTTR.

“Digital West’s Commercial Network Operations Center” or “Digital West’s CNOC” means Digital West’s commercial network operations center, which is staffed 24x7x365 and can be reached at: 805-548-8000.

“Digital West Network” means all equipment, facilities and infrastructure that Digital West uses to provide Services to Customer, and includes Customer’s access port. The “Digital West Network” does not include Customer owned or leased equipment (unless leased from Digital West), or any portion of Customer’s local area network after the demarcation point for the Services provided by Digital West.

“Emergency Maintenance” means Digital West’s efforts to correct conditions on the Digital West Network that are likely to cause a material disruption to or outage in Services provided by Digital West and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. Digital West may undertake Emergency Maintenance at any time Digital West deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

“Excused Outage” means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond Digital West’s reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer’s agents, licensees or end users, electrical outages not caused by Digital West, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for Digital West’s delivery of the Services to Customer.

“Mean Time to Restore” or “MTTR” means the average time required to restore the Service(s) to a normally operating state in the event of an Outage. MTTR is calculated on a path/route basis, as a monthly average of the time it takes Digital West to repair all Service Outages on the specific path/route. MTTR is measured from the time Customer opens an Outage related Trouble Ticket is with the Digital West CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

“Outage” means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by Digital West. Unavailability does not include periods of Service degradation, such as slow data transmission.

“Scheduled Maintenance” means any maintenance of the portion of the Digital West Network to which Customer’s demarc is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the Digital West CNOC upon notification of a Service-related problem. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the Digital West CNOC and open a Trouble Ticket regarding the problem.

5. CLAIMING CREDITS AND REMEDIES

5.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to Digital West. Credits are exclusive of any applicable taxes charged to Customer or collected by Digital West.

- (i) To claim SLA-related Service credits, Customer must do the following:
 - (a) Open a Trouble Ticket with the Digital West CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
 - (b) Submit a written request for the credit(s) to Customer's account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
 - (c) Provide the following documentation when requesting the credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
 - (a) Open a Trouble Ticket regarding the Chronic Outage with the Digital West CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
 - (b) Submit a written request for a remedy regarding the Chronic Outage to Customer's account manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and
 - (c) Provide the following documentation when requesting the remedy:
 - Customer name and contact information;
 - Type of remedy requested (e.g., substitution or termination);
 - Trouble Ticket numbers for each individual Outage event;
 - Date and beginning/end time of each of the claimed Outages;
 - Trouble Ticket number for the Chronic Outage at issue;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

5.2 Digital West's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by Digital West. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, Digital West will evaluate the claim and respond to Customer within thirty (30) days. If Digital West requires additional information in order to evaluate Customer's claim, Digital West will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Digital West's request for additional information in which to provide the requested information to Digital West. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. Digital West will promptly notify Customer of Digital West's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, Digital West will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, Digital West will notify Customer of the date on which the requested substitution or termination will occur. Digital

West's determination regarding whether or not an SLA has been violated shall be final.

5.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with Digital West in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by Digital West or Digital West's Affiliates; (v) Force Majeure Events; (vi) Digital West's inability (due to no fault of Digital West) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Digital West's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) Digital West's inability to deliver Service by Customer's desired due date.

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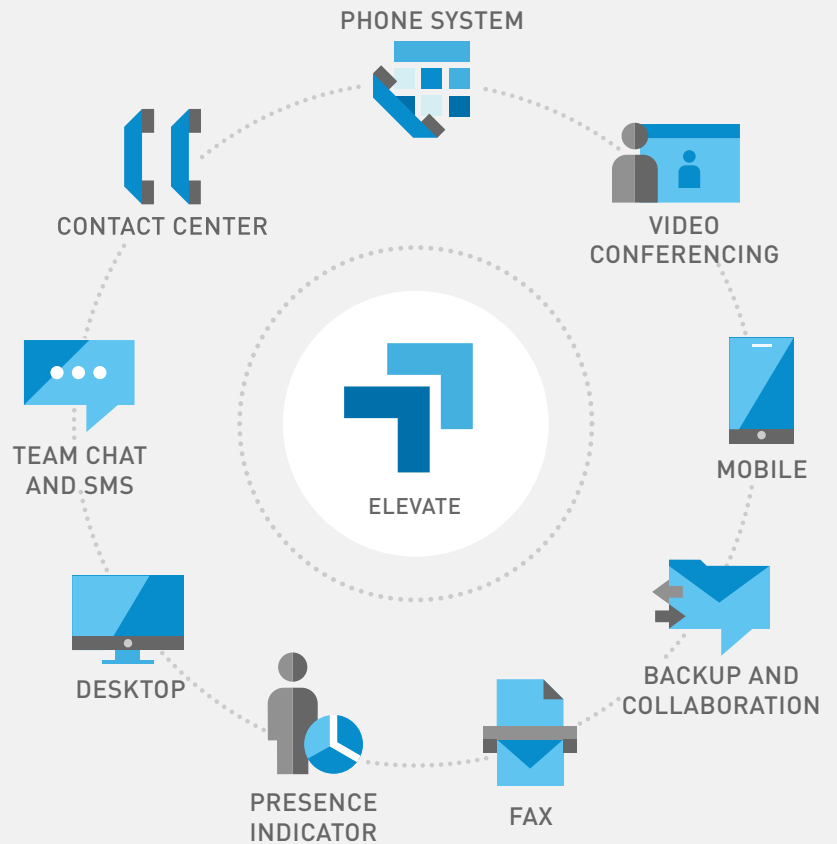
Confidential Service Proposal for Elevate

TAKE YOUR BUSINESS COMMUNICATIONS TO THE NEXT LEVEL WITH ELEVATE



Elevate Unified Communications

Elevate is an easy-to-use cloud-based unified communications system that helps employees to be more productive and collaborative. It includes a full-featured phone system combined with chat, web/video conferencing, and file collaboration and backup capabilities.



ELEVATE INCLUDES

- Includes 90+ enterprise-grade calling features
- Free local and long distance calling to anywhere in North America & Puerto Rico
- The Elevate Mobile App makes any smart phone an essential collaboration tool
- The Elevate Desktop App integrates with company directory, showing employee availability and enabling click-to-call
- Powerful video conferencing, screen sharing and file sharing features facilitate better collaboration

68 Benefits to Your Business



INCREASED PRODUCTIVITY

Elevate makes a more productive workforce

- Allows a user's mobile devices to interact seamlessly with the corporate phone system
- Virtually anywhere, anytime, and on any device - creates a more flexible workforce
- Integrated chat, video conferencing, screen sharing, file sharing, file backup and integrations extends reach and facilitates collaboration



LOWER COSTS

No phone system infrastructure hardware to buy, install, manage, upgrade or replace

- Reduces infrastructure and operating costs
- Consolidates voice and data onto one network
- 90+ enterprise-grade calling features INCLUDED in the service



HIGH RELIABILITY

Elevate's voice network is purpose-built for reliability

- Redundant East/West datacenters increase reliability and reduce latency



SIMPLIFIED SCALING & MANAGEMENT

Elevate scales according to the needs of any business

- Mix and Match packages according to user needs: Essentials, Pro and Enterprise
- Order service according to the number of users; no guessing number of lines needed
- Ordering additional service is easy & can be done online; no technician or special expertise required
- Manage service and features using user-friendly HostPilot™ portal
- Scales to a large number of users per business



BUSINESS CONTINUITY

Never miss an important business call

- Elevate automatically rings all your end points (desk phone, mobile, etc.) with every call and in the event that you don't answer, it routes the call to any number you choose (branch office, automated attendant, mobile number, etc.)



ENHANCED CUSTOMER EXPERIENCE

- Option to add Elevate Contact Center at any time
- Contact Center delivers more responsive, informed, and positive customer experiences
- Plans for businesses of all sizes, industries, and levels of sophistication

⁷⁰The Business-Class Features You Deserve



90+ ENTERPRISE-LEVEL FEATURES INCLUDED

- Call Forwarding
- Call Park
- Call Transfer
- Do Not Disturb
- Call Recording
- 3-way Calling
- Caller ID
- Extension Dialing
- HD Audio
- Call Waiting
- Receptionist Routing
- Music on Hold
- Spam Caller Protection
- ... And many more



VOICEMAIL

- Voicemail to email via WAV file
- SMS notifications
- Auto-delete of voicemail after 90 days
- Change personal greeting
- Remote voicemail access
- Voicemail transcription (Included with Pro and Enterprise packages only)



CONFERENCE BRIDGE

- Includes a unique local phone number
- Gather up to 200 participants
- Start conferences at any time with Always-On conferencing
- Ability to add video and screen sharing to your conference, if desired



BUSY LAMP FIELD (BLF)

- Indicates presence - whether another user's phone is currently in use
- Other user extension and name information is presented as virtual "buttons" on the desk phone LCD display
- The BLF display can be used for speed dials, and also to make or take calls on behalf of another user



VIDEO CONFERENCING

- HD video conferencing eliminates unnecessary travel and empowers teams with remote members to be more productive
- Share your computer desktop with team members in real time, improving collaboration and speed of decision making
- Includes a conference dial-in number and custom URLs for meetings



CALL FLIP

- Allows the user to seamlessly move an active call from the desktop phone to a mobile phone or vice versa
- Called party will hear hold music while the caller utilizing the Call Flip feature switches devices mid-call



TEAM CHAT

- Pin favorite contacts to the top of your list
- Chat messages automatically sync across desktop and mobile devices
- View free/busy/away statuses of all your contacts
- Chat messages are securely encrypted in transit and at rest

Included with Pro and Enterprise packages only



FILE COLLABORATION

- Easy and secure file sharing
- Access the most current version of files from any device
- Co-edit in real time
- Access file server content from mobile devices without a VPN



WEBFAX

- Users receive, view, manage faxes via the web, or as email attachments
- Users may send faxes from any Internet-connected PC
- Does not require an additional phone line



OPTIONAL: CONTACT CENTER (ADD-ON)

- Smart queueing technology tells customers their position in line, plus wait time
- Deep analytics and reporting help you visualize gaps and improve performance
- Omni-channel capabilities help you connect with customers through their preferred modes of communication

72 Apps/Productivity Included with Elevate



ELEVATE MOBILE APP

This powerful mobile application transforms your phone into an essential collaboration tool, making teamwork on-the-go easier than ever. See who is available, send chats and SMS messages, place calls and see voicemails - anytime, anywhere.

Never miss important calls

Extend your business phone number and extension to your mobile phone, so you can place and receive calls on-the-go or even transfer calls from your desktop phone to your mobile device—seamlessly, without interruption.

Easily collaborate from anywhere

Your full desktop chat history is synchronized with your mobile device so you can stay connected and continue conversations no matter where you are.



ELEVATE DESKTOP APP

Our desktop app brings essential collaboration tools together, making teamwork easier than ever. See who is available, send chat, place and receive calls, share screens, start video calls and share files - all from one application.*

Communicate your way

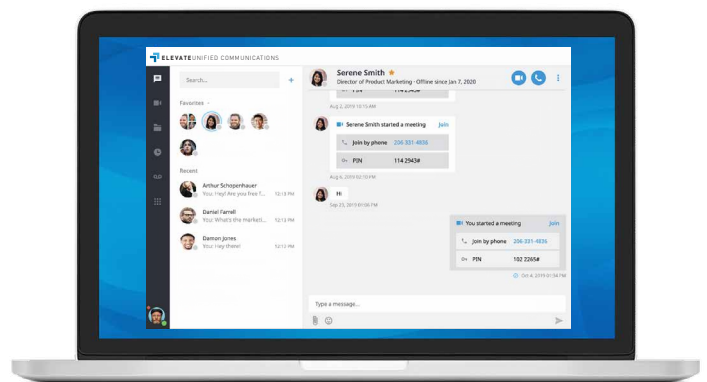
Have the flexibility to use your desktop application to place and receive calls in two ways, either as a call controller for your associated desk phone or as a softphone from your PC or Mac.

One application for collaboration

One place to see the availability of coworkers, place a phone call, start team chat and launch a video conference.

Stay connected on-the-go

With the Elevate desktop and mobile applications, you take your contacts, files and conversations with you—wherever you are.



*Pro and Enterprise packages add SMS messaging to the Desktop App



ONLINE MEETING VIDEO CONFERENCING & SCREEN SHARING

Online Meeting® is an easy-to use, reliable video collaboration tool.

- HD video conferencing: Face to face meetings eliminate unnecessary travel and empowers teams with remote members to be more productive
- Screen sharing: The computer desktop can be shared in real-time, improving collaboration and speed of decision making
- Screen annotation: Meeting participants can call out important points on a shared screen in during a meeting.
- Includes a conference dial-in number, and custom URLs for meetings

Elevate Pro includes up to 100 participants and up to 30 simultaneous video feeds

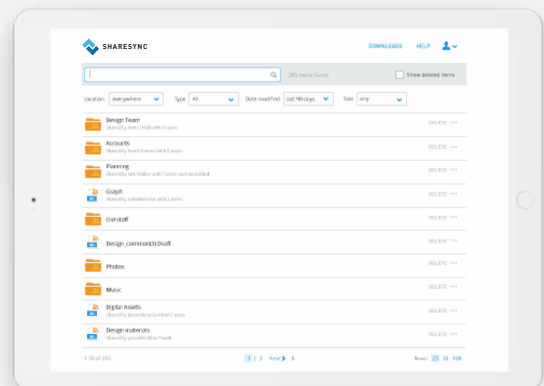
Elevate Enterprise includes up to 200 participants and up to 30 simultaneous video feeds

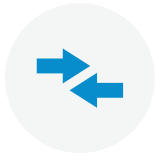


SHARESYNC® FILE SHARING & SECURITY (Included with Pro and Enterprise packages only)

File sync and share with backup for desktops, mobile devices, and file servers.

- The most current version of files from any device
- Easy and secure file sharing
- Reduced downtime from ransomware and other types of data loss
- Integration with Windows file server, Exchange Email, Active Directory, Outlook, Office, and Office 365®
- Full control over files, users, devices, and sharing activities
- Includes 10 GB/user of storage for ShareSync Backup and File Sharing





ELEVATE INTEGRATIONS

Elevate Integrations is a platform that connects powerful voice, chat, video conferencing and contact center functionalities into everyday business applications like Google®, Microsoft®, Salesforce®, and more — driving higher productivity and increasing customer retention with no heavy costs.



Increase Employee Productivity

Embed communications into everyday business applications across various teams to streamline business workflows and maximize employee efficiency.



Drive customer retention and increase revenue

Combine powerful communication capabilities with relevant customer data to ensure sales and support teams have the right information at the right time.



No heavy IT investment

Our integrations are easy to use and easy to deploy, with no heavy training or implementation costs required.

Integrations packages:

<p>ELEVATE ESSENTIALS</p> <p>+</p>	<p>Office 365 Outlook</p> <p>slack G Suite Microsoft Teams</p>
<p>ELEVATE PRO</p> <p>+</p>	<p>zoho sugarcrm zendesk</p>
<p>ELEVATE ENTERPRISE</p>	<p>servicenow Microsoft Dynamics 365 salesforce</p> <p>ORACLE® NETSUITE</p>



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SUMMARY OF SERVICES

SERVICES	ONE-TIME CHARGES	MONTHLY CHARGES
Unified Communications Services	\$36.00	\$575.68
Contact Center Services	Free	Free
Equipment	\$666.00	
Shipping	\$57.47	
Services total	\$759.47	\$575.68
PROFESSIONAL SERVICES & OTHER ITEMS		
GPS-V Service/support Monthly		\$135.00
LABOR On-site installation/testing, Remote Programming	\$3,300.00	
TRIP CHARGE Trip Charge	\$200.00	
Professional services & other items total	\$3,500.00	\$135.00
TOTALS		
Estimated taxes	\$56.77	\$56.39
Fees		\$127.36
Totals including taxes/fees	\$4,316.24	\$894.43

Notes:

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- Hardware provided on promotion is amortized over a 12-month period. Penalties on hardware for early cancellation of an account are calculated based on the percentage of the term remaining at the time of cancellation.
- Shipping charges may be estimates only and are subject to change. Actual shipping charges will be calculated at the time the order is placed.
- Taxes and fees are based on service address and can differ by address.



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MAIN LOCATION

SERVICES	QUANTITY	UNIT PRICE	ONE-TIME CHARGES	MONTHLY CHARGES
Elevate Pro Includes Cloud PBX with unlimited local and long distance calling, connection to up to 5 devices, Chat, File Sharing (10 GB/user), Online Meeting (100 web participants per meeting). 1 license is required for each unified communications user in the organization.	2	\$28.99		\$57.98
Elevate Essentials Includes Cloud PBX with unlimited local and long distance calling, connection to 1 device, Chat, Online Meeting (4 web participants per meeting). 1 license is required for each unified communications user in the organization. Polycom VVX 150 or Yealink T40G phone only.	5	\$19.99		\$99.95
Cloud PBX Resource Line (500 min) One line of service used for a single lobby, conference, paging device or general purpose phone. Includes 500 min of usage.	1	\$12.99		\$12.99
Cloud PBX Fax Line (pay per use) One line of service to be used with a fax machine. Requires a Fax Adapter (sold separately). All usage billed per minute	1	\$7.99		\$7.99
WebFax 1 WebFax is included with each eligible user license	5		Free	Free
Auto Attendant 1 Auto Attendant is included free with each account	1		Free	Free




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- Hardware provided on promotion is amortized over a 12-month period. Penalties on hardware for early cancellation of an account are calculated based on the percentage of the term remaining at the time of cancellation.
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SERVICES	QUANTITY	UNIT PRICE	ONE-TIME CHARGES	MONTHLY CHARGES
Local Number Porting Activation Fee One time charge for Local Number Portability (LNP) which provides the ability to transfer a local phone number from any existing carrier to our service.	5	\$3.00	\$15.00	
 Polycom OBi300 Fax Adapter	1	\$69.00	\$69.00	
 Yealink T40G	5		Free	Free
 Yealink T54W	2		Free	Free
Shipping 1316 Tamsen St Ste 201, Cambria, California 93428-3327			\$11.56	
Estimated taxes			\$8.54	\$17.71
Fees				\$35.82
Totals			\$104.10	\$232.44

Notes:

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- Hardware provided on promotion is amortized over a 12-month period. Penalties on hardware for early cancellation of an account are calculated based on the percentage of the term remaining at the time of cancellation.
- Shipping charges may be estimates only and are subject to change. Actual shipping charges will be calculated at the time the order is placed.
- Taxes and fees are based on service address and can differ by address.



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FIRE DEPARTMENT

SERVICES	QUANTITY	UNIT PRICE	ONE-TIME CHARGES	MONTHLY CHARGES
Elevate Pro Includes Cloud PBX with unlimited local and long distance calling, connection to up to 5 devices, Chat, File Sharing (10 GB/user), Online Meeting (100 web participants per meeting). 1 license is required for each unified communications user in the organization.	1	\$28.99		\$28.99
Elevate Essentials Includes Cloud PBX with unlimited local and long distance calling, connection to 1 device, Chat, Online Meeting (4 web participants per meeting). 1 license is required for each unified communications user in the organization. Polycom VVX 150 or Yealink T40G phone only.	3	\$19.99		\$59.97
Cloud PBX Resource Line (pay per use) One line of service used for a single lobby, conference, paging device or general purpose phone. All usage billed per minute.	3	\$5.99		\$17.97
Cloud PBX Fax Line (pay per use) One line of service to be used with a fax machine. Requires a Fax Adapter (sold separately). All usage billed per minute	1	\$7.99		\$7.99
Local Number Porting Activation Fee One time charge for Local Number Portability (LNP) which provides the ability to transfer a local phone number from any existing carrier to our service.	2	\$3.00	\$6.00	

Notes:

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- Hardware provided on promotion is amortized over a 12-month period. Penalties on hardware for early cancellation of an account are calculated based on the percentage of the term remaining at the time of cancellation.
- Shipping charges may be estimates only and are subject to change. Actual shipping charges will be calculated at the time the order is placed.
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SERVICES	QUANTITY	UNIT PRICE	ONE-TIME CHARGES	MONTHLY CHARGES
 Polycom OBi300 Fax Adapter	1	\$69.00	\$69.00	
 Yealink T40G Rebate price, 100% discount	3		Free	Free
 Yealink T40G Upfront payment	3	\$107.00	\$321.00	
 Yealink T54W	1		Free	Free
Shipping 2850 Burton Dr, Cambria, California 93428-3908			\$11.97	
Estimated taxes			\$29.69	\$13.15
Fees				\$31.84
Totals			\$437.66	\$159.91

F & R DEPARTMENT

SERVICES	QUANTITY	UNIT PRICE	ONE-TIME CHARGES	MONTHLY CHARGES
Elevate Pro Includes Cloud PBX with unlimited local and long distance calling, connection to up to 5 devices, Chat, File Sharing (10 GB/user), Online Meeting (100 web participants per meeting). 1 license is required for each unified communications user in the organization.	1	\$28.99		\$28.99




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- Hardware provided on promotion is amortized over a 12-month period. Penalties on hardware for early cancellation of an account are calculated based on the percentage of the term remaining at the time of cancellation.
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SERVICES	QUANTITY	UNIT PRICE	ONE-TIME CHARGES	MONTHLY CHARGES
Elevate Essentials Includes Cloud PBX with unlimited local and long distance calling, connection to 1 device, Chat, Online Meeting (4 web participants per meeting). 1 license is required for each unified communications user in the organization. Polycom VVX 150 or Yealink T40G phone only.	1	\$19.99		\$19.99
Cloud PBX Fax Line (pay per use) One line of service to be used with a fax machine. Requires a Fax Adapter (sold separately). All usage billed per minute	1	\$7.99		\$7.99
Local Number Porting Activation Fee One time charge for Local Number Portability (LNP) which provides the ability to transfer a local phone number from any existing carrier to our service.	2	\$3.00	\$6.00	
 Polycom OBi300 Fax Adapter	1	\$69.00	\$69.00	
 Yealink T40G	1		Free	Free
 Yealink T54W	1		Free	Free

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- Hardware provided on promotion is amortized over a 12-month period. Penalties on hardware for early cancellation of an account are calculated based on the percentage of the term remaining at the time of cancellation.
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SERVICES	QUANTITY	UNIT PRICE	ONE-TIME CHARGES	MONTHLY CHARGES
Shipping 2850 Burton Dr, Cambria, California 93428-3908			\$10.34	
Estimated taxes			\$6.42	\$4.74
Fees				\$11.94
Totals			\$91.76	\$73.65

UTILITIES DEPARTMENT

SERVICES	QUANTITY	UNIT PRICE	ONE-TIME CHARGES	MONTHLY CHARGES
Elevate Pro Includes Cloud PBX with unlimited local and long distance calling, connection to up to 5 devices, Chat, File Sharing (10 GB/user), Online Meeting (100 web participants per meeting). 1 license is required for each unified communications user in the organization.	1	\$28.99		\$28.99
Elevate Essentials Includes Cloud PBX with unlimited local and long distance calling, connection to 1 device, Chat, Online Meeting (4 web participants per meeting). 1 license is required for each unified communications user in the organization. Polycom VVX 150 or Yealink T40G phone only.	9	\$19.99		\$179.91
Cloud PBX Fax Line (pay per use) One line of service to be used with a fax machine. Requires a Fax Adapter (sold separately). All usage billed per minute	2	\$7.99		\$15.98


Notes:

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- Hardware provided on promotion is amortized over a 12-month period. Penalties on hardware for early cancellation of an account are calculated based on the percentage of the term remaining at the time of cancellation.
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SERVICES	QUANTITY	UNIT PRICE	ONE-TIME CHARGES	MONTHLY CHARGES
Local Number Porting Activation Fee One time charge for Local Number Portability (LNP) which provides the ability to transfer a local phone number from any existing carrier to our service.	3	\$3.00	\$9.00	
 Polycom OBi300 Fax Adapter	2	\$69.00	\$138.00	
 Yealink T40G	9		Free	Free
 Yealink T54W	1		Free	Free
Shipping 1316 Tamsen St Ste 201, Cambria, California 93428-3327			\$23.60	
Estimated taxes			\$12.13	\$20.80
Fees				\$47.76
Totals			\$182.73	\$293.44

Notes:

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Haley Dodson

From: Shackelford, Glenn P <Glenn.Shackelford@charter.com>
Sent: Thursday, October 7, 2021 10:26 AM
To: Haley Dodson
Subject: RE: Cambria CSD Request for Quote

Hi Haley,

Apologies I have been in and out of the office for the last few weeks. OK here is a rundown on your fiber network which you have AMAZING pricing.

2850 Burton Dr Fia 100Mbps \$650 **200Mbps FIA would be \$819 if you wanted to upgrade.**

4GB EPLAN \$255

PRI Current phone service \$420 **This would go away and would be replaced with our hosted voice solution which would come in at \$828 per month for 27 phones. The 27 phones are Polycom VVX250 this does include the phone and any wiring needed. If we walk the location and determine the wiring needs and final features the price could lower just a bit. All of this is free install. We have a major advantage to all other carriers we can control the quality of the phone calls because we control the fiber network. IF you buy a solution like this from someone else they CANNOT control the quality of your phones calls. It would be good to get together with your manager and go over why this is. Even your IT company cannot control the quality of the phone calls. Only our solution guarantees the call quality.**

5500 Heath Ln 1GB EPLAN \$400

2021 Rodeo Grounds RD 1GB EPLAN \$128

1000 Main St 1GB EPLAN

1316 Tamsen St 1GB EPLAN \$215

Thank you,

Glenn Shackelford | Major Account Executive
805.459.2049 M
270 Bridge St | San Luis Obispo, CA 93401



CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.D.**

FROM: John F. Weigold IV, General Manager

Meeting Date: October 21, 2021 Subject: Consideration of Adoption of Resolution 39-2021 Amending the District Salary Schedule

RECOMMENDATIONS: Staff recommends that the Board of Directors consider adoption of Resolution 39-2021 to amend the CCSD salary schedule.

FISCAL IMPACT:

The FY 2021/2022 budget includes the wage increases approved by the Board for Management & Confidential Employees (MCE), Service Employees International Union, Local 620 (SEIU) and International Associated Firefighters, Local 4635 (IAFF) represented employees and the State of California minimum wage increase for Reserve Firefighters.

Included in the IAFF represented employees is the firefighter position, which will be funded by the newly awarded SAFER grant. A budget adjustment will be required as part of the first quarter report, to recognize the SAFER grant funding and the associated salary and benefit costs.

DISCUSSION:

The Board approved a three-year wage increase for MCE on November 19, 2020. The second-year increase is effective November 19, 2021, and includes a salary increase of 2%.

The Board approved the SEIU Memorandum of Understanding (MOU) on January 16, 2020. This SEIU MOU includes a five-year wage increase ranging from 1.25%-1.5% and 1.0% equity adjustment for Water, Wastewater and Maintenance classifications. The third year of the wage increase is 1.5%, plus certain classes receive an equity adjustment of 1% and is effective January 29, 2022.

The Board approved the IAFF MOU on March 12, 2020. This IAFF MOU includes a five-year wage increase ranging from 3%-4%. The third year of the wage increase is 3.75% and is effective January 1, 2022. As noted above, the IAFF represented employees includes the SAFER grant funded firefighter position.

The State of California began a 6-year minimum wage increase schedule starting on January 1, 2017 and ending on January 1, 2022, to raise the minimum wage to \$15.00 per hour, for businesses with 26 or more employees. This will be the sixth year and final year of minimum wage increases for the Reserve Firefighter classifications, which are effective January 1, 2022.

Staff recommends the Board adopt Resolution 39-2021 amending the District salary schedule for the previously negotiated wage increases of MCE, SEIU and IAFF represented employees.

Attachments: Resolution 39-2021 and Exhibit A

RESOLUTION 39-2021
OCTOBER 21, 2021

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
AMENDING THE DISTRICT'S SALARY SCHEDULE

WHEREAS, the Board of Directors adopted a revised CCSD Salary Schedule on August 19, 2021; and

WHEREAS, the CCSD's Salary Schedule is required to be amended to implement the second year term of the Management and Confidential Employees (MCE) group Memorandum of Understanding to increase wages by 2%, effective November 19, 2021; and

WHEREAS, the CCSD's Salary Schedule is required to be amended to implement the third year term of the Service Employees International Union, Local 620 Memorandum of Understanding to increase wages by 1.5% and a 1% equity adjustment for Water, Wastewater and Maintenance classifications, effective January 29, 2022; and

WHEREAS, the CCSD's Salary Schedule is required to be amended to implement the third year term of the International Association of Firefighters, Local 4635 Memorandum of Understanding to increase wages by 3.75%, effective January 1, 2022; and

WHEREAS, the CCSD's Salary Schedule is required to be amended to reflect the mandatory minimum wage rate increase, for Reserve Firefighter classifications, effective January 1, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District that the Cambria Community Services District Salary Schedule, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved.

Resolution 39-2021 was adopted at a Regular Meeting of the Cambria Community Services District on October 21, 2021.

Cindy Steidel
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Ossana Terterian
Board Secretary

Timothy J. Carmel
District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT
SALARY SCHEDULE
FOR THE PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022
Updated October 21, 2021

POSITION TITLE						10 YEARS	15 YEARS	20 YEARS
	STEP A	STEP B	STEP C	STEP D	STEP E	SERVICE STEP E+5%	SERVICE STEP E+7.5%	SERVICE STEP E+10%
SERVICE EMPLOYEES INTERNATIONAL UNION (ANNUAL AMOUNTS) - Wage Increases Effective 1st Full Payroll Following January 16, 2022								
Administration (Includes 1.5% Wage Increase)								
Clerical Assistant	36,609	38,439	40,361	42,380	44,498	46,723	47,836	48,948
Administrative Technician I	43,667	45,851	48,143	50,550	53,078	55,732	57,059	58,386
Administrative Technician II	51,995	54,595	57,325	60,191	63,201	66,361	67,941	69,521
Board Secretary	51,995	54,595	57,325	60,191	63,201	66,361	67,941	69,521
Administrative Technician III	63,160	66,318	69,634	73,116	76,772	80,610	82,530	84,449
Finance Specialist-Payroll/Benefits	63,160	66,318	69,634	73,116	76,772	80,610	82,530	84,449
Facilities & Resources (Includes 1.5% Wage Increase & 1.0% Equity Adjustment)								
Maintenance Technician	47,747	50,134	52,641	55,273	58,036	60,938	62,389	63,840
Water, SWF & Wastewater Operations (Includes 1.5% Wage Increase & 1.0% Equity Adjustment)								
Water Treatment OIT	47,509	49,884	52,378	54,997	57,747	60,635	62,078	63,522
Water Treatment Operator I	49,690	52,174	54,783	57,522	60,398	63,418	64,928	66,438
Water Treatment Operator II	56,289	59,103	62,059	65,161	68,420	71,840	73,551	75,261
Water Systems Operator T3/D2	63,764	66,952	70,300	73,815	77,506	81,381	83,319	85,256
WasteWater Collection System Worker	49,867	52,361	54,979	57,728	60,614	63,645	65,160	66,675
WasteWater Systems OIT	52,492	55,117	57,873	60,766	63,805	66,995	68,590	70,185
WasteWater Systems Operator I	55,177	57,936	60,832	63,874	67,068	70,421	72,098	73,774
Laboratory Technician	60,965	64,013	67,214	70,575	74,103	77,808	79,661	81,514
WasteWater Systems Operator II	62,193	65,303	68,568	71,996	75,596	79,376	81,266	83,155
WasteWater Systems Operator III	68,717	72,153	75,761	79,549	83,526	87,702	89,790	91,879
CAMBRIA FIREFIGHTERS (IAFF LOCAL: 4635) (ANNUAL AMOUNTS) 3.75% Wage Increases Effective 1st Full Payroll Following December 31, 2021								
Fire Captain	80,143	84,150	88,357	92,775	97,414	102,285	104,720	107,155
Fire Engineer	66,466	69,790	73,279	76,943	80,790	84,830	86,850	88,869
CAMBRIA FIREFIGHTERS (IAFF LOCAL: 4635) (HOURLY AMOUNTS) 3.75% Wage Increases Effective 1st Full Payroll Following December 31, 2021								
Firefighter (SAFER Grant)	18.93	19.88	20.87	21.91	23.01	N/A	N/A	N/A
CAMBRIA RESERVE FIREFIGHTERS (HOURLY RATE: NO STEPS) \$1.00 salary increase, effective January 1, 2022								
Reserve Recruit Firefighter **	15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Reserve Firefighter **	15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Reserve Fire Engineer **	16.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Reserve Lieutenant **	17.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CAMBRIA EXEMPT EMPLOYEES (ANNUAL AMOUNTS) 2% Wage Increases Effective November 19, 2021								
Administrative Analyst - HR & IT	84,963	89,211	93,672	98,355	103,273	N/A	N/A	N/A
Facilities & Resources Manager	91,347	95,914	100,710	105,746	111,033	N/A	N/A	N/A
Program Manager	91,347	95,914	100,710	105,746	111,033	N/A	N/A	N/A
Water Systems Superintendent	102,712	107,848	113,240	118,902	124,847	N/A	N/A	N/A
Wastewater Systems Superintendent	102,712	107,848	113,240	118,902	124,847	N/A	N/A	N/A
Finance Manager	112,259	117,872	123,766	129,954	136,452	N/A	N/A	N/A
District Engineer/Utilities Department Manager	124,609	130,840	137,382	144,251	151,463	N/A	N/A	N/A
Fire Chief	124,609	130,840	137,382	144,251	151,463	N/A	N/A	N/A
Administrative Department Manager	124,609	130,840	137,382	144,251	151,463	N/A	N/A	N/A
General Manager	170,000	170,000	170,000	170,000	170,000	N/A	N/A	N/A

** Increase rate \$1.00 per year January 1, 2019-January 1, 2022

Red denotes a change

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.E.**

FROM: John F. Weigold, IV, General Manager

Meeting Date: October 21, 2021	Subject: Consideration of Adoption of Resolution 40-2021 Regarding the Continued Local State of Emergency Declaration
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RECOMMENDATIONS:

It is recommended that the Board of Directors consider adoption of Resolution 40-2021 declaring a continued local state of emergency in the Cambria Community Services District due to the coronavirus pandemic.

FISCAL IMPACT:

The District continues to work with customers challenged with paying for their water and wastewater utility services, due to the impact of the COVID-19. Listed below is a recap of the billing cycle, the number & dollar amount of late customers, as of October 8, 2021:

Billing Cycle	Late #	\$	Pmt Pln	\$
Sep-Oct 2020 & Prior	2	4,110.53	0	-
Nov-Dec 2020	7	1,599.80	0	-
Jan-Feb 2021	15	3,416.47	0	-
Mar-Apr 2021	23	7,135.86	0	-
May-Jun 2021	68	23,486.74	2	346.47
Jul-Aug 2021	0	-	6	4,026.01
	115	39,749.40	8	4,372.48

The number and dollar amount of late customers for the July-August 2021 billing cycle was not available at the time of writing this report. The overall fiscal impacts and any potential FEMA grant reimbursement associated with the COVID-19 are unknown at this time.

DISCUSSION:

As the Board is aware, the State and County of San Luis Obispo have adopted a number of executive orders declaring a public health emergency and imposing restrictions on the general population to help control the spread of the COVID-19 virus. The Board of Directors adopted Resolution 52-2020 on November 19, 2020, which requires the Board to determine whether a local state of emergency continues to exist once a month. As the COVID-19 virus continues to ravage the State and country, it is recommended that the Board adopt Resolution 40-2021 declaring a continued local state of emergency.

Attachment:

1 - Resolution 40-2021

**RESOLUTION 40-2021
October 21, 2021**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMBRIA COMMUNITY SERVICES DISTRICT DECLARING A CONTINUED LOCAL STATE OF EMERGENCY DUE TO THE CORONAVIRUS (COVID 19) PANDEMIC

WHEREAS, on March 23, 2020 The Board of Directors (“Board”) adopted Resolution 09-2020 declaring a state of emergency to exist in the Cambria Community Services District as a result of the coronavirus pandemic; and

WHEREAS, on November 20, 2020, the Board adopted Resolution 52-2020, which requires the Board to determine whether a local state of emergency continues to exist within the District once per month.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Cambria Community Services District that a local state of emergency continues to exist in the Cambria Community Services District as a result of the coronavirus pandemic.

PASSED AND ADOPTED THIS 21st day of October 2021.

Cindy Steidel, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Ossana Terterian
Board Secretary

Timothy J. Carmel
District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.F.**FROM: John F. Weigold, IV, General Manager
Timothy Carmel, District Counsel

Meeting Date: October 21, 2021	Subject: Consideration of Adoption of Resolution 41-2021 Authorizing the Continuance of Remote Teleconference Meetings of the Legislative Bodies of the Cambria Community Services District Pursuant to Government Code Section 54953(e)(3)
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RECOMMENDATIONS:

It is recommended that the Board of Directors consider adoption of Resolution 41-2021 to continue authorizing remote teleconference meetings of the legislative bodies of the Cambria Community Services District Section 54953(e)(3).

FISCAL IMPACT:

The fiscal impact of continuing to implement the teleconferencing requirement, for CCSD Board, Standing Committees and PROS Commission regular and special meetings includes AGP Video expense and continuing the Zoom subscription. An estimate of cost of expenses for a regular and special Board meeting are listed below. AGP Video does not attend and support Standing Committee and PROS Commission meetings.

Teleconference Meeting Expense – AGP Video & Zoom	
Contract Rate - Meeting (up to 3 hours)	\$350.00
Overtime Rate	\$125.00
SLO-SPAN Streaming	\$200.00
Zoom Subscription – Monthly	\$389.90
Grand Total per meeting	\$1,064.90

DISCUSSION:

At the September 24, 2021 Board of Directors meeting the Board of Directors adopted Resolution 37-2021 authorizing remote teleconference meetings of the legislative bodies of the Cambria Community Services District in accordance with newly adopted Government Code Section 54953(e) that was added to the Brown Act by AB 361.

Government Code Section 54953(e) permits legislative bodies, when there is a proclaimed State of Emergency declared by the Governor pursuant to Government Code Section 8625, to make a determination to authorize meeting remotely via teleconferencing as a result of the emergency. To do so, a resolution needs to be adopted in which the legislative body finds that meeting in person would present imminent risks to the health or safety of attendees, or that State or local officials have imposed or recommended measures to promote social distancing.

The initial resolution is valid for thirty (30) days after teleconferencing for the first time pursuant to Government Code section 54953(e). If the State of Emergency remains active after that 30 day period, the local agency may act to renew its resolution and continue authorizing remote teleconferenced meetings by passing another resolution which includes findings that the State of Emergency declaration remains active, the local agency has reconsidered the circumstances of the State of Emergency, and the local agency has either identified: A) ongoing, direct impacts to the ability to meet safely in-person, or B) active social distancing measures as directed by relevant state or local officials.

Resolution 37-2021, adopted on September 24, 2021, included findings and was based upon a determination that as a result of the proclaimed State of Emergency in California due to the COVID-19 pandemic, and its continued spread in San Luis Obispo County and Cambria through the Delta variant of SARS-CoV-2, which is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others, holding meetings in person would present imminent risks to the health or safety of attendees.

Resolution 37-2021 became effective immediately and remained in effect for thirty (30) days after teleconferencing for the first time pursuant to Government Code section 54953(e). In order to continue to hold remote teleconferenced meetings in November, the Board of Directors will need to adopt a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the Cambria Community Services District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of Government Code Section 54953. Since the circumstances that led to adoption of Resolution 37-2021 have not changed, Resolution 41-2021 has been prepared for Board consideration.

Attachment: Resolution 41-2021

RESOLUTION 41-2021
October 21, 2021

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT MAKING
FINDINGS IN ACCORDANCE WITH GOVERNMENT
CODE SECTION 54953(e)(3), AUTHORIZING THE CONTINUANCE OF
REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT

WHEREAS, on March 4, 2020 Governor Newsom declared a State of Emergency in the State of California pursuant to Government Code Section 8625 as a result of the threat of the Coronavirus (COVID-19) pandemic, which declaration continues to be in effect; and

WHEREAS, on September 16, 2021 Governor Newsom signed AB 361, which added subsection (e) to Government Code section 54953 of the Brown Act, and makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition of Government Code Section 54953(e) is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the State caused by conditions as described in Government Code section 8558; and

WHEREAS, in addition to the Governor's proclamation of a State of Emergency, on March 23, 2020 the Board of Directors ("Board") adopted Resolution 09-2020 declaring a State of Emergency to exist in the Cambria Community Services District as a result of the Coronavirus pandemic; and has continued to make determinations that a local State of Emergency continues to exist in the Cambria Community Services District as a result of the Coronavirus pandemic; and

WHEREAS, there has been a significant increase in COVID-19 cases in San Luis Obispo County due primarily to the Delta variant of SARS-CoV-2, the virus that causes COVID-19. Emerging evidence indicates that the Delta variant is far more transmissible than prior variants of the virus, may cause more severe illness, and can be spread even by fully vaccinated individuals; and

WHEREAS, on September 24, 2021 the Board of Directors adopted Resolution 37-2021, finding that the requisite conditions exist for the legislative bodies of the Cambria Community Services District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the State of Emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, the Board of Directors now desires to adopt a Resolution finding that the requisite conditions exist for the legislative bodies of the Cambria Community Services District, as defined in the Brown Act, to continue to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District as follows:

1. The above recitals are true, correct and are incorporated herein by this reference.
2. In accordance with the requirements of Government Code Section 54953(e)(3), the Board of Directors of the Cambria Community Services District hereby finds and determines that it has reconsidered the circumstances of the State of Emergency and that the State of Emergency continues to exist and to directly impact the ability of the members to meet safely in person due to the COVID-19 pandemic, and its continued spread in San Luis Obispo County and Cambria through the Delta variant of SARS-CoV-2, which is far more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others, and therefore holding meetings in person would present imminent risks to the health or safety of attendees.
3. The General Manager and legislative bodies of the Cambria Community Services District are hereby authorized and directed to continue to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public remote teleconferencing meetings in accordance with the requirements of Government Code section 54953(e) and other applicable provisions of the Brown Act.
4. This Resolution shall take effect immediately upon its adoption and shall be effective for thirty (30) days after its adoption, subject to being extended for an additional 30 day period by the Board of Directors adoption of a subsequent resolution in accordance with Government Code section 54953(e)(3) to further extend the time during which the legislative bodies of the Cambria Community Services District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of Government Code section 54953.

Resolution 41-2021 was adopted at a regular meeting of the Cambria Community Services District on October 21, 2021.

Cindy Steidel,
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Ossana Terterian, Board Secretary

Timothy J. Carmel, District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.G.**FROM: John F. Weigold IV, General Manager
Pamela Duffield, Finance Manager

Meeting Date: October 21, 2021

Subject: Consideration to Adopt Resolution 42-2021 Authorizing Applicant's Agent Designation for the California Governor's Office of Emergency Services

RECOMMENDATIONS:

Staff recommends the Board of Directors adopt Resolution 42-2021 authorizing applicant's agent designation for the California Governor's Office of Emergency Services.

FISCAL IMPACT:

The adopted fiscal year 2021/2022 budget includes \$104,265, for permanent storm damage repairs. The total amount of eligible storm damage disaster recovery funding is currently unknown.

DISCUSSION:

The January-February 2021 rain storms damaged and flooded several District owned facilities and equipment. This storm damage resulted in immediate repairs being needed during fiscal year 2020/2021 and permanent repairs in fiscal year 2021/2022. Staff submitted estimated storm damage costs to the San Luis Obispo County Office of Emergency Services (SLO-OES) in February 2021 and has been awaiting approval of storm damage recovery. On August 31, 2021, SLO-OES was notified that California State Disaster Assistance was approved for the January-February 2021 storms.

The State of California requires a designation of applicant's agent resolution for the purpose of obtaining certain federal financial assistance under P.L. 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

Staff recommends the Board of Directors adopt Resolution 42-2021 authorizing applicant's agent designation for the California Governor's Office of Emergency Services, which allows staff to proceed with the storm damage claim process.

Attachment: Resolution 42-2021 Authorizing Applicant's Agent Designation for the California Governor's Office of Emergency Services

CAMBRIA COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 42-2021

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMBRIA
COMMUNITY SERVICES DISTRICT DESIGNATION OF APPLICANT'S
AGENT RESOLUTION**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CAMBRIA COMMUNITY

SERVICES DISTRICT THAT General Manager or
Finance Manager

is hereby authorized to execute for and on behalf of the Cambria Community Services District, a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the Cambria Community Services District, a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Passed and approved by the Board of Directors of the Cambria Community Services District at a regular meeting held on the 21st day of October 2021.

Cindy Steidel, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Ossana Terterian, Board Secretary

Timothy J. Carmel, District Counsel

CERTIFICATION

I, Ossana Terterian, duly appointed and Board Secretary of Cambria Community Services District, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Board of Directors of the Cambria Community Services District on the 21st day of October 2021.

Date: October 21, 2021

Board Secretary
Official Position

Signature

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.A.**

FROM: John F. Weigold IV, General Manager

Meeting Date: October 21, 2021Subject: Discussion and Consideration of
Strategic Plan Status Report and
Update

RECOMMENDATIONS:

Staff recommends that the Board of Directors discuss and consider the monthly updates to the Strategic Plan.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

DISCUSSION:

The Board held a special meeting on July 30th and adjourned to August 3rd to update the strategic plan, which included a review of and further development of goals for the next three years and underlying objectives to be largely accomplished over the next six months. Staff recommends that the Board discuss and consider the Strategic Plan status report and update the report as necessary. The Board will review the progress of the goals and objectives monthly and plans to hold a comprehensive Strategic Plan update session early in 2022 during a special meeting.

Staff recommends the Board review, discuss and consider the monthly updates to the Strategic Plan.

Attachment: 2021 Strategic Plan and Board Goals and Objectives

C A M B R I A C O M M U N I T Y S E R V I C E S D I S T R I C T
S I X - M O N T H S T R A T E G I C O B J E C T I V E S

2 August 2021 – 15 January 2022

(Note – Changes from previous monthly report are reflected in red)

THREE-YEAR GOAL: INCREASE AND IMPROVE COMMUNICATION WITH THE PUBLIC						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the August 12, 2021 Board meeting	GM John Weigold IV	Present to the Board for consideration a policy regarding CCSD communications with the public through social media.	X			Adopted by CCSD Board at its 9/16 meeting.
2. By Dec 15, 2021	GM John Weigold IV	Develop a public outreach program, including a proactive communications plan and administrative procedure to ensure all news and updates are written with a consistent voice and format.			X	In progress following Board approval of the CCSD Social Media Policy on 9/16.

THREE-YEAR GOAL: ACHIEVE AND SUSTAIN ADEQUATE FINANCIAL RESOURCES TO FULFILL THE MISSION						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By Nov. 15, 2021	GM John Weigold IV and Finance Manager Pamela Duffield (co-leads), working with the Finance Committee	Identify potential funding resources to address underfunded, under-resourced and understaffed services/support needs and present to the Board of Directors for discussion and possible consideration.		X		Finance ad hoc committee provided draft final report to the Finance Committee at it 9/28 meeting and preparing final report for November Board meeting.
2. By Dec. 1, 2021	GM John Weigold IV and Finance Manager Pamela Duffield	Complete the Tyler Financial System Implementation.		X		In progress
3. By Jan. 15, 2022	GM John Weigold IV and Finance Manager Pamela Duffield (co-leads), working with the Finance Committee	Identify potential structural changes to address underfunded, under-resourced and understaffed services/support needs and present to the Board of Directors for discussion and possible consideration.		X		Finance ad hoc committee scheduled to be formed at the 10/26 Finance Committee meeting.

THREE-YEAR GOAL: ACHIEVE A BALANCED POLICY FOR GROWTH AND RESOURCES						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. October 1, 2021	Board of Directors (Cindy Steidel – lead)	Establish an ad hoc committee whose charge would be to develop a strategy to get community input regarding achieving a balanced policy for growth and resources, including natural resources.		X		Directors Farmer and Gray to form ad hoc committee.
2. December 30, 2021	Utilities Dept. Manager Ray Dienzo - lead, working with Staff & Board ad hoc (Donn Howell & Cindy Steidel)	Present to the Board of Directors a process to address policy recommendations for accessory dwelling units (ADU) and affordable housing.			X	Staff coordinating with the County. A long-term policy recommendation may be delayed until the end of the year. Discussion regarding an interim policy may be appropriate.

THREE-YEAR GOAL: DEVELOP AND IMPLEMENT A LONG-TERM INFRASTRUCTURE AND RESOURCES PLAN						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. December 15, 2021	CCSD Dir. Karen Dean and Utilities Dept. Manager Ray Dienzo (co-leads), working with GM John Weigold IV and the R & I Committee	Prioritize short term infrastructure requirements for future resourcing and present to the Board of Directors for review and possible consideration.			X	R&I Committee formed two ad hoc committees (Enterprise and Admin fund ad hocs) at their 9/13 meeting and both ad hocs met on Oct 14. Next Enterprise ad hoc meeting is scheduled for Oct 20. Updating priorities on the WWTP CIP list before moving on to Water and WRF.
2. December 15, 2021	Utilities Dept. Manager Ray Dienzo, working with the R&I Committee	Prioritize the remaining non-funded Utility Department SST projects' requirements for future resourcing.			X	R&I Committee formed ad hoc committees at their 9/13 meeting and met on Oct 14. Next meeting is scheduled for Oct 20. Further work on this item is pending SST financing.
3. January 1, 2022	CCSD Dir. Karen Dean, working with the R&I Committee	Coordinate and review the asset management for all CCSD departments. (Action and Timing Dependent upon implementation of applicable elements of the Tyler System).				
4. FUTURE OBJECTIVE	CCSD Dir. Karen Dean, working with the R&I Committee	Prioritize long term infrastructure requirements for future resourcing				

THREE-YEAR GOAL: ACHIEVE COMMUNITY PREPAREDNESS FOR WILDFIRES AND OTHER EMERGENCIES						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Dec. 15, 2021	Fire Chief William Hollingsworth	Meet and confer to review and update the adopted Multi-Jurisdictional Hazard Mitigation Plan for Cambria, and report results to the CCSD Board.		X		Initial planning meeting scheduled for 11/4 to assign job responsibilities for members of CCHD and CCSD.
2. TBD	Facilities and Resource Manager Carlos Mendoza, working with Executive Dir. of the Friends of the Fiscalini Ranch	Look at options to update the Forest Management Plan for the Fiscalini Ranch and present the options to the Board of Directors of the Friends of the Fiscalini Ranch (FFRP), who will discuss funding at its December meeting.			X	At its 9/16 meeting the Board set aside this objective until other related strategic plan actions are more mature, resolved and a resolution relative to the Forest ad hoc committee is established.
3. Jan. 15, 2022	Establish Board Ad Hoc Committee comprised of Directors Tom Gray and Karen Dean as lead working with Dave Pierson and the Fire Safe Focus Group	Identify potential additional evacuation routes and capabilities, supporting relevant grant applications and report results to the CCSD Board		X		In progress

<p>4. Jan. 15, 2022</p>	<p>Fire Chief William Hollingsworth working with Dave Pierson and District Counsel</p>	<p>Research and develop a Defensible Space Ordinance for the community of Cambria and present it to the Board for consideration.</p>				<p>Not yet begun</p>
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CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.B.**FROM: John F. Weigold, IV, General Manager
Timothy Carmel, District Counsel

Meeting Date: October 21, 2021

Subject: Discussion and Consideration of
Introduction of Ordinance 04-2021
Adding Chapter 6.09, Mandatory
Organic Waste Disposal Reduction, to
the Cambria Community Services
District Code to Comply with the
Requirements of SB 1383**RECOMMENDATIONS:**

It is recommended that the Board of Directors discuss, consider, and introduce Ordinance 04-2021 adding Chapter 6.09, Mandatory Organic Waste Disposal Reduction, to the Cambria Community Services District Code by title only and waive further reading in order to comply with the requirements of Senate Bill 1383 (SB 1383).

FISCAL IMPACT:

There is no direct fiscal impact as a result of this item. Under the proposed ordinance, implementation and enforcement would be the responsibility of District staff, as explained below; however, it is anticipated that many of the tasks will be delegated to and handled by the San Luis Obispo Integrated Waste Management Authority (IWMA). The IWMA assesses a solid waste management fee on refuse haulers to fund their activities. With regard to fees and rates, IWMA has advised of the following:

Public Resources Code Section 42652.5 authorizes local jurisdictions to collect reasonable and necessary fees to recover the costs of implementing SB 1383 regulations. Regarding fee adjustments, there are 3 different fee increases, or new fees, that will need to be identified and approved for inclusion in the franchise hauler's rate structure, all of which the final amounts and scheduling for implementation are not known at this time as each is still being identified and finalized:

1. Collection rates will need to be increased to add the cost of SB 1383 activities undertaken by the franchise hauler to comply with the regulations.
2. The IWMA fee that is on the garbage bill as a separate line item (currently 2%), will need to increase for the IWMA costs associated with implementing SB 1383. The IWMA Board approved the 1.25% fee increase in June 2021, but due to subsequent actions taken the SLO County Board of Supervisors regarding the IWMA JPA membership in July 2021, that previous fee increase action is under review and is expected to change.
3. The District SB 1383 fee will need to be added to the franchise hauler agreement during negotiations (like the AB 939 fee in the current agreement) for District staff time associated with SB 1383 implementation and compliance.

Once these three fees are fully identified, the District will assess the need to go through a Prop 218 process for a rate adjustment resulting from SB 1383 implementation.

DISCUSSION:

Background and Overview

The Cambria Community Services District provides solid waste services pursuant to Government Code Section 61100(c), and Mission Country Disposal is the District's franchisee that provides solid waste collection services to the community. Government Code Section 61060(b) provides the District with the authority "To adopt, by ordinance, and enforce rules and regulations for the administration, operation, and use and maintenance of the facilities and services listed in Part 3 (commencing with Section 61100)." The Board of Directors is now being asked to consider the introduction of Ordinance 04-2021 adding Chapter 6.09, Mandatory Organic Waste Disposal Reduction, to the Cambria Community Services District Code in order to comply with the requirements of SB 1383.

SB 1383 was signed into law on September 19, 2016, to require a reduction of organic waste disposal to landfills from 2014 levels by 75% and increase edible food recovery by 20%, by 2025. SB 1383 is the most significant waste reduction mandate to be adopted in the State of California in the last 30 years and requires all jurisdictions in the State that provide solid waste collection and disposal services to implement a mandatory organic recycling ordinance by January 1, 2022. This legislation requires all businesses, residents, and multi-family apartments to have access to recycling programs that capture food scraps, landscaping waste, and other organic waste materials in order to reduce the production of methane gas. This law has significant policy and legal implications for State and local governments, including cities, counties and special districts that provide solid waste services.

In accordance with SB 1383, the California Department of Resources Recycling and Recovery (CalRecycle), which is the State Department tasked with administering California's waste and recycling programs, developed prescriptive regulations to achieve the State's outlined organic waste disposal goals by 2025. In November 2020, CalRecycle released the final regulations for SB 1383.

On January 1, 2022, CalRecycle's regulations will become enforceable, and will require each jurisdiction to adopt a mandatory recycling ordinance. SB 1383 allows entities to take an educational and non-punitive approach to enforcement for the first two years of the ordinance being in effect (2022 and 2023). Taking an educational approach will allow the District and its franchise waste hauler, Mission Country Disposal, to work with Cambria residents and businesses to inform them of the requirements. Under this regulatory enforcement program, the enforcing agency, CalRecycle will have discretion to determine the level of penalty necessary to remedy any given violation by jurisdictions, but can impose penalties of up to \$10,000 per day against a jurisdiction if this law is not complied with. Demonstrated good faith efforts and progress towards compliance will likely result in fewer penalties.

Under the new State mandates, each resident and business must subscribe to an organic waste collection service that either "source-separates" the waste (e.g., separate bins), or transports all unsegregated waste to a facility that recovers 75% of the organic content collected from the system. This law puts the onus on local jurisdictions to enforce waste reduction through various means, including, but not limited to: inspections/audits of residential and commercial refuse

containers; facilitation of agreements between commercial edible food generators (e.g., schools, hospitals, large restaurants, and large grocery stores) and food recovery organizations and providers to ensure that recoverable food is diverted and not put into the waste stream; conducting education and outreach; and District procurement of recyclable and recovered organic products.

As noted, the District is required to enact an ordinance codifying these regulations. Monitoring and education must begin in 2022, and enforcement actions must start January 1, 2024. The State is leaving it to the discretion of the local agency to determine what forms of enforcement actions to impose, but suggests first providing educational materials, then issuing a notice of violation, and finally imposing penalties. The State's suggested penalties, incorporated into the draft ordinance, include a base penalty of \$50-\$100 for a first violation, \$100-\$200 for a second violation, and \$250-\$500 for a third violation. The proposed Ordinance allows for the District to evaluate each situation individually and allows the District, at its discretion, to consider the nature, circumstances, and severity of the violations, the violator's ability to pay, as well as other factors outlined in the Ordinance.

IWMA Coordination and Implementation

Given the complexity of SB 1383 and its requirements, the San Luis Obispo County Integrated Waste Management Authority has taken the lead for its member agencies to provide for the implementation of SB 1383. The IWMA has retained a consulting firm, HF&H, who has worked with the IWMA member agencies to draft amendments to their solid waste franchise agreements to address SB 1383, and also prepared a draft model SB 1383 ordinance for San Luis Obispo County agencies. This model ordinance has been used to create the proposed new Chapter 6.09 in the Cambria Community Services District Municipal Code. It should be noted that HF&H had previously been retained by CalRecycle to develop Statewide SB 1383 model documents, including franchise agreements, enforcement ordinances and procurement policies for compost, renewable gas, and paper

The IWMA is also expected to be the District's and other member agencies "designee" and have delegated to it tasks, as permitted by CalRecycle's regulations, to carry out various requirements under SB 1383. Accordingly, the District will prepare an authorizing document outlining which activities the District will be assigning to the IWMA on its behalf for execution by both parties. HF&H will also be assisting IWMA member agencies with project management and implementation support.

This delegation has also been provided for in the draft amended franchise agreement and in the new proposed Ordinance. The delegated tasks include: education and outreach monitoring, inspection, and record keeping programs; establishing, administering, and implementing the edible food recovery requirements; coordinating with CalRecycle and any other State or federal entities in assessing and ensuring compliance with the CalRecycle procurement and pollution reduction targets for each agency; monitoring and education, including, but not limited to, monitoring compliance through route reviews and evaluations, determining the applicability of waivers, and issuing educational notices where necessary and/or appropriate; and required reporting to CalRecycle. Accordingly, the franchise agreement amendment terms and ordinances have been developed to harmonize the language related to SB 1383 countywide, to the greatest degree possible, in order to provide for coordination between jurisdictions, franchisees and the IWMA.

Franchise Agreement, Rates and Fees

The District has also been working with HF&H on an amendment to the solid waste franchise agreement with Mission Country Disposal and it is expected that staff will bring that amendment to the Board for its consideration in the near future, once negotiation have been completed.

Attachments: Ordinance 04-2021

Exhibit A - CCSD Municipal Code Chapter 6.09 Mandatory Organic Waste Disposal Reduction

ORDINANCE NO. 04-2021

CAMBRIA COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS

DATED: November 10, 2021

AN ORDINANCE ADDING CHAPTER 6.09, MANDATORY
ORGANIC WASTE DISPOSAL REDUCTION, TO THE CAMBRIA
COMMUNITY SERVICES DISTRICT MUNICIPAL CODE
TO COMPLY WITH THE REQUIREMENTS OF SB 1383

WHEREAS, State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities, counties and districts to reduce, reuse, and recycle (including composting) Solid Waste generated in their jurisdiction to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on Commercial Businesses and Multi-Family Premises that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires jurisdictions to implement a mandatory Commercial recycling program; and

WHEREAS, State Organics Materials recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires Commercial Businesses and Multi-Family Premises that generate a specified threshold amount of Solid Waste, Recyclable Materials, and Organic Materials per week to arrange for recycling services for that waste, requires jurisdictions to implement a recycling program to divert Organic Materials from Commercial Businesses and Multi-Family Premises subject to the law, and requires jurisdictions to implement a mandatory Commercial Organic Materials recycling program; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce Organic Waste in landfills as a source of methane. The regulations place requirements on multiple entities including jurisdictions, residential households, Multi-Family Premises, Commercial Businesses, Commercial

Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of the SB 1383 statewide Organic Waste disposal reduction targets; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This Ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption; and

WHEREAS, requirements in this Ordinance are consistent with other adopted goals and policies of the Cambria Community Services District; and

WHEREAS, the Board of Directors of the Cambria Community Services District now desires to add Chapter 6.09 to the Cambria Community Services District Municipal Code to provide for the implementation of SB 1383.

The Board of Directors of the Cambria Community Services District Ordains as follows:

Section 1. The above recitals are true and correct and are hereby incorporated herein by this reference.

Section 2. Chapter 6.09, entitled “Mandatory Organic Waste Disposal Reduction,” is hereby added to the Cambria Community Services District Municipal Code, as set forth in Exhibit A, which Exhibit is attached hereto and incorporated herein by this reference.

Section 4. A summary of this Ordinance shall be published in a newspaper published and circulated in the District at least five (5) days prior to the Board of Directors meeting at which the proposed Ordinance is to be adopted. A certified copy of the full text of the proposed Ordinance shall be posted in the office of the Board Secretary. Within fifteen (15) days after adoption of the Ordinance, the summary with the names of those Board members voting for and against the Ordinance shall be published again, and the Board Secretary shall post a certified copy of the full text of such adopted Ordinance.

Section 5. This Ordinance shall take effect and be in full force and effect thirty (30) days after its passage and Chapter 6.09 shall be effective commencing on January 1, 2022.

Section 6. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

The foregoing Ordinance was adopted at a regular meeting of the Board of Directors of the Cambria Community Services District held on the 10th day of November, 2021.

AYES:

NAYS:

ABSENT:

Cindy Steidel
President, Board of Directors

APPROVED AS TO FORM:

Ossana Terterian
Board Secretary

Timothy J. Carmel
District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT
MUNICIPAL CODE CHAPTER 6.09
MANDATORY ORGANIC WASTE DISPOSAL
REDUCTION

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Exhibit A

1 **Section 6.09.010 Purpose, Findings and Conflicting Provisions**

2 The Board of Directors of the Cambria Community Services District finds and declares:

- 3 (a) State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste
4 Management Act of 1989 (California Public Resources Code Section 40000, et
5 seq., as amended, supplemented, superseded, and replaced from time to time),
6 requires cities, counties and districts to reduce, reuse, and recycle (including
7 composting) Solid Waste generated in their District to the maximum extent feasible
8 before any incineration or landfill disposal of waste, to conserve water, energy, and
9 other natural resources, and to protect the environment.
- 10 (b) State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the
11 State of California on October 5, 2011, which amended Sections 41730, 41731,
12 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections
13 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section
14 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of,
15 the Public Resources Code, as amended, supplemented, superseded and
16 replaced from time to time), places requirements on Commercial Businesses and
17 Multi-Family Premises that generate a specified threshold amount of Solid Waste
18 to arrange for recycling services and requires Districts to implement a mandatory
19 Commercial recycling program.
- 20 (c) State Organics Materials recycling law, Assembly Bill 1826 of 2014 (approved by
21 the Governor of the State of California on September 28, 2014, which added
22 Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the
23 Public Resources Code, relating to Solid Waste, as amended, supplemented,
24 superseded, and replaced from time to time), requires Commercial Businesses
25 and Multi-Family Premises that generate a specified threshold amount of Solid
26 Waste, Recyclable Materials, and Organic Materials per week to arrange for
27 recycling services for that waste, requires Districts to implement a recycling
28 program to divert Organic Materials from Commercial Businesses and Multi-Family
29 Premises subject to the law, and requires Districts to implement a mandatory
30 Commercial Organic Materials recycling program.
- 31 (d) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires
32 CalRecycle to develop regulations to reduce Organic Waste in landfills as a source
33 of methane. The regulations place requirements on multiple entities including
34 Districts, residential households, Multi-Family Premises, Commercial Businesses,
35 Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery
36 Organizations, and Food Recovery Services to support achievement of the SB
37 1383 statewide Organic Waste disposal reduction targets.
- 38 (e) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires
39 Districts to adopt and enforce an ordinance or enforceable mechanism to
40 implement relevant provisions of SB 1383 Regulations. This Chapter will also help
41 reduce food insecurity by requiring Commercial Edible Food Generators to arrange

Exhibit A

42 to have the maximum amount of their Edible Food, that would otherwise be
43 disposed, be recovered for human consumption.

44 (f) Requirements in this Chapter are consistent with other adopted goals and policies
45 of the Cambria Community Services District.

46 (g) Notwithstanding any provision to the contrary in any other code or regulation of the
47 District, including but not limited to Chapter 6.08 of this Code, the provisions of this
48 Chapter shall control, and to the extent any provision is in conflict with this Chapter,
49 the provision in this Chapter shall supersede any conflicting language and shall
50 prevail.

51 **Section 6.09.020. Title of Ordinance**

52 This chapter shall be entitled “Mandatory Organic Waste Disposal Reduction Ordinance”.

53 **Section 6.09.030. Definitions**

54 (a) “Alternative Daily Cover (ADC)” has the same meaning as in Section 20690 of Title
55 27 of the California Code of Regulations.

56 (b) “Alternative Intermediate Cover (AIC)” has the same meaning as in Section 20700
57 of Title 27 of the California Code of Regulations.

58 (c) “Bulky Item” or “Bulky Waste” means discarded appliances (including
59 refrigerators), furniture, tires, carpets, mattresses, Yard Trimmings and/or wood
60 waste, and similar large items which can be handled by two (2) people, weigh no
61 more than two hundred (200) pounds, and require special collection due to their
62 size or nature, but can be collected without the assistance of special loading
63 equipment (such as forklifts or cranes) and without violating vehicle load limits.
64 Bulky Items must be generated by the customer and at the service address
65 wherein the Bulky Items are collected. Bulky Items do not include abandoned
66 automobiles, large auto parts, trees, construction and demolition debris, or items
67 herein defined as Excluded Waste.

68 (d) “CalRecycle” means California's Department of Resources Recycling and
69 Recovery, which is the Department designated with responsibility for developing,
70 implementing, and enforcing SB 1383 Regulations on Districts (and others).

71 (e) “California Code of Regulations” or “CCR” means the State of California Code of
72 Regulations. CCR references in this Chapter are preceded with a number that
73 refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

74 (f) “District Enforcement Official” means the **General Manager**, or his or her
75 authorized person(s) who is/are partially or whole responsible for enforcing the
76 ordinance.

Exhibit A

- 77 (g) “Commercial Business” or “Commercial” means a firm, partnership, proprietorship,
78 joint-stock company, corporation, or association, whether for-profit or nonprofit,
79 strip mall, or industrial facility.
- 80 (h) “Commercial Edible Food Generator” includes a Tier One or a Tier Two
81 Commercial Edible Food Generator as defined in this Section 3 or as otherwise
82 defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this
83 definition, Food Recovery Organizations and Food Recovery Services are not
84 Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
- 85 (i) “Community Composting” means any activity that Composts green material,
86 agricultural material, food material, and vegetative food material, alone or in
87 combination, and the total amount of feedstock and Compost on-site at any one
88 time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR
89 Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
- 90 (j) “Compliance Review” means a review of records by the District to determine
91 compliance with this Chapter.
- 92 (k) “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), (or any
93 variation thereof) includes a controlled biological decomposition of Organic
94 Materials yielding a safe and nuisance free Compost product.
- 95 (l) “Contractor” means the Solid Waste Contractor as provided in Cambria
96 Community Services District Municipal Code Section 6.08.030 and means a
97 person or entity whom the District has granted the privilege of collecting and
98 disposing of refuse, garbage, rubbish and other solid waste produced within the
99 limits of the District under the terms set out in the contractual agreement, as
100 amended. And is organized and operating under the laws of the State and its
101 officers, directors, employees, agents, companies, related-parties, affiliates,
102 subsidiaries, and subcontractors.
- 103 (m) Reserved.
- 104 (n) “Customer” means the Person whom Contractor submits its billing invoice to and
105 collects payment from for Collection services provided to a Premises. The
106 Customer may be either the Occupant or Owner of the Premises.
- 107 (o) “C&D” means construction and demolition debris.
- 108 (p) “Designated Waste” means non-Hazardous Waste which may pose special
109 Disposal problems because of its potential to contaminate the environment, and
110 which may be Disposed of only in Class II Disposal sites or Class III Disposal sites
111 pursuant to a variance issued by the California Department of Health Services.
112 Designated Waste consists of those substances classified as Designated Waste
113 by the State, in California Code of Regulations Title 23, Section 2522 as may be
114 amended from time to time.

Exhibit A

- 115 (q) "Designee" means an entity that the District contracts with or otherwise arranges
116 to carry out any of the District's responsibilities of this Chapter as authorized in 14
117 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private
118 entity, or a combination of those entities.
- 119 (r) "Discarded Materials" means Recyclable Materials, Organic Materials, and Solid
120 Waste placed by a Generator in a collection container and/or at a location for the
121 purposes of collection excluding Excluded Waste.
- 122 (s) "District" means the Cambria Community Services District, which is a California
123 Special District, a form of local government created by a local community to meet
124 a specific need or needs, and all the territory lying within its boundaries as
125 presently existing or as such boundaries may be modified from time to time.
- 126 (t) "Edible Food" means food intended for human consumption, or as otherwise
127 defined in 14 CCR Section 18982(a)(18). For the purposes of this Chapter or as
128 otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid
129 Waste if it is recovered and not discarded. Nothing in this Chapter or in 14 CCR,
130 Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that
131 does not meet the food safety requirements of the California Health and Safety
132 Code, including the California Retail Food Code.
- 133 (u) "Enforcement Action" means an action of the District or any other authorized
134 agency to address non-compliance with this Chapter including, but not limited to,
135 issuing administrative citations, fines, penalties, or using other remedies.
- 136 (v) "Excluded Waste" means Hazardous Substance, Hazardous Waste, Infectious
137 Waste, Designated Waste, volatile, corrosive, medical waste, infectious, regulated
138 radioactive waste, and toxic substances or material that facility operator(s), which
139 receive materials from the District and its Generators, reasonably believe(s) would,
140 as a result of or upon acceptance, transfer, processing, or disposal, be a violation
141 of local, State, or Federal law, regulation, or ordinance, including: land use
142 restrictions or conditions, waste that cannot be disposed of in Class III landfills or
143 accepted at the facility by permit conditions, waste that in District, or its Designee's
144 reasonable opinion would present a significant risk to human health or the
145 environment, cause a nuisance or otherwise create or expose District, or its
146 Designee, to potential liability; but not including de minimis volumes or
147 concentrations of waste of a type and amount normally found in Single-Family or
148 Multi-Family Solid Waste after implementation of programs for the safe collection,
149 processing, recycling, treatment, and disposal of batteries and paint in compliance
150 with Sections 41500 and 41802 of the California Public Resources Code.
- 151 (w) "Food Distributor" means a company that distributes food to entities including, but
152 not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14
153 CCR Section 18982(a)(22).

Exhibit A

- 154 (x) "Food Facility" has the same meaning as in Section 113789 of the Health and
155 Safety Code.
- 156 (y) "Food Recovery" means actions to collect and distribute food for human
157 consumption that otherwise would be disposed, or as otherwise defined in 14 CCR
158 Section 18982(a)(24).
- 159 (z) "Food Recovery Organization" means an entity that engages in the collection or
160 receipt of Edible Food from Commercial Edible Food Generators and distributes
161 that Edible Food to the public for Food Recovery either directly or through other
162 entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not
163 limited to:
- 164 (1) A food bank as defined in Section 113783 of the Health and Safety Code;
- 165 (2) A nonprofit charitable organization as defined in Section 113841 of the
166 Health and Safety code; and,
- 167 (3) A nonprofit charitable temporary Food Facility as defined in Section 113842
168 of the Health and Safety Code.
- 169 A Food Recovery Organization is not a Commercial Edible Food Generator for the
170 purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12
171 pursuant to 14 CCR Section 18982(a)(7).
- 172 If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization
173 differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall
174 apply to this Chapter.
- 175 (aa) "Food Recovery Service" means a person or entity that collects and transports
176 Edible Food from a Commercial Edible Food Generator to a Food Recovery
177 Organization or other entities for Food Recovery, or as otherwise defined in 14
178 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible
179 Food Generator for the purposes of this Chapter and implementation of 14 CCR,
180 Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
- 181 (bb) "Food Scraps" means those Discarded Materials that will decompose and/or
182 putrefy including: (i) all kitchen and table Food Waste; (ii) animal or vegetable
183 waste that is generated during or results from the storage, preparation, cooking or
184 handling of food stuffs; (iii) fruit waste, grain waste, dairy waste, meat, and fish
185 waste; and, (iv) vegetable trimmings, houseplant trimmings and other
186 Compostable Organic Waste common to the occupancy of Residential dwellings.
187 Food Scraps are a subset of Food Waste. Food Scraps excludes fats, oils, and
188 grease when such materials are Source Separated from other Food Scraps.
- 189 (cc) "Food Service Provider" means an entity primarily engaged in providing food
190 services to institutional, governmental, Commercial, or industrial locations of

Exhibit A

- 191 others based on contractual arrangements with these types of organizations, or as
192 otherwise defined in 14 CCR Section 18982(a)(27).
- 193 (dd) "Food-Soiled Paper" is compostable paper material that has come in contact with
194 Food Scraps or liquid, such as, but not limited to, compostable paper plates,
195 napkins, and pizza boxes.
- 196 (ee) "Food Waste" means Source Separated Food Scraps and Food-Soiled Paper.
- 197 (ff) "Food Waste Self-Hauler" means a Self-Hauler who generates and hauls, utilizing
198 their own employees and equipment, an average of one cubic yard or more per
199 week, or 6,500 pounds or more per quarter of their own Food Waste to a location
200 or facility that is not owned and operated by that Self-Hauler. Food Waste Self-
201 Haulers are a subset of Self-Haulers.
- 202 (gg) "Generator" means a person or entity that is responsible for the initial creation of
203 one or more types of Discarded Materials.
- 204 (hh) "Grocery Store" means a store primarily engaged in the retail sale of canned food;
205 dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area
206 that is not separately owned within the store where the food is prepared and
207 served, including a bakery, deli, and meat and seafood departments, or as
208 otherwise defined in 14 CCR Section 18982(a)(30).
- 209 (ii) "Hauler Route" means the designated itinerary or sequence of stops for each
210 segment of the District's collection service area, or as otherwise defined in 14 CCR
211 Section 18982(a)(31.5).
- 212 (jj) "Hazardous Substance" means any of the following: (a) any substances defined,
213 regulated or listed (directly or by reference) as "Hazardous Substances",
214 "hazardous materials", "Hazardous Wastes", "toxic waste", "pollutant", or "toxic
215 substances", or similarly identified as hazardous to human health or the
216 environment, in or pursuant to: (i) the Comprehensive Environmental Response,
217 Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 et seq.
218 (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et
219 seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.;
220 (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety
221 Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC
222 §7901 et seq.; and, (vii) California Water Code §13050; (b) any amendments, rules
223 or regulations promulgated thereunder to such enumerated statutes or acts
224 currently existing or hereafter enacted; and, (c) any other hazardous or toxic
225 substance, material, chemical, waste or pollutant identified as hazardous or toxic
226 or regulated under any other Applicable Law currently existing or hereinafter
227 enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's
228 (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.

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- 229 (kk) “Hazardous Waste” means all substances defined as Hazardous Waste, acutely
230 Hazardous Waste, or extremely Hazardous Waste by the State in Health and
231 Safety Code §25110.02, §25115, and §25117 or in the future amendments to or
232 recodifications of such statutes or identified and listed as solar panels from
233 residential premises, and Hazardous Waste by the U.S. Environmental Protection
234 Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act
235 (42 USC §6901 et seq.), all future amendments thereto, and all rules and
236 regulations promulgated thereunder.
- 237 (ll) “High Diversion Organic Waste Processing Facility” means a facility that is in
238 compliance with the reporting requirements of 14 CCR Section 18815.5(d) and
239 meets or exceeds an annual average Mixed Waste organic content Recovery rate
240 of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent
241 after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for
242 Organic Waste received from the “Mixed waste organic collection stream” as
243 defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR
244 Section 18982(a)(33).
- 245 (mm) “Infectious Waste” means (a) equipment, instruments, utensils and other fomites
246 of a disposable nature from the rooms of patients who are suspected to have or
247 have been diagnosed as having a communicable disease and must, therefore, be
248 isolated as required by public health agencies; (b) laboratory wastes, including
249 pathological specimens (i.e., all tissues, specimens of blood elements, excreta and
250 secretions obtained from patients or laboratory animals) and disposable fomites
251 (any substance that may harbor or transmit pathogenic organisms) attendant
252 thereto; and/or (c) surgical operating room pathologic specimens - including
253 recognizable anatomical parts, human tissue, anatomical human remains and
254 disposable materials from hospitals, clinics, outpatient areas and emergency
255 rooms, as defined in 14 CCR Section 17225.36. .
- 256 (nn) “Inspection” means a site visit where a District reviews records, containers, and an
257 entity’s collection, handling, recycling, or landfill disposal of Recyclable Materials,
258 Organic Waste, Solid Waste or Edible Food handling to determine if the entity is
259 complying with requirements set forth in this Chapter, or as otherwise defined in
260 14 CCR Section 18982(a)(35).
- 261 (oo) “Large Event” means an event, including, but not limited to, a sporting event or a
262 flea market, that charges an admission price, or is operated by a local agency, and
263 serves an average of more than 2,000 individuals per day of operation of the event,
264 at a location that includes, but is not limited to, a public, nonprofit, or privately
265 owned park, parking lot, golf course, street system, or other open space when
266 being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs
267 from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to
268 this Chapter.

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- 269 (pp) “Large Venue” means a permanent venue facility that annually seats or serves an
270 average of more than 2,000 individuals within the grounds of the facility per day of
271 operation of the venue facility. For purposes of this Chapter and implementation of
272 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a
273 public, nonprofit, or privately owned or operated stadium, amphitheater, arena,
274 hall, amusement park, conference or civic center, zoo, aquarium, airport,
275 racetrack, horse track, performing arts center, fairground, museum, theater, or
276 other public attraction facility. For purposes of this Chapter and implementation of
277 14 CCR, Division 7, Chapter 12, a site under common ownership or control that
278 includes more than one Large Venue that is contiguous with other Large Venues
279 in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39)
280 differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall
281 apply to this Chapter.
- 282 (qq) “Local Education Agency” means a school district, charter school, or county office
283 of education that is not subject to the control of District or county regulations related
284 to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
- 285 (rr) Reserved
- 286 (ss) “Multi-Family Residential Dwelling” or “Multi-Family” or “MFD” means of, from, or
287 pertaining to residential Premises with five (5) or more dwelling units including such
288 Premises when combined in the same building with Commercial establishments,
289 that receive centralized, shared, Collection service for all units on the Premises
290 which are billed to one (1) Customer at one (1) address. Customers residing in
291 Townhouses, mobile homes, condominiums, or other structures with five (5) or
292 more dwelling units who receive individual service and are billed separately shall
293 not be considered Multi-Family. Multi-Family Premises do not include hotels,
294 motels, or other transient occupancy facilities, which are considered Commercial
295 Businesses.
- 296 (tt) “Notice of Violation (NOV)” means a notice that a violation has occurred that
297 includes a compliance date to avoid an action to seek penalties, or as otherwise
298 defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section
299 18995.4.
- 300 (uu) “Occupant” means the Person who occupies a Premises.
- 301 (vv) “Organic Materials” means Yard Trimmings and Food Waste, individually or
302 collectively that are set aside, handled, packaged, or offered for collection in a
303 manner different from Solid Waste for the purpose of processing. No Discarded
304 Material shall be considered to be Organic Materials, however, unless it is
305 separated from Recyclable Material and Solid Waste. Organic Materials are a
306 subset of Organic Waste.

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- 307 (ww) “Organic Materials Container” shall be used for the purpose of storage and
308 collection of Source Separated Organic Materials.
- 309 (xx) “Organic Waste” means wastes containing material originated from living
310 organisms and their metabolic waste products, including but not limited to food,
311 green material, landscape and pruning waste, organic textiles and carpets, lumber,
312 wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate,
313 and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids
314 and digestate are as defined by 14 CCR Section 18982(a).
- 315 (yy) “Owner” means the Person(s) holding legal title to real property and/or any
316 improvements thereon and shall include the Person(s) listed on the latest
317 equalized assessment roll of the County Assessor.
- 318 (zz) “Paper Products” include, but are not limited to, paper janitorial supplies, cartons,
319 wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and
320 toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
- 321 (aaa) “Printing and Writing Papers” include, but are not limited to, copy, xerographic,
322 watermark, cotton fiber, offset, forms, computer printout paper, white wove
323 envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint,
324 and other uncoated writing papers, posters, index cards, calendars, brochures,
325 reports, magazines, and publications, or as otherwise defined in 14 CCR Section
326 18982(a)(54).
- 327 (bbb) “Premises” means and includes any land, building and/or structure, or portion
328 thereof, in the District where Discarded Materials are produced, generated, or
329 accumulated. All structures on the same legal parcel, which are owned by the
330 same person shall be considered as one Premises.
- 331 (ccc) “Prohibited Container Contaminants” means the following: (i) Discarded Materials
332 placed in the Recyclable Materials Container that are not identified as acceptable
333 Source Separated Recyclable Materials for the District’s Recyclable Materials
334 Container; (ii) Discarded Materials placed in the Organic Materials Container that
335 are not identified as acceptable Source Separated Organic Materials for the
336 District’s Organic Materials Container; (iii) Discarded Materials placed in the Solid
337 Waste Container that are acceptable Source Separated Recyclable Materials
338 and/or Source Separated Organic Materials to be placed in District’s Organic
339 Materials Container and/or Recyclable Materials Container; and, (iv) Excluded
340 Waste placed in any container.
- 341 (ddd) “Recovery” means any activity or process described in 14 CCR Section
342 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- 343 (eee) “Recyclable Materials” means those Discarded Materials that the Generators set
344 out in Recyclables Containers for Collection for the purpose of Recycling by the

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- 345 Service Provider and that exclude Excluded Waste. No Discarded Materials shall
346 be considered For the purpose of collection of Recyclable Materials through
347 contractor's collection services, recyclable materials shall be limited to those
348 materials identified by the collection contractor as acceptable recyclable materials.
- 349 (fff) "Recyclable Materials Container" shall be used for the purpose of storage and
350 collection of Source Separated Recyclable Materials.
- 351 (ggg) "Recycled-Content Paper" means Paper Products and Printing and Writing Paper
352 that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as
353 otherwise defined in 14 CCR Section 18982(a)(61).
- 354 (hhh) "Residential" shall mean of, from, or pertaining to a Single-Family Premises or
355 Multi-Family Premises including Single-Family homes, apartments,
356 condominiums, Townhouse complexes, mobile home parks, and cooperative
357 apartments.
- 358 (iii) "Responsible Party" means the Owner, property manager, tenant, lessee,
359 Occupant, or other designee that subscribes to and pays for Recyclable Materials,
360 Organic Materials, and/or Solid Waste collection services for a Premises in the
361 District, or, if there is no such subscriber, the Owner or property manager of a
362 Single-Family Premises, Multi-Family Premises, or Commercial Premises. In
363 instances of dispute or uncertainty regarding who is the Responsible Party for a
364 Premises, Responsible Party shall mean the Owner of a Single-Family Premises,
365 Multi-Family Premises, or Commercial Premises.
- 366 (jjj) "Restaurant" means an establishment primarily engaged in the retail sale of food
367 and drinks for on-Premises or immediate consumption, or as otherwise defined in
368 14 CCR Section 18982(a)(64).
- 369 (kkk) "Route Review" means a visual Inspection of containers along a Hauler Route for
370 the purpose of determining Container Contamination and may include mechanical
371 Inspection methods such as the use of cameras, or as otherwise defined in 14
372 CCR Section 18982(a)(65).
- 373 (lll) "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on
374 September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and
375 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing
376 with Section 42652) to Part 3 of Division 30 of the Public Resources Code,
377 establishing methane emissions reduction targets in a Statewide effort to reduce
378 emissions of short-lived climate pollutants as amended, supplemented,
379 superseded, and replaced from time to time.
- 380 (mmm) "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the
381 purposes of this Chapter, the Short-Lived Climate Pollutants: Organic Waste
382 Reduction regulations developed by CalRecycle and adopted in 2020 that created

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383 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR
384 and 27 CCR.

385 (nnn) "Self-Haul" means to act as a Self-Hauler.

386 (ooo) "Self-Hauler" means a person, who hauls Solid Waste, Organic Waste or
387 Recyclable Material they have generated to another person. Self-hauler also
388 includes a landscaper, or a person who back-hauls waste. Back-haul means
389 generating and transporting Recyclable Materials or Organic Waste to a
390 destination owned and operated by the Generator or Responsible Party using the
391 Generator's or Responsible Party's own employees and equipment.

392 (ppp) "Service Level" refers to the size of a Customer's Container and the frequency of
393 Collection service.

394 (qqq) "Single-Family" or "SFD" refers to any detached or attached house or residence
395 of four (4) units or less designed or used for occupancy by one (1) family, provided
396 that Collection service feasibly can be provided to such Premises as an
397 independent unit, and the Owner or Occupant of such independent unit is billed
398 directly for the Collection service. Single-Family includes Townhouses, and each
399 independent unit of duplex, tri-plex, or four-plex Residential structures, regardless
400 of whether each unit is separately billed for their specific Service Level.

401 (rrr) "Solid Waste" has the same meaning as defined in State Public Resources Code
402 Section 40191, which defines Solid Waste as all putrescible and non-putrescible
403 solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper,
404 rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned
405 vehicles and parts thereof, discarded home and industrial appliances, dewatered,
406 treated, or chemically fixed sewage sludge which is not hazardous waste, manure,
407 vegetable or animal solid and semi-solid wastes, and other discarded solid and
408 semisolid wastes, with the exception that Solid Waste does not include any of the
409 following wastes:

410 (1) Hazardous waste, as defined in the State Public Resources Code Section
411 40141.

412 (2) Radioactive waste regulated pursuant to the State Radiation Control Law
413 (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of
414 the State Health and Safety Code).

415 (3) Medical waste regulated pursuant to the State Medical Waste Management
416 Act (Part 14 (commencing with Section 117600) of Division 104 of the State
417 Health and Safety Code). Untreated medical waste shall not be disposed of
418 in a Solid Waste landfill, as defined in State Public Resources Code Section
419 40195.1. Medical waste that has been treated and deemed to be Solid
420 Waste shall be regulated pursuant to Division 30 of the State Public
421 Resources Code.

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422 (4) Recyclable Materials, Organic Materials, and Construction and Demolition
423 Debris when such materials are Source Separated.

424 Notwithstanding any provision to the contrary, Solid Waste may include de minimis
425 volumes or concentrations of waste of a type and amount normally found in
426 Residential Solid Waste after implementation of programs for the safe Collection,
427 Recycling, treatment, and Disposal of household hazardous waste in compliance
428 with Section 41500 and 41802 of the California Public Resources Code as may be
429 amended from time to time. Solid Waste includes salvageable materials only when
430 such materials are included for Collection in a Solid Waste Container not Source
431 Separated from Solid Waste at the site of generation.

432 (sss) "Solid Waste Container" shall be used for the purpose of storage and collection of
433 Solid Waste.

434 (ttt) "Source Separated" or "Source-Separated (materials)" means materials, including
435 commingled Recyclable Materials and Organic Materials, that have been
436 separated or kept separate from the Solid Waste stream, at the point of generation,
437 for the purpose of additional sorting or processing those materials for recycling or
438 reuse in order to return them to the economic mainstream in the form of raw
439 material for new, reused, or reconstituted products, which meet the quality
440 standards necessary to be used in the marketplace, or as otherwise defined in 14
441 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated
442 shall include separation of materials by the Generator, Responsible Party, or
443 Responsible Party's employee, into different containers for the purpose of
444 collection such that Source-Separated materials are separated from Solid Waste
445 for the purposes of collection and processing.

446 (uuu) "Source Separated Organic Materials" means Organic Materials that are Source
447 Separated and placed in an Organic Materials Container.

448 (vvv) "Source Separated Recyclable Materials" means Recyclable Materials that are
449 Source Separated and placed in a Recyclable Materials Container.

450 (www) "State" means the State of California.

451 (xxx) "Supermarket" means a full-line, self-service retail store with gross annual sales of
452 two million dollars (\$2,000,000), or more, and which sells a line of dry grocery,
453 canned goods, or nonfood items and some perishable items, or as otherwise
454 defined in 14 CCR Section 18982(a)(71).

455 (yyy) "Tier One Commercial Edible Food Generator" means a Commercial Edible Food
456 Generator that is one of the following:

457 (1) Supermarket.

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- 458 (2) Grocery Store with a total facility size equal to or greater than 10,000 square
459 feet.
- 460 (3) Food Service Provider.
- 461 (4) Food Distributor.
- 462 (5) Wholesale Food Vendor.
- 463 If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible
464 Food Generator differs from this definition, the definition in 14 CCR Section
465 18982(a)(73) shall apply to this Chapter.
- 466 (zzz) “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food
467 Generator that is one of the following:
- 468 (1) Restaurant with 250 or more seats, or a total facility size equal to or greater
469 than 5,000 square feet.
- 470 (2) Hotel with an on-site Food Facility and 200 or more rooms.
- 471 (3) Health facility with an on-site Food Facility and 100 or more beds.
- 472 (4) Large Venue.
- 473 (5) Large Event.
- 474 (6) A State agency with a cafeteria with 250 or more seats or total cafeteria
475 facility size equal to or greater than 5,000 square feet.
- 476 (7) A Local Education Agency facility with an on-site Food Facility.
- 477 If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible
478 Food Generator differs from this definition, the definition in 14 CCR Section
479 18982(a)(74) shall apply to this Chapter.
- 480 (aaaa) “Ton” or “Tonnage” means a unit of measure for weight equivalent to two thousand
481 (2,000) standard pounds where each pound contains sixteen (16) ounces.
- 482 (bbbb) “Wholesale Food Vendor” means a business or establishment engaged in the
483 merchant wholesale distribution of food, where food (including fruits and
484 vegetables) is received, shipped, stored, prepared for distribution to a retailer,
485 warehouse, distributor, or other destination, or as otherwise defined in 14 CCR
486 Section 189852(a)(76).
- 487 (cccc) “Yard Trimmings” or “Green Waste” means those Discarded Materials that will
488 decompose and/or putrefy, including, but not limited to, green trimmings, grass,
489 weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees,

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490 small pieces of unpainted and untreated wood. Yard Trimmings does not include
491 items herein defined as Excluded Waste. Yard Trimmings are a subset of Organic
492 Materials. Acceptable Yard Trimmings may be added to or removed from this list
493 from time to time by mutual consent or at the sole discretion of the District.

494 **Section 6.09.040. Requirements for Single-Family Premises**

495 (a) Except Responsible Parties of Single-Family Premises that meet the Self-Hauler
496 requirements in Section 6.09.110 of this Chapter, Responsible Parties of Single-
497 Family Premises shall comply with the following requirements:

498 (1) Subscribe to and pay for District's three-container collection services for
499 weekly collection of Recyclable Materials, Organic Materials, and Solid
500 Waste generated by the Single-Family Premises and comply with
501 requirements of those services as described below in Section
502 6.09.040(a)(2). District and its Designee(s) shall have the right to review the
503 number and size of a Generator's containers to evaluate adequacy of
504 capacity provided for each type of collection service for proper separation
505 of materials and containment of materials. The Responsible Parties for
506 Single-Family Premises shall adjust their Service Level for their collection
507 services as requested by the District.

508 (2) Participate in the District's three-container collection service(s) in the
509 manner described below.

510 (A) Place, or, if Responsible Party is not an occupant of the Single-
511 Family Premises, direct its Generators to place, Source Separated
512 Organic Materials, including Food Waste, in the Organic Materials
513 Container; Source Separated Recyclable Materials in the Recyclable
514 Materials Container; and Solid Waste in the Solid Waste Container.

515 (B) Not place, or, if Responsible Party is not an occupant of the Single-
516 Family Premises, direct its Generators to not place Prohibited
517 Container Contaminants in collection containers and not place
518 materials designated for the Organic Materials Containers or
519 Recyclable Materials Containers in the Solid Waste Containers.

520 (b) Nothing in this Section prohibits a Responsible Party or Generator of a Single-
521 Family Premises from preventing or reducing Discarded Materials generation,
522 managing Organic Waste on site, and/or using a Community Composting site
523 pursuant to 14 CCR Section 18984.9(c).

524 **Section 6.09.050 . Requirements for Multi-Family Residential Dwellings**

525 (a) Responsible Parties of Multi-Family Premises shall provide or arrange for
526 Recyclable Materials, Organic Materials, and Solid Waste collection services
527 consistent with this Chapter and for employees, contractors, and tenants.

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- 528 Responsible Parties of Multi-Family Premises may receive waivers pursuant to
529 Section 6.09.070 for some requirements of this Section.
- 530 (b) Except for Responsible Parties of Multi-Family Premises that meet the Self-Hauler
531 requirements in Section 6.09.110 of this Chapter, including hauling services
532 arranged through a landscaper, Responsible Parties of Multi-Family Premises
533 shall:
- 534 (1) Subscribe to and pay for District's three or more-container collection
535 services and comply with requirements of those services for all Recyclable
536 Materials, Organic Materials, and Solid Waste generated at the Multi-Family
537 Premises as further described below in this Section. District and its
538 Designee(s) shall have the right to review the number and size of the Multi-
539 Family Premises' collection containers and frequency of collection to
540 evaluate adequacy of capacity provided for each type of collection service
541 for proper separation of materials and containment of materials. The
542 Responsible Party of a Multi-Family Premises shall adjust their Service
543 Level for their collection services as requested by the District or its
544 Designee.
- 545 (2) Participate in the District's three or more-container collection service(s) for
546 at least weekly collection of Recyclable Materials, Organic Materials, and
547 Solid Waste in the manner described below.
- 548 (A) Place and/or direct its Generators to place Source Separated
549 Organic Materials, including Food Waste, in the Organic Materials
550 Container; Source Separated Recyclable Materials in the Recyclable
551 Materials Container; and Solid Waste in the Solid Waste Container.
- 552 (B) Not place and/or direct its Generators to not place Prohibited
553 Container Contaminants in collection containers and to not place
554 materials designated for the Organic Materials Containers or
555 Recyclable Materials Containers in the Solid Waste Containers.
- 556 (3) Supply and allow access to adequate number, size and location of collection
557 containers with sufficient labels or colors for employees, contractors,
558 tenants, and customers, consistent with District's Recyclable Materials
559 Container, Organic Materials Container, and Solid Waste Container
560 collection service or, if Self-Hauling, consistent with the Multi-Family
561 Premises' approach to complying with Self-Hauler requirements in Section
562 6.09.110 of this Chapter.
- 563 (4) Annually provide information to employees, contractors, tenants, and
564 customers about Recyclable Materials and Organic Waste Recovery
565 requirements and about proper sorting of Recyclable Materials, Organic
566 Materials, and Solid Waste.

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567 (5) Provide education information before or within fourteen (14) days of
568 occupation of the Premises to new tenants that describes requirements to
569 Source Separate Recyclable Materials and Organic Materials and to keep
570 Source Separated Organic Materials and Source Separated Recyclable
571 Materials separate from each other and from Solid Waste(when applicable)
572 and the location of containers and the rules governing their use at each
573 property.

574 (6) Provide or arrange access for District and/or its Designee(s) to their
575 properties during all Inspections conducted in accordance with this Chapter
576 to confirm compliance with the requirements of this Chapter.

577 (c) If the Responsible Party of a Multi-Family Premises wants to Self-Haul, meet the
578 Self-Hauler requirements in Section 6.09.110 of this Chapter.

579 (d) Multi-family Premises that generate two (2) cubic yards or more of total Solid
580 Waste, Recyclable Materials, and Organic Materials per week (or other threshold
581 defined by the State) that arrange for gardening or landscaping services shall
582 require that the contract or work agreement between the Owner, Occupant, or
583 operator of a Multi-Family Premises and a gardening or landscaping service
584 specifies that the designated organic materials generated by those services be
585 managed in compliance with this chapter.

586 (e) Nothing in this Section prohibits a Responsible Party or Generator of a Multi-Family
587 Premises from preventing or reducing Discarded Materials generation, managing
588 Organic Waste on site, or using a Community Composting site pursuant to 14 CCR
589 Section 18984.9(c).

590 **Section 6.09.060. Requirements for Commercial Businesses**

591 (a) Responsible Parties of Commercial Businesses shall provide or arrange for
592 Recyclable Materials, Organic Materials, and Solid Waste collection services
593 consistent with this Chapter and for employees, contractors, tenants, and
594 customers. Responsible Parties of Commercial Premises may receive waivers
595 pursuant to Section 6.09.070 for some requirements of this Section.

596 (b) Except Responsible Parties of Commercial Businesses that meet the Self-Hauler
597 requirements in Section 6.09.110 of this Chapter, including hauling services
598 arranged through a landscaper, Responsible Parties of Commercial Premises
599 shall:

600 (1) Subscribe to and pay for District's three or more-container collection
601 services and comply with requirements of those services for all Recyclable
602 Materials, Organic Materials, and Solid Waste generated at the Commercial
603 Premises as further described below in this Section. District and its
604 Designee(s) shall have the right to review the number and size of a
605 Commercial Premises' containers and frequency of collection to evaluate

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- 606 adequacy of capacity provided for each type of collection service for proper
607 separation of materials and containment of materials. The Responsible
608 Party of the Commercial Business shall adjust their Service Level for their
609 collection services as requested by the District or its Designee.
- 610 (2) Participate in the District's three or more-container collection service(s) for
611 at least weekly collection of Recyclable Materials, Organic Materials, and
612 Solid Waste in the manner described below.
- 613 (A) Place and/or direct its Generators to place Source Separated
614 Organic Materials, including Food Waste, in the Organic Materials
615 Container; Source Separated Recyclable Materials in the Recyclable
616 Materials Container; and Solid Waste in the Solid Waste Container.
- 617 (B) Not place and/or direct its Generators to not place Prohibited
618 Container Contaminants in collection containers and to not place
619 materials designated for the Organic Materials Containers or
620 Recyclable Materials Containers in the Solid Waste Containers.
- 621 (3) Supply and allow access to adequate number, size and location of collection
622 containers with sufficient labels or colors (conforming with Sections
623 6.09.060(b)(4)(A)) and 6.09.060(b)(4)(B) below) for employees,
624 contractors, tenants, and customers, consistent with District's Recyclable
625 Materials Container, Organic Materials Container, and Solid Waste
626 Container collection service or, if Self-Hauling, consistent with the
627 Commercial Premises' approach to complying with Self-Hauler
628 requirements in Section 6.09.1101 of this Chapter.
- 629 (4) Provide containers for customers for the collection of Source Separated
630 Recyclable Materials and Source Separated Organic Materials in all indoor
631 and outdoor areas where Solid Waste containers are provided for
632 customers, for materials generated by that Commercial Business. Such
633 containers shall be visible and easily accessible. Such containers do not
634 need to be provided in restrooms. If a Commercial Business does not
635 generate any of the materials that would be collected in one type of
636 container, as demonstrated through an approved de minimis waiver per
637 Section 7(a), then the Responsible Party of the Commercial Business does
638 not have to provide that particular container in all areas where Solid Waste
639 containers are provided for customers. Pursuant to 14 CCR Section
640 18984.9(b), the containers provided by the Responsible Party of the
641 Commercial Business shall have either:
- 642 (A) A body or lid that conforms with the container colors provided through
643 the collection service provided by District, with either lids conforming
644 to the color requirements or bodies conforming to the color
645 requirements or both lids and bodies conforming to color

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- 646 requirements. The Responsible Party of the Commercial Business is
647 not required to replace functional containers that do not comply with
648 the requirements of this subsection prior to whichever of the following
649 comes first: (i) the end of the useful life of those containers, or (ii)
650 January 1, 2036.
- 651 (B) Container labels that include language or graphic images, or both,
652 indicating the primary material accepted and the primary materials
653 prohibited in that container, or containers with imprinted text or
654 graphic images that indicate the primary materials accepted and
655 primary materials prohibited in the container. Pursuant 14 CCR
656 Section 18984.8, the container labeling requirements are required on
657 new containers commencing January 1, 2022.
- 658 (5) To the extent practical through education, training, Inspection, and/or other
659 measures, prohibit employees from placing materials in a container not
660 designated for those materials per the District's Recyclable Materials
661 Container, Organic Materials Container, and Solid Waste collection service
662 or, if Self-Hauling, per the instructions of the Commercial Business's
663 Responsible Party to support its compliance with Self-Hauler requirements
664 in Section 6.09.110 of this Chapter.
- 665 (6) Periodically inspect Recyclable Materials Containers, Organic Materials
666 Containers, and Solid Waste Containers for contamination and inform
667 employees if containers are contaminated and of the requirements to keep
668 contaminants out of those containers pursuant to 14 CCR Section
669 18984.9(b)(3).
- 670 (7) Annually provide information to employees, contractors, tenants, and
671 customers about Recyclable Materials and Organic Waste Recovery
672 requirements and about proper sorting of Recyclable Materials, Organic
673 Materials, and Solid Waste.
- 674 (8) Provide education information before or within fourteen (14) days of
675 occupation of the Premises to new tenants that describes requirements to
676 Source Separate Recyclable Materials and Organic Materials and to keep
677 Source Separated Organic Materials and Source Separated Recyclable
678 Materials separate from each other and from other Solid Waste (when
679 applicable) and the location of containers and the rules governing their use
680 at each property.
- 681 (9) Provide or arrange access for District or its Designee to their properties
682 during all Inspections conducted in accordance with this Chapter to confirm
683 compliance with the requirements of this Chapter.

Exhibit A

684 (c) If the Responsible Party of a Commercial Business wants to Self-Haul, meet the
685 Self-Hauler requirements in Section 6.09.110 of this Chapter.

686 (d) Nothing in this Section prohibits a Responsible Party or a Generator of a
687 Commercial Business from preventing or reducing Discarded Materials
688 generation, managing Organic Waste on site, or using a Community Composting
689 site pursuant to 14 CCR Section 18984.9(c).

690 (e) Responsible Parties of Commercial Businesses that are Tier One or Tier Two
691 Commercial Edible Food Generators shall comply with Food Recovery
692 requirements, pursuant to Section 6.09.080 of this Chapter.

693 **Section 6.0.070. Waivers for Multi-Family Premises and Commercial Premises**

694 (a) De Minimis Waivers for Multi-Family Premises and Commercial Premises. The
695 District's Designee, or the District if there is no Designee, may waive a Responsible
696 Party's obligation to comply with some or all Recyclable Materials and Organic
697 Waste requirements of this Chapter if the Responsible Party of the Commercial
698 Business or Multi-Family Premises provides documentation that the Commercial
699 Business or Multi-Family Premises meets one of the criteria in subsections (1) and
700 (2) below. For the purposes of subsections (1) and (2), the total Solid Waste shall
701 be the sum of weekly container capacity measured in cubic yards for Solid Waste,
702 Recyclable Materials, and Organic Materials collection service. Hauling through
703 paper shredding service providers or other incidental services may be considered
704 in granting a de minimis waiver.

705 (1) The Commercial Business's or Multi-Family Premises' total Solid Waste
706 collection service is two (2) cubic yards or more per week and Recyclable
707 Materials and Organic Materials subject to collection in Recyclable
708 Materials Container(s) or Organic Materials Container(s) comprises less
709 than twenty (20) gallons per week per applicable material stream of the
710 Multi-family Premises' or Commercial Business's total waste (i.e.,
711 Recyclable Materials in the Recyclable Materials stream are less than
712 twenty (20) gallons per week or Organic Materials in the Organic Materials
713 stream are less than twenty (20) gallons per week); or,

714 (2) The Commercial Business's or Multi-Family Premises' total Solid Waste
715 collection service is less than two (2) cubic yards per week and Recyclable
716 Materials and Organic Materials subject to collection in a Recyclable
717 Materials Container(s) or Organic Materials Container(s) comprises less
718 than ten (10) gallons per week per applicable material stream of the Multi-
719 family Premises' or Commercial Business's total waste (i.e., Recyclable
720 Materials in the Recyclable Materials stream are less than ten (10) gallons
721 per week or Organic Materials in the Organic Materials stream are less than
722 ten (10) gallons per week).

Exhibit A

- 723 (b) Physical Space Waivers. The District's Designee, or the District if there is no
724 Designee, may waive a Commercial Business's or Multi-Family Premises'
725 obligation to comply with some or all of the Recyclable Materials and/or Organic
726 Waste collection service requirements if the District or its Designee has evidence
727 from its own staff, a hauler, licensed architect, or licensed engineer demonstrating
728 that the Premises lacks adequate space for Recyclable Materials Containers
729 and/or Organic Materials Containers required for compliance with the Recyclable
730 Materials and Organic Materials collection requirements of Section 6.09.050 or
731 6.09.060 as applicable.
- 732 (c) Review and Approval of Waivers. Waivers shall be granted to Responsible Parties
733 by the District's Designee, or the District if there is no Designee, according to the
734 following process:
- 735 (1) Responsible Parties of Premises seeking waivers shall submit a completed
736 application form to the District's Designee, or the District if there is no
737 Designee, for a waiver specifying the waiver type requested, type(s) of
738 collection services for which they are requesting a waiver, the reason(s) for
739 such waiver, and documentation supporting such request.
- 740 (2) Upon waiver approval, the District's Designee, or the District if there is no
741 Designee, shall specify that the waiver is valid for the following duration:
- 742 (i) For Commercial Premises, five (5) years, or if property ownership
743 changes, or if occupancy changes, whichever occurs first.
- 744 (ii) For Multi-Family Premises, five (5) years, or if property ownership
745 changes, or if the property manager changes, whichever occurs first.
- 746 (3) Waiver holder shall notify District's Designee, or the District if there is no
747 Designee, if circumstances change such that Commercial Business's or
748 Multi-Family Premises' may no longer qualify for the waiver granted, in
749 which case waiver will be rescinded.
- 750 (4) Any waiver holder must cooperate with the District and/or its Designee for
751 any on-site assessment of the appropriateness of the waiver.
- 752 (5) Waiver holder shall reapply to the District's Designee, or the District if there
753 is no Designee, for a waiver upon the expiration of the waiver period and
754 shall submit any required documentation, and/or fees/payments as required
755 by the District and/or its Designee. Failure to submit a completed application
756 shall equate to an automatic denial of said application.
- 757 (6) The District's Designee, or the District if there is no Designee, may revoke
758 a waiver upon a determination that any of the circumstances justifying a
759 waiver are no longer applicable.

Exhibit A

760 (7) If the District's Designee does not approve a waiver application or revokes
761 a waiver, the District may appeal the decision for additional review by the
762 Designee. The District may also, after meeting and conferring with the
763 Designee, direct the Designee to approve the waiver application and/or
764 repeal the revocation of the waiver.

765 **Section 6.09.080. Requirements for Commercial Edible Food Generators**

766 (a) Tier One Commercial Edible Food Generators must comply with the requirements
767 of this Section commencing January 1, 2022, and Tier Two Commercial Edible
768 Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR
769 Section 18991.3

770 (b) Large Venue or Large Event operators not providing food services, but allowing
771 for food to be provided by others, shall require Food Facilities operating at the
772 Large Venue or Large Event to comply with the requirements of this Section,
773 commencing January 1, 2024.

774 (c) Commercial Edible Food Generators shall comply with the following requirements:

775 (1) Arrange to recover the maximum amount of Edible Food that would
776 otherwise be disposed. Food that is donated shall be free from adulteration,
777 spoilage, and meet the food safety standards of the California Health and
778 Safety Code. Food cannot be donated if it is not in compliance with the food
779 safety standards of the California Health and Safety Code, including food
780 that is returned by a customer, has been served or sold and in the
781 possession of a consumer, or is the subject of a recall.

782 (2) Contract with or enter into a written agreement with Food Recovery
783 Organizations or Food Recovery Services for: (i) the collection of Edible
784 Food for Food Recovery; or, (ii) acceptance of the Edible Food that the
785 Commercial Edible Food Generator Self-Hauls to the Food Recovery
786 Organization for Food Recovery.

787 (3) Not intentionally spoil Edible Food that is capable of being recovered by a
788 Food Recovery Organization or a Food Recovery Service.

789 (4) Allow District's designated enforcement entity or designated third party
790 enforcement entity to access the Premises and review records pursuant to
791 14 CCR Section 18991.4.

792 (5) Keep records that include the following information, or as otherwise
793 specified in 14 CCR Section 18991.4:

794 (A) A list of each Food Recovery Service or organization that collects or
795 receives its Edible Food pursuant to a contract or written agreement
796 established under 14 CCR Section 18991.3(b).

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- 797 (B) A copy of all contracts or written agreements established under 14
798 CCR Section 18991.3(b).
- 799 (C) A record of the following information for each of those Food Recovery
800 Services or Food Recovery Organizations:
- 801 (i) The name, address and contact information of the Food
802 Recovery Service or Food Recovery Organization.
- 803 (ii) The types of food that will be collected by or Self-Hauled to
804 the Food Recovery Service or Food Recovery Organization.
- 805 (iii) The established frequency that food will be collected or Self-
806 Hauled.
- 807 (iv) The quantity of food, measured in pounds recovered per
808 month, collected or Self-Hauled to a Food Recovery Service
809 or Food Recovery Organization for Food Recovery.
- 810 (6) Maintain records required by this section for five (5) years.
- 811 (7) No later than January 31 of each year commencing no later than January
812 31, 2023 for Tier One Commercial Edible Food Generators and January 31,
813 2025 for Tier Two Commercial Edible Food Generators, provide an annual
814 Food Recovery report to the District or its Designee that includes the
815 following information:
- 816 (i) The amount, in pounds, of edible food donated to a Food Recovery Service
817 or Food Recovery Organization annually; and,
- 818 (ii) The amount, in pounds of edible food rejected by a Food
819 Recovery Service or Food Recovery Organization annually.
- 820 (iii) Any additional information required by the District Manager
821 or their Designee.
- 822 (d) Nothing in this Chapter shall be construed to limit or conflict with the protections
823 provided by the California Good Samaritan Food Donation Act of 2017, the Federal
824 Good Samaritan Act, or share table and school food donation guidance pursuant
825 to Senate Bill 557 of 2017 (approved by the Governor of the State of California on
826 September 25, 2017, which added Article 13 [commencing with Section 49580] to
827 Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend
828 Section 114079 of the Health and Safety Code, relating to food safety, as
829 amended, supplemented, superseded and replaced from time to time).

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830 **Section 6.09.090. Requirements for Food Recovery Organizations and Services**

831 (a) Food Recovery Services collecting or receiving Edible Food directly from
832 Commercial Edible Food Generators, via a contract or written agreement
833 established under 14 CCR Section 18991.3(b), shall maintain the following
834 records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

835 (1) The name, address, and contact information for each Commercial Edible
836 Food Generator from which the service collects Edible Food.

837 (2) The quantity in pounds of Edible Food collected from each Commercial
838 Edible Food Generator per month.

839 (3) The quantity in pounds of Edible Food transported to each Food Recovery
840 Organization per month.

841 (4) The name, address, and contact information for each Food Recovery
842 Organization that the Food Recovery Service transports Edible Food to for
843 Food Recovery.

844 (b) Food Recovery Organizations collecting or receiving Edible Food directly from
845 Commercial Edible Food Generators, via a contract or written agreement
846 established under 14 CCR Section 18991.3(b), shall maintain the following
847 records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

848 (1) The name, address, and contact information for each Commercial Edible
849 Food Generator from which the organization receives Edible Food.

850 (2) The quantity in pounds of Edible Food received from each Commercial
851 Edible Food Generator per month.

852 (3) The name, address, and contact information for each Food Recovery
853 Service that the organization receives Edible Food from for Food Recovery.

854 (c) Maintain records required by this section for five years.

855 (d) Food Recovery Organizations and Food Recovery Services that have their primary
856 address physically located in the District and contract with or have written
857 agreements with one or more Commercial Edible Food Generators pursuant to 14
858 CCR Section 18991.3(b) shall report to the District it is located in and the District's
859 Designee, if applicable, the total pounds of Edible Food recovered in the previous
860 calendar year from the Tier One and Tier Two Commercial Edible Food Generators
861 they have established a contract or written agreement with pursuant to 14 CCR
862 Section 18991.3(b). The annual report shall be submitted to the District and the
863 District's Designee, if applicable, no later than **January 31 of each year.**

864 (e) In order to support Edible Food Recovery capacity planning assessments or other
865 studies conducted by the District that provides Solid Waste collection services, or

Exhibit A

866 its designated entity, Food Recovery Services and Food Recovery Organizations
867 operating in the District shall provide information and consultation to the District
868 and District's Designee, if applicable, upon request, regarding existing, or
869 proposed new or expanded, Food Recovery capacity that could be accessed by
870 the District and its Commercial Edible Food Generators. A Food Recovery Service
871 or Food Recovery Organization contacted by the District and/or its Designee shall
872 respond to such request for information within 60 days, unless a shorter timeframe
873 is otherwise specified by the District.

874 (f) Food Recovery Organizations and Food Recovery Services that have their
875 primary address physically located in the District and contract with or have written
876 agreements with one or more Commercial Edible Food Generators shall include
877 language in all agreements with Tier 1 and Tier 2 edible food generators located
878 in the District identifying and describing the California Good Samaritan Act of 2017.

879 (g) Nothing in this chapter prohibits a Food Recovery Organization or Food Recovery
880 Service from refusing to accept Edible Food from a Commercial Edible Food
881 Generator.

882 **Section 6.09.100. Requirements for Haulers and Facility Operators**

883 (a) Requirements for Haulers

884 (1) Franchise hauler(s) providing Recyclable Materials, Organic Waste, and/or
885 Solid Waste collection services to Generators within the District's
886 boundaries shall meet the following requirements and standards as a
887 condition of approval of its contract, agreement, permit, or other
888 authorization with the District to collect Recyclable Materials, Organic
889 Materials, and/or Solid Waste:

890 (A) Through written notice to the District annually on or before January
891 1st of each year, identify the facilities to which they will transport
892 Discarded Materials, including facilities for Source Separated
893 Recyclable Materials, Source Separated Organic Materials, and
894 Solid Waste unless otherwise stated in the franchise agreement,
895 contract, permit, or license, or other authorization with the District.

896 (B) Transport Source Separated Recyclable Materials to a facility that
897 recovers those materials; transport Source Separated Organic
898 Materials to a facility, operation, activity, or property that recovers
899 Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article
900 2; transport Solid Waste to a disposal facility or transfer facility or
901 operation that processes or disposes of Solid Waste; and transport
902 manure to a facility that manages manure in conformance with 14
903 CCR Article 12 and such that the manure is not landfilled, used as
904 Alternative Daily Cover (ADC), or used as Alternative Intermediate
905 Cover (AIC).

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- 906 (C) Obtain approval from the District to haul Organic Waste, unless it is
907 transporting Source Separated Organic Waste to a Community
908 Composting site or lawfully transporting C&D in a manner that
909 complies with 14 CCR Section 18989.1, and Section 6.09.110 of this
910 Chapter.
- 911 (2) Franchise hauler(s) authorized to collect Recyclable Materials, Organic
912 Materials, and/or Solid Waste shall comply with education, equipment,
913 signage, container labeling, container color, contamination monitoring,
914 reporting, and other requirements contained within its franchise agreement,
915 permit, or other agreement entered into with District.
- 916 (b) Requirements for Facility Operators and Community Composting Operations
- 917 (1) Owners of facilities, operations, and activities located in the District's
918 boundaries that recover Organic Waste, including, but not limited to,
919 Compost facilities, in-vessel digestion facilities, and publicly-owned
920 treatment works shall, upon District request, provide information regarding
921 available and potential new or expanded capacity at their facilities,
922 operations, and activities, including information about throughput and
923 permitted capacity necessary for planning purposes. Entities contacted by
924 the District shall respond within 60 days.
- 925 (2) Community Composting operators with operations located in the District's
926 boundaries, upon District request, shall provide information to the District to
927 support Organic Waste capacity planning, including, but not limited to, an
928 estimate of the amount of Organic Waste anticipated to be handled at the
929 Community Composting operation. Entities contacted by the District shall
930 respond within 60 days.
- 931 (3) Owners of facilities, operations, and activities located in the District's
932 boundaries that receive Recyclable Materials, Organic Materials, and/or
933 Solid Waste shall provide to the District on a quarterly basis copies of all
934 .reports they are required to report to CalRecycle under 14 CCR.

935 **Section 6.09110. Self-Hauler Requirements**

- 936 (a) Every Self-Hauler shall Source Separate its Recyclable Materials and Organic
937 Materials (materials that District otherwise requires Generators or Responsible
938 Parties to separate for collection in the District's Recyclable Materials and Organic
939 Materials collection program) generated on-site from Solid Waste in a manner
940 consistent with 14 CCR Section 18984.1 and the District's collection program. Self-
941 Haulers shall deliver their materials to facilities described in subsection (b) below.
942 Alternatively, Self-Haulers may or choose not to Source Separate Recyclable
943 Materials and Organic Materials and shall haul its Solid Waste (that includes
944 Recyclable Materials and Organic Materials) to a High Diversion Organic Waste
945 Processing Facility subject to advance written approval by the District.

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- 946 (b) Self-Haulers that Source Separate their Recyclable Materials and Organic
947 Materials shall haul their Source Separated Recyclable Materials to a facility that
948 recovers those materials; haul their Source Separated Organic Waste to a facility,
949 operation, activity, or property that processes or recovers Source Separated
950 Organic Waste; and, haul their Solid Waste to a disposal facility or transfer facility
951 or operation that processes or disposes of Solid Waste.
- 952 (c) Self-Haulers that are Responsible Parties of Commercial Businesses or Multi-
953 Family Premises shall keep records of the amount of Recyclable Materials,
954 Organic Waste, and Solid Waste delivered to each facility, operation, activity, or
955 property that processes or recovers Recyclable Materials and Organic Waste and
956 processes or disposes of Solid Waste or shall keep records of Solid Waste
957 delivered to High Diversion Organic Waste Processing Facilities. These records
958 shall be subject to review by the District and/or its Designee(s). The records shall
959 include the following information:
- 960 (1) Delivery receipts and weight tickets from the entity accepting the Recyclable
961 Materials, Organic Materials, and Solid Waste.
- 962 (2) The amount of material in cubic yards or Tons transported by the Generator
963 or Responsible Party to each entity.
- 964 (3) If the material is transported to an entity that does not have scales on-site
965 or employs scales incapable of weighing the Self-Hauler's vehicle in a
966 manner that allows it to determine the weight of materials received, the Self-
967 Hauler is not required to record the weight of material but shall keep a record
968 of the entities that received the Recyclable Materials, Organic Materials,
969 and Solid Waste.
- 970 (d) Self-Haulers shall retain all records and data required to be maintained by this
971 Section for no less than five (5) years after the Recyclable Materials, Organic
972 Materials, and/or Solid Waste was first delivered to the facility accepting the
973 material.
- 974 (e) Self-Haulers that are Commercial Businesses or Multi-Family Premises shall
975 provide copies of records required by this Section to District if requested by the
976 General Manager and shall provide the records at the frequency requested by the
977 General Manager.
- 978 (e) A Single-Family Generator or Single-Family Responsible Party that Self-Hauls
979 Recyclable Materials, Organic Waste, or Solid Waste is not required to record or
980 report information in Section 6.09.110(c) and (d).
- 981 (f) Pursuant to 14 CCR Section 18815.9, Food Waste Self-Haulers are required to
982 maintain records and report to CalRecycle information on the Tons of Food Waste
983 Self-Hauled and the facilities or each use of such material. Food Waste Self-

Exhibit A

984 Haulers shall provide to the District on a quarterly basis copies of all reports they
985 are required to report to CalRecycle.

986 **Section 6.09.120. Inspections and Investigations**

987 (a) District representatives or its Designee(s) are authorized to conduct Inspections
988 and investigations, at random or otherwise, of any collection container, collection
989 vehicle loads, or transfer, processing, or disposal facility for materials collected
990 from Generators, or Source Separated materials to confirm compliance with this
991 Chapter by Generators, Responsible Parties of Single-Family Premises,
992 Responsible Parties of Commercial Businesses, Responsible Parties of Multi-
993 Family Premises, Commercial Edible Food Generators, haulers, Self-Haulers,
994 Food Recovery Services, and Food Recovery Organizations, subject to applicable
995 laws. This Section does not allow District or its Designee to enter the interior of a
996 private residential property for Inspection.

997 (b) Entities regulated by this Chapter shall provide or arrange for access during all
998 Inspections (with the exception of residential property interiors) and shall
999 cooperate with the District's representative or its Designee during such Inspections
1000 and investigations. Such Inspections and investigations may include confirmation
1001 of proper placement of materials in containers, inspection of Edible Food Recovery
1002 activities, review of required records, or other verification or Inspection to confirm
1003 compliance with any other requirement of this Chapter. Failure of a Responsible
1004 Party to provide or arrange for: (i) access to an entity's Premises; or (ii) access to
1005 records for any Inspection or investigation is a violation of this Chapter and may
1006 result in penalties described in Section 6.09.130.

1007 (c) Any records obtained by a District or its Designee during its Inspections, and other
1008 reviews shall be subject to the requirements and applicable disclosure exemptions
1009 of the Public Records Act as set forth in Government Code Section 6250 et seq.

1010 (d) District representatives or their Designee are authorized to conduct any
1011 Inspections, or other investigations as reasonably necessary to further the goals
1012 of this Chapter, subject to applicable laws.

1013 (e) District or its Designee shall receive written complaints from persons regarding an
1014 entity that may be potentially non-compliant with SB 1383 Regulations, including
1015 receipt of anonymous complaints.

1016 (f) District representatives and/or their Designee are authorized to provide
1017 informational notices to entities regulated by this Chapter regarding compliance
1018 with this Chapter.

1019 **Section 6.09.130. Enforcement**

1020 (a) Violation of any provision of this Chapter shall constitute grounds for issuance of
1021 a Notice of Violation and assessment of a fine by a District Enforcement Official or
1022 representative. Enforcement Actions under this Chapter are issuance of an

Exhibit A

- 1023 administrative citation and assessment of a fine. The District shall adopt
1024 procedures on imposition of administrative fines which shall govern the imposition,
1025 enforcement, collection, and review of administrative citations issued to enforce
1026 this Chapter and any rule or regulation adopted pursuant to this Chapter, except
1027 as otherwise indicated in this Chapter.
- 1028 (b) Other remedies allowed by law may be used, including civil action or prosecution
1029 as misdemeanor or infraction. District may pursue civil actions in the California
1030 courts to seek recovery of unpaid administrative citations. District may choose to
1031 delay court action until such time as a sufficiently large number of violations, or
1032 cumulative size of violations exist such that court action is a reasonable use of
1033 District staff and resources.
- 1034 (c) Responsible Entity for Enforcement
- 1035 (1) Enforcement pursuant to this Chapter may be undertaken by the District
1036 Enforcement Official, which may be the General Manager or his or her
1037 designated entity, legal counsel, or combination thereof.
- 1038 (2) District Enforcement Official(s) may issue Notices of Violation(s).
- 1039 (d) Process for Enforcement
- 1040 (1) District Enforcement Officials and/or their Designee will monitor compliance
1041 with the ordinance through Compliance Reviews, Route Reviews,
1042 investigation of complaints, and an Inspection program. District
1043 Enforcement Officials and/or their designee may also monitor compliance
1044 with the ordinance randomly.
- 1045 (2) District may issue an official notification to notify regulated entities of its
1046 obligations under the ordinance.
- 1047 (3) For incidences of Prohibited Container Contaminants found in containers,
1048 District or its designee will issue an informational notice of contamination to
1049 any Generator or Responsible Party found to have Prohibited Container
1050 Contaminants in a container. Such notice will be provided via a cart tag or
1051 other communication immediately upon identification of the Prohibited
1052 Container Contaminants or within 5 days after determining that a violation
1053 has occurred. If the District or its Designee observes Prohibited Container
1054 Contaminants in a Responsible Party's containers on more than two (2)
1055 consecutive occasion(s), the District may assess contamination processing
1056 fees or contamination penalties on the Generator.
- 1057 (4) With the exception of violations of contamination of container contents
1058 addressed under Section 6.09.130(k), District shall issue a Notice of
1059 Violation requiring compliance within 60 days of issuance of the notice.

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1060 (5) Absent compliance by the respondent within the deadline set forth in the
1061 Notice of Violation, District shall commence an action to impose penalties,
1062 via an administrative citation and fine.

1063 Notices shall be sent to "owner" at the official address of the owner
1064 maintained by the tax collector for the County Assessor or if no such
1065 address is available, to the owner at the address of the Multi-Family
1066 Premises or Commercial Premises or to the Responsible Party for the
1067 collection services, depending upon available information.

1068 (e) Penalty Amounts for Types of Violations

1069 The penalty levels are as follows, as prescribed by 14 CCR Section 18997.2 and any
1070 other applicable code or regulation:

1071 (1) For a first violation, the amount of the base penalty shall be \$50 to \$100 per
1072 violation.

1073 (2) For a second violation, the amount of the base penalty shall be \$100 to
1074 \$200 per violation.

1075 (3) For a third or subsequent violation, the amount of the base penalty shall be
1076 \$250 to \$500 per violation.

1077 (f) Factors Considered in Determining Penalty Amount

1078 The following factors shall be used to determine the amount of the penalty for each
1079 violation within the appropriate penalty amount range:

1080 (1) The nature, circumstances, and severity of the violation(s).

1081 (2) The violator's ability to pay.

1082 (3) The willfulness of the violator's misconduct.

1083 (4) Whether the violator took measures to avoid or mitigate violations of this
1084 chapter.

1085 (5) Evidence of any economic benefit resulting from the violation(s).

1086 (6) The deterrent effect of the penalty on the violator.

1087 (7) Whether the violation(s) were due to conditions outside the control of the
1088 violator.

1089 (g) Compliance Deadline Extension Considerations

Exhibit A

1090 District may extend the compliance deadlines set forth in a Notice of Violation
1091 issued in accordance with this Section if it finds that there are extenuating
1092 circumstances beyond the control of the respondent that make compliance within
1093 the deadlines impracticable, including the following:

1094 (1) Acts of God such as earthquakes, wildfires, flooding, and other
1095 emergencies or natural disasters;

1096 (2) Delays in obtaining discretionary permits or other government agency
1097 approvals; or,

1098 (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food
1099 Recovery capacity and the District is under a corrective action plan with
1100 CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

1101 (h) Appeals Process

1102 Persons receiving an administrative citation containing a penalty for an
1103 uncorrected violation may request a hearing to appeal the citation. A hearing will
1104 be held only if it is requested within the time prescribed and consistent with any
1105 applicable procedures for appeals of administrative citations. Evidence may be
1106 presented at the hearing. The District will appoint a hearing officer who shall
1107 conduct the hearing and issue a final written order.

1108 (i) Education Period for Non-Compliance

1109 Beginning January 1, 2022 and through December 31, 2023, District or its
1110 Designee will conduct Inspections, Route Reviews or waste evaluations, and
1111 Compliance Reviews, depending upon the type of regulated entity, to determine
1112 compliance, and if District or its Designee determines that Generator, Responsible
1113 Party, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food
1114 Recovery Organization, Food Recovery Service, or other entity is not in
1115 compliance, it shall provide educational materials to the entity describing its
1116 obligations under this Chapter and a notice that compliance is required by January
1117 1, 2022, and that violations may be subject to administrative civil penalties starting
1118 on January 1, 2024.

1119 (j) Civil Penalties for Non-Compliance

1120 Beginning January 1, 2024, if the District determines that a Generator,
1121 Responsible Party, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible
1122 Food Generator, Food Recovery Organization, Food Recovery Service, or other
1123 entity is not in compliance with this Chapter, it shall document the noncompliance
1124 or violation, issue a Notice of Violation, and take Enforcement Action pursuant to
1125 this Section, as needed.

1126 (k) Enforcement Table

Exhibit A

1127

Table 1. List of Violations

Requirement	Description of Violation
Commercial Business Multi-Family Premises Responsibility Requirement Sections 6.09.050 and 6.09.060	Responsible Party for a Commercial Business or Multi-Family Premises fails to provide or arrange for Organic Waste collection services consistent with District requirements and as outlined in this Chapter, for employees, contractors, tenants, and customers, including supplying and allowing access to adequate numbers, size, and location of containers and sufficient signage and container color.
Organic Waste Generator or Responsible Party Requirement Section 6.09.040, 050, and 060	Organic Waste Generator or Responsible Party fails to comply with requirements pursuant to this Chapter.
Hauler Requirement Section 6.09.100	A hauler providing Single-Family, Multi-Family or Commercial collection service fails to transport Discarded Materials to a facility, operation, activity, or property that recovers Organic Waste, as prescribed by this Chapter.
Hauler Requirement Section 6.09.100	A hauler providing Single-Family, Multi-Family or Commercial Recyclable Materials, Organic Materials, or Solid Waste collection service fails to obtain applicable approval issued by the District to haul Recyclable Materials, Organic Materials, or Solid Waste as prescribed by this Chapter.
Hauler Requirement Section 6.09.100	A hauler fails to keep a record of the applicable documentation of its approval by the District, as prescribed by this Chapter.
Self-Hauler Requirement Section 6.09.110	A Generator or Responsible Party who is a Self-Hauler fails to comply with the requirements of this Chapter.

Exhibit A

Requirement	Description of Violation
Commercial Edible Food Generator Requirement Section 6.09.080	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and/or fails to comply with other requirement of this Chapter commencing Jan. 1, 2022.
Commercial Edible Food Generator Requirement Section 6.09.080	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and/or fails to comply with other requirements of this Chapter commencing Jan. 1, 2024.
Commercial Business Responsible Party, Multi-Family Premises Responsible Party, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service Sections 6.09.050, 060, 080, and 090	Failure to provide or arrange for access to an entity's Premises for any Inspection or investigation.
Recordkeeping Requirements for Commercial Edible Food Generator Section 6.09. 080	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 6.09.080 of this Chapter.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations Section 6.09.090	A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant to 14 CCR Section 18991.3(b) fails to keep records, as prescribed by Section 6.09.090 of this Chapter.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.B.**

FROM: John F. Weigold, IV, General Manager

Meeting Date: October 21, 2021

Subject: General Manager's Report

GENERAL MANAGER:

The District continues its mission of providing water, wastewater treatment, emergency response, facilities, and administrative services. The District worked through a power outage on October 12th, which affected all departments in some fashion, however all backup generators functioned as prescribed so there was little impact on District operations. In addition to the daily operations of the Cambria Community Services District (CCSD), the following is an update on some of our current ongoing projects and activities:

Water Conservation

Conservation efforts continue to pay dividends. Our usage has "flattened the curve" in our well levels, so thank you to the entire community for your continued conservation efforts.

Regulatory Compliance

The District continues to provide all required regulatory reporting on or ahead of schedule.

Skatepark

We expect to receive the final report from Spohn Ranch, our skatepark design contractor, by the date of this Board meeting. All engineering reports and assessments have been received by the designer and the company is putting the finishing touches on its report.

I appointed our District Engineer, Ray Dienzo, to the role of project manager for this project, as well as for the East Ranch restroom project. Ray will be meeting with San Luis Obispo County planners at the end of October to have a preliminary planning discussion for the skatepark project, so that the District can better understand the requirements from the County should the CCSD Board decide to proceed with construction.

Grants

Our Congressional Community Funding Project for \$375,000 for refurbishing our two Stuart Street water tanks, sponsored by Congressman Salud Carbajal, is awaiting final consideration by Congress. It is part of the infrastructure bill that was passed by the House, and is now awaiting consideration by the Senate.

Electric Vehicle (EV) Charging Station

The EV charging station at the Veterans Hall is still in the permitting process. There were some corrections requested by San Luis Obispo County Planning Department during the building review, so the plan was sent back to our contractor's engineers to make the changes. The plan was resubmitted to the County on October 6th. The EV station application for the East Village restroom location is pending contract amendment approval by the County for use of their parking lot.

HUMAN RESOURCES:

COVID-19

There were no extraordinary actions taken by the General Manager this month related to the COVID-19 pandemic, as authorized by Resolutions 09-2020 and 52-2020.

As COVID-19 cases surge in San Luis Obispo County and hospitals face extreme demands on their capacity, the County of San Luis Obispo Public Health Department issued a Health Officer Order requiring masking in all indoor public places. The order went into effect on September 1, 2021 (12:01 a.m.) and applied to those who are vaccinated as well as to those who are not. The Cambria Community Services District is continuing to follow the County of San Luis Obispo Health Department Order and all CCSD employees, regardless of vaccination status, are required to wear a mask in all indoor public places. The District is continuing to implement the following policies and procedures for added safety and health protection:

- At a minimum, District staff is cleaning and disinfecting commonly touched surfaces in all vehicles and apparatus at the beginning and end of the day.
- At a minimum, District staff is cleaning and disinfecting commonly touched surfaces in all CCSD buildings at the beginning and end of the day.
- All CCSD employees are regularly washing hands or using hand sanitizer.
- All CCSD employees are required to wear a mask in all indoor places.
- All CCSD employees are provided with masks, hand sanitizer and wipes.
- All CCSD employees are allowed to get COVID-19 vaccination appointments during their work day and are allowed to use district vehicles to go to and from their appointments.
- All Fire Department personnel are wearing personal protective equipment (PPE) gear/N95 masks on all emergency responses and are regularly washing hands/using hand sanitizer before, during and after each emergency.
- All Fire Department personnel responding to incidents of heightened concern, are wearing increased levels of personal protective equipment (PPE), N95 masks, eye protection, gowns, and shields as necessary.
- The district has given department managers clearly visible and easy-to-read signage to hang at all district facility entry points.

FACILITIES & RESOURCES:

Please refer to the attached report.

Attachments:

- 1 - Facilities and Resources Report
- 2 - Public Record Requests and Responses

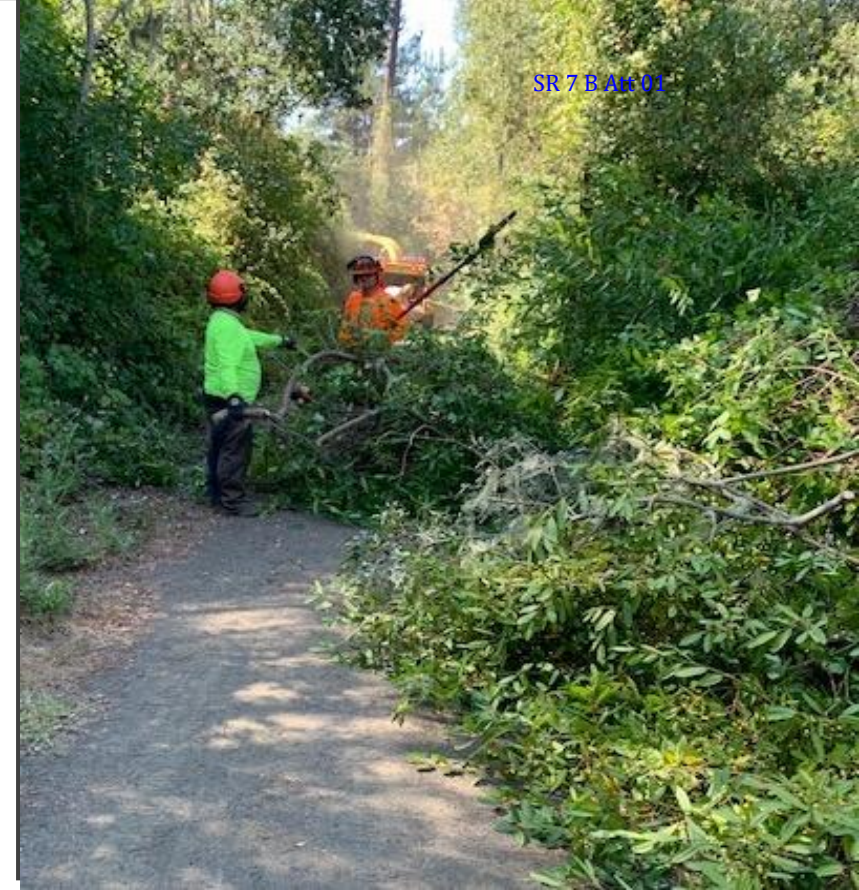


Facilities and Resources Manager Report



Cross Town Trail- Windsor Blvd

This trail runs from Windsor Blvd bridge to Shamel Park. Willow tree branches and vegetation had covered a large portion of the trail making it hard for pedestrians to walk. Facilities and Resources Staff with the assistance from a tree contractor trimmed back branches, chipped vegetation and mowed the side of the trail with a tractor and mower.



West Santa Rosa Creek Trail

This mile long trail is located on the western part of the Fiscalini Ranch and CCSD open space properties. Coyote brush, willow branches and vegetation were encroaching the trail. Facilities and Resources Staff with the assistance from a tree contractor trimmed and chipped the branches and mowed the side of the trail.



Cross Town Trail- Hwy 1

This trail runs along Hwy 1 from Windsor Blvd to Cambria Dr. It is an asphalt paved trail. Willow tree branches were encroaching through out the length of the trail. This trail is used both by pedestrians and bikers. Facilities and Resources Staff with the assistance from a tree contractor trimmed and chipped the branches.



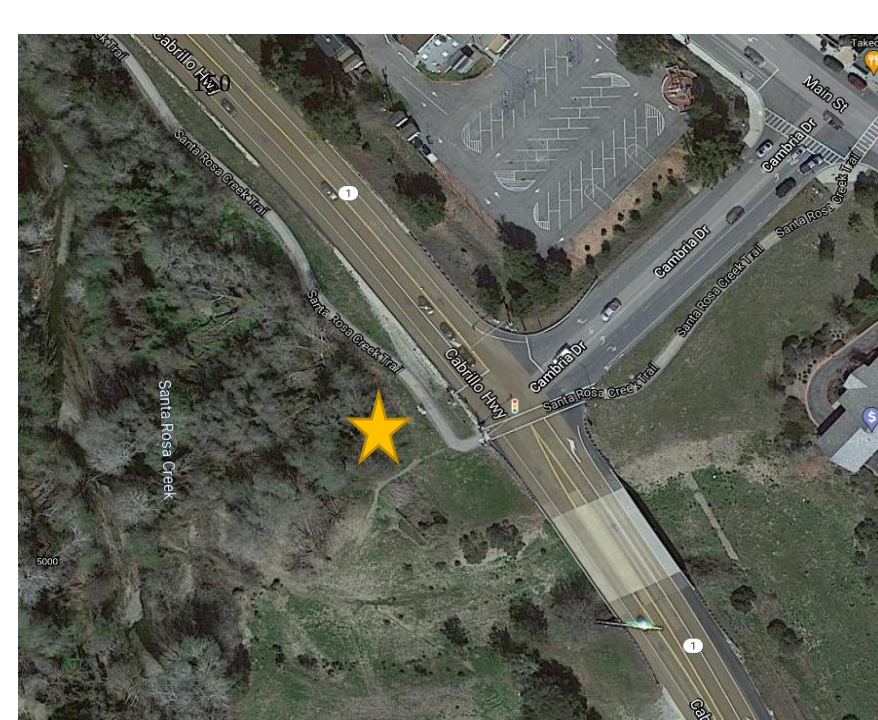
Pedestrian Bridge

This trail and bridge are located between Main St. and east Fiscalini Ranch Preserve. It is located next to the Black Cat Restaurant and the Bike Kitchen. Willow branches had taken over most of the bridge and had completely covered the temporary waterline that runs over the bridge. This work was contracted out. Willow branches were cut and chipped and side of the trail was weed wacked.



Connector Trail-Moonstone Beach Dr.

This trail is located on Moonstone Beach Dr. It runs from Windsor Blvd x Moonstone Beach Dr. to El Colibri Hotel. Tree branches were blocking trail access. Facilities and Resources Staff cut and chipped encroaching vegetation.



HWY 1 x Cambria Dr Encampment Update

- On January 6th of this year multiple encampments were cleaned up on CCSD property. Facilities and Resources Staff received assistance for the clean up and eviction of occupants from the SLO Sheriff Department, SLO County and a contractor.
- The pictures at the top show what the camps looked like as well as the approximate location.
- Facilities and Resources Staff has continued to monitor the location since the January clean up. No encampments have resurfaced in this area since the clean up.
- The pictures at the bottom taken late September, show what the area looks like now. Willow trees are growing in nicely and berry, poison oak and grasses are starting to fill the ground.





Dog Park

- During a recent site visit at the Dog Park, Facilities Staff noticed that some of the seats and benches at the Park were in bad shape. These benches and chairs were brought over from the old Dog Park location on Main St. years ago. They were made out of plastic and were sun baked and cracked from years of use.
- Facilities and Resources fabricated, painted and installed 3 picnic style benches at the Park. Two were placed in the large dog area and one in the small area. The wood for the benches came from left over material from previous Department projects.



Dog Park

- The above pictures show some of the additional improvements made to the Park. A porta potty and handwashing station is being donated by Harvey's Honey Huts for use at the Park. Harvey's is also cleaning the portable restroom on a regular basis at no cost.
- A concrete commercial trash can was also placed next to the handwash station. These trash cans were previously used on Main St. When they were replaced with the nicer planter style trash enclosures a few of these trash cans were saved for future use.
- Facilities and Resources Staff continues to refill two 120 gallon water tanks. The water tank in the larger dog area is refilled 2-3 times a month while the one in the small dog area is refilled 1-2 times a month.
- Earlier this year, Friends of the Fiscalini Ranch planted native plants and trees around the Park. Money for the trees and supplies was paid from a Beautification Grant from SLO County. Most of the trees and bushes are doing well with an approximate 90% survival.

Fiscalini Ranch Preserve Forest Work

- During the month of September Facilities and Resources Staff worked on three forest projects on the Preserve. I reported on the first 9 acre area by Victoria Way last month.
- The second project was located between the Creek to Forest Trail and Ridge Trail. Many of the trees in this 4 acre area were infected with gall rust. The Monterey Pines in this area were planted shortly after the Ranch was acquired by Cal Poly volunteers.
- Friends of the Fiscalini Ranch Preserve paid for a biologist to conduct a survey for birds and mammals prior to the pruning and clean up work. FFRP also paid for a contractor to assist Facilities Staff in conducting the work.
- Attached are pictures of gall rust on a tree, pine trees shedding their lower branches and after pictures of the work.

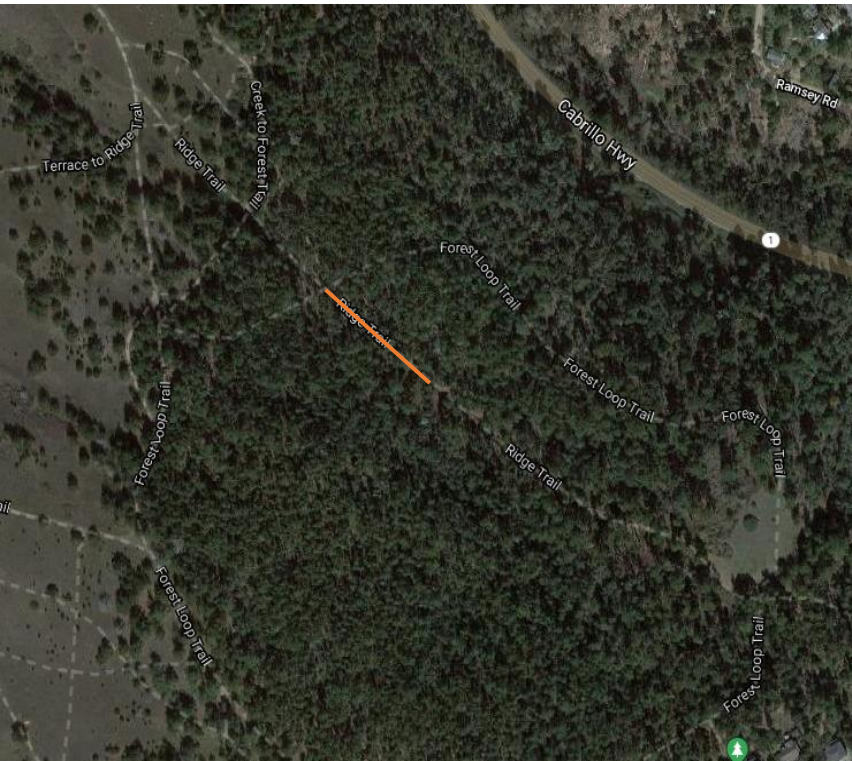


SR 7 B Art-01



Fiscalini Ranch Preserve Forest Work

- Third project was located on the forest section of the Ridge Trail.
- During the late January storm, a number of Monterey Pine trees were blown down along this trail.
- Friends of the Fiscalini Ranch Preserve paid for a biologist to conduct a survey for birds and mammals prior to the clean up work. FFRP also paid for a contractor to assist Facilities Staff in conducting the work.
- The top pictures shows Facilities and Resources Staff and a Contractor performing the work.
- The below pictures show the clean up work in one area where wood chips are evenly scattered through the forest floor. The second picture shows very little ground disturbance in the clean up area.



Public Record Requests and Responses

The District responded to two (2) Public Record Requests since September 9, 2021 by the following citizens:

08/23/21 Elizabeth Bettenhausen – I request the water usage units (ccf) for CCSD vacation rental customers for May-June 2021. [Please confirm receipt of this Request. Thank you.

On 9/1/21, the CCSD responded to Elizabeth Bettenhausen's 08/23/21 Public Records Request with the following:

Thank you for following up on your request. It is on my calendar to respond to you by the 10 days (September 3rd). However, extracting the information is taking longer than expected. A ten (10) day extension until September 13, 2021 is needed to continue to search our files. You will be notified if records have been identified and are available earlier.

On 9/13/21, the CCSD responded to Elizabeth Bettenhausen's 08/23/21 Public Records Request with the following:

Attached please find the document responsive to your request.

2021-07-10 May-June Grand Totals

Please also note:

The attached document has some information at the bottom regarding vacation rentals. While we can provide aggregate data, to the extent it is available, under Government Code Section 6254.16, individual utility customer usage data is generally not subject to disclosure under the Public Records Act.

On 10/06/21 Ashley Clark - DEFENDANT NAME: Kenneth Adrian Fuller

AGENCY/CASE NO: see below

DA/COURT NOS: 079-667324/21F-04807

DISCOVERY REQUEST

Pursuant to California Penal Code section 1054.5, informal requests for discovery can be made prior to obtaining a court order. It is requested that you provide this office with the following materials by 10/12/21 so that it can be provided to the defense counsel. Please forward the following discovery in connection to the above-entitled case:

ANY AND ALL REPORTS RELATED TO THE FIRE ON 7/31/21@ PIEDRAS BLANCAS LIGHTHOUSE NEAR HWY 1

ALSO THE FOLLOWING EVIDENCE IS NEEDED: ANY AND ALL 911 CALLS, ANY AND ALL RADIO TRAFFIC, ANY AND ALL CAD LOGS, ANY PHOTOS, ANY IN-UNIT VIDEOS/BODY CAMERA FOOTAGE, ANY SURVEILLANCE VIDEO, ANY SUPPLEMENTAL REPORTS

On 10/07/21, the CCSD responded to Ashley Clark's 10/06/21 Discovery request with the following:

There are no documents responsive to your request. An incident at this location occurred; however, it is out of our initial response area, and would have been considered a mutual aid response. After checking the database, it was determined that Cambria Fire did not respond to the incident in question. The responsible agency would have been Cal Fire. All inquiries should be made to them.

BOARD OF DIRECTORS' MEETING – OCTOBER 21, 2021

FINANCE MANAGER'S REPORT

EXPENDITURE REPORT FOR THE MONTH OF SEPTEMBER 2021

The Expenditure Report for the month of September 2021 is being submitted to the CCSD Board of Directors in today's meeting (see Agenda Item 5.A.). The report includes a detailed listing and monthly sub-total for each Accounts Payable Vendor, and a summary of each department's monthly expenditures.

CCSD DIRECTOR MEETINGS & COMPENSATION FOR THE MONTH OF SEPTEMBER 2021

CCSD Directors may receive compensation of \$100 for each meeting attended, up to a maximum compensation of \$600 in each month, per the CCSD Board Bylaws. The table below shows the meeting month, number of meetings attended and the total compensation for each CCSD Director.

Director Name	Meeting Month	Number of	Amt Per	Total
Farmer, Harry	Aug-21	5	\$ 100.00	\$ 500.00
Howell, Donn	Jul-21	1	\$ 100.00	\$ 100.00
Steidel, Cynthia		0	\$ 100.00	\$ -
Dean, Karen	Aug-21	5	\$ 100.00	\$ 500.00
Gray, Tom	Jul-21	2	\$ 100.00	\$ 200.00
Total		13		\$1,300.00

AVAILABLE CASH BALANCES AS OF SEPTEMBER 2021

The total available cash is listed as follows:

Account Type	Balance
Main Checking	\$ 1,182,397.02
Money Market	\$ 2,239,098.91
Local Agency Investment Fund (LAIF)	\$ 3,866,186.38
Total	\$ 7,287,682.31

Available cash is defined as the balance in the Main Checking Account, less outstanding checks, plus Money Market Account, plus Local Agency Investment Fund (LAIF). The total available cash as of September 30, 2021, was \$7,287,682.31.

The total available cash in all restricted accounts are listed as follows:

Account Type (Restricted)	Balance
Payroll	\$ 227,638.12
Veterans Hall	\$ 4,068.98
Health Reimbursement Account (HRA)	\$ 37,252.41
Total	\$ 268,959.51

At this time, the CCSD has adequate resources to meet its cash commitments. Staff will continue to be frugal in purchases, postpone non-critical purchases and carefully monitor their respective budget(s).

Staff submitted a reimbursement request for COVID-19 costs to FEMA. The next step in the process is for FEMA to determine if the costs submitted are eligible for reimbursement, which continues to be under review. Staff will report on the outcome as information becomes available.

In late January 2021, CCSD facilities and equipment were damaged by the significant rain and windstorm activity. Staff will work with the County of San Luis Obispo Office of Emergency Services and the State to recover eligible costs.

NEW FINANCIAL SYSTEM UPGRADE - STATUS

Staff and the Tyler Ad-hoc Committee have continued routine conference calls with Tyler Technologies, in developing the next steps required for implementation. During the month of September 2021, the Budget module was migrated into business practice. The Fixed Asset module was previously configured, and staff will be migrating into business practice during the month of October 2021.

ANNUAL AUDIT – STATUS

At the September 9, 2021 Board of Directors meeting, the Board approved amendment no. 2 to the Moss, Levy & Hartzheim agreement. In early November, staff will work with the Independent Auditor to complete the fieldwork necessary for the FY 2020/2021 audit.

Utilities Report for October 2021

Department Activities for the Month of September

Wastewater Treatment Plant (WWTP)

Plenty of plant maintenance occurred in September. The crew did a great job making repairs, cleaning, and organizing the grounds. Influent pump #2 required a bit of attention this month. This pump helps bring wastewater from the collection system into the plant for treatment. When operators Toni and Tim took the pump apart, they found the motor bearings were worn and in need of replacement, as well as the rotating assembly. While it was apart, they also rebuilt the motor adjustment stand and gave it a fresh coat of paint.

Our electrical controls contractor, Tough Automation, came out and cleaned up the influent flow Programmable Logic Controller (PLC) which is located where all the sewer flows enter the system (headworks). The influent flow signal is now connected to Supervisory Control and Data Acquisition (SCADA) at this location. Previously, the signal traveled underground all the way to the operations building on the other side of the plant. The reduction in carrier line eliminated the communication trouble we were having with signal.



Figure A - Influent Pump #2

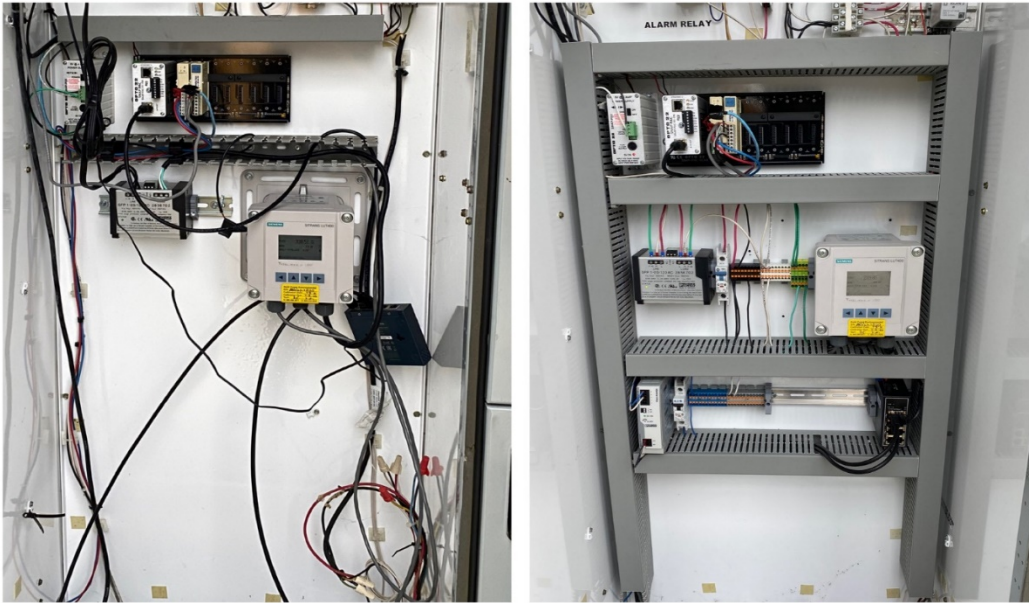


Figure B - Influent PLC before (left) and after (right)

Collection System

Sewer line cleaning and jetting continued in September. Figure C shows root intrusion pulled from the collection system. Collection system maintenance prevents blockages and sanitary sewer overflows.

Crews have begun manhole maintenance in preparation of the wet season. A new product has been obtained to seal manholes to prevent Inflow & Infiltration during storm events.



Figure C - Root intrusion pulled from the collection system



Figure D - Manhole maintenance

Tech Talk Topic – to be continued next month

Water Department

With the help of the **Fire Safe Council**, dead trees were removed at the Liemert Tank site at no cost to the CCSD. Seven trees were removed over the course of three days.

A disinfection chemical tank at SR4 was discovered to be leaking into the secondary containment. The CCSD's chemical contractor, Brenntag, maintains all District chemical tanks and made repairs to the tank at no additional cost.

New upgraded radios were installed at the Pine Knolls tank site and Rodeo Grounds to improve communications for both the Water and Wastewater Departments.

Several distribution system leaks were repaired in September, including leaks at St. James, Weymouth, Hartford, Moonstone Beach Drive, and Coventry.



Figure E - Solar-powered Relay Station

The Department's solar-powered relay station experienced another theft this month, prompting replacement of a stolen panel and relocation of the panel mount to deter future theft. This has been a recurring issue at this location and has already resulted in increasing the enclosure area and installing privacy screening on the fence. Additional security measures are also being considered.

Water Department Activities and Tasks for September 2021:

Activity	# Completed
Manual Meter Reads/Locates for Billing Purposes	502
Customer assists for high water usage on customer side of meter	17
Locking/Unlocking Water Meters	2
Meter Shut-Off/Turn-On at Owner's Request	7
Repairs of distribution system leaks	7
After-Hours System Alarm Responses	0
USA Locations	34
Water Service Line Information Requests	2
Service angle stop/ Valves Replaced	3
Hydrants/valves tested	27

Flume Installations	3
Air Vacuum Device Upgrade/Repairs	1

*Additional information regarding the Department's hydrant maintenance program can be found at www.cambriacsd.org/water.

Water Supply Status

As of September 30, the CCSD has diverted 38% of the annual San Simeon Creek allocation and 51% of the annual Santa Rosa Creek allocation with 73% of total production coming from the San Simeon Creek aquifer. San Simeon Creek well levels are now trending just above average (see attached charts). Additional well level data and production summary reports are available on the website at www.cambriacsd.org/water-data.

Water Reclamation Facility

In September, the Reverse Osmosis (RO) media was moved to the WRF site in preparation for installation. They have been stored at the WWTP in factory packaging since 2019.

Staff focused on the third stage RO train for maintenance in September. Stainless steel air lines were purged of condensation and new air filters were mounted. Several of the pneumatic valves are failing or operate too slowly for anticipated processing needs. Two valves were reconditioned, but the others are slated for replacement.

Staff received training on how to remove and repair media in the micro filtration train. Current membrane integrity testing shows no need for re-pinning. This train is in very good condition and continues to be preserved via recirculation of potable water to keep media wetted.

Division of Drinking Water District Engineer, Jeff Densmore, accompanied by the Regional Water Quality Control Board's James Bishop, completed a site inspection this month. This was Mr. Bishop's first site visit since taking over jurisdiction of the WRF.

Instream Flow Study and Adaptive Management Plan

Our environmental biologist, Cindy Cleveland, from Cleveland Biological has been performing our Adaptive Management Plan (AMP) monitoring in the riparian reaches of the Van Gordon and San Simeon Creek. These surveys include observations of red legged frogs, tidewater goby, riparian vegetation, etc. and are used to establish a biological baseline. The data from both Cindy Cleveland and Todd Groundwater's Gus Yates will be used to complete Task 2 of the Instream Flow Study. This data will also be used to request AMP concurrence letters from resource agencies, as required by SLO County in their information hold for the WRF's CDP. The current bi-monthly monitoring reports from August showed environmental variables are following seasonal, natural changes.

The Task 1 Instream Flow Study has started with a kick-off meeting in mid-September. Stillwater Sciences is completing their historical document review and we are currently assembling the Technical Advisory Committee.

Conservation & Permits

Water Supply & Demand

Water consumption continues to trend below average thanks to the declared Water Shortage Emergency. All customer categories have reduced consumption compared to previous years' July-August billing grand totals.

Utilities staff continue to monitor water shortage indicators and recommend remaining at a Stage 4 at this time. Stages 1 through 5 are currently represented by each metric, as illustrated in the table below. Although well levels historically begin to rebound at the end of the dry season, the gradient continues to flatten until the Lower San Simeon Basin is fully recharged.

Averages as of October 1 Using 1998-2020 Data

Stage	% of Average	SR4	WBE	WBW	Gradient	Average SS Wells
2	100%	47.31	4.40	4.46	1.34	10.19
	91%	43.05	4.00	4.06	1.22	9.27
3	90%	42.58	3.96	4.02	1.21	9.17
	81%	38.32	3.56	3.61	1.09	8.25
4	80%	37.85	3.52	3.57	1.07	8.15
	71%	33.59	3.12	3.17	0.95	7.24
5	70%	33.12	3.08	3.12	0.94	7.13
	61%	28.86	2.68	2.72	0.82	6.22
6	60%	28.39	2.64	2.68	0.80	6.11

CURRENT

1-Oct

50.14	3.71	3.32	0.94	9.60
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In September, Utilities Department's program manager, Melissa Bland, participated in a two-week Qualified Water Efficient Landscaper (QWEL) course and sat for the QWEL exam. Melissa successfully passed and is now a certified QWEL. This certification will assist the Utilities Department in auditing landscapes in Cambria, both residential and commercial, to ensure irrigation systems are using the least amount of water possible to maintain healthy, sustainable landscapes.

Also this month, staff received the 50% cost share from U.S. Bureau of Reclamation to offset the Flume Smart Water Sensor rebate program. To date, the CCSD has issued 233 rebates throughout the system. One benefit of this rebate program has been access to Flume's Utility Portal, which shows all rebate participant's real-time water use data. Reviewing high water users and random audits of accounts has resulted in several leak detections and reduction in use. Flume rebates are still available at www.flumewater.com/ccsd.

Staff continues to ramp up conservation outreach and has begun to launch Water Use Efficiency Walk-Throughs (previously called water audits). These free water-use surveys identify water savings potential in homes and businesses. In September, three walk-throughs were completed, including one requested due to a leak identified through Flume. The leak was discovered to be on the customer's service line between the meter and the house. It was repaired within 48 hours of the survey, saving the customer approximately 300 gallons of water loss per day.

Permit counter activity for the month of September includes the following:

ASSIGNMENTS (26 TO DATE IN 2021)

023.202.055 O'Grady to Berquist/Shepard – Waitlist 463
 022.083.055 Crescenzi/Colafrancesco to Dunn/Lightfoot-Dunn – Waitlist 528
 023.036.009 Webster to Zarate/Garza – Waitlist 452

TRANSFERS (5 TO DATE IN 2021)

Waitlist Exchange Nos. 311 & 646 024.123.004 & 023.049.034 (Henderson)
 Wait List 148 022.343.022 to 024.033.042 (Klemm)

VOLUNTARY LOT MERGERS (3 TO DATE IN 2021)

WILL SERVES FOR REMODELS, ACTIVE SERVICE TRANSFERS, & GRANDFATHERS

(41 TO DATE IN 2021)

Weinmister/Ayers	022.243.023	599 Leighton	Convert Laundry Room to Bath
Spencer/Lithwin	022.151.085	305 Pembroke	Half Bath to Full Bath
Bresnan/A-Plus	022.222.026	5275 Nottingham	Fire Sprinkler Review
Lee	022.251.020	950 Main	Furnace Replacement
Chalfin/Low	022.371.003	6820 Moonstone	Interior Remodel & Bath Addition
Pank/Smith	022.291.036	340 Dorset	Bath, Interior & Garage Addition

VACATION RENTAL WILL SERVES (29 TO DATE IN 2021)

5221 HILLCREST DR	Greg Graham	013.311.013
646 WORCESTER DR	Penny Howk Beavers	022.342.033
345 ATWELL ST	Reis C DiSalvo	023.016.035
305 PEMBROOK DR	Chandra Gehri Spencer	022.151.085
345 LAMPTON ST	Abbas and Ofelia Motlagh	023.089.030
1815 MARLBOROUGH	Abbas and Ofelia Motlagh	023.090.004

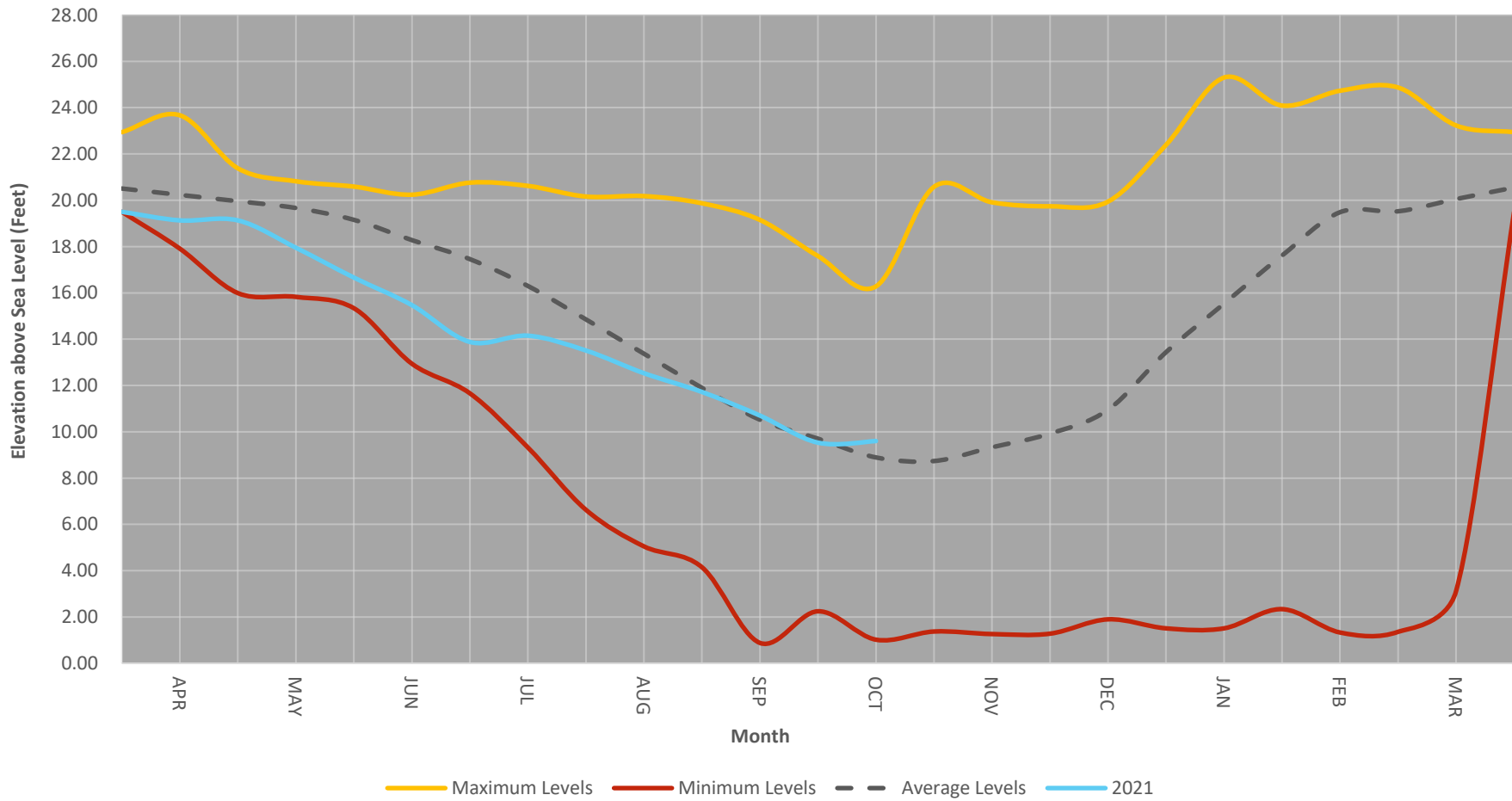
RETROFIT VERIFICATIONS (39 TO DATE IN 2021)

2985 WOOD DR 023.471.038 Joseph Hough
 212 WEYMOUTH ST 022.013.055 Linda Koleen

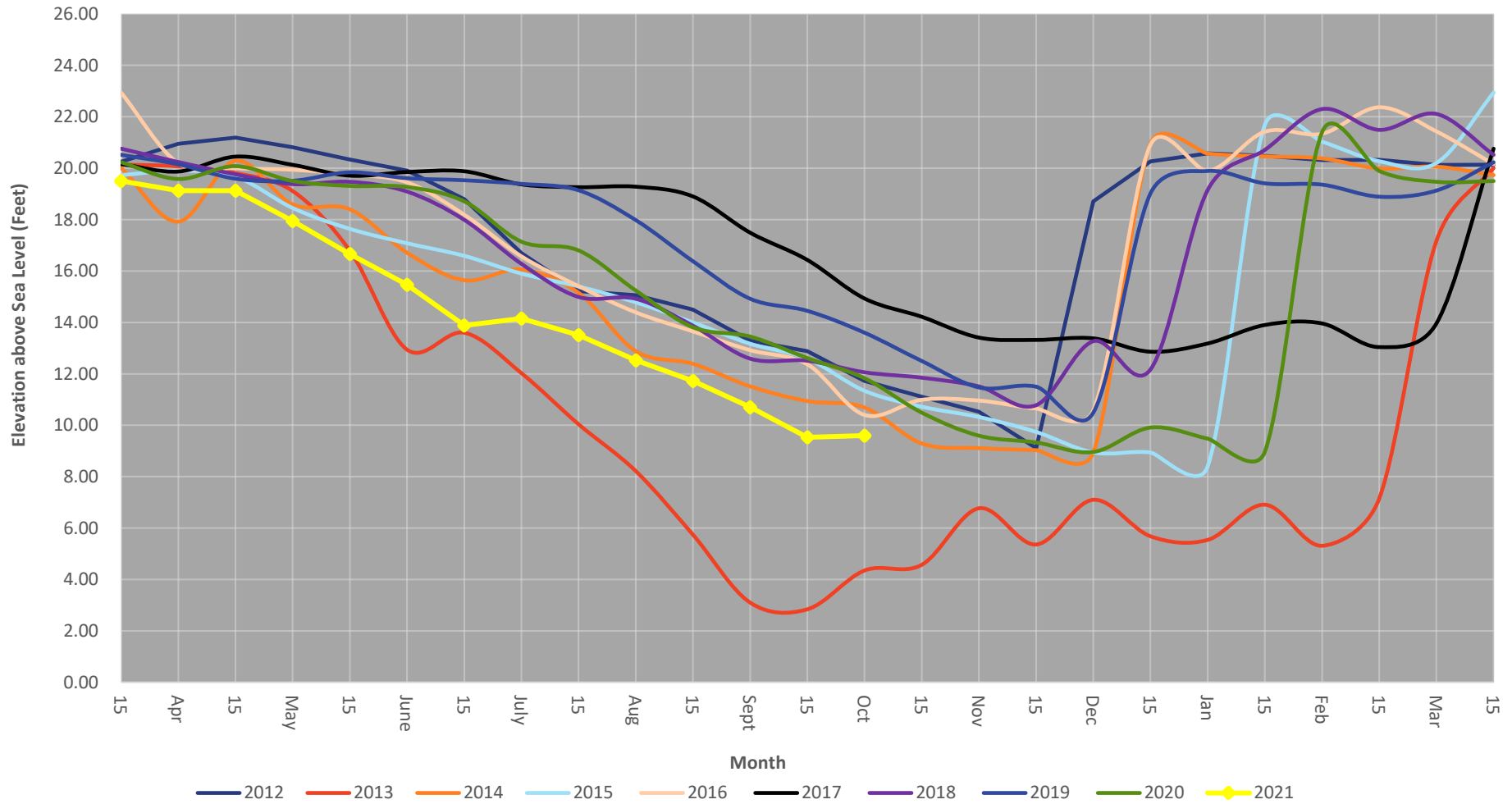
1884 CHESTER LN	023.115.004	Bert Uribe
1350 RICHARD AVE	024.353.046	John Althen
1497 KENNETH DR	023.261.038	Cynthia and Joel Liberty
379 LANCASTER ST	022.291.035	Carl Goldman
1730 LANGTON ST	024.092.022	Gerald Schiller

Water Line/Meter Replacement (2 to date in 2021)

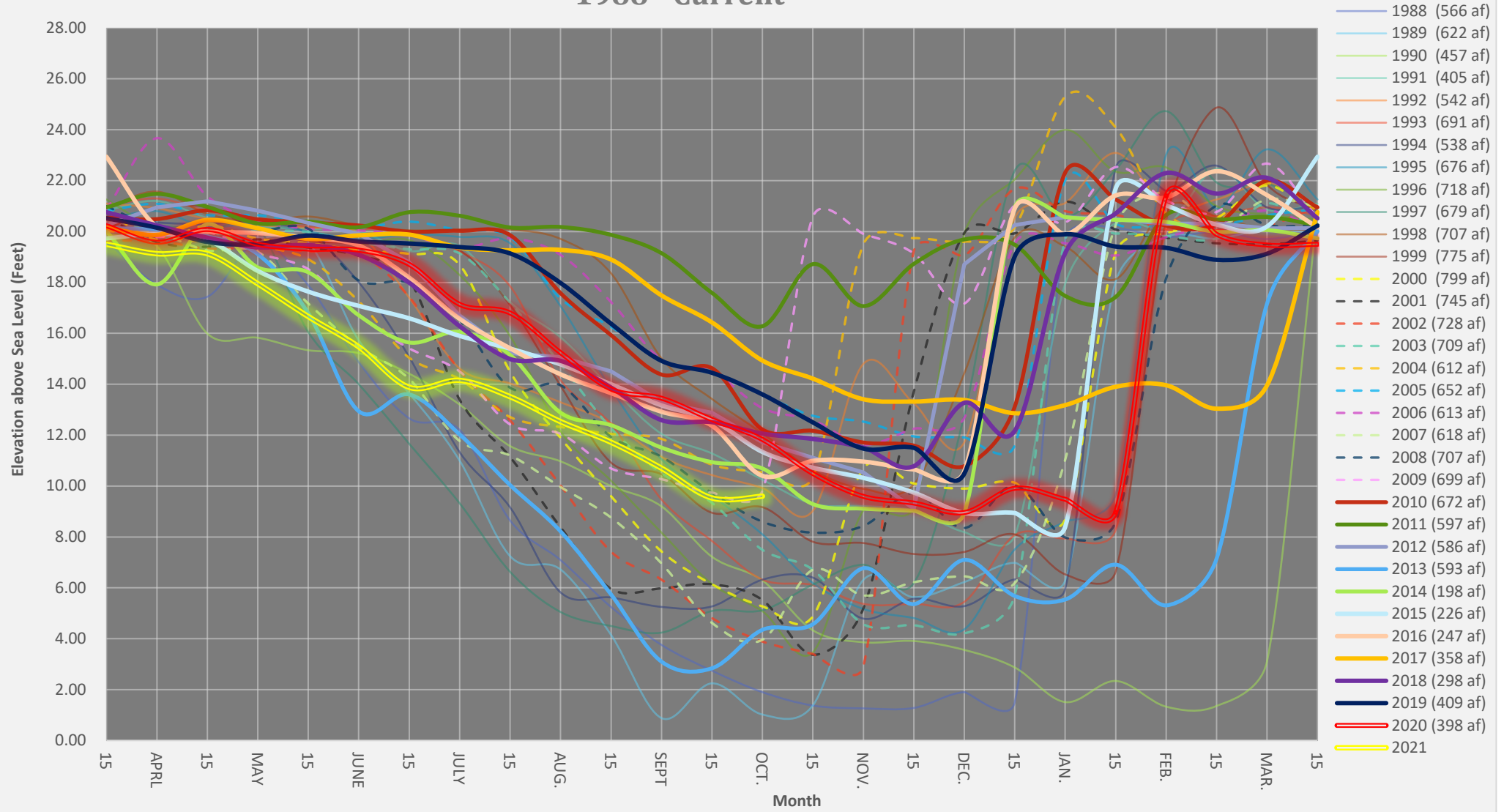
San Simeon Creek Well Levels Mid-March 2021 levels to date and 1988 to Current Min, Max, & Average

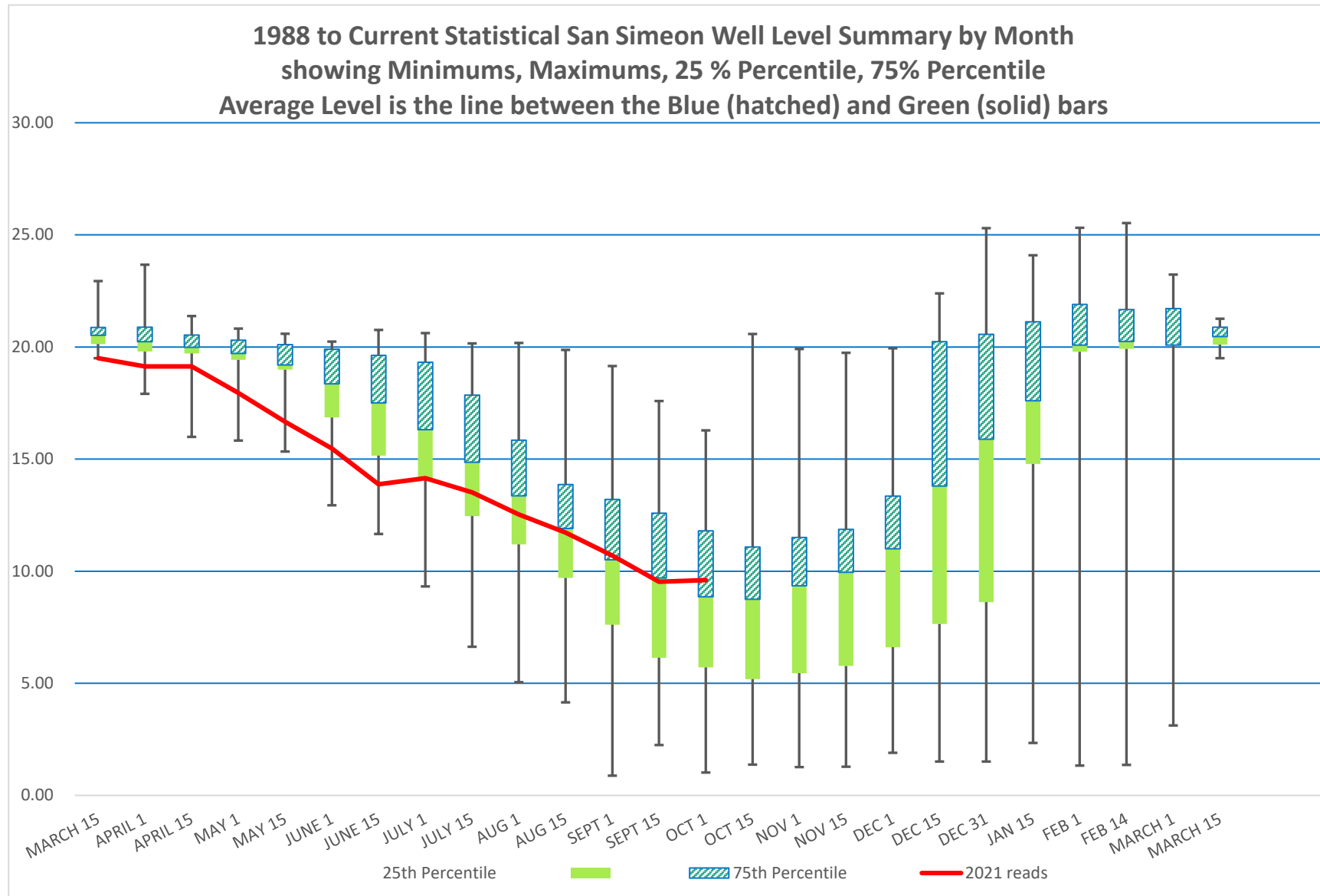


San Simeon Creek Well Levels Last 10 years March, 2012 - Current

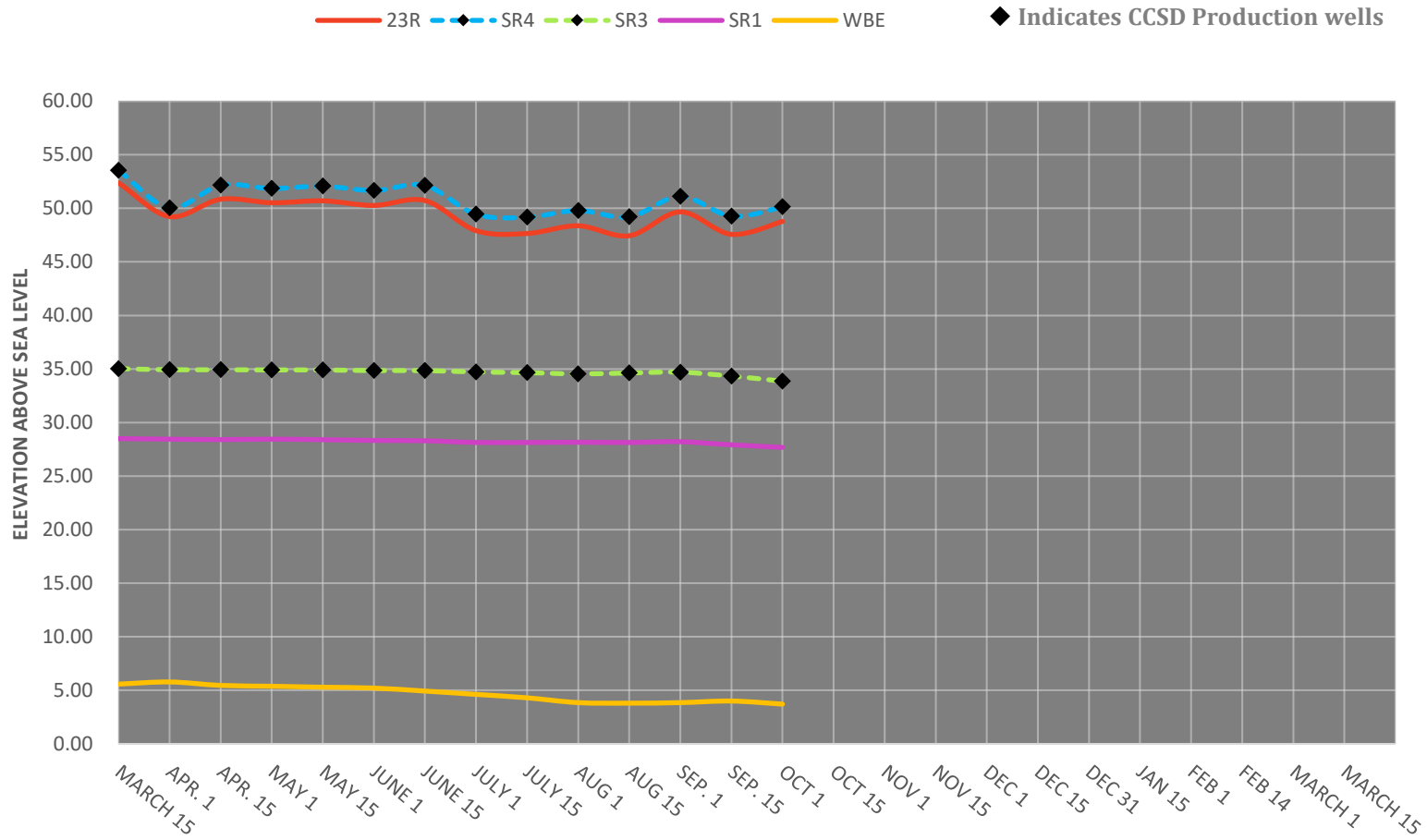


San Simeon Creek Well Levels 1988 - Current





SANTA ROSA CREEK WELL LEVELS March 15th, 2021 - Current



2021
CAMBRIA COMMUNITY SERVICES DISTRICT
GROSS WATER DIVERSION, BY SOURCE
REPORTED IN ACRE-FEET

YEAR	SOURCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL TOTAL	YEAR
2007	S.S.	57.70	47.45	56.47	60.50	56.11	51.21	55.95	63.48	58.72	37.58	34.83	38.61	618.61	2007
	S.R.	0.00	0.00	0.60	1.81	14.47	22.24	23.47	12.37	5.29	18.70	21.20	9.42	129.57	
	SS & SR TOTAL	57.70	47.45	57.07	62.31	70.58	73.45	79.42	75.85	64.01	56.28	56.03	48.03	748.18	
2006	S.S.	50.81	49.10	48.82	49.65	60.58	65.65	56.12	59.67	52.49	42.86	34.46	42.75	612.96	2006
	S.R.	0.00	0.78	0.00	0.62	0.74	2.56	23.58	20.72	20.17	23.88	26.46	13.63	133.14	
	SS & SR TOTAL	50.81	49.88	48.82	50.27	61.32	68.21	79.70	80.39	72.66	66.74	60.92	56.38	746.10	
2005	S.S.	50.05	46.16	51.09	55.01	65.70	68.81	80.52	61.60	48.71	47.08	40.83	36.70	652.26	2005
	S.R.	0.00	0.62	0.93	0.76	0.76	0.73	1.64	17.32	20.25	21.69	16.92	7.36	88.98	
	SS & SR TOTAL	50.05	46.78	52.02	55.77	66.46	69.54	82.16	78.92	68.96	68.77	57.75	44.06	741.24	
2004	S.S.	55.83	51.40	58.56	64.33	67.98	52.62	47.04	39.68	41.06	34.80	49.30	49.92	612.52	2004
	S.R.	0.00	0.61	1.17	4.84	8.68	22.08	30.80	36.30	27.32	24.95	1.73	1.63	160.11	
	SS & SR TOTAL	55.83	52.01	59.73	69.17	76.66	74.70	77.84	75.98	68.38	59.75	51.03	51.55	772.63	
2003	S.S.	52.73	49.97	57.35	58.32	62.82	68.22	65.05	63.34	58.91	67.08	56.20	48.84	708.83	2003
	S.R.	0.70	1.11	0.48	0.94	1.84	5.63	19.77	22.04	16.00	6.58	3.12	5.84	84.05	
	SS & SR TOTAL	53.43	51.08	57.83	59.26	64.66	73.85	84.82	85.38	74.91	73.66	59.32	54.68	792.88	
2002	S.S.	54.43	52.23	60.70	65.43	60.75	55.13	66.79	73.35	66.59	62.03	56.36	53.98	727.77	2002
	S.R.	1.28	1.27	1.10	1.11	14.82	22.79	19.54	9.67	3.52	4.02	2.04	0.55	81.71	
	SS & SR TOTAL	55.71	53.50	61.80	66.54	75.57	77.92	86.33	83.02	70.11	66.05	58.40	54.53	809.48	
2001	S.S.	56.16	48.05	55.92	60.69	73.30	77.51	85.01	78.50	53.45	56.21	48.16	52.29	745.25	2001
	S.R.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.78	21.08	16.87	8.06	0.89	52.68	
	SS & SR TOTAL	56.16	48.05	55.92	60.69	73.30	77.51	85.01	84.28	74.53	73.08	56.22	53.18	797.93	
2000	S.S.	56.41	50.43	55.27	65.40	70.84	73.60	85.00	84.68	73.30	65.60	58.49	59.80	798.82	2000
	S.R.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	SS & SR TOTAL	56.41	50.43	55.27	65.40	70.84	73.60	85.00	84.68	73.30	65.60	58.49	59.80	798.82	
1999	S.S.	56.40	45.26	52.16	57.40	70.43	71.35	85.41	82.68	69.45	68.04	57.78	57.69	774.05	1999
	S.R.	0.01	0.01	0.01	0.04	0.02	0.07	0.01	0.02	0.32	0.02	0.00	0.00	0.53	
	SS & SR TOTAL	56.41	45.27	52.17	57.44	70.45	71.42	85.42	82.70	69.77	68.06	57.78	57.69	774.58	
1998	S.S.	44.39	46.36	47.00	50.53	56.43	63.43	77.75	80.30	68.35	66.58	54.06	52.13	707.31	1998
	S.R.	0.01	0.01	0.01	0.01	0.00	0.01	0.01	0.09	0.01	0.00	0.00	0.00	0.16	
	SS & SR TOTAL	44.40	46.37	47.01	50.54	56.43	63.44	77.76	80.39	68.36	66.58	54.06	52.13	707.47	
1997	S.S.	50.61	49.20	65.66	68.65	76.18	79.14	82.31	57.02	37.32	27.50	38.96	45.96	678.51	1997
	S.R.	0.02	0.08	0.02	0.02	0.02	0.02	0.38	25.92	31.54	36.85	12.41	0.01	107.29	
	SS & SR TOTAL	50.63	49.28	65.68	68.67	76.20	79.16	82.69	82.94	68.86	64.35	51.37	45.97	785.80	
1996	S.S.	46.66	43.40	47.39	56.95	66.18	70.83	75.70	77.27	68.23	65.58	50.37	49.43	717.99	1996
	S.R.	0.01	0.03	0.03	0.03	0.03	0.01	0.03	0.02	0.01	0.02	0.02	0.02	0.26	
	SS & SR TOTAL	46.67	43.43	47.42	56.98	66.21	70.84	75.73	77.29	68.24	65.60	50.39	49.45	718.25	
1995	S.S.	41.30	41.10	47.10	52.14	53.50	59.00	74.70	74.10	65.40	64.70	55.30	47.60	675.94	1995
	S.R.	1.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.90	
	SS & SR TOTAL	43.20	41.10	47.10	52.14	53.50	59.00	74.70	74.10	65.40	64.70	55.30	47.60	677.84	
1994	S.S.	47.00	38.60	48.60	52.00	54.60	63.40	69.30	47.80	31.70	30.80	28.20	26.00	538.00	1994
	S.R.	0.00	0.00	0.00	0.00	0.10	0.00	0.00	25.00	30.20	27.70	21.20	19.90	124.10	
	SS & SR TOTAL	47.00	38.60	48.60	52.00	54.70	63.40	69.30	72.80	61.90	58.50	49.40	45.90	662.10	

2021
CAMBRIA COMMUNITY SERVICES DISTRICT
GROSS WATER DIVERSION, BY SOURCE
REPORTED IN ACRE-FEET

YEAR	SOURCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL TOTAL	YEAR
1993	S.S.	50.10	45.70	52.60	56.30	68.30	68.80	68.10	69.80	59.80	56.10	51.40	43.50	690.50	1993
	S.R.	0.50	0.30	0.00	0.00	0.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.90	
	SS & SR TOTAL	50.60	46.00	52.60	56.30	68.40	68.80	68.10	69.80	59.80	56.10	51.40	43.50	691.40	
1992	S.S.	45.30	42.20	45.90	55.20	64.00	58.10	44.90	41.80	35.00	32.80	34.00	43.10	542.30	1992
	S.R.	0.80	0.30	0.10	0.40	0.50	6.10	22.70	28.10	26.30	25.10	19.50	5.50	135.40	
	SS & SR TOTAL	46.10	42.50	46.00	55.60	64.50	64.20	67.60	69.90	61.30	57.90	53.50	48.60	677.70	
1991	S.S.	26.90	23.10	32.70	39.60	48.60	44.10	40.10	34.80	30.50	28.00	26.40	30.10	404.90	1991
	S.R.	15.30	13.10	0.50	0.10	0.10	5.50	15.00	21.60	20.20	21.00	19.70	18.70	150.80	
	SS & SR TOTAL	42.20	36.20	33.20	39.70	48.70	49.60	55.10	56.40	50.70	49.00	46.10	48.80	555.70	
1990	S.S.	45.70	47.00	55.28	44.75	31.46	32.34	40.00	38.00	31.91	31.40	29.40	29.90	457.14	1990
	S.R.	8.70	0.80	0.50	18.03	32.30	26.79	22.30	22.20	20.64	20.20	19.30	14.90	206.66	
	SS & SR TOTAL	54.40	47.80	55.78	62.78	63.76	59.13	62.30	60.20	52.55	51.60	48.70	44.80	663.80	
1989	S.S.	51.00	47.90	53.90	61.90	57.20	62.20	69.20	60.90	36.30	38.70	42.60	40.60	622.40	1989
	S.R.	0.00	0.00	0.00	1.00	13.80	13.50	17.90	28.00	42.00	22.60	17.60	18.20	174.60	
	SS & SR TOTAL	51.00	47.90	53.90	62.90	71.00	75.70	87.10	88.90	78.30	61.30	60.20	58.80	797.00	
1988	S.S.	51.20	57.90	63.20	47.30	57.40	44.20	50.00	51.70	41.90	37.40	27.40	36.00	565.60	1988
	S.R.	0.00	0.00	0.00	16.30	15.70	30.70	31.20	34.90	36.00	34.90	35.20	19.00	253.90	
	SS & SR TOTAL	51.20	57.90	63.20	63.60	73.10	74.90	81.20	86.60	77.90	72.30	62.60	55.00	819.50	