



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **December 2, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager *CH*

**SUBJECT: Review and Possible Action Concerning
Establishment of Prop 218 Limits for Solid Waste
Disposal Fee Increase.**

The franchise agreement with Recology of the Coast requires the District to annually assess the solid waste disposal rates by January 1 in accordance with an agreed upon formula. Pursuant to the franchise agreement, Recology of the Coast provided calculations required for the cost-based rate increase effective January 1, 2022. In addition to the contractual increase further cost for the new weekly pickup of compostable services result in a total of a 9.19% rate increase over the current calendar year's rates.

Notices were mailed in October 2021 to all 1736 property owners and customers in Montara and Moss Beach notifying them about the planned rate increase for January 3, 2022. At the preparation of this agenda item no (0) written protests have been received. However, a full final count will be made at the public hearing since more may be received by that time.

The purpose of this meeting is to formally count the number of written protests received. If written protests are submitted against the proposed fees or against a particular fee by the owners of a majority of the parcels, the fees or fee will not become effective.

RECOMMENDATION:

Open the public hearing, allow relevant testimony, close the public hearing and count all allowable Prop 218 protests received. Determine whether or not the proposed rate limits should be approved in accordance with Prop 218. Adopt ORDINANCE NO.____, ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ESTABLISHING MAXIMUM RATES FOR THE COLLECTION, REMOVAL AND DISPOSAL OF REFUSE AND FOR RECYCLING SERVICES EFFECTIVE JANUARY 1, 2022.

Attachments

ORDINANCE NO. _____

ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ESTABLISHING MAXIMUM RATES FOR THE COLLECTION, REMOVAL AND DISPOSAL OF REFUSE AND FOR RECYCLING SERVICES EFFECTIVE JANUARY 1, 2022

**THE BOARD OF THE MONTARA WATER AND SANITARY DISTRICT, A
PUBLIC AGENCY IN THE COUNTY OF SAN MATEO, CALIFORNIA, DOES ORDAIN
AS FOLLOWS:**

Section 1. Findings. The Board of the Montara Water and Sanitary District hereby finds and declares that:

a. Pursuant to the provisions of Section 6 of Article XIII D of the California Constitution, this Board adopted Ordinance No. 195, which established maximum rates to be charged by Recology of the Coast (“Recology”), the District's franchisee for the collection, removal and disposal of refuse and for recycling services (“Solid Waste Services”) for properties within the District commencing January 1, 2021.

b. The franchise provides for annual revisions to the schedule of fees and charges for the Solid Waste Services.

c. The schedule of maximum fees and charges hereinafter approved and adopted implement the intention of the parties to the franchise to provide compensation to Recology corresponding to costs of providing such Services.

d. The parcels upon which the proposed fees or charges for Solid Waste Services were identified and the amount of such fee or charge was calculated, and the District provided written notice by mail of the proposed fee or charge to the record owners of each identified parcel, the amount of the fee or charge, the basis upon which the amount of the fee or charge was calculated, the reason for the fee or charge, together with the date, time, and location of the public hearing on the proposed fees or charges in accordance with the provisions of Section 6 of Article XIII D of the California Constitution.

e. On December 2, 2021, not less than 45 days after mailing of the aforesaid notice, a public hearing on the proposed fees and charges set forth herein for the Solid Waste Services for all occupied premises (except agricultural premises) was held by this Board and all persons present at the hearing and interested in the matter were

heard or given the opportunity to be heard on the question of enactment of said fees and charges.

f. This Board considered all protests against the proposed fees or charges for said Solid Waste Services and written protests against said fees or charges were not presented by a majority of owners of the identified parcels.

g. Revenues to be received from the fees and charges for the Solid Waste Services for all occupied premises (except agricultural premises) set forth herein do not exceed the funds required to provide such Services, nor do they exceed the proportional cost of the Services attributable to the aforesaid parcels, and the revenues from said fees and charges shall not be used for any other purpose than that for which the fees and charges are imposed.

h. The fees and charges enacted by this ordinance are maximums for each corresponding rate component listed herein.

Section 2. Refuse collection and recycling rates and charges.

a. The maximum monthly rates to be charged by the District's franchisee for the collection, removal, and disposal of refuse for all occupied premises (except agricultural premises) and recycling services within the District commencing on January 1, 2022 and until thereafter revised are:

RESIDENTIAL

1. Weekly collection, single container placed in front of premises, wet and dry

garbage ("first can service") in wheeled carts:

- a. Container limits: volume - 20 gals. (3/10 cu yd), weight 40 lbs, per mo charge \$29.56
- b. Container limits: volume - 32 gals (1/4 cu yd), weight 60 lbs, per mo charge \$36.22
- c. Container limits: volume - 64 gals (1/2 cu yd), weight 100 lbs, per mo charge \$119.00

2. Special Services (charges added to above, basic changes):

- a. Container placed at side or rear of dwelling - per container \$9.05
- b. Container not placed at specified collection point and return call required- per container \$18.90
- c. Extra 30 gallon bag with collection (excludes 20 gallon cart service), per bag \$9.76
- d. Special collections combined with regular service, including collections for brush, yard clippings, boxes, etc. estimate

- | | |
|--|-----------------|
| 3. Bulky goods dropoff service four times a year within Montara District limits including greenwaste and motor oil in Recology-provided bottles only | incl. w/service |
| 4. Weekly commingled recyclable materials collection (64 gallon wheeled cart) | incl. w/service |
| 5. Weekly food waste and green material collection, limited to one 96 gallon container provided by Recology | incl. w/service |
| 6. Bulky goods curbside collection service, limited to four (4) times a year
One item up to 200 lbs or 5-30 gallon bags | incl. w/service |
| 7. Dropoff at Recycling yard in Pacifica of motor oil, latex paint, unpainted lumber, large pieces of metal, styrofoam, e-waste, large white goods, furniture, mattresses, large amounts of recyclable materials | incl. w/service |
| 8. Christmas trees free of charge through January 31st of each year | incl. w/service |
| a. After January 31st charge is \$20 per tree for removal | \$20.00 |

MULTIFAMILY, COMMERCIAL AND INDUSTRIAL SERVICE

- | | |
|---|-------------------|
| 1. Service to restaurants, hotels, cafes, apartment houses, stores and similar places of business, factories, schools and institutions, wet and dry garbage-container limits: volume - 30 gal. cans (1/4 cu. Yd), weight - 75 lbs | |
| a. Regular collections: | |
| 1-64 gallon collection once per week | \$142.89 |
| 1-96 gallon collection once per week | \$233.82 |
| b. Additional 64 or 96 gallon commercial carts picked up more than once a week will be original charge times the number of pickups | Will vary by size |
| 2. Commercial Container Rental: | |
| a. 1 cubic yard box - per mo. | \$65.01 |
| b. 2 cubic yard box - per mo. | \$84.27 |
| 3. Commercial Container Collections: | |
| a. 1 cubic yard box - per collection | \$54.93 |
| b. 2 cubic yard box - per collection | \$109.30 |
| 4. Compacted Commercial Container Service: | |
| a. 1 cubic yard box - per collection | \$107.22 |
| b. 2 cubic yard box - per collection | \$216.59 |
| 5. Recyclable material collection up to five times a week | incl. w/service |

DEBRIS BOX SERVICE

1. 7, 14, 20 and 30 yard size containers:

a. Container rental, delivery and pickup charge

\$431.82

b. \$67 per ton confirmed by disposal site weight slip

Tonnage based

SPECIAL PROVISIONS

1. Financial hardship rate for weekly collection for single container placed in front of premises, wet and dry garbage 30 gallon can (PGE CARE PROGRAM)

a. 15% reduction 20-gallon can

\$25.12

b. 15% reduction 32-gallon can

\$29.80

b. The rates and charges hereby established are maximums for the listed rate components. Rates and charges equal to or less than said maximums may be enacted from time to time by separate ordinance including, without limitation, by ordinance amending, supplementing or restating the District's Master Fee Schedule; provided, that the last rate or charge or rates or charges so enacted shall remain in full force and effect until superseded by a subsequent enactment, likewise equal to, or less than, said maximums, such that said rates and charges shall in no event revert to the schedule of rates and charges in effect prior to enactment of the above rates and charges or to a lower rate than the last rate enacted pursuant hereto. Nothing herein contained shall be deemed a limitation upon the District to enact rates and charges superseding the maximum rates and charges hereby established; provided that such superseding rates and charges shall have been enacted in accordance with all legal requirements pertaining thereto.

Section 3. Effective, Operative Date. Upon adoption, this Ordinance shall be entered in the minutes of the Board and posted for one week in three (3) public places in the District, shall become effective immediately upon expiration of one week following said posting and shall be operative from and after January 1, 2022.

President

COUNTERSIGNED: _____
Secretary

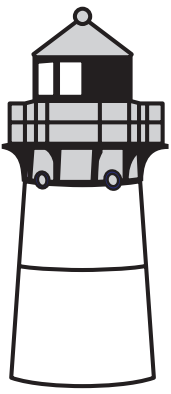
I hereby certify that the foregoing Ordinance was duly and regularly passed and adopted by the Board of the Montara Water and Sanitary District, San Mateo County, California, at a regular meeting thereof held on the 2nd day of December 2021, by the following vote:

AYES, and in favor thereof, Directors:

NOES, Directors:

ABSENT, Directors:

Secretary



Montara Water & Sanitary District

NOTICE OF PUBLIC HEARING ON PROPOSED INCREASES TO GARBAGE COLLECTION, RECYCLING AND DISPOSAL FEES AND CHARGES

This Notice provides information about proposed increases in garbage collection, recycling and disposal fees and charges for those services provided by Recology of the Coast to MWSD customers.

HEARING DATE: Thursday, December 2, 2021

HEARING TIME: 7:30 p.m.

LOCATION: Montara Water and Sanitary District
8888 Cabrillo Highway
Montara, CA 94037

(Adjacent to the Point Montara Lighthouse & Hostel)

Hearing may be viewed via Zoom teleconference, details at MWSD.MONTARA.ORG

Dear Property Owner or Customer,

Montara Water and Sanitary District (MWSD) is proposing to adopt a 9.19% increase in garbage collection, recycling and disposal fees and charges for those services furnished by Recology of the Coast (Recology) under a franchise agreement with the District. The rates are proposed to go into effect on January 1, 2022.

In January, Recology adds new weekly food waste and green material composting to divert organic materials away from landfills and towards the production of value-added products such as compost, fertilizers and biofuels. This new service addresses California's SB1383 mandate for curbside and commercial composting by January 2022. The 2022 proposed cost-based increase reflects additional costs related to weekly routes, labor, health and wellness costs, as well as organics and recyclables processing costs.

What Do the Solid Waste Fees and Charges Pay for?

- On-going operating expenses to collect and dispose of all garbage and recyclable material, and to account for and bill customers.
- On-going expenses for equipment and supplies needed to operate.
- Capital expenditures to repair, replace, and upgrade garbage collection trucks and other equipment.
- Tipping fees (also called dump fees) at Ox Mountain Landfill in Half Moon Bay to dispose of all non-recycled waste.

How Can Customers Reduce Garbage Collection Fees and Charges?

By switching from a 32-gallon garbage collection receptacle to a 20-gallon receptacle, your new monthly collection fee charge would be \$27.07 instead of \$33.17. Currently in the MWSD service area, only a small percentage of customers use 20-gallon cans.

Take Advantage of Free Bulky Goods Collection. Four times a year, Recology will pick up one item up to 200 pounds or five 30-gallon bags for no additional charge.

Increase Recycling + Reduce Garbage + Switch to a 20-Gallon Can = Save Money

PLEASE CONTACT US IF YOU HAVE QUESTIONS OR COMMENTS

Tel: (650) 728-3545 • Email: mwsd@coastside.net • Write: P.O. Box 370131 Montara, CA 94037-0131

Proposed Garbage Collection,

The District is proposing an increase to garbage collection, recycling and disposal fees to cover costs of service.

Note: Although the rates are proposed to cover a one-year period, they will remain in effect after that year unless and until new rates are approved.

RESIDENTIAL	2021	2022
1. Basic, weekly collection of a single container placed in front of premises, wet and dry garbage ("first can service") in wheeled carts:		
One 20-gallon can collected once per week	\$27.07	\$29.56
One 32-gallon can collected once per week	\$33.17	\$36.22
One 64-gallon can collected once per week	\$108.98	\$119.00
2. Special Services (charges added to above, basic charges)		
Container placed at side or rear of dwelling - per container	\$8.29	\$9.05
Container not placed at specified collection point and return call required - per container	\$17.31	\$18.90
Extra 30-gallon bag with collection (excludes 20-gallon cart service) - per bag	\$8.94	\$9.76
Special collections combined with regular service, including collections for brush, yard clippings, boxes, etc.	Estimate	Estimate
3. Bulky goods dropoff service four times a year within Montara District limits, including greenwaste and motor oil in Recology provided bottles only	Included w/service	Included w/service
4. Weekly commingled recyclable materials collection (64-gallon wheeled cart)	Included w/service	Included w/service
5. Weekly food waste and green material collection, limited to one 96 gallon container provided by Recology	Included w/service	Included w/service
6. Bulky goods curbside collection service, limited to four (4) times a year One item up to 200 lbs or five, 30-gallon bags	Included w/service	Included w/service
7. Drop-off at Recycling Yard in Pacifica of motor oil, latex and oil paint, unpainted lumber, large pieces of metal, styrofoam, e-waste, large white goods, furniture, mattresses, large amounts of recyclable materials	Included w/service	Included w/service
8. Christmas trees free of charge thru January 31st	Included w/service	Included w/service
After January 31st charge is \$20 per tree for removal	\$20.00	\$20.00

To Estimate Your Monthly Bill Add Up the Services You Use.

Most residential customers only use weekly collection for a 32-gallon can, which would be \$36.33 per month starting January 1, 2022.

Please take advantage of the many services included with your garbage fees.

Recycling and Disposal Fees

and equipment replacement by Recology of the Coast beginning Jan. 1, 2022, as described on these pages.

MULTI-FAMILY, COMMERCIAL AND INDUSTRIAL SERVICE	2021	2022
1. Service to restaurants, hotels, cafes, apartment houses, stores and similar places of business, factories, schools and institutions, wet and dry garbage-container limits: volume – 30-gal. cans (1/4 cu. Yd.), weight - 75 lbs.		
One 64-gallon can collected once per week	\$130.86	\$142.89
One 96-gallon can collected once per week	\$214.14	\$233.82
Additional 64- or 96-gallon commercial carts picked up more than once a week will be original charge times the number of pickups	Will Vary	Will Vary
2. Commercial Container Rental		
1 cubic yard box per month	\$59.54	\$65.01
2 cubic yard box per month	\$77.18	\$84.27
3. Commercial Container Collections		
1 cubic yard box per collection	\$50.31	\$54.93
2 cubic yard box per collection	\$100.10	\$109.30
4. Compacted Commercial Container Service		
1 cubic yard box per collection	\$98.20	\$107.22
2 cubic yard box per collection	\$198.36	\$216.59
5. Recycled materials collection up to five times a week	Included w/service	Included w/service

DEBRIS BOX SERVICE	2021	2022
1. Containers of 7, 14, 20 and 30 yard sizes		
Container rental and delivery and pickup charge	\$395.48	\$431.82
Additional \$67 fee per ton confirmed by disposal site weight slip	Tonnage Based	Tonnage Based

SPECIAL PROVISIONS (PGE CARE PROGRAM)	2021	2022
1. Financial hardship rate for weekly collection for single container placed in front of premises, wet and dry garbage		
15% reduction 20-gallon can	\$23.01	\$25.12
15% reduction 32-gallon can	\$27.29	\$29.80

How to Protest the Proposed Rate Increases

Property owners or customers may file written protests against the proposed rate increases. Pursuant to California law, protests must be submitted in writing and must a) identify the affected property or properties, such as by address, Assessor's Parcel Number, or customer account number; b) include the name and signature of the customer or property owner submitting the protest; and c) indicate opposition to the proposed garbage collection, recycling, and disposal fees and charges. Protests submitted by e-mail, facsimile, or other electronic means will not be accepted. The proposed rates will not be adopted if written protests are received from the owners or customers representing a majority of affected parcels. Only one protest accepted per parcel.

Written protests may be mailed to: District Clerk, Montara Water and Sanitary District, P.O. Box 370131, Montara, CA 94037-0131. Written protests may also be delivered to the District's headquarters at 8888 Cabrillo Highway. All written protests must be submitted prior to the close of the Public Hearing on **December 2, 2021.**



Montara Water and Sanitary District

PRSRT STD
U.S. POSTAGE
PAID
XXX

P.O. Box 370131
Montara, CA 94037
Voice: 650-728-3545
Email: mwsd@coastside.net
Web: mwsd.montara.org

DIRECTORS

Scott Boyd, President
Jim Harvey, President Pro Tem
Ric Lohman, Secretary
Peter Dekker, Treasurer
Kathryn Slater-Carter, Director

GENERAL MANAGER

Clemens Heldmaier

This was mailed using a legally mandated list. If you receive multiple copies, or do not receive service from Recology and received this in error, we apologize.

Montara Water & Sanitary District - NOTICE OF PUBLIC HEARING ON PROPOSED INCREASES IN GARBAGE COLLECTION, RECYCLING AND DISPOSAL FEES AND CHARGES

Montara Water and Sanitary District (MWSD) works every day to deliver water, garbage and sewer services for the residents of Montara, Moss Beach, and adjacent areas north of El Granada. Over 6,000 residents rely on our services for their homes and businesses. Under a franchise agreement with the District, garbage collection, recycling and disposal services are furnished by Recology of the Coast (Recology). The District is proposing to adopt a 9.19% increase in garbage collection, recycling and disposal fees and charges to maintain quality services in our area.

QUESTIONS OR COMMENTS?

Call: (650) 728-3545
8:30 AM to 5:00 PM Mon-Fri

Email: mwsd@coastside.net

Write: PO Box 370131,
Montara, CA 94037

Web: www.mwsd.montara.org

Attend: Public Hearing on
Thursday, December 2, 2021 at
7:30 PM at:

8888 Cabrillo Highway, Montara,
CA 94037 (Adjacent to the Point
Montara Lighthouse & Hostel)

WEEKLY COMPOSTING BEGINS JANUARY 2022

Recology of the Coast will begin new food waste and green material composting services in our community the week of January 3, 2022. Your ninety-six gallon green cart will now be picked up weekly with your garbage and recycling carts and should be placed curbside no later than 5am on pickup day. **The additional thirty gallon can will no longer be accepted starting in January 2022.**

Reasons for the Rate Increases:

Rate revisions are based on a comprehensive Rate Adjustment Schedule included in Recology's franchise that takes into consideration documented labor costs, workers compensation insurance premiums, vehicle-related costs, fuel costs, yard-waste processing costs, lease costs associated with vehicles and equipment, dump fees (also called tipping fees) charged at the Ox Mountain Landfill and all other costs of providing quality garbage, composting and recycling services. The 2022 proposed 9.19% increase includes a 4.19% cost-based increase along with a 5% increase due to mandated food waste and green material composting.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of the Montara Water and Sanitary District mailed notices in accordance with Proposition 218 to all property owners of a proposed increase in solid waste disposal rates. Any written protests must be mailed or delivered to the District and received prior to the public hearing or presented and counted at the public hearing. A public hearing will be held by the Board of Directors at a meeting of the Board as follows:

DATE: December 2, 2021

TIME: 7:30 p.m., or as soon thereafter as may be heard.

PLACE: District Board Chambers
8888 Cabrillo Highway
Montara, CA 94037

Due to COVID-19, remote and telephonic attendance will additionally be permitted by visiting www.mwsd.montara.com for access information.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **December 2, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager *CH*

**SUBJECT: Review and Possible Action Concerning
Adoption of a Revised Master Fee Schedule to
amend Solid Waste Disposal Fees.**

The Board has scheduled the adoption of a new prop 218 limit for solid waste removal fees at this meeting. For the new rates to be set at the newly established maximum prop 218 limit, the Master Fee Schedule needs to be amended.

RECOMMENDATION:

Open the public hearing, consider relevant public testimony, close the public hearing, and ADOPT ORDINANCE NO._____. ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT RESTATING AND AMENDING MASTER FEE SCHEDULE.

Attachment

ORDINANCE NO. 199

ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT RESTATING AND AMENDING MASTER FEE SCHEDULE

WHEREAS, the Montara Water and Sanitary District Code (“Code”) includes regulations governing connections to and use of the District’s water and sewerage facilities, the construction, operation and maintenance thereof and for the establishment and collection of all fees and charges pertaining thereto; and

WHEREAS, the Code further provides for the establishment and collection of monthly rates to be charged for the collection, removal, and disposal of refuse and for recycling services performed by the District’s franchisee under agreement with the District; and

WHEREAS, the Code provides that such fees and charges may be set forth in a Master Fee Schedule; and

WHEREAS, periodically such fees and charges are reviewed and adjusted and/or added to conform to the costs corresponding to the services, commodities and facilities to which they pertain; and

WHEREAS, the fees and charges pertaining to water and sewer services and facilities set forth herein and for the collection, removal, and disposal of refuse for all occupied premises (except agricultural premises) and recycling services within the District do not exceed the corresponding maximum amounts heretofore approved in accordance with the requirements of law including, to the extent applicable, the provisions of Section 6 of Article XIII D of the California Constitution (enacted by Proposition 218, November 6, 1996 Statewide election); and

WHEREAS, the fees and charges pertaining to water and sewer services and facilities set forth herein are hereby restated, having heretofore been established by ordinance duly adopted; and

WHEREAS, the fees and charges pertaining to the collection, removal, and disposal of refuse for all occupied premises (except agricultural premises) and recycling services are hereby amended; and

WHEREAS, notice was published twice in the Half Moon Bay Review, a newspaper of general circulation within the District, giving notice of a public hearing to take place on December 2, 2021 to consider adoption of revised fees for solid waste services effective January 1, 2022; and

WHEREAS, all persons present at the aforesaid hearing interested in the adoption of the added and/or revised fees or charges herein set forth were heard or given the opportunity to be heard on the matter of said adoption and this Board considered all statements so made or documents pertaining thereto presented at the hearing.

ORDINANCE NO. 199

ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT RESTATING AND AMENDING MASTER FEE SCHEDULE

NOW, THEREFORE, THE BOARD OF THE MONTARA WATER AND SANITARY DISTRICT, A PUBLIC AGENCY IN THE COUNTY OF SAN MATEO, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The following provisions of the Master Fee Schedule are hereby amended to read as follows:

SEWER SERVICE CHARGE RATES

The annual sewer service charge for the property occupancy classifications specified hereinafter is hereby established as an amount equal to the applicable rate hereinafter specified times the cubic feet of water consumption attributable to such property per annum divided by one hundred (MWSD Code §4-2.100).

<u>Classification</u>	<u>Rate/HCF*</u>	<u>Minimum Charge</u>
Residential	\$25.04	\$1,201.79
Restaurants	\$43.43	\$2,084.73
Motels	\$26.36	\$1,265.10
Offices	\$22.55	\$1,082.50
General Commercial	\$24.15	\$1,159.41
Schools	\$22.91	\$1,099.77
Hospitals	\$24.96	\$1,198.13

*Hundred cubic feet

Upon a new connection to the District's sewerage system, the applicant shall pay the pro-rated amount of sewer service charges for the remainder of the fiscal year in which connection is made based upon the average annual sewer service charge of all users within the applicant's user classification.
(MWSD Code §4-2.100(f))

SECTION 2. The following provisions of the Master Fee Schedule are hereby amended to read as follows:

<u>Description of Fee*</u>	<u>Fee</u>
Sewer Connection Permit	\$26,922.00

ORDINANCE NO. 199

ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT RESTATING AND AMENDING MASTER FEE SCHEDULE

(MWSD Code §3-9.500)

Fixture Unit Charge (MWSD Code §3-9.500)	\$1,077.00
Fixture Unit Charge for additional Fixture Units within an existing building, structure, or portion thereof (MWSD Code §3-9.500)	\$538.50
Sewer Connection Permit for Conversion from Septic System to Sewerage System (MWSD Code §§3-4.800, 3-9.500)	\$17,514.00
Fixture Unit Charge – Conversion from Septic System to Sewerage System (MWSD Code §§3-4.800, 3-9.500)	\$701.00
Fixture Unit Charge for Accessory Dwelling Units (MWSD Code §3-10.200)	\$701.00
Connection Permit Administrative Fee (MWSD Code §3-9.600)	Actual Cost (\$569.00 minimum)
Connection Permit Inspection Fee (MWSD Code §3-9.600)	Actual Cost (\$538.00 minimum)
Remodel Permit Fee (MWSD Code §3-9.500)	Actual Cost (\$399.00 minimum)
Minor Remodel Inspection Fee, No additional fixture units (MWSD Code §3-9.500)	\$125.00
Private Sewer System Permit (MWSD Code §3-4.200)	Actual Cost (\$184.00 minimum)
Private Sewer System Hydrologic Investigation (MWSD Code §3-4.1200 (c))	Actual Cost (\$3,120.00 minimum)

ORDINANCE NO. 199

ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT RESTATING AND AMENDING MASTER FEE SCHEDULE

Connection Permit Administrative Fee - Subdivisions & Commercial Units (MWSD Code §3-9.600)	Actual Cost (\$569.00 minimum)
Connection Permit Inspection Fee - Subdivisions & Commercial Units (MWSD Code §3-9.600,)	Actual Cost (\$538.00 minimum)
Administrative Fee for Reimbursement Agreement (MWSD Code §3-9.500)	Actual Cost (\$569.00 minimum)
Administrative Fee for Main Line Extension Agreement (MWSD Code §3-9.500)	Actual Cost (\$569.00 minimum)
Connection Fee to Connect to Interceptor (MWSD Code §3-9.500)	Prorata share of current value of interceptor
Miscellaneous Inspection Fee (MWSD Code §3-9.500)	Actual Cost (\$538.00 minimum)
Accessory Dwelling Unit contained within the existing space of a single-family residence or accessory structure – no connection fee	n.c.
Accessory Dwelling Unit not within the existing space of a single-family residence or accessory structure – Detached Studio Unit (10 fixture units) connection fee: (MWSD Code §3-10.200)	\$10,770.00
Accessory Dwelling Unit not within the existing space of a single-family residence or accessory structure – Detached One Bedroom Unit (11 fixture units): (MWSD Code §3-10.200)	\$11,847.00
Accessory Dwelling Unit Additional Fixture Units:	\$1,077.00

ORDINANCE NO. 199

ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT RESTATING AND AMENDING MASTER FEE SCHEDULE

(MWSD Code §3-10.200)

Accessory Dwelling Unit Permit Application Fee (MWSD Code §3-10.400)	Actual Cost (\$569.00 minimum)
Developer Service Fee for processing application: (MWSD Code §§5-3.102, 5-3.210)	Actual Cost (\$3,084.00 minimum)
Administrative Charge for Processing Collection of Delinquent Refuse and Water Charges on Tax Roll (MWSD Code §1-5.200)	\$49.00 per account
Charge to Photocopy Documents	\$1.64 per page for first four pages; \$0.42 for each page over four.
Charge for Failure to Obtain Permit (MWSD Code §1-5.200)	Double amount of Permit Fee or actual collection cost, whichever is greater

SPECIAL PROVISIONS
(MWSD Code §4-2.800)

Financial hardship discount rate (PGE CARE PROGRAM)	\$ <u>200</u> per annum
--	-------------------------

*Where minimums or deposits are specified, no District services will be provided when the estimated costs to complete the services exceed the minimum paid or when the deposit has been exhausted unless and until an amount equal to the estimated cost for completion has been deposited with the District. Balances remaining upon completion of services will be refunded.

SECTION 3. The following provisions of the Master Fee Schedule are hereby amended or restated to read as follows:

(a) WATER QUANTITY AND METER SERVICE CHARGES
(MWSD Code §§ 5-5.102, 103)

<u>Rate Components</u>	<u>Rate**</u>
------------------------	---------------

ORDINANCE NO. 199

ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT RESTATING AND AMENDING MASTER FEE SCHEDULE

Tier 1 0 to 6 HCF*	\$8.36 per HCF
Tier 2 7 – 13 HCF	\$11.17 per HCF
Tier 3 14 – 27 HCF	\$13.94 per HCF
Tier 4 over 27 HCF	\$19.53 per HCF
Meter Service Charge-5/8" (standard residential size)	\$28.80 per month
Meter Service Charge-3/4"	\$31.68 per month
Meter Service Charge-1"	\$40.32 per month
Meter Service Charge-1 ½"	\$51.84 per month
Meter Service Charge-2"	\$83.52 per month
Meter Service Charge-3"	\$316.82 per month
Meter Service Charge-4"	\$403.22 per month

*HCF=Hundred Cubic Feet (1 cubic foot ≈ 7.4805 gal.; 1 HCF = 748 gal.)

(b) FIRE PROTECTION WATER SYSTEM CHARGES

Private Fire Protection Service Per Meter Per Month:
(MWSD Code §5-5.106)

4-inch connection or smaller:	\$17.38
6-inch connection:	\$24.65
8-inch connection:	\$32.84
10-inch connection:	\$69.20
12-inch connection:	\$96.57

Private Fire Protection Administrative Fee:*	\$548.00 minimum
(MWSD Code §5-3.208)	

Installation of Private Fire Protection Service from Meter to District Main:*	Cost invoiced to District by contractor; estimated cost
---	---

ORDINANCE NO. 199

ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT RESTATING AND AMENDING MASTER FEE SCHEDULE

(MWSD Code §5-5.204)

to be deposited

Private Fire Protection Connection Charge:

3/4" meter:	\$5,650.00
1" meter:	\$9,437.00
1½ " meter:	\$18,814.00
2" meter:	\$30,116.00
3" meter:	\$56,501.00
4" meter:	\$94,193.00
6" meter:	\$157,010.00
8" meter:	\$261,737.00
10" meter :	\$436,315.00

(MWSD Code §5-3.208)

Private Fire Protection Inspection Fee*

\$538.00

(MWSD Code §5-3.210)

(c) WATER SYSTEM CONNECTION METER CHARGES

(MWSD Code §§5-3.204, 5-3.205)

Charge determined by District's cost of purchase corresponding to meter size.

(d) WATER SYSTEM CONNECTION CAPACITY CHARGES

(MWSD Code §5-3.312)

5/8 x 3/4 inch meter	\$18,922.00
3/4 inch meter	\$20,815.00
1 inch meter	\$26,491.00
1-1/2 inch meter	\$34,064.00
2 inch meter	\$54,875.00
3 inch meter	\$208,145.00
4 inch meter	\$264,911.00

Above 4 inch meter:

Charge determined by
General Manager based on
estimated water usage

(e) WATER SYSTEM RELIABILITY CHARGE

(MWSD Code §5-3.313)

Water Service Accounts

Meter Size:

ORDINANCE NO. 199

ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT RESTATING AND AMENDING MASTER FEE SCHEDULE

5/8 x 3/4 inch meter	\$558.66
3/4 inch meter	\$837.99
1 inch meter	\$1,396.65
1-1/2 inch meter	\$2,793.30
2 inch meter	\$4,469.28
3 inch meter	\$8,379.90
4 inch meter	\$13,966.50

Accounts with Private Fire Service Only

Connection:	
Up to 4-inch	\$279.33
6-inch	\$558.66
8-inch	\$893.86
10-inch	\$1,340.78
12-inch	\$1,899.44

(f) MISCELLANEOUS WATER SYSTEM SERVICE FEES:*

Check not honored by bank: (MWSD Code §§1-5.200, 5-5.122)	\$32.00
Poor credit history deposit: (MWSD Code §§1-5.200, 5-3.210)	Twice estimated first payment
Reconnection Charge due to Non-Payment: (MWSD Code §§5-3.210, 5-5.120)	\$79.00
Developer Service Fee against which all District costs to process application are charged (MWSD Code §§5-3.102, 5-3.210)	\$3,084.00 minimum deposit
Hydrant Meter Deposit against which water use is charged: (MWSD Code §5-4.227)	\$1,394.00 deposit
Hydrant Test Fee (MWSD Code §§5-3.208, 5-5.202)	\$623.00
Connection Administrative Fee (minimum deposit applied to actual hourly costs to process application) (MWSD Code §§5-3.202, 5-3.203)	\$569.00 minimum deposit
Connection Inspection Fee	\$538.00

ORDINANCE NO. 199

ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT RESTATING AND AMENDING MASTER FEE SCHEDULE

(MWSD Code §5-3.210)

Connection construction cost deposit applied to actual cost (MWSD Code §§5-3.202, 5-3.203)	\$3,084.00 deposit
Service Charge for Posting Door Tag for Delinquent Account (MWSD Code §§1-5.200, 5-3.210)	<u>\$35.00</u> per customer per incident
Credit for Customer paying bill using ACH: (MWSD Code §5-3.200)	\$3.61 per bill
Service Charge for Unauthorized Use of Fire Hydrant (Total charge includes Service Charge plus water usage plus damages). (MWSD Code §5-5.202)	\$165.00 per incident plus actual water usage & damages
Service Charge for Cross Connection Control Device Test: (MWSD Code §5-6.400)	\$125.00 per tested device
(g) SPECIAL PROVISIONS (MWSD Code §5-3.217)	
Financial hardship discount rate (PGE CARE PROGRAM)	<u>\$200</u> per annum; <u>\$33.33</u> discount applied to each bi-monthly bill

*Where minimums or deposits are specified, no District services will be provided when the estimated costs to complete the services exceed the minimum paid or when the deposit has been exhausted unless and until an amount equal to the estimated cost for completion has been deposited with the District. Balances remaining upon completion of services will be refunded.

SECTION 4. The following provisions of the Master Fee Schedule are hereby restated:

The monthly rates to be charged by the District's Franchisee for the collection, removal, and disposal of refuse for all occupied premises (except agricultural premises) and recycling services within the District commencing on January 1, 2021 and until thereafter revised are:
(MWSD Code §2-7.100)

ORDINANCE NO. 199

ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT RESTATING AND AMENDING MASTER FEE SCHEDULE

RESIDENTIAL

1. Weekly collection, single container placed in front of premises, wet and dry garbage ("first can service") in wheeled carts:
 - a. Container limits: volume - 20 gals. (3/10 cu yd), weight 40 lbs, per mo charge \$29.56
 - b. Container limits: volume - 32 gals (1/4 cu yd), weight 60 lbs, per mo charge \$36.22
 - c. Container limits: volume - 64 gals (1/2 cu yd), weight 100 lbs, per mo charge \$119.00

2. Special Services (charges added to above, basic changes):
 - a. Container placed at side or rear of dwelling - per container \$9.05
 - b. Container not placed at specified collection point and return call required- per container \$18.90
 - c. Extra 30 gallon bag with collection (excludes 20 gallon cart service), per bag \$9.76
 - d. Special collections combined with regular service, including collections for brush, yard clippings, boxes, etc. estimate

3. Bulky goods dropoff service four times a year within Montara District limits including greenwaste and motor oil in Recology-provided bottles only incl. w/service

4. Weekly commingled recyclable materials collection (64 gallon wheeled cart) incl. w/service

5. Weekly food waste and green material collection, limited to one 96 gallon container provided by Recology incl. w/service

6. Bulky goods curbside collection service, limited to four (4) times a year One item up to 200 lbs or 5-30 gallon bags incl. w/service

7. Dropoff at Recycling yard in Pacifica of motor oil, latex paint, unpainted lumber, incl. w/service
large pieces of metal, styrofoam, e-waste, large white goods, furniture, mattresses,
large amounts of recyclable materials

ORDINANCE NO. 199

ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT RESTATING AND AMENDING MASTER FEE SCHEDULE

- | | |
|---|-----------------|
| 8. Christmas trees free of charge through January 31st of each year | incl. w/service |
| a. After January 31st charge is \$20 per tree for removal | \$20.00 |

MULTIFAMILY, COMMERCIAL AND INDUSTRIAL SERVICE

- | | |
|---|-------------------|
| 1. Service to restaurants, hotels, cafes, apartment houses, stores and similar places of business, factories, schools and institutions, wet and dry garbage-container limits: volume - 30 gal. cans (1/4 cu. Yd), weight - 75 lbs | |
| a. Regular collections: | |
| 1-64 gallon collection once per week | \$142.89 |
| 1-96 gallon collection once per week | \$233.82 |
| b. Additional 64 or 96 gallon commercial carts picked up more than once a week will be original charge times the number of pickups | Will vary by size |
| 2. Commercial Container Rental: | |
| a. 1 cubic yard box - per mo. | \$65.01 |
| b. 2 cubic yard box - per mo. | \$84.27 |
| 3. Commercial Container Collections: | |
| a. 1 cubic yard box - per collection | \$54.93 |
| b. 2 cubic yard box - per collection | \$109.30 |
| 4. Compacted Commercial Container Service: | |
| a. 1 cubic yard box - per collection | \$107.22 |
| b. 2 cubic yard box - per collection | \$216.59 |
| 5. Recyclable material collection up to five times a week | incl. w/service |

DEBRIS BOX SERVICE

- | | |
|--|---------------|
| 1. 7, 14, 20 and 30 yard size containers: | \$431.82 |
| a. Container rental, delivery and pickup charge | Tonnage based |
| b. \$67 per ton confirmed by disposal site weight slip | |

SPECIAL PROVISIONS

- | | |
|---|---------|
| 1. Financial hardship rate for weekly collection for single container placed in front of premises, wet and dry garbage 30 gallon can (PGE CARE PROGRAM) | |
| a. 15% reduction 20-gallon can | \$25.12 |
| b. 15% reduction 32-gallon can | \$29.80 |

ORDINANCE NO. 199

ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT RESTATING AND AMENDING MASTER FEE SCHEDULE

SECTION 5. All ordinances or portions thereof in conflict herewith shall be, and hereby are, repealed to the extent of such conflict.

SECTION 6. Upon adoption, this ordinance shall be entered in the minutes of the Board and posted in three (3) places in the District and shall become effective immediately upon the expiration of one week following said posting.

President, Montara Water and Sanitary District

COUNTERSIGNED:

Secretary, Montara Water and Sanitary District

* * *

I HEREBY CERTIFY that the foregoing Ordinance No. 199 was duly and regularly adopted and passed by the Board of the Montara Water and Sanitary District, San Mateo County, California, at a Regular meeting thereof held on the 2nd day of December 2021 by the following vote:

AYES, Directors:

NOES, Directors:

ABSENT, Directors:

Secretary, Montara Water and Sanitary District

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of the Montara Water and Sanitary District proposes to adopt an ordinance revising the Master Fee Schedule. This document contains most of the fees levied by the District including the Sewer and Water Service Charges and Sewer and Water Connection Permit fees. The District proposes to update Solid Waste Disposal fees. The Board shall consider adoption of this ordinance at a meeting of the Board as follows:

DATE: December 2, 2021

TIME: 7:30 p.m., or as soon thereafter as the matter may be considered

PLACE: District Board Chambers
8888 Cabrillo Highway
Montara, CA 94037
(www.mwsd.montara.com)

Due to COVID-19, remote and telephonic attendance will additionally be permitted by visiting www.mwsd.montara.com for access information.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Regular Meeting Of: **December 2, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager 

**SUBJECT: Review and Possible Action Concerning
Mandatory Organic Waste Recycling Ordinance**

Staff recommends that the District adopt a Mandatory Organic Waste Recycling Ordinance adding Article 8 to Chapter 2 of the District's Code in compliance with Senate Bill (SB) 1383 regulations developed by CalRecycle. SB 1383 was signed into law on September 19, 2016, to reduce organic waste disposal 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 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.

Special district's that provide solid waste collection services are required to adopt enforceable Ordinances that implement the SB 1383 regulations and require the District to do all of the following:

- Provide source-separated waste collection services or recover organic waste and recyclables from mixed waste
- Establish an edible food recovery program
- Adopt a procurement policy regarding recycled paper content
- Adopt a reporting/recordkeeping policy to provide information to CalRecycle
- Prepare and translate notices to educate waste generators about organic waste separation requirements
- Create waiver forms for certain organic waste generators
- Establish enforcement mechanisms to investigate complaints, perform inspections and cite organic waste generators and waste haulers that violate the SB 1383 regulations

In order to meet the requirements of SB 1383, the District must adopt the attached Ordinance and update its Code of Regulations to include the following statutorily required components:



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Regular Meeting Of: **December 2, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

Chapter II, Article 8 - Organic Waste Disposal Reduction

1. Definitions (Sec. 2-8.100)

As part of the SB 1383 rulemaking process, CalRecycle developed dozens of defined terms with specific meanings tied back to Public Resource and California Code of Regulations. In order to precisely comply with specific state recycling requirements on businesses, the District included many of these defined terms in the definition section.

2. Requirements for Single-Family Waste Generators (Sec. 2-8.200)

This section outlines the specific requirements for residents to be in compliance with SB 1383. Residents must be provided a three-container collection service (Blue Container, Green Container, and Gray Container). Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

3. Requirements for Commercial Businesses (Sec. 2-8.300)

This section outlines the specific requirements for businesses and multi-family properties to be in compliance with SB 1383. Businesses and multi-family properties must be provided the same above three-container system. Businesses must also train staff on which materials are acceptable in the recycling and organics recycling programs, businesses must include signage and color-coded lids on recycling and organics recycling bins in customer-facing locations such as lobbies or dining areas at fast-casual locations, and periodically monitor for contamination of recycling and organics recycling streams.

4. Waivers for Generators (Sec. 2-8.400) This section allows businesses that 1) do not generate high-volumes of organics waste (less than 10-20 gallons per week) or 2) do not have adequate space in their trash enclosure to apply for a compliance waiver from the City.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Regular Meeting Of: **December 2, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

5. Edible Food Recovery Requirements (Sec. 2-8.500 and Sec. 2-8.600)

These sections require certain food service businesses to make arrangements with edible food recovery operations to recover edible food. Tier 1 businesses which mostly consist of grocery stores, will be required to make arrangements to recover edible food by 2022; and Tier 2 businesses, which mostly consist of large hotels, hospitals, and large restaurants, will be required to have edible food recovery programs by 2024. The District will offer an edible food recovery through the County of San Mateo and these entities will be required to report to the County re: edible food recovery activities on an annual basis. (Given the small size of the District and lack of these types of generators, this likely won't impact the District but it is a requirement of the regulations.)

6. Requirements for Haulers and Facility Operators (Sec. 6-3-706)

This section requires haulers and organics facility operators to provide reports to the District. It also requires the District's exclusive franchise hauler, Recology of the Coast, to provide organics recycling service and to take organics to an organic waste processing facility.

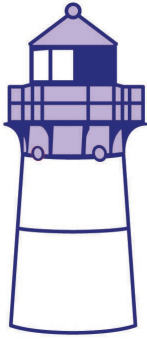
7. Procurement Requirements for District Departments, Direct Service Providers, and Vendors (Sec. 2-8.700)

This section requires any direct service providers that provide paper or paper products to the District to use recycled-content paper.

8. Inspections and Investigations by District (Sec. 2-8.800) and Enforcement (Sec. 2-8.900)

These sections authorize District officials entry into non-residential properties to assess compliance with ordinance requirements. The sections also outline the enforcement protocols for non-compliance. Businesses have 60 days after initial notice of violation to implement an SB 1383 compliant recycling program before facing monetary penalties of \$100 - \$500 per violation. The section references existing administrative citation and appeals processes. Lastly, the section establishes a 2-year outreach and education period during which non-compliant businesses will not face monetary penalties.

In addition to adoption of an enforceable ordinance, the District is required to submit reports to CalRecycle regarding its implementation and compliance with the SB1383 regulations. For example, by April 1, 2002, the District must submit



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Regular Meeting Of: **December 2, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

an Initial Compliance Report that includes a copy of the District's Ordinance, the type of organic waste collection services being provided, the total number of generators receiving each type of organic waste service and other initial information; thereafter, the District is required to provide annual reports containing information about the operation of the program such as its education efforts, issuance of waivers, contamination monitoring efforts, hauler oversight, edible food recovery, enforcement, etc. Calrecycle has the authority to enforce compliance with the SB1383 requirements and can impose fines of up to \$10,000 per day for the District's failure to enforce the provisions of its Ordinance.

It should be noted that the District contracts its solid waste collection services through Recology of the Coast and the parties will work together to meet the State's recycling laws. An amendment to the District's existing franchise agreement with Recology will be presented to this Board containing certain revisions that will implement the above described mandated collection services, education, compliance reviews and reporting requirements of the SB 1383 regulations.

RECOMMENDATION:

Open the public hearing, consider relevant testimony, close the public hearing and adopt *Ordinance No. ___ of the Montara Water and Sanitary District Adding Article 8 (Organic Waste Disposal Reduction) to Chapter II of the Montara Water and Sanitary District Code and Making a Determination of Exemption Under CEQA*

Attachments:

Proposed Ordinance

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

WHEREAS, the Montara Water and Sanitary District (“District”) is a Sanitary District duly organized under the Sanitary District Act of 1923 (Health & Safety Code §§ 6400 – 6830) and a public agency formed as a special district and authorized under California law, by a special election of August 11, 1992 and MWSD Resolution 978 to exercise all powers of a county water district in the same manner as county water districts formed under the County Water District Law (Division 12 (commencing with Section 30000) of the Water Code) and authorized, inter alia, to provide solid waste collection and disposal services within its jurisdiction; and

WHEREAS, the Montara Water and Sanitary District Code (“Code”) includes regulations governing the collection, removal and disposal of garbage, rubbish, waste matter and refuse; and

WHEREAS, the California Integrated Waste Management Act of 1989, commonly referred to as Assembly Bill (“AB”) 939, codified in substantial part at Public Resources Code § 40000 *et seq.*, requires all jurisdictions within California to divert from landfill disposal a minimum of 50% of all waste generated annually within a jurisdiction through source reduction, recycling and composting programs; and

WHEREAS, the Montara Water and Sanitary District (“District”) is committed to AB 939 compliance and works closely with its authorized waste collection contractor to divert waste from local landfills; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery (CalRecycle) to develop regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, these SB 1383 regulations (SB 1383 Regulations) place requirements on multiple entities including the District, residential households, commercial businesses and business owners, commercial edible food generators, haulers, self-haulers, food recovery organizations and food recovery services to support achievement of statewide organic waste disposal reduction targets; and

WHEREAS, the SB 1383 Regulations require the District to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations; and

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

WHEREAS, the District's authorized waste collection contractor readily provides commercial organic waste collection and recycling services to residences and businesses; and

NOW, THEREFORE, THE BOARD OF THE MONTARA WATER AND SANITARY DISTRICT, A PUBLIC AGENCY IN THE COUNTY OF SAN MATEO, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. That the foregoing Recitals are true and correct and are incorporated herein by this reference as material findings in support of this Ordinance.

SECTION 2. Article 8 of Chapter II of the District's Code is hereby added:

“Article 8 - Organic Waste Disposal Reduction

Section 2-8.100 Definitions

- (a) “Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.
- (b) “CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Districts (and others).
- (c) “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
- (d) “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

- (e) “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in this ordinance. For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators.
- (f) “Compliance Review” means a review of records by a District to determine compliance with this ordinance.
- (g) “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.
- (h) “Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).
- (i) “Designee” means an entity that a District contracts with or otherwise arranges to carry out any of the District’s responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.
- (j) “Designee for Edible Food Recovery” means the County of San Mateo’s Office of Sustainability with which the District has a Memorandum of Understanding for the purposes of Edible Food Recovery including, but not limited to, inspection, investigation, and enforcement of the Edible Food Recovery provisions of this Ordinance. Contact information for the Designee for Edible Food Recovery can be found on the County of San Mateo Office of Sustainability website.
- (k) “Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

Edible Food that does not meet the food safety requirements of the California Retail Food Code.

- (l) “Edible Food Recovery” means actions to collect, receive, and/or re-distribute Edible Food for human consumption from Tier One and Tier Two Commercial Edible Food Generators that otherwise would be disposed.
- (m) “Enforcement Action” means an action of the District to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
- (n) “Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the District and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in Districts, or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose District, or its Designee, to potential liability. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint and other such materials when such materials are allowable materials for collection through the District’s collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by the District or its Designee for collection services.
- (o) “Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores.
- (p) “Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.
- (q) “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

- (r) “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Tier One or Tier Two Commercial Edible Food Generators and distributes that Edible Food either directly or through other entities, including, but not limited to:
- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
 - (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
 - (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

- (s) “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Tier One or Tier Two Commercial Edible Food Generator to a Food Recovery Organization or other entities for Edible Food Recovery. A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
- (t) “Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
- (u) “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations.
- (v) “Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

- (w) “Food Waste” means food scraps, food trimmings and other putrescible waste that results from food production, preparation, cooking, storage, consumption and/or handling, and that has been Source Separated. Food Waste includes but is not limited to meat, fish, dairy, fruit, vegetable and grain waste, and food-soiled paper.
- (x) “Gray Container” has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.
- (y) “Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).
- (z) “Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.
- (aa) “Greenhouse gas (GHG)” means carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), sulfur hexafluoride (SF₆), hydrofluorocarbons (HFC), perfluorocarbons (PFC), and other fluorinated greenhouse gases as defined in this section.
- (bb) “Greenhouse gas emission reduction” or “greenhouse gas reduction” means actions designed to achieve a calculated decrease in greenhouse gas emissions over time.
- (cc) “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments
- (dd) “Hauler Route” means the designated itinerary or sequence of stops for each segment of the District’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

- (ee) “Inspection” means a site visit where a District reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35). For the purposes of Edible Food Recovery, “Inspection” means actions to review contracts and other records related to the recovery of Edible Food, and may occur off-site via email and other forms of electronic communication, as well as the on-site review of an entity’s records and collection, handling, and other procedures for the recovery of Edible Food to determine if the entity is complying with the requirements of this Ordinance.
- (ff) “District Enforcement Official” means the District Manager or his/her authorized Designee(s) who is/are partially or whole responsible for enforcing the ordinance.
- (gg) “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Ordinance.
- (hh) “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Ordinance.

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

- (ii) “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
- (jj) “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses
- (kk) “Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).
- (ll) “Non-Local Entity” means the following entities that are not subject to the District’s enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):
 - (1) Special district(s) located within the boundaries of the District.
 - (2) Federal facilities, including military installations, located within the boundaries of the District.
 - (3) Facilities operated by the State park system located within the boundaries of the District.
 - (4) State agencies located within the boundaries of the District.
- (mm) “Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).
- (nn) “Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- (oo) “Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

- (pp) “Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
- (qq) “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
- (rr) “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).
- (ss) “Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the District’s Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the District’s Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in District’s Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.
- (tt) “Recovered Organic Waste Products” means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

- (uu) “Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- (vv) “Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).
- (ww) “Remote Monitoring” means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.
- (xx) “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- (yy) “Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
- (zz) “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- (aaa) “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- (bbb) “Self-Hauler”, for the purposes of Edible Food Recovery, means a Commercial Edible Food Generator which holds a contract with and hauls

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

Edible Food to a Food Recovery Organization or other site for redistribution according to the requirements of this Ordinance.

- (ccc) "Single-Family" means of, from, or pertaining to any residential premises with fewer than five (5) units.
- (ddd) "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:
 - (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.
 - (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
 - (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.
- (eee) "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing.

- (fff) "Source Separated Blue Container Organic Waste" means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).
- (ggg) "Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.
- (hhh) "Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.
- (iii) "State" means the State of California.
- (jjj) "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).
- (kkk) "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:
 - (1) Supermarket.
 - (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
 - (3) Food Service Provider.
 - (4) Food Distributor.

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Ordinance.

- (III) "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Ordinance.

- (mmm) "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

Section 2-8.200 **Requirements for Single Family Waste Generators.** Single-Family Organic Waste Generators shall comply with the following requirements:

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

- (a) Shall subscribe to District's Organic Waste collection services for all Organic Waste generated as described below in Section 2-8.200(b). District shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the District.
- (b) Shall participate in the District's Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers.
 - (1) A three-container collection service (Blue Container, Green Container, and Gray Container). Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container; in each case, solely to the extent such materials are acceptable materials in the applicable container under the franchise agreement between the District and the exclusive franchised hauler. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

Section 2-8.300 **Requirements for Commercial Businesses.** Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

- (a) Subscribe to District's three-,container collection services and comply with requirements of those services as described below in Section 2-8.300 (b). District shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the District.
- (b) Participate in the District's Organic Waste collection service(s) by placing designated materials in designated containers as described below:

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

- (1) A three-container collection service (Blue Container, Green Container, and Gray Container.) Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container in each case, solely to the extent such materials are acceptable materials in the applicable container under the franchise agreement between the District and the exclusive franchised hauler. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.
- (c) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 2-8.300 6(d)(1) and 6(d)(2) below) for employees, contractors, tenants, and customers, consistent with District's Blue Container, Green Container, and Gray Container collection service.
- (d) Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
 - (1) A body or lid that conforms with the container colors provided through the collection service provided by District, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

- (2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (e) Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Section 6(d) pursuant to 14 CCR Section 18984.9(b).
- (f) To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the District's Blue Container, Green Container, and Gray Container collection service.
- (g) Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
- (h) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
- (i) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
- (j) Provide or arrange access for District or its agent to their properties during all Inspections conducted in accordance with Section 16 of this ordinance to confirm compliance with the requirements of this ordinance.

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

- (k) Accommodate and cooperate with District's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented at a later day, to evaluate generator's compliance with Section 2-8.300(b). The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Blue Containers, Green Containers, and Gray Containers, subject to obtaining the prior written consent of the exclusive franchised hauler or other third party that owns the Blue Containers, Green Containers and Gray Containers."
- (l) At Commercial Business's option and subject to any approval required from the District, implement a Remote Monitoring program for Inspection of the contents of its Blue Containers, Green Containers, and Gray Containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify Prohibited Container Contaminants. Generators may install Remote Monitoring devices on or in the Blue Containers, Green Containers, and Gray Containers subject to written notification to or approval by the District or its Designee, and subject to obtaining the prior written consent of the exclusive franchised hauler or other third party that owns the Blue Containers, Green Containers and Gray Containers.
- (m) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Edible Food Recovery requirements contained in the Requirements for Tier One and Tier Two Commercial Edible Food Generators section of this Ordinance, including the self-hauling provisions.
- (n) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (o) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 2-8.500.

Section 2-8.400 Waivers for Generators. The District may allow, at its option, to grant waivers to generators under the following circumstances:

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

- (a) De Minimis. The District may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section 2-8.400(a)(2) below. Commercial Businesses requesting a de minimus waiver shall:
- (1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section 2-8.400 (a)(2) below.
 - (2) Provide documentation that either:
 - (A) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - (B) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
 - (3) Notify District if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.
 - (4) Provide written verification of eligibility for de minimis waiver every 5 years, if District has approved de minimis waiver.
- (b) Physical Space Waivers. The District may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the District has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

compliance with the Organic Waste collection requirements of Section 2-8.300.

A Commercial Business or property owner may request a physical space waiver through the following process:

- (1) Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
- (2) Provide documentation that the premises lacks adequate space for Blue Containers and/or Green including documentation from its hauler, licensed architect, or licensed engineer.
- (3) Provide written verification to District that it is still eligible for physical space waiver every five years, if District has approved application for a physical space waiver.

Section 2-8.500 Requirements for Tier One and Tier Two Commercial Edible Food Generators

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- (c) Tier One and Tier Two Commercial Edible Food Generators shall comply with the following requirements:
 - (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 - (2) Use the CalRecycle Model Food Recovery Agreement or the contractual elements contained in the Requirements for Food Recovery Organizations and Food Recovery Services section of this

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

Ordinance to contract with, or otherwise enter into a written agreement with Food Recovery Organizations or Food Recovery Services for:

- (A) The collection of Edible Food for Edible Food Recovery from the Tier One or Tier Two Commercial Edible Food Generator's premises; or,
 - (B) the acceptance of Edible Food that the Tier One or Tier Two Commercial Edible Food Generator self-hauls to the Food Recovery Organization.
- (3) Contract with Food Recovery Organizations and Food Recovery Services able to demonstrate a positive reduction in greenhouse gas emissions from their Edible Food Recovery activity. A list of Food Recovery Organizations and Food Recovery Services is available on the County of San Mateo Office of Sustainability website.
- (4) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
- (5) Allow District's enforcement entity or their Designee for Edible Food Recovery to access the premises and inspect procedures and review records related to Edible Food Recovery and/or provide them electronically if requested by the District or the Designee for Edible Food Recovery.
- (6) Keep records that include the following information:
- (A) A list of each Food Recovery Organization or a Food Recovery Service that collects or receives Edible Food from the Tier One or Tier Two Commercial Edible Food Generator pursuant to a contract or written agreement as required by this Ordinance.
 - (B) A copy of all contracts or written agreements established under the provisions of this Ordinance.
 - (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

- (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - (iii) The established schedule or frequency that food will be collected or self-hauled.
 - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (7) No later than June 30th of each year commencing no later than July 1, 2022 for Tier One Commercial Edible Food Generators and July 1, 2024 for Tier Two Commercial Edible Food Generators, they shall provide an annual Edible Food Recovery report to the Designee for Edible Food Recovery that includes, but is not limited to, the following information: a list of all contracts with Food Recovery Organizations and Food Recovery Services, the amount and type of Edible Food donated to Food Recovery Organizations and Food Recovery Services, the schedule of Edible Food pickup by Food Recovery Organizations and Food Recovery Services, a list of all types of Edible Food categories they generate, such as “baked goods,” that are not accepted by the Food Recovery Organizations and Food Recovery Services with whom they contract, the contact information for the manager and all staff responsible for Edible Food Recovery, and certification that all staff responsible for Edible Food Recovery have obtained a food handler card through an American National Standards Institute (ANSI) accredited training provider that meets ASTM International E2659-09 Standard Practice for Certificate Programs, such as ServSafe. With the exception of the food safety and handling training certification, Tier One and Tier Two Commercial Edible Food Generators may coordinate with their Edible Food Recovery contractors to supply this information. The Designee for Edible Food Recovery will assist in the preparation of these reports by providing

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

guidance and a template located on the County of San Mateo Office of Sustainability website.

- (8) Mandate their Edible Food Recovery staff learn and follow the donation guidelines and attend trainings conducted by Food Recovery Organizations or Food Recovery Services with which they contract regarding best practices and requirements for the timely identification, selection, preparation, and storage of Edible Food to ensure the maximum amount of Edible Food is recovered and to avoid supplying food for collection that is moldy, has been improperly stored, or is otherwise unfit for human consumption.
- (9) Tier One and Tier Two Commercial Edible Food Generators who self-haul Edible Food shall require those transporting Edible Food for recovery to obtain a food handler card through an American National Standards Institute (ANSI) accredited training provider that meets ASTM International E2659-09 Standard Practice for Certificate Programs, such as ServSafe and follow the best practices and standards for proper temperature control, methods, and procedures for the safe handling and transport of food.
- (d) Nothing in this Ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

Section 2-8.600 **Requirements for Food Recovery Organizations and Services**

- (a) Food Recovery Services operating in the District and collecting or receiving Edible Food directly from Tier One and/or Tier Two Commercial Edible Food Generators via a contract or written agreement established under the requirements of this Ordinance, shall maintain the following records:

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

- (1) The name, address, and contact information for each Tier One and Tier Two Commercial Edible Food Generator from which the service collects Edible Food.
 - (2) The quantity in pounds of Edible Food by type collected from each Tier One and Tier Two Commercial Edible Food Generator per month.
 - (3) The quantity in pounds of Edible Food by type transported to each Food Recovery Organization or redistribution site per month.
 - (4) The name, address, and contact information for each Food Recovery Organization or redistribution site that the Food Recovery Service transports Edible Food to for Edible Food Recovery.
- (b) Food Recovery Organizations operating in the District and collecting or receiving Edible Food directly from Tier One and/or Tier Two Commercial Edible Food Generators via a contract or written agreement established under the requirements of this Ordinance, or receiving Edible Food from Food Recovery Services or from other Food Recovery Organizations, shall maintain the following records:
- (1) The name, address, and contact information for each Tier One and Tier Two Commercial Edible Food Generator, Food Recovery Service, or other Food Recovery Organization from which the organization collects or receives Edible Food.
 - (2) The quantity in pounds of Edible Food by type collected or received from each Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Service, or other Food Recovery Organization per month.
 - (3) The name, address, and contact information for other Food Recovery Organizations or redistribution sites that the Food Recovery Organization transports Edible Food to for Edible Food Recovery.
- (c) Food Recovery Organizations and Food Recovery Services operating in the District shall inform Tier One and Tier Two Commercial Edible Food Generators from which they collect or receive Edible Food about California and Federal Good Samaritan Food Donation Act protection in written

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

communications, such as in their contract or agreement established as required by this Ordinance.

- (d) Commencing no later than July 1, 2022, Food Recovery Organizations and Food Recovery Services operating in the District and collecting or receiving Edible Food from Tier One and Tier Two Commercial Edible Food Generators or any other source shall report to the Designee for Edible Food Recovery the following: a detailed Edible Food activity report of the information collected as required under this Ordinance, including weight in pounds by type and source of Edible Food, the schedule/frequency of pickups/drop-offs of Edible Food from/to each Edible Food source or redistribution site, brief analysis of any necessary process improvements or additional infrastructure needed to support Edible Food Recovery efforts, such as training, staffing, refrigeration, vehicles, etc., and an up to date list of Tier One and Tier Two Commercial Edible Food Generators with whom they have contracts or agreements established as required under this Ordinance. The Designee for Edible Food Recovery will assist in the preparation of these reports by providing guidance and a template located on the County of San Mateo Office of Sustainability website. This Edible Food activity report shall be submitted quarterly, or at the discretion of the Designee for Edible Food Recovery, less frequently, and shall cover the activity that occurred since the period of the last submission.
- (e) Food Recovery Organizations and Food Recovery Services operating in the District shall contact the Designee for Edible Food Recovery to discuss the requirements of this Ordinance before establishing new contracts or agreements with Tier One or Tier Two Commercial Edible Food Generators and in order to maintain existing contracts or agreements for the recovery of Edible Food with Tier One and Tier Two Commercial Edible Food Generators.
- (f) In order to provide the required records to the State, the District, or the Designee for Edible Food Recovery, and Tier One or Tier Two Commercial Edible Food Generators, contracts between Food Recovery Organizations and Food Recovery Services operating in the District and Tier One and Tier Two Commercial Edible Food Generators shall either:

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

- (1) Use the Model Food Recovery Agreement developed by the State of California's Department of Resources Recycling and Recovery (CalRecycle,) and include a clause requiring the Food Recovery Organization or Food Recovery Service to report to the Tier One and Tier Two Commercial Edible Food Generators with whom they have contracts the annual amount of Edible Food recovered and to inform them of the tax benefits available to those who donate Edible Food to non-profits
- (2) Or include in their contracts the following elements:
 - (A) List/description of allowable foods the Food Recovery Organization/Food Recovery Service will receive.
 - (B) List/description of foods not accepted by the Food Recovery Organization/Food Recovery Service.
 - (C) Conditions for refusal of food.
 - (D) Food safety requirements, training, and protocols.
 - (E) Transportation and storage requirements and training.
 - (F) A protocol for informing the Tier One or Tier Two Commercial Edible Food Generators of a missed or delayed pickup.
 - (G) Notice that donation dumping is prohibited.
 - (H) Provisions to collect sufficient information to meet the record-keeping requirements of this Ordinance.
 - (I) Fees/financial contributions/acknowledgement of terms for the pickup and redistribution of Edible Food.
 - (J) Terms and conditions consistent with the CalRecycle Model Food Recovery Agreement.

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

- (K) Information supplying the Tier One or Tier Two Commercial Edible Food Generators with the annual amount of Edible Food recovered and informing them of the tax benefits that may be available to those who donate Edible Food to non-profits.
 - (L) Contact name, address, phone number, and email for both responsible parties, including the current on-site staff responsible for Edible Food Recovery.
 - (M) Food Recovery Organizations accepting self-hauling of Edible Food from Tier One and Tier Two Commercial Edible Food Generators must provide a schedule, including days of the week and acceptable times for drop-offs, and information about any limitation on the amount of food accepted, and/or the packaging requirements or other conditions of transport, such as, but not limited to, maintaining proper temperature control, and other requirements for the safe handling and transport of food, the self-hauler must follow for the Edible Food to be accepted.
- (g) Food Recovery Organizations and Food Recovery Services operating in the District shall demonstrate that all persons, including volunteers and contracted workers using their own vehicle, involved in the handling or transport of Edible Food, have obtained a food handler card through an American National Standards Institute (ANSI) accredited training provider that meets ASTM International E2659-09 Standard Practice for Certificate Programs, such as ServSafe.
 - (h) Food Recovery Organizations and Food Recovery Services operating in the District shall use the appropriate temperature control equipment and methods and maintain the required temperatures for the safe handling of Edible Food recovered from Tier One and Tier Two Commercial Edible Food Generators for the duration of the transportation of the Edible Food for redistribution, including Edible Food transported by private vehicles.
 - (i) In order to ensure recovered Edible Food is eaten and to prevent donation dumping, Food Recovery Organizations and Food Recovery Services

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

operating in the District shall provide documentation that all redistribution sites which are not themselves Food Recovery Organizations to which they deliver Edible Food have a feeding or redistribution program in place to distribute, within a reasonable time, all the Edible Food they receive. Such documentation may include a website address which explains the program or pamphlets/brochures prepared by the redistribution site.

- (j) Food Recovery Organizations and Food Recovery Services operating in the District unable to demonstrate a positive reduction in GHG emissions for their Edible Food Recovery operational model cannot contract with Tier One and Tier Two Commercial Edible Food Generators in the District for the purpose of recovering Edible Food as defined in this Ordinance. Food Recovery Organizations and Food Recovery Services contracting to recover Edible Food from a Tier One and Tier Two Commercial Edible Food Generator for redistribution shall consult with the District's Designee for Edible Food Recovery to document that their overall operational model will achieve a greenhouse gas emissions reduction. Such review may analyze route review, miles traveled for pick-up and redistribution, amount of food rescued, and the likelihood of consumption after redistribution.
- (k) Food Recovery Organizations and Food Recovery Services operating in the District shall visually inspect all Edible Food recovered or received from a Tier One and Tier Two Commercial Edible Food Generator. If significant spoilage is found, or if the food is otherwise found to be unfit for redistribution for human consumption, Food Recovery Organizations and Food Recovery Services shall immediately notify the Designee for Edible Food Recovery using the process found on the County of San Mateo Office of Sustainability's website. The notice shall include:
 - (1) The type and amount, in pounds, of spoiled food or food unfit for redistribution for human consumption, or provide a photographic record of the food, or both.
 - (2) The date and time such food was identified.
 - (3) The name, address and contact information for the Tier One or Tier Two Commercial Edible Food Generator which provided the food.
 - (4) The date and time the food was picked up or received.

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

- (5) A brief explanation of why the food was rejected or refused.
- (l) Contracts between Tier One or Tier Two Commercial Edible Food Generators and Food Recovery Organizations or Food Recovery Services shall not include any language prohibiting Tier One or Tier Two Commercial Edible Food Generators from contracting or holding agreements with multiple Food Recovery Organizations or Food Recovery Services listed on the County of San Mateo Office of Sustainability website.
- (m) Food Recovery Organizations and Food Recovery Services operating in the District shall conduct trainings and develop educational material such as donation guidelines and handouts to provide instruction and direction to Tier One and Tier Two Commercial Edible Food Generators with whom they contract regarding best practices and requirements for the timely identification, selection, preparation, and storage of Edible Food to ensure the maximum amount of Edible Food is recovered and to avoid the collection of food that is moldy, has been improperly stored, or is otherwise unfit for human consumption.
- (n) Edible Food Recovery Capacity Planning
 - (1) Food Recovery Services and Food Recovery Organizations. In order to support Edible Food Recovery capacity planning assessments or other such studies, Food Recovery Services and Food Recovery Organizations operating in the District shall provide information and consultation to the District and its Designee for Edible Food Recovery upon request, regarding existing, or proposed new or expanded, Edible Food Recovery capacity that could be accessed by the District and its Tier One and Tier Two Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the District or its Designee for Edible Food Recovery shall respond to such requests for information within 60 days.
- (o) Allow District's enforcement entity or their Designee for Edible Food Recovery to access the premises and inspect procedures and review records related to Edible Food Recovery and/or provide them electronically if requested by the District or the Designee for Edible Food Recovery.

Section 2-8.600. Requirements for Haulers and Facility Operators

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

(a) Requirements for Haulers

(1) All exclusive franchised haulers and/or non-exclusive franchised haulers and/or permitted haulers and/or licensed haulers as are authorized by the District to provide residential, Commercial, or industrial Organic Waste collection services to generators within the District's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the District to collect Organic Waste:

(A) Through written notice to the District as specified in its franchise agreement, permit, license, or other agreement entered into with the District, identify the facilities to which they will transport Organic Waste including facilities for Source Separate Recyclable Materials and Source Separated Green Container Organic Waste.

(B) Transport Source Separated Recyclable Materials, Source Separate Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2, in each case to the extent specified in its franchise agreement, permit, license, or other agreement entered into with the District.

(C) Obtain approval from the District to haul Organic Waste, unless already contained in its franchise agreement, permit, license, or other agreement entered into with the District.

(2) All exclusive franchised haulers and/or non-exclusive franchised haulers and/or permitted haulers and/or licensed haulers authorized to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license, or other agreement entered into with the District.

(b) Requirements for Facility Operators and Community Composting Operations.

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

- (1) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon District request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the District shall respond within 60 days.

Section 2-8.700 **Procurement Requirements for District Departments, Direct Service Providers, and Vendors**

- (a) District departments, and direct service providers to the District, as applicable, must comply with the District's Recovered Organic Waste Product procurement policy and Recycled-Content Paper procurement policy.
- (b) All vendors providing Paper Products and Printing and Writing Paper shall comply with the District's Organic Waste Product procurement policy and Recycled-Content Paper procurement policy.

Section 2-8.800 **Inspections and Investigations by District**

- (a) District representatives and/or its designated entity, including the Designee for Edible Food Recovery, are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this Ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Tier One and Tier Two Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow District to enter the interior of a private residential property for Inspection.
- (b) Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the District's employee or its designated entity/Designee for Edible Food Recovery during such Inspections and investigations. Such Inspections and

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this Ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any inspection or investigation is a violation of this Ordinance and may result in penalties described.

- (c) Any records obtained by a District during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- (d) District representatives, its designated entity, and/or Designee for Edible Food Recovery are authorized to conduct any Inspections, or other investigations as reasonably necessary to further the goals of this Ordinance, subject to applicable laws.
- (e) District shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

Section 2-8.900 **Enforcement**

- (a) Violation of any provision of this Ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a District Enforcement Official, Designee for Edible Food Recovery, or representative. Enforcement Actions under this Ordinance are issuance of an administrative citation and assessment of a fine. The District's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this Ordinance and any rule or regulation adopted pursuant to this Ordinance, except as otherwise indicated in this Ordinance.
- (b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. District or Designee for Edible Food Recovery may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. District or Designee for Edible Food Recovery may choose to delay court action until such time as a

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of District or Designee for Edible Food Recovery staff and resources.

(c) Responsible Entity for Enforcement

(1) Enforcement pursuant to this Ordinance may be undertaken by the District Enforcement Official, which may be the District Manager or his/her designated entity, legal counsel, Designee for Edible Food Recovery, or combination thereof.

(2) Enforcement may also be undertaken by a Designee for Edible Food Recovery, designated by the District, in consultation with District Enforcement Official.

(A) District Enforcement Official(s) and Designee for Edible Food Recovery will interpret Ordinance; determine the applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.

(B) District Enforcement Official(s) Designee for Edible Food Recovery may issue Notices of Violation(s).

(d) Process for Enforcement

(1) District Enforcement Official(s) or Designee for Edible Food Recovery will monitor compliance with the Ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program (that may include Remote Monitoring). Section 2-8.800 establishes District's and Designee for Edible Food Recovery's right to conduct Inspections and investigations.

(2) District or their Designee for Edible Food Recovery may issue an official notification to notify regulated entities of its obligations under the Ordinance.

(3) Assessing contamination processing fees/penalties. For incidences of Prohibited Container Contaminants found in containers, District will issue a Notice of Violation to any generator found to have Prohibited

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within three (3) days after determining that a violation has occurred. If the District observes Prohibited Container Contaminants in a generator's containers on more than two (2) consecutive occasion(s), the District may assess contamination processing fees or contamination penalties on the generator.

For the purposes of Edible Food Recovery, incidences of Prohibited Container Contaminants found in containers, the District or its Designee for Edible Food Recovery will issue a Notice of Violation to any Tier One or Tier Two Commercial Edible Food Generator found to have Prohibited Container Contaminants, such as Edible Food, in a container, or to any Food Recovery Organization or Food Recovery Service found to have Prohibited Container Contaminants, such as Edible Food recovered from a Tier One or Tier Two Edible Food Generator, in a container, which has not been documented by a notice of significant spoilage as required in this Ordinance. Such notice will be provided by email communication immediately upon identification of the Prohibited Container Contaminants or within 3 days after determining that a violation has occurred. If the District or its Designee for Edible Food Recovery observes Prohibited Container Contaminants, such as Edible Food, in a Tier One or Tier Two Commercial Edible Food Generator, or Food Recovery Organization, or Food Recovery Service container on more than two (2) consecutive occasion(s), the District or its Designee for Edible Food Recovery may assess contamination processing fees or contamination penalties on the Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, or Food Recovery Service.

- (4) With the exception of violations of generator contamination of container contents addressed under Section 17(d)(3), District shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice. For the purposes of Edible Food Recovery, the Designee for Edible Food Recovery may issue a Notice of Violation requiring compliance within 7 days of issuance of the Notice.

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

- (5) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, District shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the District's requirements contained in Section 2-8.900(k), Table 1, List of Violations.

For the purposes of Edible Food Recovery, the Designee for Edible Food Recovery shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the Edible Food Recovery Penalties' provisions contained in this Ordinance.

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the District or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

(e) **Penalty Amounts for Types of Violations**

The penalty levels for Edible Food Recovery violations are as follows:

- (1) For a first violation, the amount of the base penalty shall be \$100 to \$200 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$200-\$500 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$500 to \$2000 per violation.

(f) **Factors Considered in Determining Penalty Amount**

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

- (1) The nature, circumstances, and severity of the violation(s).
- (2) The violator's ability to pay.

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

- (3) The willfulness of the violator's misconduct.
- (4) Whether the violator took measures to avoid or mitigate violations of this chapter.
- (5) Evidence of any economic benefit resulting from the violation(s).
- (6) The deterrent effect of the penalty on the violator.
- (7) Whether the violation(s) were due to conditions outside the control of the violator.

(g) **Compliance Deadline Extension Considerations**

The District may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 2-8.900(d) if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the District is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(h) **Appeals Process**

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with District's or Designee for Edible Food Recovery's procedures in the District's or the Designee for Edible Food Recovery's codes for appeals of administrative citations. Evidence may be presented at the hearing. The District or Designee for Edible Food Recovery will appoint

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

a hearing officer who shall conduct the hearing and issue a final written order.

(i) **Education Period for Non-Compliance**

Beginning January 1, 2022 and through December 31, 2023, District or Designee for Edible Food Recovery will conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if the District or Designee for Edible Food Recovery determines that an Organic Waste Generator, Hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials and/or, for the purposes of Edible Food Recovery, training to the entity describing its obligations under this Ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(j) **Civil Penalties for Non-Compliance**

Beginning January 1, 2024, if the District or Designee for Edible Food Recovery determines that an Organic Waste Generator, Hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this Ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 2-8.900, as needed.

(k) **Enforcement Table**

Table 1. List of Violations

Requirement	Description of Violation
Commercial Business and Commercial Business Owner Responsibility Requirement	Commercial Business fails to provide or arrange for Organic Waste collection services consistent with District requirements and as outlined in this ordinance, for employees, contractors, tenants, and customers, including

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

	supplying and allowing access to adequate numbers, size, and location of containers and sufficient signage and container color.
Organic Waste Generator Requirement	Organic Waste Generator fails to comply with requirements adopted pursuant to this ordinance for the collection and Recovery of Organic Waste.
Hauler Requirement	A hauler providing residential, Commercial or industrial Organic Waste collection service fails to transport Organic Waste to a facility, operation, activity, or property that recovers Organic Waste, as prescribed by this ordinance.
Hauler Requirement	A hauler providing residential, Commercial, or industrial Organic Waste collection service fails to obtain applicable approval issued by the District to haul Organic Waste as prescribed by this ordinance.
Hauler Requirement	A hauler fails to keep a record of the applicable documentation of its approval by the District, as prescribed by this ordinance.
Commercial Edible Food Generator Requirement	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 comply with this Section commencing Jan. 1, 2022.
Commercial Edible Food Generator Requirement	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 comply with this Section commencing Jan. 1, 2024.
Commercial Edible Food Generator Requirement	Tier One or Tier Two Commercial Edible Food Generator intentionally spoils Edible Food that is capable of being recovered by a Food Recovery Organization or Food Recovery Service.
Organic Waste Generator, Commercial Business Owner, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service	Failure to provide or arrange for access to an entity's premises for any Inspection or investigation.

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

Recordkeeping Requirements for Commercial Edible Food Generator	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 9.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations	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 10."

(Art. 8 added 12/02/2021 by Ord. ____, eff. 01/01/2022)"

SECTION 3. The District Board finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, as provided for in this Ordinance will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, represent actions by a regulatory agency (the District) for the protection of the environment.

SECTION 4. Effective. Operative Date. Upon adoption, this Ordinance shall be entered in the minutes of the Board and posted for one week in three (3) public places in the District, and shall be operative from and after January 1, 2022.

President, Montara Water and Sanitary District

COUNTERSIGNED:

Secretary, Montara Water and Sanitary District

* * *

I HEREBY CERTIFY that the foregoing Ordinance No. ____ was duly and regularly adopted and passed by the Board of the Montara Water and Sanitary District, San

ORDINANCE NO. ____

AN ORDINANCE OF THE MONTARA WATER AND SANITARY DISTRICT ADDING ARTICLE 8 (ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER II OF THE MONTARA WATER AND SANITARY DISTRICT CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

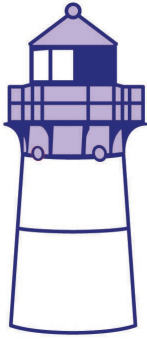
Mateo County, California, at a Regular meeting thereof held on the 2nd day of December 2021 by the following vote:

AYES, Directors

NOES, Directors:

ABSENT, Directors:

Secretary, Montara Water and Sanitary District



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Regular Meeting Of: **December 2, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

SUBJECT: Review and Possible Action Concerning Amendments to the District's Code Relating to Accessory Dwelling Units and the Subdivision Map Act

Staff recommends that the Board adopt certain amendments to the District's Code to reflect recent changes in the law pertaining to Accessory Dwelling Units (ADUs) and the Subdivision Map Act (SB9 &10). Attached is the draft Ordinance containing proposed revisions to the District's Sewer and Water Code and Master Fee Schedule, and represents a collaborative effort between the District's General Manager, Water Engineer, Sewer Engineer, Finance Advisor and General Counsel.

The following summarizes the three main subject areas of the proposed changes:

- Updates and clarifies definitions, permitting, connection and fee requirements for ADUs consistent with recently amended County zoning regulations and state law
- Updates and clarifies definitions, permitting, connection and metering requirements for multi-unit residential developments, mixed-use residential/commercial developments and others such as SB 9 urban lot splits consistent with state law
- Clarifies that the main frontage to serve a parcel be located entirely within public right of way
- Updates and clarifies Master Fee Schedule so that certain fee categories correspond with the proposed Code revisions and also accurately reflect that ADUs on existing lots are consistent with the state ADU law, which requires that connection fees and capacity charges be proportionate to the burden ADUs place on the District's sewerage and water systems.

RECOMMENDATION:

Open the public hearing, consider relevant testimony, close the public hearing and adopt *Ordinance No. ____*, *An Ordinance Amending Sections 3-1.100, 3-5.400, 3.9-100, 3-9.500, 3-10.100 Through 3-10.400, 5- 2.100, 5-3.100, 5-3.103, 5-4.102, 5-4.105 And 5-4.202 Of, And Adding Sections 3-10.500 And 5-3.105 To, The Montara Water And Sanitary District Code Relating To Sewerage*



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Regular Meeting Of: **December 2, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

Service Definitions, Separate Side Sewer Connections, Sewer Connection Permits And Fees, Accessory Dwelling Units, Water Service Definitions, Applications, Required Connections, Individual Metering, Multiple Service And Main Frontage Requirements; And Revising Corresponding Master Fee Schedule Categories

Attachment:

Proposed Ordinance

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTIONS 3-1.100, 3-5.400, 3.9-100, 3-9.500, 3-10.100 THROUGH 3-10.400, 5- 2.100, 5-3.100, 5-3.103, 5-4.102, 5-4.105 AND 5-4.202 OF, AND ADDING SECTIONS 3-10.500 AND 5-3.105 TO, THE MONTARA WATER AND SANITARY DISTRICT CODE RELATING TO SEWERAGE SERVICE DEFINITIONS, SEPARATE SIDE SEWER CONNECTIONS, SEWER CONNECTION PERMITS AND FEES, ACCESSORY DWELLING UNITS, WATER SERVICE DEFINITIONS, APPLICATIONS, REQUIRED CONNECTIONS, INDIVIDUAL METERING, MULTIPLE SERVICE AND MAIN FRONTAGE REQUIREMENTS; AND REVISING CORRESPONDING MASTER FEE SCHEDULE CATEGORIES

THE BOARD OF THE MONTARA WATER AND SANITARY DISTRICT, A PUBLIC AGENCY IN THE COUNTY OF SAN MATEO, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1. The following sections of the Montara Water and Sanitary District Sewer Code are hereby amended or added to read in their entirety, unless otherwise indicated:

CHAPTER III.

Article 1. Definitions

3-1.100. Definitions. *(Only the following definitions are amended; all other definitions remain the same)*

n) "Master Fee Schedule" means a schedule established by Ordinance duly adopted after noticed public hearing annually, or more frequently as the Board may determine, setting forth those fees established pursuant to Articles 9 and 10 of Chapter III and Article 2 of Chapter IV of this Code; provided, that if no such schedule is adopted, or if any fee is not included in any such schedule or in effect prior to adoption of the schedule or adoption thereof omitting any fee shall remain in full force and effect as to such omitted fees or fee; except for fees in the nature of fines or penalties that are included in this Code.

o) "Multiple Family Unit" means any residence, habitation or other structure comprised of two or more Single Family Units, including but not limited to Accessory Dwelling Units, duplexes, townhomes and condominiums; provided, that each Single Family Unit thereof shall be deemed to have a separate, individual connection to the Public Sewer irrespective of the mode of connection thereto of the structure or structures consisting of the Multiple Family Unit.

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTIONS 3-1.100, 3-5.400, 3.9-100, 3-9.500, 3-10.100 THROUGH 3-10.400, 5- 2.100, 5-3.100, 5-3.103, 5-4.102, 5-4.105 AND 5-4.202 OF, AND ADDING SECTIONS 3-10.500 AND 5-3.105 TO, THE MONTARA WATER AND SANITARY DISTRICT CODE RELATING TO SEWERAGE SERVICE DEFINITIONS, SEPARATE SIDE SEWER CONNECTIONS, SEWER CONNECTION PERMITS AND FEES, ACCESSORY DWELLING UNITS, WATER SERVICE DEFINITIONS, APPLICATIONS, REQUIRED CONNECTIONS, INDIVIDUAL METERING, MULTIPLE SERVICE AND MAIN FRONTAGE REQUIREMENTS; AND REVISING CORRESPONDING MASTER FEE SCHEDULE CATEGORIES

p) "Other Use Unit" means all uses of the Public Sewer other than Multiple Family Units and Single Family Units, including but not limited to, commercial, industrial, institutional and public uses; provided that each Other Use Unit thereof shall be deemed to have a separate, individual connection to the Public Sewer irrespective of the mode of connection thereto of the structure or structures consisting of the Other Use Unit.

y) "Accessory Dwelling Unit - Attached" means a dwelling unit that is built as an additional to, extension of, or within the Single Family Unit located on a Parcel, which dwelling unit conforms to the requirements of Government Code Section 65852.2 as set forth in Chapters 22.5 and 22.5.1 (Accessory Dwelling Units and Accessory Dwelling Units – Coastal Zone) of the Zoning Regulations of the County of San Mateo, as said chapter may from time to time be amended, revised, or superseded, and which Single Family Unit may be served by a properly functioning Side Sewer.

ii) "Accessory Dwelling Unit-Detached" means a dwelling unit that is an independent structure, entirely separated from the structure of a Single Family Unit on a Parcel, which dwelling unit conforms to the requirements of Government Code Section 65852.2 as set forth in Chapters 22.5 and 22.5.1 (Accessory Dwelling Units and Accessory Dwelling Units – Coastal Zone) of the Zoning Regulations of the County of San Mateo, as said chapter may from time to time be amended, revised or superseded. Accessory Dwelling Units constructed within, or as an extension of an existing detached structure other than the primary residence are considered detached accessory dwelling units; provided that an Accessory Dwelling Unit-Detached does not include any structure situated on a Parcel: (i) capable of being divided such that the structure may be converted into a Single Family Unit, or (ii) adjacent to the Parcel on which the existing main Single Family Unit is located and under common ownership with the latter parcel.

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTIONS 3-1.100, 3-5.400, 3.9-100, 3-9.500, 3-10.100 THROUGH 3-10.400, 5- 2.100, 5-3.100, 5-3.103, 5-4.102, 5-4.105 AND 5-4.202 OF, AND ADDING SECTIONS 3-10.500 AND 5-3.105 TO, THE MONTARA WATER AND SANITARY DISTRICT CODE RELATING TO SEWERAGE SERVICE DEFINITIONS, SEPARATE SIDE SEWER CONNECTIONS, SEWER CONNECTION PERMITS AND FEES, ACCESSORY DWELLING UNITS, WATER SERVICE DEFINITIONS, APPLICATIONS, REQUIRED CONNECTIONS, INDIVIDUAL METERING, MULTIPLE SERVICE AND MAIN FRONTAGE REQUIREMENTS; AND REVISING CORRESPONDING MASTER FEE SCHEDULE CATEGORIES

The following definition is added:

(iii) “Accessory Dwelling Unit” means a dwelling unit located or proposed to be located on a lot which contains, or will contain, a primary residence. Accessory dwelling units may be detached from or attached to the primary residence on the property. Accessory dwelling units may also be (1) efficiency units, as defined in Section 17958.1 of the California Health and Safety Code, or (2) manufactured homes, as defined in Section 18007 of the California Health and Safety Code. Accessory dwelling units are “accessory dwelling units” as that term is used in Government Code Section 65852.2. An accessory dwelling unit includes an efficiency unit as defined in Section 17958.1 of the Health and Safety Code or a manufactured home as defined in Section 18007 of the Health and Safety code. A “second unit” or “secondary unit” is an accessory dwelling unit. Accessory dwelling units are not “accessory buildings” as defined in Section 6102.19. Any secondary structure that provides independent facilities for living; sleeping; eating; cooking; and sanitation, may be considered an accessory dwelling unit, under the requirements of the Chapters 22.5 and 22.5.1 (Accessory Dwelling Units and Accessory Dwelling Units – Coastal Zone) of the Zoning Regulations of the County of San Mateo as said chapter may from time to time be amended, revised or superseded.

Article 5. Building Sewers, Lateral Sewers and Connections

3-5.400. Separate Side Sewers. A separate Side Sewer shall be constructed for each Single Family Unit, or each Multiple Family Unit or Other Use Unit as may be determined by the District’s Sewer Engineer. In the event a building is to be constructed to serve other than residential purposes, a separate Side Sewer shall be constructed for each Single Family Unit equivalent therein.

Article 9. Permits and Fees

3.9-100. Permit Required. No authorized Person shall uncover, make any connection with or opening into, use, alter, or disturb any Public Sewer or

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTIONS 3-1.100, 3-5.400, 3.9-100, 3-9.500, 3-10.100 THROUGH 3-10.400, 5- 2.100, 5-3.100, 5-3.103, 5-4.102, 5-4.105 AND 5-4.202 OF, AND ADDING SECTIONS 3-10.500 AND 5-3.105 TO, THE MONTARA WATER AND SANITARY DISTRICT CODE RELATING TO SEWERAGE SERVICE DEFINITIONS, SEPARATE SIDE SEWER CONNECTIONS, SEWER CONNECTION PERMITS AND FEES, ACCESSORY DWELLING UNITS, WATER SERVICE DEFINITIONS, APPLICATIONS, REQUIRED CONNECTIONS, INDIVIDUAL METERING, MULTIPLE SERVICE AND MAIN FRONTAGE REQUIREMENTS; AND REVISING CORRESPONDING MASTER FEE SCHEDULE CATEGORIES

appurtenances, perform any work on any Lateral or Building Sewer, or add any Fixture Units to or within an existing building or other structure or any portion thereof, without obtaining a Permit from the District and paying all required fees and charges.

Any Person heretofore issued a valid Permit for connection of an existing Single Family Unit or Multiple Family Use Unit to a main Sewer and who has constructed or created, or desires to construct or create two or more separate residential units, eligible to be sold separately, shall apply for an amended Permit or a new Permit, as determined by the District's Manager in his or her sole discretion, and shall be subject to all conditions and requirements of this Code and pay all applicable fees.

3-9.500. Fees: Building Sewer Connection Charge. (Only subdivision (a) is amended; subdivisions (b) and (c) remain the same)

(a) Connection Fee Established. The fee for connection to the District's Sewage Works of a Single Family Unit, Multiple Family Unit, or Other Use Unit shall be set forth in the Master Fee Schedule. The fee chargeable for a Single Family Unit shall be established irrespective of whether the number of Fixture Units proposed to be installed is less than twenty-five (25), plus an additional amount equal to one twenty-fifth (1/25th) of the fee chargeable for a Single Family Unit for each Fixture Unit over twenty-five (25). The fee chargeable for Multiple Family Units shall be calculated by aggregating the Single Family Unit charge for the Single Family Units within each Multiple Family Unit. The fee for Other Use Units shall be based upon a determination by the District Engineer of the equivalent number of Single Family Units represented by the Sewage flow and pollutant loading strength and characteristics of such Other Use Unit which number shall then be multiplied by the connection charge established for a Single Family Unit to determine the fee for the Other Use Unit.

The fee chargeable for the addition of Fixture Units to, or within, an existing building, structure, or portion thereof, shall be an amount equal to one twenty-fifth (1/25th) of the fee chargeable for a Single Family Unit for each Fixture Unit and

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTIONS 3-1.100, 3-5.400, 3.9-100, 3-9.500, 3-10.100 THROUGH 3-10.400, 5- 2.100, 5-3.100, 5-3.103, 5-4.102, 5-4.105 AND 5-4.202 OF, AND ADDING SECTIONS 3-10.500 AND 5-3.105 TO, THE MONTARA WATER AND SANITARY DISTRICT CODE RELATING TO SEWERAGE SERVICE DEFINITIONS, SEPARATE SIDE SEWER CONNECTIONS, SEWER CONNECTION PERMITS AND FEES, ACCESSORY DWELLING UNITS, WATER SERVICE DEFINITIONS, APPLICATIONS, REQUIRED CONNECTIONS, INDIVIDUAL METERING, MULTIPLE SERVICE AND MAIN FRONTAGE REQUIREMENTS; AND REVISING CORRESPONDING MASTER FEE SCHEDULE CATEGORIES

shall be payable irrespective of the number of Fixture Units installed in the existing building, structure, or portion thereof pursuant to any prior Permit.

The fee for Accessory Dwelling Units-Attached and Accessory Dwelling Units-Detached shall be established pursuant to Section 3-10.200.

Article 10. Accessory Dwelling Unit Regulations

3-10.100. Permit Required. Any Person heretofore issued a valid Permit for connection of an existing Single Family Unit or Multiple Family Use Unit to a main Sewer and who has constructed or desires to construct an Accessory Dwelling Unit shall apply for an Accessory Dwelling Unit Permit and pay the applicable fees. Permits which were issued for connection of the existing main Single Family Unit or Multiple Family Use Unit of the Parcel upon which the Accessory Dwelling Unit is to be constructed shall, for an Accessory Dwelling Unit, be amended to include the Fixture Units pertaining to the Accessory Dwelling Unit. The determination of whether an Accessory Dwelling Unit shall be connected to the District's Sewage Works by a Side Sewer separate and apart from the Side Sewer serving the existing Single Family Unit or Multiple Family Use Unit, or by connection thereto, shall be made by the District Engineer; provided that no separate connection may be required for qualifying Accessory Dwelling Units under Government Code § 65852.2(e)(1)(A), as may be amended, upon proper and official verification from the County of San Mateo that the proposed qualifying Accessory Dwelling Unit conforms to its requirements. In addition to the provisions of Section 3-10.400, the provisions of Article III of this Chapter, including Section 3-3.600, the provisions of Article V of this Chapter, including Section 3-5.800 relating to backflow prevention devices, shall govern the issuance of a Permit for an Accessory Dwelling Unit, as applicable.

3-10.200. Sewer Connection Fees. Sewer Connection Fees for Accessory Dwelling Units-Attached-and Accessory Dwelling Units-Detached shall be set forth in the Master Fee Schedule. Said Schedule shall establish the fee for each Fixture Unit pertaining the Accessory Dwelling Unit, whether Attached or Detached, at an

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTIONS 3-1.100, 3-5.400, 3.9-100, 3-9.500, 3-10.100 THROUGH 3-10.400, 5- 2.100, 5-3.100, 5-3.103, 5-4.102, 5-4.105 AND 5-4.202 OF, AND ADDING SECTIONS 3-10.500 AND 5-3.105 TO, THE MONTARA WATER AND SANITARY DISTRICT CODE RELATING TO SEWERAGE SERVICE DEFINITIONS, SEPARATE SIDE SEWER CONNECTIONS, SEWER CONNECTION PERMITS AND FEES, ACCESSORY DWELLING UNITS, WATER SERVICE DEFINITIONS, APPLICATIONS, REQUIRED CONNECTIONS, INDIVIDUAL METERING, MULTIPLE SERVICE AND MAIN FRONTAGE REQUIREMENTS; AND REVISING CORRESPONDING MASTER FEE SCHEDULE CATEGORIES

amount equal to one twenty-fifth (1/25th) of the fee chargeable for a Single Family Unit established pursuant to Section 3- 9.500 (a) and which is proportionate to the burden placed on the District's system. The fee established by this section is not chargeable to qualifying Accessory Dwelling Units under Government Code § 65852.2(e)(1)(A), as may be amended, upon proper and official verification from the County of San Mateo that the proposed qualifying Accessory Dwelling Unit conforms to its requirements. The fee established pursuant to this section shall be chargeable irrespective of the number of Fixture Units installed in the existing main Single Family Unit or Multiple Family Unit on the Parcel upon which the Accessory Dwelling Unit is to be constructed.

3-10.300. Sewer Service Charges. Sewer Service Charges for Accessory Dwelling Units-Attached or -Detached shall be imposed and collected pursuant to the provisions of Chapter 4 of the District Code and applicable policies, rules, and regulations.

3-10.400. Application and Permit Issuance Procedure. Applications for connection of an Accessory Dwelling Unit-Attached or -Detached to the District's Sewage Works shall be made only by the owner of the Parcel for which such Permit is required, or his or her agent pursuant to written authorization. Application shall be made on forms provided by the District. The provisions of Article 9 of this Chapter shall govern the issuance of Permits for Accessory Dwelling Units; provided, that with respect to Permits for Accessory Dwelling Units-Attached, the Permit issued for the connection of the existing main Single Family Unit or Multiple Family Unit may be amended to include provision for the Accessory Dwelling Unit-Attached.

The following section is added:

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTIONS 3-1.100, 3-5.400, 3.9-100, 3-9.500, 3-10.100 THROUGH 3-10.400, 5- 2.100, 5-3.100, 5-3.103, 5-4.102, 5-4.105 AND 5-4.202 OF, AND ADDING SECTIONS 3-10.500 AND 5-3.105 TO, THE MONTARA WATER AND SANITARY DISTRICT CODE RELATING TO SEWERAGE SERVICE DEFINITIONS, SEPARATE SIDE SEWER CONNECTIONS, SEWER CONNECTION PERMITS AND FEES, ACCESSORY DWELLING UNITS, WATER SERVICE DEFINITIONS, APPLICATIONS, REQUIRED CONNECTIONS, INDIVIDUAL METERING, MULTIPLE SERVICE AND MAIN FRONTAGE REQUIREMENTS; AND REVISING CORRESPONDING MASTER FEE SCHEDULE CATEGORIES

3-10.500. Sewer Connection for New Construction. Accessory Dwelling Units built in connection with new construction shall be governed by Article 9 of this Chapter.

Section 2. The following sections of the Montara Water and Sanitary District Water Code are amended or added to read in their entirety as follows:

Chapter V

Article 2. Definitions

Section 5- 2.100. Definitions: General

The definitions in this Article, and in Chapter III, Article 1 to the extent applicable, shall be used to interpret this Chapter, unless otherwise apparent from the context.

Article 3. Commencement of Service Division

1. Application for Service

5-3.100. Commencement of Service: General

(a) Each Person desiring to initiate Water Service or change an existing Water Service shall complete an application form, pay required fees and deposits and comply with the conditions set forth herein.

(b) Each Single-Family Dwelling Unit shall be served through at least one water meter of at least 5/8-3/4" size and such additional meters as the Premises' owner may request or as is determined by the District's Water System Engineer in accordance with this Code.

(c) Each Multiple Family Dwelling Unit shall be served through at least one water meter of at least 5/8"-3/4" size and such additional meters as the Premises' owner may request or as is determined by the District's Water System Engineer in accordance with this Code.

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTIONS 3-1.100, 3-5.400, 3.9-100, 3-9.500, 3-10.100 THROUGH 3-10.400, 5- 2.100, 5-3.100, 5-3.103, 5-4.102, 5-4.105 AND 5-4.202 OF, AND ADDING SECTIONS 3-10.500 AND 5-3.105 TO, THE MONTARA WATER AND SANITARY DISTRICT CODE RELATING TO SEWERAGE SERVICE DEFINITIONS, SEPARATE SIDE SEWER CONNECTIONS, SEWER CONNECTION PERMITS AND FEES, ACCESSORY DWELLING UNITS, WATER SERVICE DEFINITIONS, APPLICATIONS, REQUIRED CONNECTIONS, INDIVIDUAL METERING, MULTIPLE SERVICE AND MAIN FRONTAGE REQUIREMENTS; AND REVISING CORRESPONDING MASTER FEE SCHEDULE CATEGORIES

(d) Each Other Use Unit, including mixed-use residential, industrial and/or commercial units, shall be served through at least one water meter of at least 5/8"-3/4" size and such additional meters as the Premises' owner may request or as is determined by the District's Water System Engineer in accordance with this Code.

5-3.103. Required Connections.

Subject to the requirements of any moratorium upon Service Connections, water shortage emergency, drought or other conditions limiting the District's available water supply as determined by the Board, Premises located within the urban area (hereinafter defined), that are capable of being served by the District's water system shall be connected to that system for permanent Domestic Service. Irrespective of location within or outside of the urban area, Premises that are capable of being served by the District's water system shall be connected to that system for Fire Protection Service.

Premises shall be deemed "capable of being served by the District's water system" if a District water main is located two hundred fifty (250) feet or less measured at ground level from any point on the property line of the Parcel to be served by the main, taking into consideration that a main extension may be necessary to provide water service to the Premises. "Urban area" means the area or areas delineated as such by the Urban/Rural Boundary on land use plan maps adopted by the Board of Supervisors of the County of San Mateo and approved by the California Coastal Commission as a part of the San Mateo County Local Coastal Program pursuant to the California Coastal Act of 1976.

A separate service connection and meter shall be required, or an existing meter replaced by a meter of a different size on a Customer's request or when the District's Water System Engineer determines that increases in water demand have occurred or will occur due to changes affecting the amount of capacity needed for the Premises. In making said determination, factors affecting the capacity needed to meet the increases in water demand will be considered and evaluated including, but not limited to: 1) Addition of an Accessory Dwelling Unit(s) determined to

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTIONS 3-1.100, 3-5.400, 3.9-100, 3-9.500, 3-10.100 THROUGH 3-10.400, 5- 2.100, 5-3.100, 5-3.103, 5-4.102, 5-4.105 AND 5-4.202 OF, AND ADDING SECTIONS 3-10.500 AND 5-3.105 TO, THE MONTARA WATER AND SANITARY DISTRICT CODE RELATING TO SEWERAGE SERVICE DEFINITIONS, SEPARATE SIDE SEWER CONNECTIONS, SEWER CONNECTION PERMITS AND FEES, ACCESSORY DWELLING UNITS, WATER SERVICE DEFINITIONS, APPLICATIONS, REQUIRED CONNECTIONS, INDIVIDUAL METERING, MULTIPLE SERVICE AND MAIN FRONTAGE REQUIREMENTS; AND REVISING CORRESPONDING MASTER FEE SCHEDULE CATEGORIES

exceed the capacity of the existing meter, in accordance with Chapter III, Article 10 of this Code; 2) addition of plumbing fixture units, determined by the District's Water System Engineer to exceed the capacity of the existing meter, or in other situations through construction, conversion or expansion of the primary residence or accessory structure, or through the construction, conversion or creation of two or more separate residential units on a Parcel eligible to be sold separately; 3) alternate uses of the Premises, which the District's Water System Engineer determines warrant the installation of a larger water meter.

The following section is added:

5-3.105 Individual Meter Requirements.

In accordance with California Water Code Sections 535, 537, 537.1, or when, in the opinion of the District Water System Engineer, it would be in the best interest of the District to require individual meters to accurately measure water use or to quantify water usage by type of application, rather than a single or master meter, for water service to a Customer, the District's Water System Engineer shall be authorized to require individual meters for such service, including but not limited to, each newly constructed Multi-Family Unit, structure or development, or newly constructed mixed-use residential and commercial unit, structure or development.

Article 4. Conditions of Service

Division 1. General

5-4.102. Main Frontage Required

Permanent Water Service shall not be provided unless a District water main of adequate size extends across the entire frontage of the Premises to be served and is located entirely within the public right of way or unless a limited Services agreement is approved by the District Manager.

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTIONS 3-1.100, 3-5.400, 3.9-100, 3-9.500, 3-10.100 THROUGH 3-10.400, 5- 2.100, 5-3.100, 5-3.103, 5-4.102, 5-4.105 AND 5-4.202 OF, AND ADDING SECTIONS 3-10.500 AND 5-3.105 TO, THE MONTARA WATER AND SANITARY DISTRICT CODE RELATING TO SEWERAGE SERVICE DEFINITIONS, SEPARATE SIDE SEWER CONNECTIONS, SEWER CONNECTION PERMITS AND FEES, ACCESSORY DWELLING UNITS, WATER SERVICE DEFINITIONS, APPLICATIONS, REQUIRED CONNECTIONS, INDIVIDUAL METERING, MULTIPLE SERVICE AND MAIN FRONTAGE REQUIREMENTS; AND REVISING CORRESPONDING MASTER FEE SCHEDULE CATEGORIES

5-4.105. Multiple Service to One Property

An Applicant may apply for as many Service Connections to Applicant’s Premises as reasonably required, or as is determined to be required by the District’s Water System Engineer in accordance with this Code; provided, that the Applicant meets the requirements concerning potential cross- connections.

Division 2. Extension of Facilities

5-4.202. Special Contracts

(a) When a District water main is not contiguous to the entire frontage of the Applicant's Premises and not located entirely within the public right of way, the District Manager may enter into a “Limited Service Agreement” in lieu of requiring a Main Extension.

Section 3. The following categories of the Master Fee Schedule are hereby removed:

Fixture Unit Charge for additional Fixture Units within an existing building, structure, or portion thereof (MWSD Code §3-9.500)	\$538.50
Fixture Unit Charge for Accessory Dwelling Units (MWSD Code §3-10.200)	\$701.00
Accessory Dwelling Unit not within the existing space of a single-family residence or accessory structure – Detached Studio Unit (10 fixture units) connection fee: (MWSD Code §3-10.200)	\$10,770.00

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTIONS 3-1.100, 3-5.400, 3.9-100, 3-9.500, 3-10.100 THROUGH 3-10.400, 5- 2.100, 5-3.100, 5-3.103, 5-4.102, 5-4.105 AND 5-4.202 OF, AND ADDING SECTIONS 3-10.500 AND 5-3.105 TO, THE MONTARA WATER AND SANITARY DISTRICT CODE RELATING TO SEWERAGE SERVICE DEFINITIONS, SEPARATE SIDE SEWER CONNECTIONS, SEWER CONNECTION PERMITS AND FEES, ACCESSORY DWELLING UNITS, WATER SERVICE DEFINITIONS, APPLICATIONS, REQUIRED CONNECTIONS, INDIVIDUAL METERING, MULTIPLE SERVICE AND MAIN FRONTAGE REQUIREMENTS; AND REVISING CORRESPONDING MASTER FEE SCHEDULE CATEGORIES

Accessory Dwelling Unit not within the existing space of a single-family residence or accessory structure – Detached One Bedroom Unit (11 fixture units): (MWSD Code §3-10.200)	\$11,847.00
--	-------------

Section 4. Notice was published twice in the Half Moon Bay Review, a newspaper of general circulation within the District, giving notice of a public hearing to take place on December 2, 2021 to consider adoption of certain amendments to the District's Code of Regulations.

Section 5. All ordinances or Code provisions or portions thereof in conflict herewith shall be, and hereby are repealed to the extent of such conflict; provided that the District's Master Fee Schedule as set forth in *Ordinance No. __*, *Ordinance of the Montara Water and Sanitary District Restating and Amending Master Fee Schedule*, adopted December 2, 2021, is hereby amended to amend its provisions as set forth in Section 3 of this Ordinance.

Section 6. Upon adoption of this Ordinance shall be entered in the minutes of the Board and posted for one week in three (3) public places in the District and shall become effective immediately upon expiration of one week following said posting.

President, Montara Water and Sanitary District

COUNTERSIGNED:

Secretary, Montara Water and Sanitary District

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTIONS 3-1.100, 3-5.400, 3.9-100, 3-9.500, 3-10.100 THROUGH 3-10.400, 5- 2.100, 5-3.100, 5-3.103, 5-4.102, 5-4.105 AND 5-4.202 OF, AND ADDING SECTIONS 3-10.500 AND 5-3.105 TO, THE MONTARA WATER AND SANITARY DISTRICT CODE RELATING TO SEWERAGE SERVICE DEFINITIONS, SEPARATE SIDE SEWER CONNECTIONS, SEWER CONNECTION PERMITS AND FEES, ACCESSORY DWELLING UNITS, WATER SERVICE DEFINITIONS, APPLICATIONS, REQUIRED CONNECTIONS, INDIVIDUAL METERING, MULTIPLE SERVICE AND MAIN FRONTAGE REQUIREMENTS; AND REVISING CORRESPONDING MASTER FEE SCHEDULE CATEGORIES

* * *

I HEREBY CERTIFY that the foregoing Ordinance No. ____ was duly and regularly adopted and passed by the Board of the Montara Water and Sanitary District, San Mateo County, California, at a Regular meeting thereof held on the 2nd day of December, 2021 by the following vote:

AYES, Directors

NOES, Directors:

ABSENT, Directors:

Secretary, Montara Water and Sanitary District



MONTARA WATER & SANITARY
DISTRICT

REGULAR BOARD OF DIRECTORS MEETING
November 4, 2021

MINUTES

THIS MEETING WAS HELD REMOTELY UNDER PARAGRAPH (1) OF SUBDIVISION (e) OF GOVERNMENT CODE SECTION 54953 DUE TO THE CURRENT PROCLAIMED STATE OF EMERGENCY. DIRECTORS, STAFF AND THE PUBLIC PARTICIPATED REMOTELY VIA THE APPLICATION ZOOM

REGULAR SESSION BEGAN AT 7:31 p.m.

CALL TO ORDER

ROLL CALL

Directors Present: Boyd, Dekker, Harvey, Lohman, and Slater-Carter

Directors Absent: none

Staff Present: Clemens Heldmaier, General Manager
District Clerk, Tracy Beardsley

Others Present: District Counsel, Christine Fitzgerald
District Sewer Engineer, Pippin Cavagnaro
District Water Engineer, Tanya Yurovski
Kastama Consulting, Alison Kastama

PRESIDENT'S STATEMENT –

If you look at our website, you can see the rainfall. We are still in a drought. But we have much to celebrate, as we got 0.57 inches of rain this month and last month

7.77 inches. So, on the year we have 8.08 inches and that is more than half of what we got last year. That is not enough, but this is great news.

ORAL COMMENTS

Director Lohman said the census occurred a while ago and due to the changes in population the Board of Supervisors and the County is in the process of creating new districts. The process has already started. Various maps have been presented and two maps have been presented to the Board of Supervisors. They will be deciding what the new districts will be. There is a group of unincorporated groups which includes the Coastside, that is trying to get the unincorporated people in one district because they have no representation except their supervisors. The Montara Water and Sanitary District (MWSD) will be asking people to support unifying the Coastside with the unincorporated areas to give them a voice in our County government. Information will be posted soon. This is important and will last ten years.

Michelle Dragony said she posted the meeting that the San Mateo County Redistricting Advisory Committee had. They came up with two maps. Both maps include the Coastside; one includes Pacifica and other is about the same as the one they have now. Those are the two maps the Advisory Committee have put forth to the Board of Supervisors. And they will make a decision on December 9th.

Director Lohman added that there is a 15-person commission and they only passed two maps to the Supervisors. One includes Pacifica and our District, and other maps can be submitted. The Board of Supervisors can do whatever they want. He encouraged the public to get involved. They are considered a community of interest because they have no representation anywhere except their supervisors.

Ann Rothman, Moss Beach resident, commented that the Mid-coast Community Council (MCC) is writing a letter and looking for unification of the Coast. MWSD might want to reach out to them.

General Manager Clemens Heldmaier replied that they also submitted a letter as well.

Ann Rothman said she is concerned about the required electrification in Half Moon Bay and the cost of conversion. This seems to be going the way of the County and puts more stress on the power grid. How will that affect the water system?

General Manager Clemens Heldmaier stated the water system runs on electricity already with diesel generators for back-up. They are prepared for PG&E outages.

Director Boyd added that the district has made provisions so that these services do not have to be put at risk when services that they count on, such as PG&E, can't bear up. In the long term, the electrification proposals are mostly focused on new construction and large remodels. He feels the intention is good and the impact is not as broad as the stronger concerns have voiced. If homeowners are required to retrofit their homes, there would be a great deal of public objections.

Director Lohman added that those laws are specifically in Half Moon Bay. They will also be contacting the MCC about the redistricting. They are looking for support from all the unincorporated areas in the County—not just the Coastside—to give them more strength and power. They want to unify all the unincorporated areas.

PUBLIC HEARING - none

CONSENT AGENDA

- 1. Approve Minutes for Regular Scheduled Board Meeting October 7, October 21, 2021.**
- 2. Approve Financial Statements for September 2021**
- 3. Approve Warrants for November 1, 2021**
- 4. SAM Flow Report for September 2021**
- 5. Monthly Review of Current Investment Portfolio**
- 6. Connection Permit Applications Received**
- 7. Monthly Water Production Report**
- 8. Rain Report**
- 9. Monthly Solar Energy Report**
- 10. Monthly Public Agency Retirement Service Report for August 2021**

Director Lohman made a motion to approve the Consent Agenda items 1-10, and Director Dekker seconded the motion. A roll-call vote was taken, and the motion passed unanimously 5-0.

OLD BUSINESS - none

NEW BUSINESS

- 1. Review and Possible Action Concerning Remote Meetings During Emergency Conditions Under Government Code Section 54953 of the Brown Act.**

General Manager Clemens Heldmaier stated that at the October 7th meeting they adopted a resolution to continue remote meetings. It has been 30 days, and they need to reassess if the circumstances of the State Emergency have changed or if the State Emergency continues and directly impacts the ability of the Board members to meet safely in-person. If the Board finds that this is the case, staff

recommends adopting the resolution authorizing remote teleconference meetings of the Board of Directors of the Montara Water and Sanitary District under Government code section 54953 of the Brown Act during existence of a State of Emergency conditions related to the COVID-19 pandemic.

Director Lohman said their current method is the wave of the future. There is more public participation and he looks forward to a hybrid meeting in the future.

Director Harvey said while he agrees with Director Lohman, they should not forego having occasional meetings in person, and seeing each other and the public face to face.

Director Lohman made a motion to adopt the resolution authorizing remote teleconference meetings of the Board of Directors of the Montara Water and Sanitary District under Government code section 54953 of the Brown Act during existence of a State of Emergency conditions related to the COVID-19 pandemic. Director Dekker seconded the motion. A roll-call vote was taken, and the motion passed unanimously 5-0.

2. Review and Possible Action Concerning San Mateo County Multijurisdictional Hazard Mitigation Plan Annex (MJHMP).

General Manager Clemens Heldmaier stated that SRT has been assisting them on navigating the County's MJHMP. District Water Engineer, Tanya Yurovsky will tell them about the program. Staff recommendation is to approve the resolution of the Montara Water and Sanitary District to approve the 2021 San Mateo County Multijurisdictional Local Hazard Mitigation Plan: Volume One-Planning Area Wide Elements and Volume Two- Montara Water and Sanitary District Annex Plan.

District Water Engineer Tanya Yurovski said that a few months ago the MJHMP was brought to the Board. It is led by the County. They renew their plan every five years. The mandate for this plan is the Disaster Mitigation Act of 2000. The County is updating its 2016 with the 2021 update. This time they were invited to participate. Last time, the district participated through the Association of Bay Area Governments. Tonight, they have brought this to the Board to get their concurrence with them to annex to the County's plan. This is an enormous document which incorporates the entire County. The cities usually have their own MJHMPs but the unincorporated areas are included. MWSD is a special district and will annex to the MJHMP with its entire geographic area and its facilities. This process included providing the necessary documents and projects. The premise of this document is for the ability to receive federal and state assistance should a disaster strike, pre-disaster and post-disaster mitigation. They believe in standing stronger together, and in this case, they are participating with a list of projects, and that is what the annex really is. Additionally, the District offered the Sewer Authority Mid-Coastside, as they could not participate in the MJHMP since it is not

a special district, to partner. So, they included some SAM projects in MWSD's annex. It would allow SAM to receive grant funding should that become available. The draft annex was sent to the County in July, the County assembled the whole plan with all the annexes and submitted to the California office of Emergency Services and FEMA for concurrent review on August 31, 2021. On October 13th FEMA approved the plan and it is now pending approval by the Supervisors in the planning partners governing bodies. In order to adopt the plan, the Board needs to adopt a resolution approving the annex and the plan itself. Then they collectively and individually become eligible for hazard mitigation project funding. This can be separately or with partners. There is no environmental review required and there is no fiscal impact to the annex. If they have the ability to apply for grants, they usually fund only a portion of the project, and it would be brought to the Board for any fiscal impact. Staff recommendation is to approve the 2021 San Mateo County Multijurisdictional Local Hazard Mitigation Plan Montara Water and Sanitary District Annex Plan. There are two Volumes: Volume One is for the planning area wide elements and Volume Two is the Annex itself for MWSD.

Director Lohman asked if there are any negatives about this.

District Water Engineer Tanya Yurovski replied that they could not find any negative points. If there was a disaster this would streamline any funding requested.

Director Slater-Carter added that at the CASA conference the importance of specific record keeping being able to get money back through reimbursement programs. She suggested staff be trained to ensure best practices. She thanked District Water Engineer Tanya Yurovski and General Manager Clemens Heldmaier for their work on this.

Director Boyd said pursuing this will cost the money that it takes for staff time to pursue it. This is price of going out for grant funding. This a reflection that they do this. They have heard the suggestions from the public, and they will step up with this.

Director Lohman made a motion to approve the 2021 San Mateo County Multijurisdictional Local Hazard Mitigation Plan: Volume One – Planning Area Wide Elements and Volume Two - Montara Water and Sanitary District Annex Plan. Director Dekker seconded the motion, and the motion passed unanimously 5-0.

REPORTS

1. Sewer Authority Mid-Coastside Meeting (SAM) (Slater-Carter)-

Director Lohman stated the Non-Domestic Waste Source Control program (NDWCSP), originally launched under SAM's jurisdiction, was the big item discussed at the meeting. It was determined, despite the many meetings and

presumption that this program would move forward to re-write the NDWCSP program to include all commercial businesses on the Coast. He is hoping it will not take too long, and add to the increasing delays, fines, costs, and regulatory threats looming. Right now, the plant is functioning and there are no issues, but they need to get this program going.

Director Boyd added the background. The SAM plant began experiencing some plant upsets, and it was determined that there were things coming into the plant putting a heavy biological oxygen demand (BOD) on the system at the sewer plant. Testing indicated possible sources were from the local breweries. The NDWCSP has been in place for a long time to ensure that businesses dispose of their waste properly.

Director Lohman added that testing indicated the source to be from the Princeton Harbor. However, there is no absolute evidence of any fault from anyone. A new plan is being drafted to equally test everyone on the Coastside, and Half Moon Bay wants to do their own testing. This program is in the SAM contract and the JPA, and it states that SAM will run the program. The immediate problem has gone away but this has to be resolved now.

Director Slater-Carter said that the source is in the manholes of the Princeton area. The BOD ratings from particular manholes point to specific inputs in the El Granada sewer system. It is not the Princeton pumpstation. All of sudden they have all these problems in October. MWSD wants to keep the original program, while it appears that Half Moon Bay and El Granada have other ideas. The SAM attorney mentioned that if they were to do that, a JPA amendment would be needed. This will cause more delays and may result in more fines from the regulators. A presentation was made to the El Granada Board with problems in their basic assumptions. The biggest problem is that there are two agencies that want to change the JPA. There is a history of votes and agreements. MWSD should not have to pay for the costs if the regulators come after SAM. They are already paying outrageous amounts of money for the biological and chemical oxygen demand issues. She encouraged everyone to watch the meeting.

Director Lohman added that MWSD is being sued by one of the other agencies, which is complicating matters.

Director Boyd said that if anyone from Half Moon Bay or El Granada is watching, it is worth asking what is the deal with taking a long-standing program, and saying they do not have to do what has been working so well, especially at a time when something new has been happening that will have regulatory enforcement consequences? The NDWCSP is about talking to people so they understand what they are putting in the system and things that might be problematic and working with them to ensure what they do works with what SAM does. It is about putting in the necessary safeguards to ensure the system is working for everyone.

General Manager Clemens Heldmaier feels that the SAM directors do not have the correct information in front of them to make the proper decisions, particularly at the last meeting. In October 2020, the SAM treatment plant experienced some upsets with the secondary treatment processes, and it continued repeatedly. These unusual variations in the biological and chemical oxygen demands are indicative of water quality issues. There were also filamentous bacteria found in the plant associated with specific industrial processes. These all interfere with the proper treatment of the sewage. This led to over 30 violations from the National Pollutant Discharge Elimination system permit. This is the permit that allows SAM to discharge water into the ocean. SAM will have to pay fines for these violations. Brown & Caldwell was hired to review the plant upsets and advise on ways to prevent the violations. They presented two recommendations to the Board: to address internal processing shortfalls at the SAM plant, which were addressed immediately, including adding an aeration basin to process BOD load; two, to look at the collection system NDWSCP to reduce the high loads. The NDWSCP program was established in 1994 and is part of the requirements from the Federal Funding agreement for the SAM expansion. The ordinances were confirmed by all member agencies. The program was updated and approved by SAM Board in 2019. There is a notion that the program has not been implemented since 2014, and this is incorrect. Many businesses are included in the program, the majority being restaurants and fall under the fats, oils, and grease (FOG) portion of the program. Some of the businesses that were not FOG related, was not enforced since 2014. So, in June 2021, SAM ramps up this program. It was brought to the SAM Board in July, August, September, and October. This is a significant delay. The agencies agreed and approved to continue the program as it was on September 27th. On October 21st, staff made a presentation questioning the expert opinions of the plant experts. Regardless of the source, these problems have to be addressed. After this meeting presentation, the Half Moon Bay and El Granada SAM reps voted against SAM's request for funding associated with the initial assessment of the non-FOG businesses (commercial businesses that do not fall into the fats, oils, grease category) that are producing sewage. This adds more delays within SAM. It appears that some agencies are not interesting in implementing the NDWSCP and it is concerning.

District Sewer Engineer Pippin Cavagnaro said the regulatory program, NDWSCP has been long standing and every agency has to have something like this. In the case of SAM, the federal funding for the expansion tied this requirement to it. Whether SAM has a problem or not, it is a federal and state requirement that they execute this program. They need to establish a relationship with all the businesses and make them aware that the treatment plant is affected by what they do. The presentation made in El Granada focused on one aspect of the entire process. A single perspective on a multifaceted process does not tell the whole story as to the difficulties. It is like baking, in that you have a pile of ingredients, but if you do not put them in at the right time, and things get mixed up in the wrong quantities, the end product doesn't come out right. It is the same thing at the treatment plant.

There is an entire process that happens and if something gets out of whack it could take time to reset it.

Director Slater-Carter added that in making sour dough, adding too much salt, or adding it too early will ruin it.

District Sewer Engineer Pippin Cavagnaro commented that 20-30 years ago, when dentists were removing mercury fillings, it caused a spike in mercury toxicity in sewage. It does not take a large quantity of something to cause a significant shift in pollution.

Director Boyd commented that people take for granted that everything will work. This is why it is so important that any business that has the potential to upset the plant, be in conversation with the people who run the plant. Montara has been quite clear that now is not the time to delay this program. Their partners at SAM need to stop standing in the way of executing a program that is all about communication.

Director Slater-Carter added that this is part of a sequence of steps. Some businesses may feel like they are being singled out, but that is not the case. Although this program has been in place for a long time, application of portions of it was relaxed. This program is not new. Please watch the SAM meeting on Monday.

2. Mid-Coast Community Council Meeting (Slater-Carter)

Ann Rothman said redistricting was discussed and eucalyptus tree removal and where they are being removed. The Connect-the-Coastside final draft is out and will be discussed at the next meeting.

Director Slater-Carter said that the Connect-the-Coastside report is on the Mid-Coast Community Council website. Take a look at it and write letters if you see anything that is concerning. This is important.

3. CSDA Report (Lohman) –

Director Lohman said the next meeting will be canceled as the new President wanted an opportunity to meet with districts. He is hoping to have a zoom meeting with her to discuss their redistricting proposals.

4. Local Agency Formation Commission (LAFCo) Report (Lohman) – none

5. Attorney's Report (Fitzgerald) - none

6. Directors' Report - none

7. General Manager's Report (Heldmaier) –

General Manager Clemens Heldmaier said he forgot to mention that MWSD is the first agency in San Mateo County to annex and adopt the resolution for the Local Hazard Mitigation Plan.

FUTURE AGENDAS

BRIEF RECESS at 9:02 pm

CONVENE IN CLOSED SESSION 9:09 pm

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Government Code § 54956.9(d)(1))

Case Names: *City of Half Moon Bay v. Granada Community Services District, et al. (Santa Clara County Super, Crt. No. 17CV316927)*

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

- Significant Exposure to Litigation pursuant to Paragraph (2) of subdivision (d) of Government Code §54956.9 (1 potential case)

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

- (Government Code §54956.9 (d)(4) Initiation of Litigation (1 potential case)

REPORT OF ACTION TAKEN IN CLOSED SESSION, IF ANY

ADJOURNMENT at 10:45 pm

The district has a curfew of 10:30 pm for all meetings. The meeting may be extending for one hour by vote of the Board.

Respectfully Submitted,

Signed _____
Secretary

Approved on the 2nd, December 2021

Signed _____
President

SAM NDWSCP Implementation Following NPDES Violations
MWSD 11/4/21

- The Sewer Authority Mid-Coastside's (SAM) consolidated sewer treatment plant has experienced repeated periodic upsets and interference with secondary treatment processes within the past year, starting October 2020.
- SAM documented unusual variations in Biological Oxygen Demand (BOD) throughout various treatment stages, exceeding the allowed discharge limits, resulting in over 30 violations of the State issued National Pollutant Discharge Elimination System permit (NPDES) since October 2020.
- State Regulators are in regular contact with SAM about the violations, are actively monitoring the corrective actions SAM is taking to prevent further violations and will set fines for each of the violations.
- SAM has consulted multiple treatment plant experts and further engaged a reputable firm, Brown and Caldwell, with plant process engineering knowledge to review the plant upsets and advise how to prevent further NPDES violations.
- SAM performed field tests that confirmed high levels of BOD in influent sewage, and excessive levels of BOD in sections of collection systems feeding into the SAM owned collection system.
- The Sewer Authority Mid-Coastside board of directors received multiple presentations by the consultant and received a final Technical Memorandum, "WWTP Capacity and Process Study" from Brown and Caldwell Engineers in August 2021.
- Brown and Caldwell recommend addressing plant internal processing shortfalls through several improvements, including the increase in number of aeration basins to the original plant design; Improvements that were integrated in this current fiscal year's budget.
- The report confirmed that the SAM plant did not have adequate capacity to treat current flow and loading and did not address a specific cause or source of the additional BOD load.
- Brown and Caldwell plant processing engineers recommend investigating the source of highly variable BOD loading entering the WWTP via a source control program.
- SAM has an existing Non-Domestic-Waste-Source-Control Program (NDWSCP) as condition to the federal funding agreement of the treatment plant expansion in 1994, established by Ordinance and adopted by all member agencies. The Program was updated and newly adopted by the SAM board in 2019.
- Most of the program addressing Fats, Oils and Grease (FOG) has been implemented since 1994. Half Moon Bay providing the FOG inspections directly since 3+ years. The non-FOG permit portion of the NDWSCP has not been enforced since 2014, with some exceptions.

- SAM staff started the implementation of the non-FOG commercial discharges in June 2021. The SAM board considered the implementation of the program in July, August, September and October 2021, effectively preventing SAM staff from the further implementation of the program.
- The SAM board directed staff with the implementation of the NDWSCP at the September 27, 2021 meeting in accordance with a member agency manager's agreed comprehensive approach that follows mainly the prior implementation protocol.
- On October 21 the GCSD board received a staff presentation questioning the provided plant process expert opinion on plant upsets.
- On October 25 the SAM board, by vote of GCSD's and HMB's representatives, did not approve SAM staff requested funding of the cost associated with the initial assessment of all businesses producing non-domestic sewage, adding further to the delayed implementation of needed source control within SAM.

SAM's mission statement is:

"SAM collects, transports, and treats wastewater for the Coastside community in order to cost effectively **protect public health and the environment**, while maximizing the conversion of wastewater and wastewater byproducts into usable resources".



MONTARA WATER & SANITARY
DISTRICT

REGULAR BOARD OF DIRECTORS MEETING
November 18, 2021

MINUTES

THIS MEETING WAS HELD REMOTELY UNDER PARAGRAPH (1) OF SUBDIVISION (e) OF GOVERNMENT CODE SECTION 54953 DUE TO THE CURRENT PROCLAIMED STATE OF EMERGENCY. DIRECTORS, STAFF AND THE PUBLIC PARTICIPATED REMOTELY VIA THE APPLICATION ZOOM

REGULAR SESSION BEGAN AT 7:32 p.m.

CALL TO ORDER

ROLL CALL

Directors Present: Dekker, Harvey, Lohman, and Slater-Carter

Directors Absent: Director Boyd

Staff Present: Clemens Heldmaier, General Manager
District Clerk, Tracy Beardsley

Others Present: District Counsel, Christine Fitzgerald
Kastama Consulting, Alison Kastama
Recology of the Coastside, General Manager Chris Porter
San Mateo Office of Sustainability, Jack Johnson

PRESIDENT'S STATEMENT – none

ORAL COMMENTS

Director Lohman stated that due to the census San Mateo County is currently redistricting itself. They have a 15-person commission, and had many public meetings. They focused on two options for new districts and were sent to the Board of Supervisors. The Board of Supervisors chose to ignore all public input, and decided to approve maps that are almost exactly as they are now. This will be in effect for the next ten years.

PUBLIC HEARING - none

CONSENT AGENDA - none

OLD BUSINESS - none

NEW BUSINESS

1. Information about SB1383 San Mateo County Edible Food Recovery Program.

General Manager Clemens Heldmaier stated that they have been discussing Senate Bill 1383 in the context of Recology's new services beginning January 2022. At the next meeting in December, they will adopt an ordinance that allows them to implement this plan as well as an MOU with the San Mateo County Office of Sustainability. A portion of this bill is to increase the edible food recovery in San Mateo County so everyone is required to participate or establish a program. The San Mateo Office of Sustainability stepped up providing leadership for agencies in the unincorporated areas in San Mateo County. Mr. Jack Johnson of the San Mateo Office of Sustainability is the County Senior Sustainability Specialist for waste reduction, and he is here to tell them about the program, as well as Chris Porter, General Manager of Recology to answer any questions.

Jack Johnson of San Mateo Office of Sustainability stated that they decided three and a half years ago that one countywide edible food recovery program made more sense than 23 individual ones for efficiency and economies of scale. They convened all the jurisdictions in San Mateo County and offered to run one, and they have been building the program up since then. Legislation requires every jurisdiction have an edible food recovery program. They are happy to help get Montara compliant and do the record keeping, recording, and coordinate with any edible food generators in the area and work with the district to make it happen.

Director Dekker said he was a bit confused, and thought Recology was handling the digestible items. In what way is Recology working with the County?

Jack Johnson of San Mateo Office of Sustainability said there is two types of food waste. Edible food recovery comes from grocery stores, wholesalers, schools, etc that is fit for consumption. This program is separate and distinct from the food waste that goes into your compostable collection, which Recology takes care of.

The Office of Sustainability oversees the edible food recovery which is different than what Recology is taking care of.

Director Dekker asked if they work with Second Harvest.

Jack Johnson of San Mateo County Office of Sustainability replied yes.

Director Slater-Carter asked what the costs are and who carries the insurance for the redistributed food if someone claims food born illness.

Jack Johnson of San Mateo Office of Sustainability replied that there is no charge for edible food recovery for the rate payers. If there are any food generators in Montara, there is no charge between the County and the edible food generators. There may be a charge between the edible food generators (defined as a grocery market, school, hospital, large hotel, restaurant, etc.) and the food recovery organizations for pick and redistribution.

General Manager of Recology Chris Porter said the one edible food generator in Montara Moss Beach is Farallone School, but they are not doing complete lunch and breakfast programs.

Jack Johnson of San Mateo Office of Sustainability said that if Farallone School is the only food generator, education and outreach will be overseen by his office, and enforcement will come from Cal-Recycle by the state in two years. Due to the Good Samaritan Law, if you have donated edible food in good faith to a non-profit, you are absolved of any responsibility for things that happen after the fact.

Director Slater-Carter asked who provides the defense if someone files a lawsuit?

Jack Johnson of San Mateo Office of Sustainability replied not MWSD.

Director Lohman added that any program that takes edible food and keeps it from becoming waste is a good thing for everyone. Since this won't cost anything, they can help out in outreach.

General Manager Clemens Heldmaier asked how do they find where the food ends up.

Jack Johnson of San Mateo Office of Sustainability replied that on the Coast the major partner they have is with the Pacifica Resource Center. They pick up and redistribute food in parts of Pacifica, Daly City and Colma. They have been in contact with Coastside Hope, and he hopes they will become one of their partners and serve the area of Montara south to Pescadero.

General Manager of Recology Chris Porter added that she is on the Board of the Pacifica Resource Center and she has already started discussions of the logistics of getting the food when it becomes available.

Director Dekker commented that Second Harvest distributes food every two weeks at the Ted Adcock Center in Half Moon Bay.

2. Review and Possible Action Concerning Water Main Extension Agreement for New Service Connection at 1490 Cypress, Montara, APN 036-261-180.

General Manager Clemens Heldmaier stated they have an application from the Morris family to extend the mainline on Sunshine Valley Road in Montara. Staff recommendation is to adopt the resolution approving the water main extension and authorizing execution of agreement for construction and acquisition of water main extension for the new water service connection project at 1490 Cypress Street, Montara, APN 036-261-180, under the conditions that the applicant will provide proof of insurance, payment bond and faithful performance bond in order to fully execute the agreement prior to construction of the water main.

Gregg Dieguez said he read the District Code and had some questions. For sewer laterals, maintenance, construction, installation, repair and replacement is the responsibility of the owner of the parcel served thereby. He understands it to be the perpetual responsibility of the homeowner for the sewer lateral. His question, conceptually, "What is the difference between an extension for a mainline water connection and a sewer lateral?" In this case, it also involves additional assets that serve only the property or properties connected. It will have additionally operation maintenance and perpetual asset replenishment costs. Yet, they are paying the same water rates as everyone else even though they create an extra burden on the rest of the rate payers if that asset is absorbed into the system. This Code as he understands it has the force of law, and is endorsed and created by the Board. Why does MWSD treat sewer laterals differently than mainline water extensions? They are approaching a million dollars in assets now in the last twelve months that the district has absorbed to serve new water customers and yet it is not getting the incremental revenue above for those expenses above and beyond the rates everyone else is paying.

General Manager Clemens Heldmaier said the Code describes the sewer lateral as the side sewer. The sewer main line is a shared pipe in the public right of way that follows the street, and the sewer lateral goes to the property serving only an individual home. The lateral transports sewage to the district owned mainline.

Gregg Dieguez said that he knows the side sewer is defined as the sewer inside the building and the lateral. He has read the Code. But, conceptually, MWSD doesn't absorb those costs into the district—those are the property owner's costs.

Yet the extra costs paid for a mainline extension are absorbed by the district and he doesn't understand why the Code doesn't treat it the same way. It looks like they are subsidizing growth at the expense of the existing rate payers. He will put his questions in writing.

General Manager Clemens Heldmaier said that the mainline is a common, shared community sewer which can serve more than one home with the ability to serve more in the future, while the sewer lateral is for an individual home.

Director Harvey added that this also applies to the water mains. They can serve more than one home, and is part of the district, and may serve more than one home in the future.

Gregg Dieguez replied that the Code says if the mainline serves more than one property you are entitled to a refund. It doesn't apply in this case or even Big Wave; it is just for their lot.

General Manager Clemens Heldmaier said that there is developable property along that mainline. If he goes back and reads the Code, if the homeowner wants to recover some of the costs for the installation, he/she would need to form a private agreement with the developer.

Director Slater-Carter asked if he is suggesting the district should not serve new development.

Gregg Dieguez replied that he is suggesting that all new development should pay all incremental costs for its service in perpetuity and the existing rate payers should not bear those extra costs.

Director Slater-Carter stated that she would appreciate if he could find some districts that do that, specifically in California. California has some specific rules that apply to public utilities, and they can't deny service to anyone unless there is a verifiable lack of service.

Gregg Dieguez replied that he will do that. Some public works agencies have extra charges for different service zones. So, there is this concept if you burden more you pay more.

Director Lohman made a motion to adopt of the resolution Approving Water Main Extension and Authorizing Execution of Agreement for Construction and Acquisition of Water Main Extension for the new water service connection project at 1490 Cypress Street, Montara, APN 036-261-180, under the conditions that the applicant will provide proof of insurance, payment bond and faithful performance bond in order to fully execute the agreement, prior to construction of the water main. Director Dekker seconded the motion, and the motion passed 4-0.

3. Review and Possible Action Concerning Approval of Well Maintenance.

General Manager Clemens Heldmaier stated this is a bundle of three proposals for work on our wells. MWSD does a lot of this type of work with smaller expenditures, but this one is larger. The first one is from Maggiora Brothers and is for the rebuild of the Alta Vista well wellhead. The well was installed around 2006 and in service 2007, and some of the metal portions of the wellhead are corroded and needs to be addressed. And in order to do this, the pump has to be pulled out, and it would be a good time to replace the pump, as it is the original one installed. It is expensive. In summary, this work requires a drill rig coming out, removing the old apertures and reinstalling new apertures. The wellhead will be built offsite to save time, and the well will be taken out of service for a short time. Next, is the quote for the Portola Four well. It was redrilled and deepened in 2017 and during that operation, the lower portion of the well collapsed. There is a chance the well may collapse going forward. However, Balance Hydrologics and MWSD believes it can be cleaned out, and put in service again with good results. If that fails, and the well collapses again, then in order to keep it in service, they would switch over to mud rotary drilling. That is very complicated and expensive. The better option is to try to fix the well. Portola One well is relatively close to Portola Four well, and could be an alternative to the Portola Four well, if the well collapses. They are proposing to rehabilitate and deepen the Portola One well to bring it back into service. They are pretty confident that this well will not collapse as it is in solid rock and no sand. MWSD would like to clean it out and drill a little deeper and bring it back in service. There may be additional costs associated with this. Balance Hydrologics should be present during the Portola One well re-drill, and the new apertures costs. They are also requesting to sole source the project to Maggiora Brothers. They worked with MWSD in the Montara Mountain aquifer, and are experienced with solid rock and have the proper equipment for this job. Staff recommends adoption of the Resolution of the Montara Water and Sanitary District Approving and Authorizing Waiver of Competitive Bidding for Well Maintenance Repairs, waive the formal bidding requirements on the ground that the personnel and associated equipment for the work are available from a sole source, approve contract documents and authorize General Manager to accept proposal and execute contract documents up to \$75,000 for the three well repairs.

Director Dekker asked if this approach was confirmed by SRT and Balance as the best way to go forward.

General Manager Clemens Heldmaier replied that Balance Hydrologics has the expertise to review the process and quotes, and SRT has also been informed and involved.

Director Lohman stated that since the Portola wells were close to his property is this a conflict of interest for him.

District Legal Counsel Christine Fitzgerald asked if his property was within 500 ft of the wells.

General Manager Clemens Heldmaier confirmed that the wells in question were not within 500 of his property.

Director Slater-Carter made a motion to Adopt the Resolution of the Montara Water and Sanitary District Approving and Authorizing Waiver of Competitive Bidding for Well Maintenance Repairs, waive the formal bidding requirements on the ground that the personnel and associated equipment for the work are available from a sole source, approve contract documents and authorize Manager to accept proposal and execute contract documents up to \$75,000 for the three well repairs. Director Lohman seconded the motion, and the motion passed 4-0.

4. Review and Possible Action Concerning San Mateo County “Connect the Coastside” Final Plan Draft.

General Manager Clemens Heldmaier stated the final draft of the Connect-the-Coastside was released. In January 2020 it goes to the Planning Commission, then the San Mateo County Board of Supervisors in Spring 2022. This is a long-term plan. MWSD has been working with the planners in reference to some of the improvements along Highway One in Montara and Moss Beach that may affect MWSD and SAM. They are concerned about the round-about planned on 16th Street and spent a lot of money to move the equipment out of the traveled right-of-way. Director Slater-Carter requested this item be agendaized and establish an AD hoc committee to follow the progress of this project. Staff recommendation is to establish an Ad-Hoc Committee to review and comment on plan developments on behalf of MWSD.

Gregg Dieguez said there have been some concerns by some members of the MCC that feel that Connect-the-Coastside is misguided, unnecessary, and expensive. They requested and have been granted the right to delay their comment into January. This plan is really long, and part of the process they used to create it was illegitimate. If they are putting three roundabouts in a one and a half mile stretch and a massive amount of work is needed to reroute, can this be used as an opportunity to reimagine the sewer facilities for the Coastside and get some funding in conjunction with the funding that will be raised? Maybe they can bundle in with that work, something that works for the betterment of the Mid-Coast in redoing sewer (maybe water). He thinks the AD-Hoc committee is a good idea, and they should stay in touch when it comes to what comments they want to register.

Director Slater-Carter stated that is a great idea and she looks forward to working with the MCC. This project is important to the infrastructure of Montara and Moss

Beach. She likes the idea of reimagining the sewer system and updating it. She thanked resident Ann Rothman for informing them of the Board of Supervisors meeting.

It was decided that Director Slater-Carter and Director Dekker be on the Ad-Hock committee.

Director Lohman reminded the Board that trillions of dollars were released for infrastructure improvements. Now is a good time to look for grants.

REPORTS

1. Sewer Authority Mid-Coastside Meeting (SAM) (Slater-Carter)-

Gregg Dieguez said Half Moon Bay delayed the establishment of the Non-Domestic Wastewater Control program.

Director Slater-Carter said that this has been delayed since July.

Director Lohman commented that all the General Managers agreed to move forward with the program which would include all businesses. Then at the meeting, Half Moon Bay and part of Granada said no. They said they will bring another plan to the next SAM meeting, which is Monday.

Director Slater-Carter said that Granada's Ordinance that relates to this is ambiguous, as opposed to Half Moon Bay and Montara's ordinance that has specific numbers on the amounts of things that can be put in the sewers. Those numbers were established in 1991. Somewhere along the line, GCSD amended their Ordinance. However, this seems to be causing some confusion for businesses. They need to all have identical ordinances for all four agencies so there can be no question as to what to expect. She thinks Granada is contributing to the problem and Montara's ratepayers should not be paying for all the delays.

Director Lohman added that the JPA stipulates how SAM is supposed to run the system. This means that each of the agencies can't do whatever they want. They can negotiate who has contact with the businesses, but it has to be under the umbrella of SAM.

Director Harvey added the ordinances already passed years ago.

Director Lohman commented the ordinances that have been passed, approved etc. and they have to follow that now, or change everything.

Gregg Dieguez mentioned the Pacifica sewer spill during the large storm in October. Half Moon Bay came within inches of overflowing, but thanks to the timely

installation of the wet weather project, SAM came out clean. What is the possibility of bringing in the regulators to step in and get this resolved? The rate payers of SAM are getting screwed by the commercial users and no one is doing anything about it.

Director Slater-Carter said the original wet weather project was supposed to be 600,000 gallons. However, due to Half Moon Bay, it ended up with much less storage. Having the extra 200,000 gallons, given the growth, would be a lifeboat to protect our communities and environment. Half Moon Bay has no storage. They rely on the IPS and their additional storage system.

2. Mid-Coast Community Council Meeting (Slater-Carter)

Gregg Dieguez said they have a scoping study for wildfire risk in El Granada, and extending areas. They will do their best to include the Martini Creek area and define the zone of influence to include all the eucalyptus in that area. He will keep them informed.

3. CSDA Report (Lohman) –

Director Lohman said the last meeting was canceled to give the President time to talk to each of the special districts and see what they want the meetings to be. They are having some issues with emails and notifications and are trying to resolve these problems.

4. Local Agency Formation Commission (LAFCo) Report (Lohman) –

Director Lohman said they approved another annexation from someone in an unincorporated area into a district and the audit was discussed. Martha Poyatos, the Executive Director, announced she will be retiring at the end of this year. The County will be looking for people. She has been with the County for 28 years, and has helped the Coastside quite a bit.

General Manager Clemens Heldmaier asked about her role with the County, as LAFCo is supposed to be completely independent of San Mateo County.

Director Lohman said that was Martha's main function and things that she has done has kept it totally separate. The actual recruitment has to go through the County manager, and LAFCo will have the authority to approve it. Other than sharing office space, she has worked her entire career keeping it something that the County and Board of Supervisors do not run. LAFCo has maintained its total independence; but the hiring will go through the County manager, and LAFCo will approve the hiring.

The directors commended Ms. Poyatos for her hard work, dedication, and contributions.

Director Lohman stated that a thank you letter will be sent.

5. Attorney's Report (Fitzgerald) - none

6. Directors' Report - none

7. General Manager's Report (Heldmaier) –

General Manager Clemens Heldmaier said that they have updated the phone system and it is a bit different.

FUTURE AGENDAS

- Public hearing – SMC County Edible Food Recovery Program MOU
- Public Hearing – Prop 218 Solid Waste Fees
- Public Hearing – Revisions to the Master Fee Schedule
- Code Amendments addressing requirements in regards to ADU's and SB9, SB10
- Temporary Changes to Vacation Payout and Scheduling due to COVID-19
- Receipt of FY 202-2021 Audit

BRIEF RECESS at 8:42 pm

CONVENE IN CLOSED SESSION 8:50 pm

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Government Code § 54956.9(d)(1))

Case Names: *City of Half Moon Bay v. Granada Community Services District, et al. (Santa Clara County Super, Crt. No. 17CV316927)*

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

- Significant Exposure to Litigation pursuant to Paragraph (2) of subdivision (d) of Government Code §54956.9 (1 potential case)

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

- (Government Code §54956.9 (d)(4) Initiation of Litigation (1 potential case)

REPORT OF ACTION TAKEN IN CLOSED SESSION, IF ANY

ADJOURNMENT at 9:30 pm

The district has a curfew of 10:30 pm for all meetings. The meeting may be extending for one hour by vote of the Board.

Respectfully Submitted,

Signed _____
Secretary

Approved on the 2nd, December 2021

Signed _____
President



MONTARA WATER AND SANITARY DISTRICT AGENDA

Prepared for the Meeting Of: **December 2, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens H. Heldmaier, General Manager

**SUBJECT: Unaudited Financial Statements – Executive
Summary**

Budget vs. Actual – Sewer July 2021 thru October 31, 2021 - Variances over \$2,000:

- 4400 Fees, \$15,806 above Budget – October 2021 mainline extension fees included \$6k payment received from Moss Beach Associates. Variance will balance as we progress through the year.
- 4610 Property Tax Receipts, \$109,217 above Budget – Property taxes collected outside of budgeted months. Large payment of \$107k received in August 2021.
- 4710 Sewer Service Charges, \$1,161,491 below Budget – Revenue received during July 2021 was accrued back to Fiscal Year 20-21. Budget divided evenly over twelve months. Variance will balance throughout the year.
- 4720 Sewer Service Refunds, Customers, \$4,119 above budget - Sewer service adjustment for customer who had water leak in July 2021.
- **Overall Total Operating Income for the period ending October 31, 2021 was \$1,038,937 below budget. Total income received to date is \$159,327.**
- 5190 Bank Fees, \$2,158 over Budget – Annual fee for I-Bank was paid in July.
- 5200 Board of Directors, \$26,200 below Budget – No election expenses paid to date.
- 5400 Legal, \$16,094 below Budget – Minimal costs paid per date. Variance will balance throughout Fiscal Year.
- 5510 Maintenance, Office, \$4,920 above Budget – Large expense of \$6,817 paid in October for Dry Rot repair to office.
- 5610 Accounting, \$6,000 below Budget – Due to timing.
- 5620 Audit, \$4,500 below Budget – Audit fees not billed yet.
- 5630 Consulting, \$8,048 below Budget – Due to timing.
- 5640 Data Services, \$7,116 above Budget – Large bill of \$8K paid in August for EDS parcel management.
- 5720 Telephone & Internet, \$3,205 above Budget – Variance will balance throughout Fiscal Year.
- 5800 Labor, \$5,265 below Budget – Management wages & payroll taxes lower than expected.



MONTARA WATER AND SANITARY DISTRICT AGENDA

Prepared for the Meeting Of: December 2, 2021

TO: BOARD OF DIRECTORS

FROM: Clemens H. Heldmaier, General Manager

- 6170 Claims, Property Damage, \$6,667 below Budget – No claims paid to date.
- 6200 Engineering, \$4,618 below Budget – Minimal costs paid to date.
- 6330 Facilities, \$2,646 below Budget – No landscaping fees paid yet.
- 6400 Pumping, \$6,337 below Budget – Minimal costs paid to date.
- 6600 Collection/Transmission, \$3,333 below Budget – No costs paid to date.
- 6910 SAM Collections, \$27,664 below Budget – Due to timing.
- 6940 SAM Maintenance, Collection Sys, \$9,160 below Budget – Due to timing.
- 6950 SAM Maintenance, Pumping, \$17,882 below Budget – Due to timing.
- **Overall Total Operating Expenses for the period ending October 31, 2021 were \$79,092 below Budget.**
- **Total overall Expenses for the period ending October 31, 2021 were \$132,282 below budget. For a net ordinary Income of -\$906,656 budget vs. actual. Actual net ordinary Income is -\$680,413.**
- 7100 Connection Fees, \$6,382 below Budget – No connection fees for new construction received to date.
- 7200 Interest Income, LAIF, \$13,426 below budget – Q1 allocation lower due to lower interest rates.
- 8000 CIP, \$233,337 below Budget – Minimal activity to date.
- 9200 I-Bank Loan, \$8,827 below Budget - Due to timing.



MONTARA WATER AND SANITARY DISTRICT AGENDA

Prepared for the Meeting Of: **December 2, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens H. Heldmaier, General Manager

Budget vs. Actual – Water July 2021 thru October 31, 2021 - Variances over \$2,000:

- 4610 Property Tax Receipts, \$109,217 above Budget – Property taxes collected outside of budgeted months. Large payment of \$107k received in August 2021.
- 4740 Testing Backflow, \$3,355 above Budget – Higher number of testing occurred.
- 4810 Water Sales, Domestic, \$34,446 below Budget – Difference mainly due to timing of collections.
- 4850 Water Sales Refunds, Customers, \$12,624 above Budget – Large refund of \$12K paid to Stephanie Lee for ADU project that was cancelled.
- **Overall Total Operating Income for the period ending October 31, 2021 was \$66,148 above budget. Total revenue received to date is \$708,815.**
- 5200 Board of Directors, \$26,200 below Budget – No election expenses paid to date.
- 5240 CDPH Fees, \$4,333 below Budget – No fees paid to date.
- 5400 Legal, \$31,206 below Budget – Minimal expenses paid to date.
- 5510 Maintenance, Office, \$5,318 above Budget - Large expense of \$6,817 paid in October for Dry Rot repair to office.
- 5530 Memberships, \$9,000 below Budget – No expenses paid to date.
- 5610 Accounting, \$6,000 below Budget – Due to timing.
- 5620 Audit, \$4,500 below Budget – Audit fees not billed yet.
- 5630 Consulting, \$7,860 below Budget – Due to timing.
- 5720 Telephone & Internet, \$3,143 above Budget - Variance will balance out further into fiscal year.
- 5800 Labor, \$45,678 below Budget – Difference due to timing in payment of workers compensation premiums which are paid on a quarterly basis, and Staff wages being lower than budgeted.
- 6170 Claims, Property Damage, \$3,333 below Budget – No costs paid to date.
- 6180 Communications, \$4,017 below Budget – Minimal costs paid to date.
- 6195 Education & Training, \$2,725 below Budget – Minimal costs paid to date.
- 6200 Engineering, \$29,578 below Budget – Minimal costs paid to date.
- 6330 Facilities, \$2,679 below Budget – Due to timing.
- 6400 Pumping, \$14,276 below Budget – Minimal costs to date.
- 6500 Supply, \$16,623 below Budget – Minimal costs to date.



MONTARA WATER AND SANITARY DISTRICT AGENDA

Prepared for the Meeting Of: **December 2, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens H. Heldmaier, General Manager

- 6600 Collection/Transmission, \$3,389 below Budget – Budget it divided evenly between twelve months, therefore, variance will balance throughout Fiscal Year.
- 6700 Treatment, \$3,771 above Budget – Larger costs than anticipated.
- 6800 Vehicles, \$2,767 below Budget – Lower costs than anticipated.
- **Overall Total Operating Expenses for the period ending October 31, 2021 were \$77,308 below Budget.**
- **Total overall Expenses for the period ending October 31, 2021 were \$212,928 below budget. For a net ordinary income of \$279,076 budgeted vs. actual. Actual net ordinary income is \$262,111.**
- 7100 Connection Fees, \$12,436 above Budget – Budget is divided evenly over twelve months. Variance will balance out throughout the fiscal year. One new connection in October 2021.
- 7600 Bond Revenues, G.O. \$323,425 below Budget – GO Bond revenue received in July and August were accrued back to FY 20-21.
- 8000 CIP, \$192,788 below Budget – More projects will begin later in fiscal year.
- 9100 GO Bond interest expense \$33,492 below Budget - Difference due to timing.
- 9150 SRF Loan, \$33,819 below Budget – Difference due to timing.

RECOMMENDATION:

This is for Board information only

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Sewer
 July through October 2021

	Jul - Oct 21	Sewer Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
4220 · Cell Tower Lease	26,617.12	25,740.00	877.12
4400 · Fees			
4410 · Administrative Fee (New Constr)	1,707.00	1,200.00	507.00
4420 · Administrative Fee (Remodel)	0.00	333.32	-333.32
4430 · Inspection Fee (New Constr)	1,614.00	1,166.68	447.32
4440 · Inspection Fee (Remodel)	0.00	333.32	-333.32
4450 · Mainline Extension Fees	6,000.00		
4460 · Remodel Fees	10,851.50	1,333.32	9,518.18
Total 4400 · Fees	20,172.50	4,366.64	15,805.86
4510 · Grants	136.00		
4610 · Property Tax Receipts	109,216.58	0.00	109,216.58
4710 · Sewer Service Charges	0.00	1,161,490.68	-1,161,490.68
4720 · Sewer Service Refunds, Customer	-5,785.92	-1,666.68	-4,119.24
4760 · Waste Collection Revenues	8,898.75	8,333.32	565.43
4990 · Other Revenue	71.52		
Total Income	159,326.55	1,198,263.96	-1,038,937.41
Gross Profit	159,326.55	1,198,263.96	-1,038,937.41
Expense			
5000 · Administrative			
5190 · Bank Fees	4,491.81	2,333.32	2,158.49
5200 · Board of Directors			
5210 · Board Meetings	750.00	1,000.00	-250.00
5220 · Director Fees	1,550.00	2,500.00	-950.00
5230 · Election Expenses	0.00	25,000.00	-25,000.00
Total 5200 · Board of Directors	2,300.00	28,500.00	-26,200.00
5250 · Conference Attendance	0.00	833.32	-833.32
5270 · Information Systems	395.00	1,333.32	-938.32
5300 · Insurance			
5310 · Fidelity Bond	0.00	166.68	-166.68
5320 · Property & Liability Insurance	1,176.00	1,666.68	-490.68
Total 5300 · Insurance	1,176.00	1,833.36	-657.36
5350 · LAFCO Assessment	0.00	833.32	-833.32
5400 · Legal			
5430 · General Legal	13,150.45	66,666.68	-53,516.23
5440 · Litigation	37,422.34		
Total 5400 · Legal	50,572.79	66,666.68	-16,093.89
5510 · Maintenance, Office	7,587.04	2,666.68	4,920.36
5540 · Office Supplies	397.79	2,166.68	-1,768.89
5550 · Postage	70.00	133.32	-63.32
5560 · Printing & Publishing	461.33	500.00	-38.67

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Sewer
 July through October 2021

	Jul - Oct 21	Sewer Budget	\$ Over Budget
5600 · Professional Services			
5610 · Accounting	7,000.00	13,000.00	-6,000.00
5620 · Audit	0.00	4,500.00	-4,500.00
5630 · Consulting	8,618.81	16,666.68	-8,047.87
5640 · Data Services	9,283.00	2,166.68	7,116.32
5650 · Labor & HR Support	854.00	833.32	20.68
5660 · Payroll Services	304.46	333.32	-28.86
Total 5600 · Professional Services	26,060.27	37,500.00	-11,439.73
5710 · San Mateo Co. Tax Roll Charges	0.00	66.68	-66.68
5720 · Telephone & Internet	9,871.52	6,666.68	3,204.84
5730 · Mileage Reimbursement	792.37	66.68	725.69
5740 · Reference Materials	0.00	0.00	0.00
5800 · Labor			
5810 · CalPERS 457 Deferred Plan	5,969.13	6,121.32	-152.19
5820 · Employee Benefits	14,182.24	14,607.68	-425.44
5830 · Disability Insurance	442.26	647.00	-204.74
5840 · Payroll Taxes	4,253.82	6,689.68	-2,435.86
5850 · PARS	5,835.59	5,978.68	-143.09
5900 · Wages			
5910 · Management	36,737.96	39,512.32	-2,774.36
5920 · Staff	46,688.94	46,886.00	-197.06
5930 · Staff Certification	700.00	600.00	100.00
5940 · Staff Overtime	1,253.44	113.32	1,140.12
Total 5900 · Wages	85,380.34	87,111.64	-1,731.30
5960 · Worker's Comp Insurance	612.19	785.00	-172.81
Total 5800 · Labor	116,675.57	121,941.00	-5,265.43
Total 5000 · Administrative	220,851.49	274,041.04	-53,189.55
6000 · Operations			
6170 · Claims, Property Damage	0.00	6,666.68	-6,666.68
6195 · Education & Training	0.00	333.32	-333.32
6200 · Engineering			
6220 · General Engineering	5,382.50	10,000.00	-4,617.50
Total 6200 · Engineering	5,382.50	10,000.00	-4,617.50
6320 · Equipment & Tools, Expensed	0.00	0.00	0.00
6330 · Facilities			
6335 · Alarm Services	1,020.87	1,666.68	-645.81
6337 · Landscaping	0.00	2,000.00	-2,000.00
Total 6330 · Facilities	1,020.87	3,666.68	-2,645.81
6400 · Pumping			
6410 · Pumping Fuel & Electricity	8,662.90	15,000.00	-6,337.10
Total 6400 · Pumping	8,662.90	15,000.00	-6,337.10

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Sewer
 July through October 2021

	Jul - Oct 21	Sewer Budget	\$ Over Budget
6600 · Collection/Transmission			
6660 · Maintenance, Collection System	0.00	3,333.32	-3,333.32
Total 6600 · Collection/Transmission	0.00	3,333.32	-3,333.32
6770 · Uniforms	0.00	66.68	-66.68
6800 · Vehicles			
6810 · Fuel	283.08	333.32	-50.24
6820 · Truck Equipment, Expensed	0.00	53.32	-53.32
6830 · Truck Repairs	52.07	333.32	-281.25
Total 6800 · Vehicles	335.15	719.96	-384.81
6900 · Sewer Authority Midcoastside			
6910 · SAM Collections	82,993.23	110,657.68	-27,664.45
6920 · SAM Operations	510,869.40	510,869.32	0.08
6940 · SAM Maintenance, Collection Sys	4,172.90	13,333.32	-9,160.42
6950 · SAM Maintenance, Pumping	5,451.01	23,333.32	-17,882.31
Total 6900 · Sewer Authority Midcoastside	603,486.54	658,193.64	-54,707.10
Total 6000 · Operations	618,887.96	697,980.28	-79,092.32
Total Expense	839,739.45	972,021.32	-132,281.87
Net Ordinary Income	-680,412.90	226,242.64	-906,655.54
Other Income/Expense			
Other Income			
7000 · Capital Account Revenues			
7100 · Connection Fees			
7110 · Connection Fees (New Constr)	0.00	33,333.32	-33,333.32
7120 · Connection Fees (Remodel)	43,618.50	16,666.68	26,951.82
Total 7100 · Connection Fees	43,618.50	50,000.00	-6,381.50
7200 · Interest Income - LAIF	6,574.03	20,000.00	-13,425.97
Total 7000 · Capital Account Revenues	50,192.53	70,000.00	-19,807.47
Total Other Income	50,192.53	70,000.00	-19,807.47
Other Expense			
8000 · Capital Improvement Program			
8075 · Sewer	402,108.61	635,445.00	-233,336.39
Total 8000 · Capital Improvement Program	402,108.61	635,445.00	-233,336.39

12:28 PM

11/09/21

Accrual Basis

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Sewer
July through October 2021

	Jul - Oct 21	Sewer Budget	\$ Over Budget
9000 · Capital Account Expenses			
9125 · PNC Equipment Lease Interest	4,206.41	4,069.08	137.33
9200 · I-Bank Loan	1,765.38	10,592.00	-8,826.62
Total 9000 · Capital Account Expenses	5,971.79	14,661.08	-8,689.29
Total Other Expense	408,080.40	650,106.08	-242,025.68
Net Other Income	-357,887.87	-580,106.08	222,218.21
Net Income	-1,038,300.77	-353,863.44	-684,437.33

Montara Water & Sanitary District Revenue & Expenditures Budget vs. Actual - Water

July through October 2021

	Jul - Oct 21	Water Budget		\$ Over Budget
Ordinary Income/Expense				
Income				
4220 · Cell Tower Lease	0.00		0.00	0.00
4400 · Fees				
4410 · Administrative Fee (New Constr)	1,707.00	1,666.68		40.32
4420 · Administrative Fee (Remodel)	569.00			
4430 · Inspection Fee (New Constr)	1,959.00	1,333.32		625.68
4440 · Inspection Fee (Remodel)	538.00	333.32		204.68
4450 · Mainline Extension Fees	0.00	1,000.00		-1,000.00
4460 · Remodel Fees	0.00	0.00		0.00
Total 4400 · Fees	4,773.00	4,333.32		439.68
4510 · Grants	136.00			
4610 · Property Tax Receipts	109,216.56	0.00		109,216.56
4740 · Testing, Backflow	9,355.00	6,000.00		3,355.00
4810 · Water Sales, Domestic	598,887.30	633,333.32		-34,446.02
4850 · Water Sales Refunds, Customer	-13,624.28	-1,000.00		-12,624.28
4990 · Other Revenue	71.51			
Total Income	708,815.09	642,666.64		66,148.45
Gross Profit	708,815.09	642,666.64		66,148.45
Expense				
5000 · Administrative				
5190 · Bank Fees	129.63	500.00		-370.37
5200 · Board of Directors				
5210 · Board Meetings	750.00	1,000.00		-250.00
5220 · Director Fees	1,550.00	2,500.00		-950.00
5230 · Election Expenses	0.00	25,000.00		-25,000.00
Total 5200 · Board of Directors	2,300.00	28,500.00		-26,200.00
5240 · CDPH Fees	0.00	4,333.32		-4,333.32
5250 · Conference Attendance	0.00	1,000.00		-1,000.00
5270 · Information Systems	395.00	1,666.68		-1,271.68
5300 · Insurance				
5310 · Fidelity Bond	0.00	166.68		-166.68
5320 · Property & Liability Insurance	0.00	1,666.68		-1,666.68
Total 5300 · Insurance	0.00	1,833.36		-1,833.36
5350 · LAFCO Assessment	0.00	1,000.00		-1,000.00
5400 · Legal				
5430 · General Legal	15,250.45	46,666.68		-31,416.23
5440 · Litigation	210.00			
Total 5400 · Legal	15,460.45	46,666.68		-31,206.23
5510 · Maintenance, Office	7,985.17	2,666.68		5,318.49
5530 · Memberships	0.00	9,000.00		-9,000.00
5540 · Office Supplies	397.81	2,166.68		-1,768.87
5550 · Postage	3,228.09	3,000.00		228.09
5560 · Printing & Publishing	461.31	1,666.68		-1,205.37

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Water
 July through October 2021

	Jul - Oct 21	Water Budget	\$ Over Budget
5600 · Professional Services			
5610 · Accounting	7,000.00	13,000.00	-6,000.00
5620 · Audit	0.00	4,500.00	-4,500.00
5630 · Consulting	10,473.77	18,333.32	-7,859.55
5640 · Data Services	899.50	2,166.68	-1,267.18
5650 · Labor & HR Support	854.00	666.68	187.32
5660 · Payroll Services	304.49	333.32	-28.83
Total 5600 · Professional Services	19,531.76	39,000.00	-19,468.24
5710 · San Mateo Co. Tax Roll Charges	0.00	0.00	0.00
5720 · Telephone & Internet	11,476.79	8,333.32	3,143.47
5730 · Mileage Reimbursement	792.36	500.00	292.36
5740 · Reference Materials	0.00	266.68	-266.68
5790 · Other Administrative	0.00	0.00	0.00
5800 · Labor			
5810 · CalPERS 457 Deferred Plan	14,162.15	14,687.68	-525.53
5820 · Employee Benefits	38,097.96	35,758.68	2,339.28
5830 · Disability Insurance	1,032.24	1,552.68	-520.44
5840 · Payroll Taxes	13,623.12	16,817.68	-3,194.56
5850 · PARS	12,249.61	12,794.32	-544.71
5900 · Wages			
5910 · Management	36,738.04	39,512.32	-2,774.28
5920 · Staff	140,374.51	175,642.32	-35,267.81
5930 · Staff Certification	3,700.00	3,800.00	-100.00
5940 · Staff Overtime	18,039.84	19,222.00	-1,182.16
5950 · Staff Standby	9,002.29	9,241.00	-238.71
Total 5900 · Wages	207,854.68	247,417.64	-39,562.96
5960 · Worker's Comp Insurance	2,933.84	6,603.32	-3,669.48
Total 5800 · Labor	289,953.60	335,632.00	-45,678.40
Total 5000 · Administrative	352,111.97	487,732.08	-135,620.11
6000 · Operations			
6160 · Backflow Prevention	93.49	333.32	-239.83
6170 · Claims, Property Damage	0.00	3,333.32	-3,333.32
6180 · Communications			
6185 · SCADA Maintenance	19.68	4,333.32	-4,313.64
6180 · Communications - Other	296.50		
Total 6180 · Communications	316.18	4,333.32	-4,017.14
6195 · Education & Training	275.00	3,000.00	-2,725.00
6200 · Engineering			
6220 · General Engineering	-1,387.50	6,666.68	-8,054.18
6230 · Water Quality Engineering	11,809.38	33,333.32	-21,523.94
Total 6200 · Engineering	10,421.88	40,000.00	-29,578.12
6320 · Equipment & Tools, Expensed	1,407.61	2,666.68	-1,259.07

Montara Water & Sanitary District Revenue & Expenditures Budget vs. Actual - Water

July through October 2021

	Water Jul - Oct 21	Water Budget	\$ Over Budget
6330 · Facilities			
6335 · Alarm Services	237.27	666.68	-429.41
6337 · Landscaping	2,750.00	5,000.00	-2,250.00
Total 6330 · Facilities	2,987.27	5,666.68	-2,679.41
6370 · Lab Supplies & Equipment	185.13	1,333.32	-1,148.19
6380 · Meter Reading	0.00	166.68	-166.68
6400 · Pumping			
6410 · Pumping Fuel & Electricity	20,827.67	30,000.00	-9,172.33
6420 · Pumping Maintenance, Generators	0.00	3,333.32	-3,333.32
6430 · Pumping Maintenance, General	0.00	1,666.68	-1,666.68
6440 · Pumping Equipment, Expensed	129.31	233.32	-104.01
Total 6400 · Pumping	20,956.98	35,233.32	-14,276.34
6500 · Supply			
6510 · Maintenance, Raw Water Mains	253.13	833.32	-580.19
6520 · Maintenance, Wells	624.36	5,000.00	-4,375.64
6530 · Water Purchases	0.00	11,666.68	-11,666.68
Total 6500 · Supply	877.49	17,500.00	-16,622.51
6600 · Collection/Transmission			
6610 · Hydrants	5,690.20	1,666.68	4,023.52
6620 · Maintenance, Water Mains	13,140.72	16,666.68	-3,525.96
6630 · Maintenance, Water Svc Lines	0.00	6,666.68	-6,666.68
6640 · Maintenance, Tanks	437.50	1,666.68	-1,229.18
6650 · Maint., Distribution General	3,556.00	3,333.32	222.68
6670 · Meters	5,119.70	1,333.32	3,786.38
Total 6600 · Collection/Transmission	27,944.12	31,333.36	-3,389.24
6700 · Treatment			
6710 · Chemicals & Filtering	13,982.25	6,666.68	7,315.57
6720 · Maintenance, Treatment Equip.	5,702.53	5,000.00	702.53
6730 · Treatment Analysis	5,752.61	10,000.00	-4,247.39
Total 6700 · Treatment	25,437.39	21,666.68	3,770.71
6770 · Uniforms	0.00	666.68	-666.68
6800 · Vehicles			
6810 · Fuel	1,604.15	2,333.32	-729.17
6820 · Truck Equipment, Expensed	0.00	666.68	-666.68
6830 · Truck Repairs	295.07	1,666.68	-1,371.61
Total 6800 · Vehicles	1,899.22	4,666.68	-2,767.46
6890 · Other Operations	1,790.60		
Total 6000 · Operations	94,592.36	171,900.04	-77,307.68
Total Expense	446,704.33	659,632.12	-212,927.79
Net Ordinary Income	262,110.76	-16,965.48	279,076.24

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Water

July through October 2021

	Jul - Oct 21	Water Budget	\$ Over Budget
Other Income/Expense			
Other Income			
7000 · Capital Account Revenues			
7100 · Connection Fees			
7110 · Connection Fees (New Constr)	20,815.00	33,333.32	-12,518.32
7130 · Conn. Fees, PFP (New Constr)	41,620.65	16,666.68	24,953.97
Total 7100 · Connection Fees	62,435.65	50,000.00	12,435.65
7600 · Bond Revenues, G.O.	4,423.92	327,848.68	-323,424.76
7650 · Water System Reliability	0.00	0.00	0.00
Total 7000 · Capital Account Revenues	66,859.57	377,848.68	-310,989.11
Total Other Income	66,859.57	377,848.68	-310,989.11
Other Expense			
8000 · Capital Improvement Program			
8100 · Water	206,795.48	399,583.32	-192,787.84
Total 8000 · Capital Improvement Program	206,795.48	399,583.32	-192,787.84
9000 · Capital Account Expenses			
9100 · Interest Expense - GO Bonds	6,698.26	40,190.00	-33,491.74
9125 · PNC Equipment Lease Interest	3,550.31	4,069.08	-518.77
9150 · SRF Loan	0.00	33,819.00	-33,819.00
9210 · Conservation Program/Rebates	500.00	0.00	500.00
Total 9000 · Capital Account Expenses	10,748.57	78,078.08	-67,329.51
Total Other Expense	217,544.05	477,661.40	-260,117.35
Net Other Income	-150,684.48	-99,812.72	-50,871.76
Net Income	111,426.28	-116,778.20	228,204.48

Montara Water & Sanitary District

Funds Balance Sheet

As of October 31, 2021

11/9/21

Accrual Basis

	Sewer	Water	TOTAL
ASSETS			
Current Assets			
Checking/Savings			
Sewer - Bank Accounts			
Wells Fargo Operating - Sewer	2,862,974.00	0.00	2,862,974.00
LAIIF Investment Fund			
Capital Reserve	4,015,553.22	0.00	4,015,553.22
Connection Fees Reserve	194,600.00	0.00	194,600.00
Operating Reserve	406,882.00	0.00	406,882.00
Total LAIF Investment Fund	4,617,035.22	0.00	4,617,035.22
Total Sewer - Bank Accounts	7,480,009.22	0.00	7,480,009.22
Water - Bank Accounts			
Wells Fargo Operating - Water	0.00	951,916.00	951,916.00
Capital Reserve	0.00	398,249.00	398,249.00
Operating Reserve	0.00	46,009.00	46,009.00
SRF Reserve	0.00	48,222.00	48,222.00
Restricted Cash			
2020 GO Bonds Fund - Chase	0.00	632,946.29	632,946.29
Connection Fees Reserve	0.00	253,020.00	253,020.00
Total Restricted Cash	0.00	885,966.29	885,966.29
Total Water - Bank Accounts	0.00	2,330,362.29	2,330,362.29
Total Checking/Savings	7,480,009.22	2,330,362.29	9,810,371.51
Accounts Receivable			
Sewer - Accounts Receivable			
Accounts Receivable	-3,568.22	0.00	-3,568.22
Property Tax Receivable	431.15	0.00	431.15
Sewer - Accounts Receivable - Other	-10,061.79	0.00	-10,061.79
Total Sewer - Accounts Receivable	-13,198.86	0.00	-13,198.86
Water - Accounts Receivable			
Accounts Receivable	0.00	2,153.14	2,153.14
Accounts Rec. - Backflow	0.00	22,318.11	22,318.11
Accounts Rec. - Water Residents	0.00	171,540.98	171,540.98
Property Tax Receivable	0.00	431.15	431.15
Unbilled Water Receivables	0.00	249,060.61	249,060.61
Total Water - Accounts Receivable	0.00	445,503.99	445,503.99
Total Accounts Receivable	-13,198.86	445,503.99	432,305.13
Other Current Assets			
Maint/Parts Inventory			
	0.00	42,656.32	42,656.32
Total Other Current Assets	0.00	42,656.32	42,656.32
Total Current Assets	7,466,810.36	2,818,522.60	10,285,332.96
Fixed Assets			
Sewer - Fixed Assets			
General Plant	6,981,264.99	0.00	6,981,264.99
Land	5,000.00	0.00	5,000.00
Other Capital Improv.			
Sewer-Original Cost	685,599.18	0.00	685,599.18
Other Cap. Improv.	2,564,810.39	0.00	2,564,810.39
Total Other Capital Improv.	3,250,409.57	0.00	3,250,409.57
Seal Cove Collection System	995,505.00	0.00	995,505.00
Sewage Collection Facility			
Collection Facility - Org. Cost	1,349,064.00	0.00	1,349,064.00
Collection Facility - Other	3,991,243.33	0.00	3,991,243.33
Total Sewage Collection Facility	5,340,307.33	0.00	5,340,307.33
Treatment Facility	244,539.84	0.00	244,539.84
Accumulated Depreciation	-9,831,527.00	0.00	-9,831,527.00
Total Sewer - Fixed Assets	6,985,499.73	0.00	6,985,499.73

Montara Water & Sanitary District
Funds Balance Sheet
As of October 31, 2021

11/9/21

Accrual Basis

Water - Fixed Assets			
General Plant	0.00	28,621,510.27	28,621,510.27
Land & Easements	0.00	734,500.00	734,500.00
Surface Water Rights	0.00	300,000.00	300,000.00
Water Meters	0.00	1,058,985.00	1,058,985.00
Fixed Assets - Other	0.00	48,171.78	48,171.78
Accumulated Depreciation	0.00	-13,818,078.00	-13,818,078.00
Total Water - Fixed Assets	<u>0.00</u>	<u>16,945,089.05</u>	<u>16,945,089.05</u>
Total Fixed Assets	6,985,499.73	16,945,089.05	23,930,588.78
Other Assets			
Sewer - Other Assets			
Def'd Amts Related to Pensions	89,022.00	0.00	89,022.00
Joint Power Authority			
SAM - Orig Collection Facility	981,592.00	0.00	981,592.00
SAM - Expansion	1,705,955.08	0.00	1,705,955.08
Total Joint Power Authority	<u>2,687,547.08</u>	<u>0.00</u>	<u>2,687,547.08</u>
Total Sewer - Other Assets	2,776,569.08	0.00	2,776,569.08
Water - Other Assets			
Def'd Amts Related to Pensions	0.00	172,205.00	172,205.00
Due from Sewer	0.00	1,015,460.68	1,015,460.68
Total Water - Other Assets	<u>0.00</u>	<u>1,187,665.68</u>	<u>1,187,665.68</u>
Total Other Assets	2,776,569.08	1,187,665.68	3,964,234.76
TOTAL ASSETS	<u><u>17,228,879.17</u></u>	<u><u>20,951,277.33</u></u>	<u><u>38,180,156.50</u></u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable - Sewer	370,511.46	0.00	370,511.46
Accounts Payable - Water	0.00	102,365.68	102,365.68
Total Accounts Payable	370,511.46	102,365.68	472,877.14
Other Current Liabilities			
Water - Net Pension Liability	0.00	-53,067.00	-53,067.00
Sewer - Net Pension Liability	-28,484.00	0.00	-28,484.00
Sewer - Current Liabilities			
Accrued Vacations	9,338.91	0.00	9,338.91
Deposits Payable	16,474.18	0.00	16,474.18
Interest Payable	656.12	0.00	656.12
PNC Equip. Loan - S/T	46,013.74	0.00	46,013.74
Total Sewer - Current Liabilities	<u>72,482.95</u>	<u>0.00</u>	<u>72,482.95</u>
Water - Current Liabilities			
Accrued Vacations	0.00	19,013.16	19,013.16
Construction Deposits Payable	0.00	-232.34	-232.34
Deposits Payable	0.00	-27,478.47	-27,478.47
GO Bonds - S/T	0.00	454,157.20	454,157.20
PFP Water Deposits	0.00	4,302.50	4,302.50
PNC Equip. Loan - S/T	0.00	46,013.69	46,013.69
SRF Loan Payable X109 - Current	0.00	176,456.25	176,456.25
Temporary Construction Meter	0.00	31,230.29	31,230.29
Total Water - Current Liabilities	<u>0.00</u>	<u>703,462.28</u>	<u>703,462.28</u>
Payroll Liabilities			
Employee Benefits Payable	13,813.62	0.00	13,813.62
Total Payroll Liabilities	<u>13,813.62</u>	<u>0.00</u>	<u>13,813.62</u>
Total Other Current Liabilities	<u>57,812.57</u>	<u>650,395.28</u>	<u>708,207.85</u>
Total Current Liabilities	428,324.03	752,760.96	1,181,084.99
Long Term Liabilities			
Sewer - Long Term Liabilities			
Due to Water Fund	1,015,460.68	0.00	1,015,460.68
Accrued Vacations	25,210.09	0.00	25,210.09
I-Bank Loan	662,792.83	0.00	662,792.83
PNC Equip. Loan - L/T	353,643.77	0.00	353,643.77
Total Sewer - Long Term Liabilities	<u>2,057,107.37</u>	<u>0.00</u>	<u>2,057,107.37</u>

Montara Water & Sanitary District
Funds Balance Sheet
As of October 31, 2021

11/9/21

Accrual Basis

Water - Long Term Liabilities			
2020 GO Bonds	0.00	6,145,071.11	6,145,071.11
Accrued Vacations	0.00	35,865.94	35,865.94
PNC Equip. Loan - L/T	0.00	353,643.83	353,643.83
SRF Loan Payable - X109	0.00	2,698,677.87	2,698,677.87
	<hr/>		
Total Water - Long Term Liabilities	0.00	9,233,258.75	9,233,258.75
Deferred Inflows (Pensions)			
Sewer	19,149.00	0.00	19,149.00
Water	0.00	35,547.00	35,547.00
	<hr/>		
Total Deferred Inflows (Pensions)	19,149.00	35,547.00	54,696.00
	<hr/>		
Total Long Term Liabilities	2,076,256.37	9,268,805.75	11,345,062.12
Total Liabilities	2,504,580.40	10,021,566.71	12,526,147.11
Equity			
Sewer - Equity Accounts			
Capital Assets Net	3,408,252.20	0.00	3,408,252.20
Fund Balance - Unrestricted	8,646,292.87	0.00	8,646,292.87
Retained Earnings	94,351.69	0.00	94,351.69
	<hr/>		
Total Sewer - Equity Accounts	12,148,896.76	0.00	12,148,896.76
Water - Equity Accounts			
Capital Assets Net	0.00	2,868,858.70	2,868,858.70
Restricted Debt Service	0.00	1,384,997.90	1,384,997.90
Unrestricted	0.00	-1,562,801.59	-1,562,801.59
Retained Earnings	0.00	-94,351.69	-94,351.69
	<hr/>		
Total Water - Equity Accounts	0.00	2,596,703.32	2,596,703.32
Equity Adjustment Account	3,613,702.78	8,221,581.02	11,835,283.80
Net Income	-1,038,300.77	111,426.28	-926,874.49
	<hr/>		
Total Equity	14,724,298.77	10,929,710.62	25,654,009.39
	<hr/>		
TOTAL LIABILITIES & EQUITY	17,228,879.17	20,951,277.33	38,180,156.50

Montara Water & Sanitary District
Restricted and Non Restricted Cash Assets
July 2021 through June 2022

Year to Date Cash Information	July	August	September	October	November	December	January	February	March	April	May	June	Target Reserves	\$ Over/(Under) Targets	% Over/Under Targets
Sewer - Operations															
Wells Fargo Operating - Sewer	3,536,057.78	3,089,496.88	2,830,027.26	2,862,974.00											
Sewer - Reserve Accounts															
LAIF -															
Capital Reserve	4,012,743.50	4,012,743.50	4,012,743.50	4,015,553.22									3,015,825.00	996,918.50	133%
Connection Fees Reserve	194,600.00	194,600.00	194,600.00	194,600.00									150,000.00	44,600.00	130%
Operating Reserve	406,882.00	406,882.00	406,882.00	406,882.00									486,261.00	(79,379.00)	84%
Sub-total	4,614,225.50	4,614,225.50	4,614,225.50	4,617,035.22	-	-	-	-	-	-	-	-			
Water - Operations															
Wells Fargo Operating - Water	904,988.43	920,081.06	935,565.86	951,916.00									329,816.00	575,172.43	274%
Water - Reserve Accounts															
Wells Fargo Bank-															
Capital Reserve	398,249.00	398,249.00	398,249.00	398,249.00									1,948,750.00	(1,550,501.00)	20%
Connection Fees Reserve	253,020.00	253,020.00	253,020.00	253,020.00									150,000.00	103,020.00	169%
SRF Reserve	48,222.00	48,222.00	48,222.00	48,222.00									48,222.00	-	100%
Additional Reserve	46,009.00	46,009.00	46,009.00	46,009.00											
Sub-total	745,500.00	745,500.00	745,500.00	745,500.00	-	-	-	-	-	-	-	-			
Water - Restricted accounts															
JP Morgan Chase - Water															
2020 GO Bonds Fund	1,117,227.94	625,455.15	625,455.15	632,946.29	-	-	-	-	-	-	-	-			
First Republic Bank - Water															
GO Bonds Fund	3,883.92	3,853.92	3,823.92	-	-	-	-	-	-	-	-	-			
Sub-total	3,883.92	3,853.92	3,823.92	-	-	-	-	-	-	-	-	-			
Total Cash and equivalents	10,921,883.57	9,998,612.51	9,754,597.69	9,810,371.51	-	-	-	-	-	-	-	-			

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Sewer
July 2021 through June 2022

													TOTAL			
	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Jul '21 - Jun 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense																
Income																
4220 · Cell Tower Lease	6,654.28	6,654.28	6,654.28	6,654.28									26,617.12	77,220.00	-50,602.88	34.47%
4400 · Fees																
4410 · Administrative Fee (New Constr)		1,138.00		569.00									1,707.00	3,600.00	-1,893.00	47.42%
4420 · Administrative Fee (Remodel)														1,000.00	-1,000.00	
4430 · Inspection Fee (New Constr)		1,076.00		538.00									1,614.00	3,500.00	-1,886.00	46.11%
4440 · Inspection Fee (Remodel)														1,000.00	-1,000.00	
4450 · Mainline Extension Fees				6,000.00									6,000.00			
4460 · Remodel Fees	1,891.00	694.00	7,468.50	798.00									10,851.50	4,000.00	6,851.50	271.29%
Total 4400 · Fees	1,891.00	2,908.00	7,468.50	7,905.00									20,172.50	13,100.00	7,072.50	153.99%
4510 · Grants		136.00											136.00			
4610 · Property Tax Receipts		107,781.16	1,214.48	220.94									109,216.58	277,750.00	-168,533.42	39.32%
4710 · Sewer Service Charges														3,484,472.00	-3,484,472.00	
4720 · Sewer Service Refunds, Customer	-5,785.92												-5,785.92	-5,000.00	-785.92	115.72%
4760 · Waste Collection Revenues	1,053.19	3,584.83	912.03	3,348.70									8,898.75	25,000.00	-16,101.25	35.6%
4990 · Other Revenue				71.52									71.52			
Total Income	3,812.55	121,064.27	16,249.29	18,200.44									159,326.55	3,872,542.00	-3,713,215.45	4.11%
Gross Profit	3,812.55	121,064.27	16,249.29	18,200.44									159,326.55	3,872,542.00	-3,713,215.45	4.11%
Expense																
5000 · Administrative																
5190 · Bank Fees	2,739.72	575.21	608.21	568.67									4,491.81	7,000.00	-2,508.19	64.17%
5200 · Board of Directors																
5210 · Board Meetings		300.00	450.00										750.00	3,000.00	-2,250.00	25.0%
5220 · Director Fees		987.50	562.50										1,550.00	7,500.00	-5,950.00	20.67%
5230 · Election Expenses														75,000.00	-75,000.00	
Total 5200 · Board of Directors		1,287.50	1,012.50										2,300.00	85,500.00	-83,200.00	2.69%
5250 · Conference Attendance														2,500.00	-2,500.00	
5270 · Information Systems		332.50	62.50										395.00	4,000.00	-3,605.00	9.88%
5300 · Insurance																
5310 · Fidelity Bond														500.00	-500.00	
5320 · Property & Liability Insurance	1,176.00												1,176.00	5,000.00	-3,824.00	23.52%
Total 5300 · Insurance	1,176.00												1,176.00	5,500.00	-4,324.00	21.38%
5350 · LAFCO Assessment														2,500.00	-2,500.00	
5400 · Legal																
5420 · Meeting Attendance, Legal																
5430 · General Legal		5,378.00	7,772.45										13,150.45	200,000.00	-186,849.55	6.58%
5440 · Litigation		27,870.23	9,552.11										37,422.34			
Total 5400 · Legal		33,248.23	17,324.56										50,572.79	200,000.00	-149,427.21	25.29%
5510 · Maintenance, Office		260.00	310.00	7,017.04									7,587.04	8,000.00	-412.96	94.84%
5530 · Memberships																
5540 · Office Supplies		363.41	34.38										397.79	6,500.00	-6,102.21	6.12%
5550 · Postage		70.00											70.00	400.00	-330.00	17.5%
5560 · Printing & Publishing	46.90	370.44	43.99										461.33	1,500.00	-1,038.67	30.76%

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Sewer
July 2021 through June 2022

													TOTAL			
	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Jul '21 - Jun 22	Budget	\$ Over Budget	% of Budget
5600 · Professional Services																
5610 · Accounting		1,900.00	5,100.00										7,000.00	39,000.00	-32,000.00	17.95%
5620 · Audit														13,500.00	-13,500.00	
5630 · Consulting	5,148.83	409.78	3,060.20										8,618.81	50,000.00	-41,381.19	17.24%
5640 · Data Services	899.50	8,383.50											9,283.00	6,500.00	2,783.00	142.82%
5650 · Labor & HR Support	213.50	213.50	427.00										854.00	2,500.00	-1,646.00	34.16%
5660 · Payroll Services	73.48	75.33	77.18	78.47									304.46	1,000.00	-695.54	30.45%
Total 5600 · Professional Services	6,335.31	10,982.11	8,664.38	78.47									26,060.27	112,500.00	-86,439.73	23.17%
5710 · San Mateo Co. Tax Roll Charges														200.00	-200.00	
5720 · Telephone & Internet	3,033.81	3,391.66	3,446.05										9,871.52	20,000.00	-10,128.48	49.36%
5730 · Mileage Reimbursement		70.20	722.17										792.37	200.00	592.37	396.19%
5740 · Reference Materials																
5800 · Labor																
5810 · CalPERS 457 Deferred Plan	1,511.73	1,515.71	1,490.85	1,450.84									5,969.13	18,364.00	-12,394.87	32.51%
5820 · Employee Benefits	3,545.56	3,545.56	7,091.12										14,182.24	43,823.00	-29,640.76	32.36%
5830 · Disability Insurance	147.42	147.42	147.42										442.26	1,941.00	-1,498.74	22.79%
5840 · Payroll Taxes	1,084.62	1,088.97	1,061.98	1,018.25									4,253.82	20,069.00	-15,815.18	21.2%
5850 · PARS	1,460.40	1,470.93	1,470.94	1,433.32									5,835.59	17,936.00	-12,100.41	32.54%
5900 · Wages																
5910 · Management	9,178.24	9,178.24	9,190.74	9,190.74									36,737.96	118,537.00	-81,799.04	30.99%
5920 · Staff	11,674.71	11,900.44	11,825.20	11,288.59									46,688.94	140,658.00	-93,969.06	33.19%
5930 · Staff Certification	175.00	175.00	175.00	175.00									700.00	1,800.00	-1,100.00	38.89%
5940 · Staff Overtime	588.74	419.81	139.94	104.95									1,253.44	340.00	913.44	368.66%
Total 5900 · Wages	21,616.69	21,673.49	21,330.88	20,759.28									85,380.34	261,335.00	-175,954.66	32.67%
5960 · Worker's Comp Insurance				612.19									612.19	2,355.00	-1,742.81	26.0%
Total 5800 · Labor	29,366.42	29,442.08	32,593.19	25,273.88									116,675.57	365,823.00	-249,147.43	31.89%
Total 5000 · Administrative	42,698.16	80,393.34	64,821.93	32,938.06									220,851.49	822,123.00	-601,271.51	26.86%
6000 · Operations																
6170 · Claims, Property Damage														20,000.00	-20,000.00	
6195 · Education & Training														1,000.00	-1,000.00	
6200 · Engineering																
6220 · General Engineering	570.00	347.50	3,325.00	1,140.00									5,382.50	30,000.00	-24,617.50	17.94%
Total 6200 · Engineering	570.00	347.50	3,325.00	1,140.00									5,382.50	30,000.00	-24,617.50	17.94%
6320 · Equipment & Tools, Expensed																
6330 · Facilities																
6335 · Alarm Services	127.02	391.80	502.05										1,020.87	5,000.00	-3,979.13	20.42%
6337 · Landscaping														6,000.00	-6,000.00	
Total 6330 · Facilities	127.02	391.80	502.05										1,020.87	11,000.00	-9,979.13	9.28%
6400 · Pumping																
6410 · Pumping Fuel & Electricity	3,107.16		5,555.74										8,662.90	45,000.00	-36,337.10	19.25%
Total 6400 · Pumping	3,107.16		5,555.74										8,662.90	45,000.00	-36,337.10	19.25%
6600 · Collection/Transmission																
6660 · Maintenance, Collection System														10,000.00	-10,000.00	
Total 6600 · Collection/Transmission														10,000.00	-10,000.00	
6770 · Uniforms														200.00	-200.00	

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Sewer
July 2021 through June 2022

													TOTAL			
	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Jul '21 - Jun 22	Budget	\$ Over Budget	% of Budget
6800 · Vehicles																
6810 · Fuel				283.08									283.08	1,000.00	-716.92	28.31%
6820 · Truck Equipment, Expensed														160.00	-160.00	
6830 · Truck Repairs				52.07									52.07	1,000.00	-947.93	5.21%
Total 6800 · Vehicles				335.15									335.15	2,160.00	-1,824.85	15.52%
6900 · Sewer Authority Midcoastside																
6910 · SAM Collections		27,664.41	27,664.41	27,664.41									82,993.23	331,973.00	-248,979.77	25.0%
6920 · SAM Operations	127,717.35	127,717.35	127,717.35	127,717.35									510,869.40	1,532,608.00	-1,021,738.60	33.33%
6940 · SAM Maintenance, Collection Sys				4,172.90									4,172.90	40,000.00	-35,827.10	10.43%
6950 · SAM Maintenance, Pumping		5,451.01											5,451.01	70,000.00	-64,548.99	7.79%
Total 6900 · Sewer Authority Midcoastside	127,717.35	160,832.77	155,381.76	159,554.66									603,486.54	1,974,581.00	-1,371,094.46	30.56%
Total 6000 · Operations	131,521.53	161,572.07	164,764.55	161,029.81									618,887.96	2,093,941.00	-1,475,053.04	29.56%
Total Expense	174,219.69	241,965.41	229,586.48	193,967.87									839,739.45	2,916,064.00	-2,076,324.55	28.8%
Net Ordinary Income	-170,407.14	-120,901.14	-213,337.19	-175,767.43									-680,412.90	956,478.00	-1,636,890.90	-71.14%
Other Income/Expense																
Other Income																
7000 · Capital Account Revenues																
7100 · Connection Fees																
7110 · Connection Fees (New Constr)														100,000.00	-100,000.00	
7120 · Connection Fees (Remodel)		12,924.00		30,694.50									43,618.50	50,000.00	-6,381.50	87.24%
Total 7100 · Connection Fees		12,924.00		30,694.50									43,618.50	150,000.00	-106,381.50	29.08%
7200 · Interest Income - LAIF	3,764.31			2,809.72									6,574.03	40,000.00	-33,425.97	16.44%
Total 7000 · Capital Account Revenues	3,764.31	12,924.00		33,504.22									50,192.53	190,000.00	-139,807.47	26.42%
Total Other Income	3,764.31	12,924.00		33,504.22									50,192.53	190,000.00	-139,807.47	26.42%
Other Expense																
8000 · Capital Improvement Program																
8075 · Sewer	7,656.50	370,216.14	14,254.14	9,981.83									402,108.61	1,906,335.00	-1,504,226.39	21.09%
Total 8000 · Capital Improvement Program	7,656.50	370,216.14	14,254.14	9,981.83									402,108.61	1,906,335.00	-1,504,226.39	21.09%
9000 · Capital Account Expenses																
9125 · PNC Equipment Lease Interest	1,174.89	1,024.43	1,010.52	996.57									4,206.41	11,535.00	-7,328.59	36.47%
9200 · I-Bank Loan	1,765.38												1,765.38	20,700.00	-18,934.62	8.53%
Total 9000 · Capital Account Expenses	2,940.27	1,024.43	1,010.52	996.57									5,971.79	32,235.00	-26,263.21	18.53%
Total Other Expense	10,596.77	371,240.57	15,264.66	10,978.40									408,080.40	1,938,570.00	-1,530,489.60	21.05%
Net Other Income	-6,832.46	-358,316.57	-15,264.66	22,525.82									-357,887.87	-1,748,570.00	1,390,682.13	20.47%
Net Income	-177,239.60	-479,217.71	-228,601.85	-153,241.61									-1,038,300.77	-792,092.00	-246,208.77	131.08%

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Water
July 2021 through June 2022

													TOTAL			
	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Jul '21 - Jun 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense																
Income																
4220 · Cell Tower Lease																
4400 · Fees																
4410 · Administrative Fee (New Constr)		1,138.00		569.00									1,707.00	5,000.00	-3,293.00	34.14%
4420 · Administrative Fee (Remodel)				569.00									569.00			
4430 · Inspection Fee (New Constr)		1,421.00		538.00									1,959.00	4,000.00	-2,041.00	48.98%
4440 · Inspection Fee (Remodel)				538.00									538.00	1,000.00	-462.00	53.8%
4450 · Mainline Extension Fees														3,000.00	-3,000.00	
4460 · Remodel Fees																
Total 4400 · Fees		2,559.00		2,214.00									4,773.00	13,000.00	-8,227.00	36.72%
4510 · Grants		136.00											136.00			
4610 · Property Tax Receipts		107,781.15	1,214.47	220.94									109,216.56	277,750.00	-168,533.44	39.32%
4740 · Testing, Backflow	3,000.00		3,730.00	2,625.00									9,355.00	18,000.00	-8,645.00	51.97%
4810 · Water Sales, Domestic	352,485.37	-28,745.51	134,256.33	140,891.11									598,887.30	1,900,000.00	-1,301,112.70	31.52%
4850 · Water Sales Refunds, Customer	-105.92	-1,066.00	-12,452.36										-13,624.28	-3,000.00	-10,624.28	454.14%
4990 · Other Revenue				71.51									71.51			
Total Income	355,379.45	80,664.64	126,748.44	146,022.56									708,815.09	2,205,750.00	-1,496,934.91	32.14%
Gross Profit	355,379.45	80,664.64	126,748.44	146,022.56									708,815.09	2,205,750.00	-1,496,934.91	32.14%
Expense																
5000 · Administrative																
5190 · Bank Fees	30.00	30.00	30.00	39.63									129.63	1,500.00	-1,370.37	8.64%
5200 · Board of Directors																
5210 · Board Meetings		300.00	450.00										750.00	3,000.00	-2,250.00	25.0%
5220 · Director Fees		987.50	562.50										1,550.00	7,500.00	-5,950.00	20.67%
5230 · Election Expenses														75,000.00	-75,000.00	
Total 5200 · Board of Directors		1,287.50	1,012.50										2,300.00	85,500.00	-83,200.00	2.69%
5240 · CDPH Fees														13,000.00	-13,000.00	
5250 · Conference Attendance														3,000.00	-3,000.00	
5270 · Information Systems		332.50	62.50										395.00	5,000.00	-4,605.00	7.9%
5300 · Insurance																
5310 · Fidelity Bond														500.00	-500.00	
5320 · Property & Liability Insurance														5,000.00	-5,000.00	
Total 5300 · Insurance														5,500.00	-5,500.00	
5350 · LAFCO Assessment														3,000.00	-3,000.00	
5400 · Legal																
5430 · General Legal		5,498.00	9,752.45										15,250.45	140,000.00	-124,749.55	10.89%
5440 · Litigation		210.00											210.00			
Total 5400 · Legal		5,708.00	9,752.45										15,460.45	140,000.00	-124,539.55	11.04%
5510 · Maintenance, Office		658.13	310.00	7,017.04									7,985.17	8,000.00	-14.83	99.82%
5530 · Memberships														27,000.00	-27,000.00	
5540 · Office Supplies		363.43	34.38										397.81	6,500.00	-6,102.19	6.12%
5550 · Postage	1,299.86	1,117.06	811.17										3,228.09	9,000.00	-5,771.91	35.87%
5560 · Printing & Publishing	46.90	370.43	43.98										461.31	5,000.00	-4,538.69	9.23%

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Water
July 2021 through June 2022

													TOTAL			
	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Jul '21 - Jun 22	Budget	\$ Over Budget	% of Budget
5600 · Professional Services																
5610 · Accounting		1,900.00	5,100.00										7,000.00	39,000.00	-32,000.00	17.95%
5620 · Audit														13,500.00	-13,500.00	
5630 · Consulting	5,148.82	409.77	3,060.18	1,855.00									10,473.77	55,000.00	-44,526.23	19.04%
5640 · Data Services	899.50												899.50	6,500.00	-5,600.50	13.84%
5650 · Labor & HR Support	213.50	213.50	427.00										854.00	2,000.00	-1,146.00	42.7%
5660 · Payroll Services	73.50	75.34	77.18	78.47									304.49	1,000.00	-695.51	30.45%
Total 5600 · Professional Services	6,335.32	2,598.61	8,664.36	1,933.47									19,531.76	117,000.00	-97,468.24	16.69%
5710 · San Mateo Co. Tax Roll Charges																
5720 · Telephone & Internet	3,545.86	3,938.36	3,992.57										11,476.79	25,000.00	-13,523.21	45.91%
5730 · Mileage Reimbursement		70.20	722.16										792.36	1,500.00	-707.64	52.82%
5740 · Reference Materials														800.00	-800.00	
5790 · Other Administrative																
5800 · Labor																
5810 · CalPERS 457 Deferred Plan	3,542.96	3,494.22	3,384.57	3,740.40									14,162.15	44,063.00	-29,900.85	32.14%
5820 · Employee Benefits	9,524.49	9,524.49	19,048.98										38,097.96	107,276.00	-69,178.04	35.51%
5830 · Disability Insurance	344.08	344.08	344.08										1,032.24	4,658.00	-3,625.76	22.16%
5840 · Payroll Taxes	3,418.03	3,358.81	3,218.25	3,628.03									13,623.12	50,453.00	-36,829.88	27.0%
5850 · PARS	2,980.50	2,991.05	2,991.06	3,287.00									12,249.61	38,383.00	-26,133.39	31.91%
5900 · Wages																
5910 · Management	9,178.26	9,178.26	9,190.76	9,190.76									36,738.04	118,537.00	-81,798.96	30.99%
5920 · Staff	33,992.11	34,139.82	33,956.29	38,286.29									140,374.51	526,927.00	-386,552.49	26.64%
5930 · Staff Certification	875.00	875.00	875.00	1,075.00									3,700.00	11,400.00	-7,700.00	32.46%
5940 · Staff Overtime	5,791.39	4,836.05	3,410.44	4,001.96									18,039.84	57,666.00	-39,626.16	31.28%
5950 · Staff Standby	2,282.01	2,315.56	2,084.82	2,319.90									9,002.29	27,723.00	-18,720.71	32.47%
Total 5900 · Wages	52,118.77	51,344.69	49,517.31	54,873.91									207,854.68	742,253.00	-534,398.32	28.0%
5960 · Worker's Comp Insurance				2,933.84									2,933.84	19,810.00	-16,876.16	14.81%
Total 5800 · Labor	71,928.83	71,057.34	78,504.25	68,463.18									289,953.60	1,006,896.00	-716,942.40	28.8%
Total 5000 · Administrative	83,186.77	87,531.56	103,940.32	77,453.32									352,111.97	1,463,196.00	-1,111,084.03	24.07%
6000 · Operations																
6160 · Backflow Prevention			93.49										93.49	1,000.00	-906.51	9.35%
6170 · Claims, Property Damage														10,000.00	-10,000.00	
6180 · Communications																
6185 · SCADA Maintenance		19.68											19.68	13,000.00	-12,980.32	0.15%
6180 · Communications - Other		290.00	6.50										296.50			
Total 6180 · Communications		309.68	6.50										316.18	13,000.00	-12,683.82	2.43%
6195 · Education & Training	275.00												275.00	9,000.00	-8,725.00	3.06%
6200 · Engineering																
6220 · General Engineering	500.00	-1,887.50											-1,387.50	20,000.00	-21,387.50	-6.94%
6230 · Water Quality Engineering		4,539.38	5,137.50	2,132.50									11,809.38	100,000.00	-88,190.62	11.81%
Total 6200 · Engineering	500.00	2,651.88	5,137.50	2,132.50									10,421.88	120,000.00	-109,578.12	8.69%
6320 · Equipment & Tools, Expensed	40.40	431.21	907.60	28.40									1,407.61	8,000.00	-6,592.39	17.6%
6330 · Facilities																
6335 · Alarm Services	127.02		110.25										237.27	2,000.00	-1,762.73	11.86%
6337 · Landscaping		850.00	1,900.00										2,750.00	15,000.00	-12,250.00	18.33%
6330 · Facilities - Other																
Total 6330 · Facilities	127.02	850.00	2,010.25										2,987.27	17,000.00	-14,012.73	17.57%

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Water
July 2021 through June 2022

													TOTAL			
	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Jul '21 - Jun 22	Budget	\$ Over Budget	% of Budget
6370 · Lab Supplies & Equipment			185.13										185.13	4,000.00	-3,814.87	4.63%
6380 · Meter Reading														500.00	-500.00	
6400 · Pumping																
6410 · Pumping Fuel & Electricity	6,117.99	2,058.25	10,579.23	2,072.20									20,827.67	90,000.00	-69,172.33	23.14%
6420 · Pumping Maintenance, Generators														10,000.00	-10,000.00	
6430 · Pumping Maintenance, General														5,000.00	-5,000.00	
6440 · Pumping Equipment, Expensed			129.31										129.31	700.00	-570.69	18.47%
Total 6400 · Pumping	6,117.99	2,058.25	10,708.54	2,072.20									20,956.98	105,700.00	-84,743.02	19.83%
6500 · Supply																
6510 · Maintenance, Raw Water Mains			253.13										253.13	2,500.00	-2,246.87	10.13%
6520 · Maintenance, Wells	394.38	229.98											624.36	15,000.00	-14,375.64	4.16%
6530 · Water Purchases														35,000.00	-35,000.00	
Total 6500 · Supply	394.38	229.98	253.13										877.49	52,500.00	-51,622.51	1.67%
6600 · Collection/Transmission																
6610 · Hydrants		5,690.20											5,690.20	5,000.00	690.20	113.8%
6620 · Maintenance, Water Mains		7,548.71	5,592.01										13,140.72	50,000.00	-36,859.28	26.28%
6630 · Maintenance, Water Svc Lines														20,000.00	-20,000.00	
6640 · Maintenance, Tanks		437.50											437.50	5,000.00	-4,562.50	8.75%
6650 · Maint., Distribution General				3,556.00									3,556.00	10,000.00	-6,444.00	35.56%
6670 · Meters			5,119.70										5,119.70	4,000.00	1,119.70	127.99%
Total 6600 · Collection/Transmission		13,676.41	10,711.71	3,556.00									27,944.12	94,000.00	-66,055.88	29.73%
6700 · Treatment																
6710 · Chemicals & Filtering	9,400.00	3,363.20	1,219.05										13,982.25	20,000.00	-6,017.75	69.91%
6720 · Maintenance, Treatment Equip.		5,702.53											5,702.53	15,000.00	-9,297.47	38.02%
6730 · Treatment Analysis	678.97	3,555.34	1,518.30										5,752.61	30,000.00	-24,247.39	19.18%
Total 6700 · Treatment	10,078.97	12,621.07	2,737.35										25,437.39	65,000.00	-39,562.61	39.13%
6770 · Uniforms														2,000.00	-2,000.00	
6800 · Vehicles																
6810 · Fuel	657.14	713.37	516.72	-283.08									1,604.15	7,000.00	-5,395.85	22.92%
6820 · Truck Equipment, Expensed														2,000.00	-2,000.00	
6830 · Truck Repairs	266.01	17.60		11.46									295.07	5,000.00	-4,704.93	5.9%
Total 6800 · Vehicles	923.15	730.97	516.72	-271.62									1,899.22	14,000.00	-12,100.78	13.57%
6890 · Other Operations			1,790.60										1,790.60			
Total 6000 · Operations	18,456.91	33,559.45	35,058.52	7,517.48									94,592.36	515,700.00	-421,107.64	18.34%
Total Expense	101,643.68	121,091.01	138,998.84	84,970.80									446,704.33	1,978,896.00	-1,532,191.67	22.57%
Net Ordinary Income	253,735.77	-40,426.37	-12,250.40	61,051.76									262,110.76	226,854.00	35,256.76	115.54%
Other Income/Expense																
Other Income																
7000 · Capital Account Revenues																
7100 · Connection Fees																
7110 · Connection Fees (New Constr)			20,815.00										20,815.00	100,000.00	-79,185.00	20.82%
7130 · Conn. Fees, PFP (New Constr)	2,131.36	9,470.36	27,835.57	2,183.36									41,620.65	50,000.00	-8,379.35	83.24%
Total 7100 · Connection Fees	2,131.36	9,470.36	48,650.57	2,183.36									62,435.65	150,000.00	-87,564.35	41.62%
7600 · Bond Revenues, G.O.			3,667.22	756.70									4,423.92	983,546.00	-979,122.08	0.45%
7650 · Water System Reliability																
Total 7000 · Capital Account Revenues	2,131.36	9,470.36	52,317.79	2,940.06									66,859.57	1,133,546.00	-1,066,686.43	5.9%
Total Other Income	2,131.36	9,470.36	52,317.79	2,940.06									66,859.57	1,133,546.00	-1,066,686.43	5.9%

Montara Water & Sanitary District
Revenue & Expenditures Budget vs. Actual - Water
July 2021 through June 2022

													TOTAL			
	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Jul '21 - Jun 22	Budget	\$ Over Budget	% of Budget
Other Expense																
8000 · Capital Improvement Program																
8100 · Water	25,523.75	79,582.78	66,094.87	35,594.08									206,795.48	1,198,750.00	-991,954.52	17.25%
Total 8000 · Capital Improvement Program	25,523.75	79,582.78	66,094.87	35,594.08									206,795.48	1,198,750.00	-991,954.52	17.25%
9000 · Capital Account Expenses																
9100 · Interest Expense - GO Bonds		6,698.26											6,698.26	77,805.00	-71,106.74	8.61%
9125 · PNC Equipment Lease Interest	518.78	1,024.44	1,010.52	996.57									3,550.31	11,535.00	-7,984.69	30.78%
9150 · SRF Loan														66,647.00	-66,647.00	
9210 · Conservation Program/Rebates	150.00	150.00	200.00										500.00	500.00	500.00	100.0%
Total 9000 · Capital Account Expenses	668.78	7,872.70	1,210.52	996.57									10,748.57	155,987.00	-145,238.43	6.89%
Total Other Expense	26,192.53	87,455.48	67,305.39	36,590.65									217,544.05	1,354,737.00	-1,137,192.95	16.06%
Net Other Income	-24,061.17	-77,985.12	-14,987.60	-33,650.59									-150,684.48	-221,191.00	70,506.52	68.12%
Net Income	229,674.60	-118,411.49	-27,238.00	27,401.17									111,426.28	5,663.00	105,763.28	1,967.62%

Montara Water & Sanitary District Check Detail

November 24 - 26, 2021

Date	Num	Name	Paid Amount	
WARRANTS FOR BOARD OF DIRECTORS MEETING DECEMBER 2, 2021				
SPLIT				
11/03/2021	12648	ACWA/JPIA	-13,070.05	PAID
11/03/2021	12649	Bartel Associates	-2,400.00	PAID
11/03/2021	12650	CalPERS 457 Plan	-7,197.46	PAID
11/03/2021	12651	CoastsideNet, Inc.	-81.84	PAID
11/15/2021	12667	Comcast	-274.78	PAID
11/03/2021	12654	Huntington National Bank	-13,370.00	PAID
11/03/2021	12655	IEDA	-427.00	PAID
11/15/2021	12663	Office Depot	-110.54	PAID
11/03/2021	12656	PCT	-600.00	PAID
11/03/2021	12658	U.S. Bank PARS	-8,516.31	PAID
11/03/2021	12659	White Glove Housekeeping	-520.00	PAID
11/26/2021	12671	A-B Communications	-178.35	
11/26/2021	12672	ACWA	-15,180.00	
11/26/2021	12673	AT&T	-705.43	
11/26/2021	12674	AT&T	-3,788.22	
11/26/2021	12675	AT&T	-424.40	
11/26/2021	12676	AT&T	-207.73	
11/26/2021	12677	AT&T	-711.21	
11/26/2021	12682	CalPERS 457 Plan	-7,509.89	
11/29/2021	12711	Comcast	-274.78	
11/26/2021	12683	Eide Bailly	-27,321.00	
11/26/2021	12684	Fitzgerald Law Offices	-48,525.88	
11/26/2021	12686	Jim Harvey	-150.00	
11/29/2021	12712	Kastama Strategic Consulting	-5,355.00	
11/26/2021	12687	Kathryn Slater-Carter	-150.00	
11/26/2021	12688	Kathryn Slater-Carter	-1,412.60	
11/26/2021	12689	Kathryn Slater-Carter	-1,424.16	
11/26/2021	12690	KBA Document Solutions	-7,065.66	
11/26/2021	12691	Maze & Associates	-3,900.00	
11/26/2021	12695	Office Depot	-685.34	
11/26/2021	12697	Pacific Gas & Electric	-4,543.69	
11/26/2021	12698	PARS	-844.13	
11/26/2021	12699	Peter Dekker	-150.00	
11/26/2021	12700	Rauch Communication Consultants, Inc.	-705.00	
11/26/2021	12701	Ric Lohman	-150.00	
11/26/2021	12702	Scott Boyd	-150.00	
11/26/2021	12706	Standard Insurance Co.	-491.50	
11/26/2021	12707	Tech Solutions	-3,521.00	
11/26/2021	12708	U.S. Bank PARS	-8,889.51	

Montara Water & Sanitary District Check Detail

November 24 - 26, 2021

Date	Num	Name	Paid Amount	
WATER				
11/15/2021	12664	Andreini Brothers, Inc.	-2,391.30	PAID
11/15/2021	12665	BSK Lab	-1,473.45	PAID
11/15/2021	12666	Calcon Systems, Inc.	-1,646.12	PAID
11/15/2021	12668	Core & Main	-1,820.62	PAID
11/03/2021	12652	County of San Mateo Dept Public Works	-8,773.77	PAID
11/15/2021	12669	Esbro Chemical	-416.25	PAID
11/05/2021	12661	Hach Company	-317.04	PAID
11/05/2021	12662	Hassette Ace Hardware	-360.09	PAID
11/05/2021	12660	Pacific Gas & Electric PILLAR RIDGE	-1,764.60	PAID
11/03/2021	12657	SRT Consultants	-37,357.50	PAID
11/15/2021	12670	USA Blue Book	-831.53	PAID
11/26/2021	12678	AT&T Mobility	-27.32	
11/26/2021	12679	Bay Area Air Quality Management District	-383.00	
11/26/2021	12692	Montara Water and Sanitary District GO	-20,812.47	
11/26/2021	12693	North Coast County Water District	-555.00	
11/26/2021	12696	Pacific Gas & Electric	-971.17	
11/26/2021	12709	Wells Fargo Remittance Center	-4,460.02	
11/26/2021	12710	Georgann Cartwright	-100.00	

Montara Water & Sanitary District Check Detail

November 24 - 26, 2021

Date	Num	Name	Paid Amount	
SEWER				
11/03/2021	12653	CSRMA	-13,762.58	PAID
11/26/2021	12680	Bay Area Air Quality Management District	-422.00	
11/26/2021	12681	Bay Area Air Quality Management District	-481.00	
11/26/2021	12685	Hue & Cry Security Systems, Inc.	-391.80	
11/26/2021	12694	Nute Engineering	-6,117.25	
11/26/2021	12703	Sewer Authority Mid-Coastside	-3,503.76	
11/26/2021	12704	Sewer Authority Mid-Coastside	-127,717.35	
11/26/2021	12705	Sewer Authority Mid-Coastside	-27,664.41	



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **December 2, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager 

SUBJECT: SAM Flow Report for October 2021

The Sewer Authority Mid-Coastside (SAM) has prepared the following attached reports for the SAM Board of Directors and the California Regional Water Quality Control Board:

- Flow Report for October 2021.
- Collection System Monthly Overflow Report – October 2021.

The Average Daily Flow for Montara was 0.347 MGD in October 2021. There was no reportable overflow in October in the Montara System. SAM indicates there were 7.55 inches of rain in October 2021.

RECOMMENDATION:

Review and file.

Attachments

Sewer Authority Mid-Coastside

Monthly Collection System Activity/SSO Distribution Report, October 2021

October 2021

	Total	<i>Number of S.S.O's</i>			
		HMB	GCS D	MWSD	SAM
Roots	0	0	0	0	0
Grease	0	0	0	0	0
Mechanical	0	0	0	0	0
Wet Weather	0	0	0	0	0
Other	0	0	0	0	0
Total	0	0	0	0	0

12 Month Moving Total

	Total	<i>12 month rolling Number</i>			
		HMB	GCS D	MWSD	SAM
Roots	2	1	0	1	0
Grease	0	0	0	0	0
Mechanical	0	0	0	0	0
Wet Weather	0	0	0	0	0
Other	1	0	0	1	0
Total	3	1	0	2	0
		33%	0%	67%	0%

Reportable SSOs

	Total	<i>Reportable Number of S.S.O.'s</i>			
		HMB	GCS D	MWSD	SAM
October 2021	0	0	0	0	0
12 Month Moving Total	3	1	0	2	0

SSOs / Year / 100 Miles

	Total	<i>Number of S.S.O.'s /Year/100 Miles</i>			
		HMB	GCS D	MWSD	SAM
October 2021	0.0	0.0	0.0	0.0	0.0
12 Month Moving Total	2.9	2.7	0.0	7.4	0.0
Category 1	0.0	0.0	0.0	0.0	0.0
Category 2	0.0	0.0	0.0	0.0	0.0
Category 3	2.9	2.7	0.0	7.4	0.0
Miles of Sewers	104.5	37.0	33.2	27.0	7.3
		35.4%	31.8%	25.8%	7.0%

12 Month Rolling Total Sewer Cleaning Summary

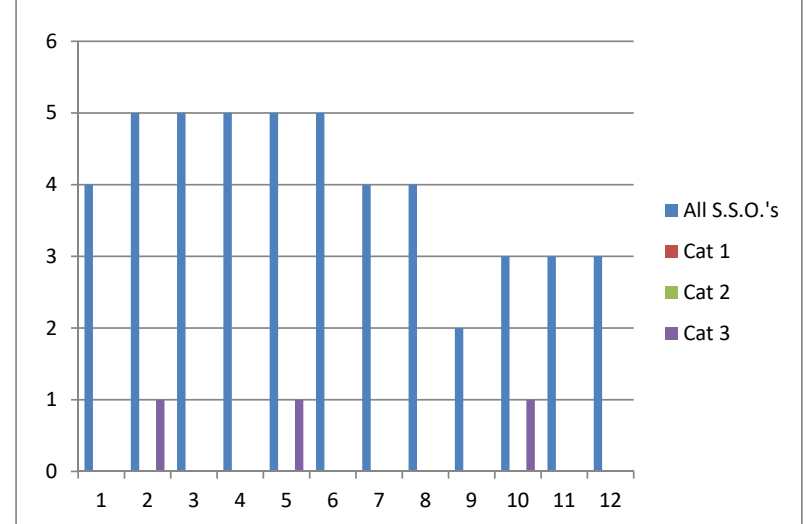
Month	HMB	GCS D	MWSD	Total Feet	Total Miles
Nov - 20	11,229	23,059	9,482	43,770	8.3
Dec - 20	17,235	16,367	4,540	38,142	7.2
Jan - 21	9,147	11,987	2,909	24,043	4.6
Feb - 21	8,887	7,652	5,483	22,022	4.2
Mar - 21	12,401	11,943	4,691	29,035	5.5
April - 21	10,839	2,172	6,565	19,576	3.7
May - 21	12,472	986	6,281	19,739	3.7
June - 21	10,450	3,278	4,743	18,471	3.5
July - 21	13,852	9,054	3,571	26,477	5.0
Aug - 21	9,803	7,616	8,952	26,371	5.0
Sep - 21	10,059	8,794	8,659	27,512	5.2
Oct - 21	14,319	13,526	10,400	38,245	7.2

Annual ft	140,693	116,434	76,276	333,403	
-----------	---------	---------	--------	---------	--

Annual Mi.	26.6	22.1	14.4		63.1
------------	------	------	------	--	------

Attachment C

12 Month Moving SSO Totals Through October 2021



Attachment A

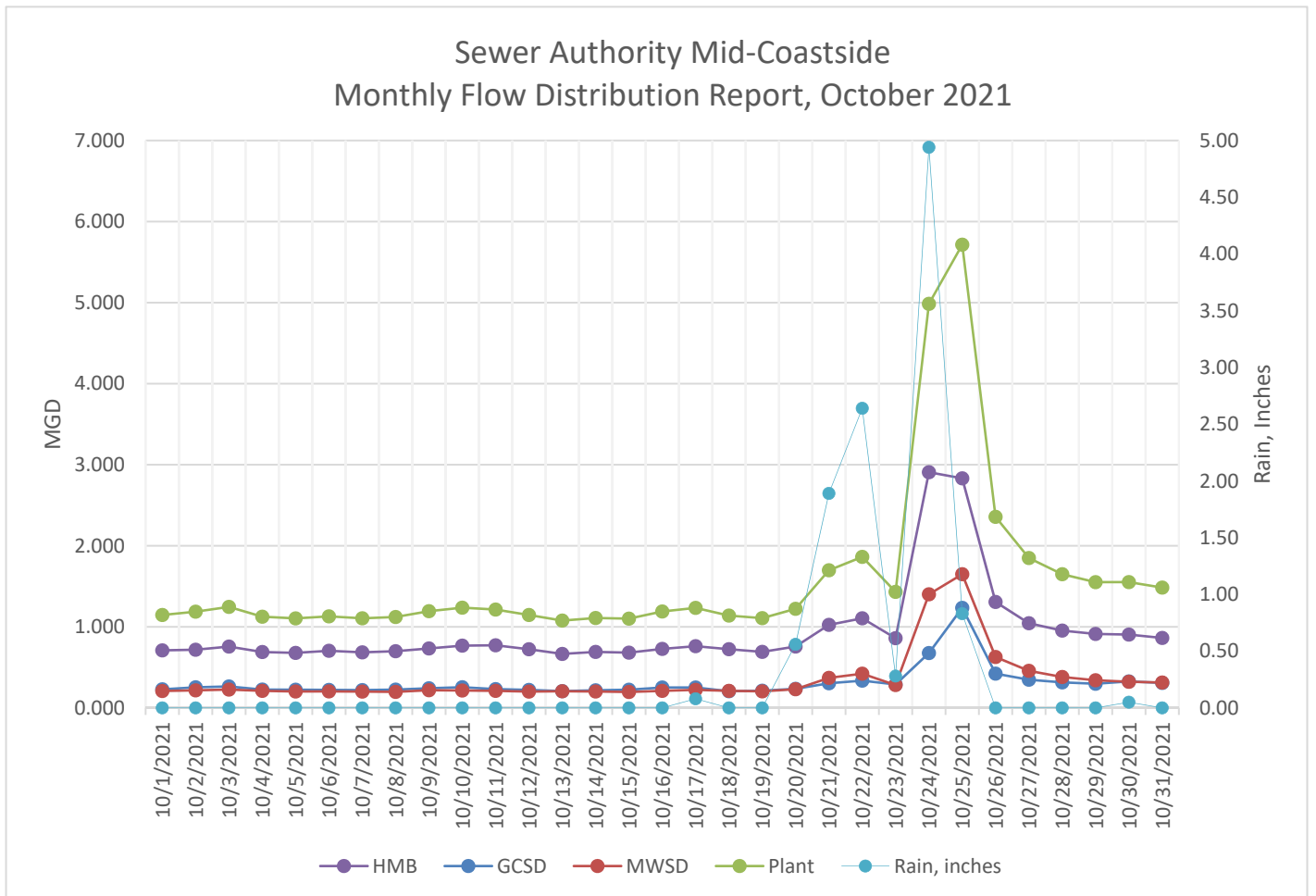
Flow Distribution Report Summary for October 2021

The daily flow report figures for the month of October 2021
have been converted to an Average

Daily Flow (ADF) for each Member Agency.
The results are attached for your review.

The summary of the ADF information is as follows:

	<u>MGD</u>	<u>%</u>
The City of Half Moon Bay	0.937	59.0%
Granada Community Services District	0.305	19.2%
Montara Water and Sanitary District	<u>0.347</u>	<u>21.8%</u>
Total	1.589	100.0%



Sewer Authority Mid-Coastside

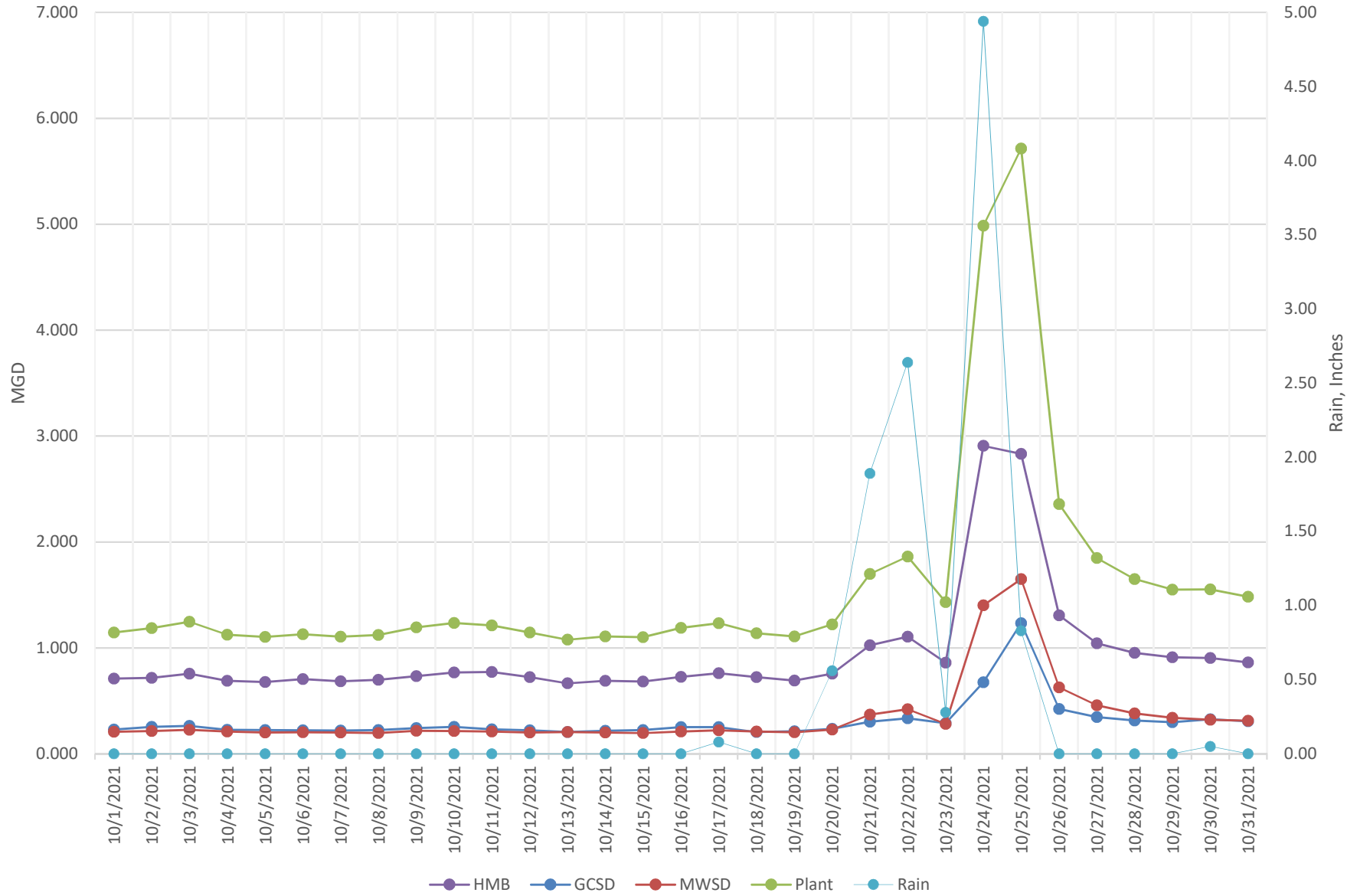
Monthly Flow Distribution Report for October 2021

<u>Date</u>	<u>HMB</u>	<u>GCSD</u>	<u>MWSD</u>	<u>Plant</u>	<u>Rain Plant</u>	<u>Rain Portola</u>	<u>Rain Montara</u>
10/1/2021	0.709	0.229	0.208	1.146	0.00	0.00	0.00
10/2/2021	0.717	0.254	0.216	1.187	0.00	0.00	0.00
10/3/2021	0.756	0.264	0.226	1.246	0.00	0.00	0.00
10/4/2021	0.689	0.226	0.210	1.125	0.00	0.00	0.00
10/5/2021	0.678	0.224	0.202	1.104	0.00	0.00	0.00
10/6/2021	0.705	0.221	0.203	1.129	0.00	0.00	0.00
10/7/2021	0.685	0.219	0.201	1.105	0.00	0.00	0.00
10/8/2021	0.699	0.225	0.197	1.121	0.00	0.00	0.00
10/9/2021	0.733	0.242	0.218	1.193	0.00	0.00	0.00
10/10/2021	0.768	0.254	0.214	1.236	0.00	0.00	0.00
10/11/2021	0.772	0.231	0.210	1.213	0.00	0.00	0.00
10/12/2021	0.724	0.221	0.201	1.146	0.00	0.00	0.00
10/13/2021	0.666	0.206	0.205	1.077	0.00	0.00	0.01
10/14/2021	0.690	0.217	0.202	1.109	0.00	0.00	0.00
10/15/2021	0.681	0.224	0.196	1.101	0.00	0.00	0.00
10/16/2021	0.727	0.252	0.210	1.189	0.00	0.00	0.00
10/17/2021	0.761	0.251	0.222	1.234	0.08	0.10	0.06
10/18/2021	0.724	0.205	0.210	1.139	0.00	0.02	0.00
10/19/2021	0.691	0.212	0.204	1.107	0.00	0.00	0.00
10/20/2021	0.757	0.235	0.230	1.222	0.56	0.83	0.58
10/21/2021	1.024	0.304	0.370	1.698	1.89	0.71	0.76
10/22/2021	1.105	0.336	0.422	1.863	2.64	1.52	0.93
10/23/2021	0.860	0.289	0.282	1.431	0.28	0.96	0.36
10/24/2021	2.908	0.676	1.401	4.985	4.94	4.26	4.51
10/25/2021	2.832	1.234	1.649	5.715	0.83	0.58	0.34
10/26/2021	1.307	0.422	0.628	2.357	0.00	0.00	0.00
10/27/2021	1.044	0.348	0.457	1.849	0.00	0.00	0.00
10/28/2021	0.954	0.314	0.381	1.649	0.00	0.00	0.00
10/29/2021	0.912	0.298	0.341	1.551	0.00	0.00	0.00
10/30/2021	0.904	0.326	0.322	1.552	0.05	0.02	0.00
10/31/2021	0.863	0.308	0.313	1.484	0.00	0.00	0.00
Totals	29.045	9.467	10.751	49.263	11.27	9.00	7.55

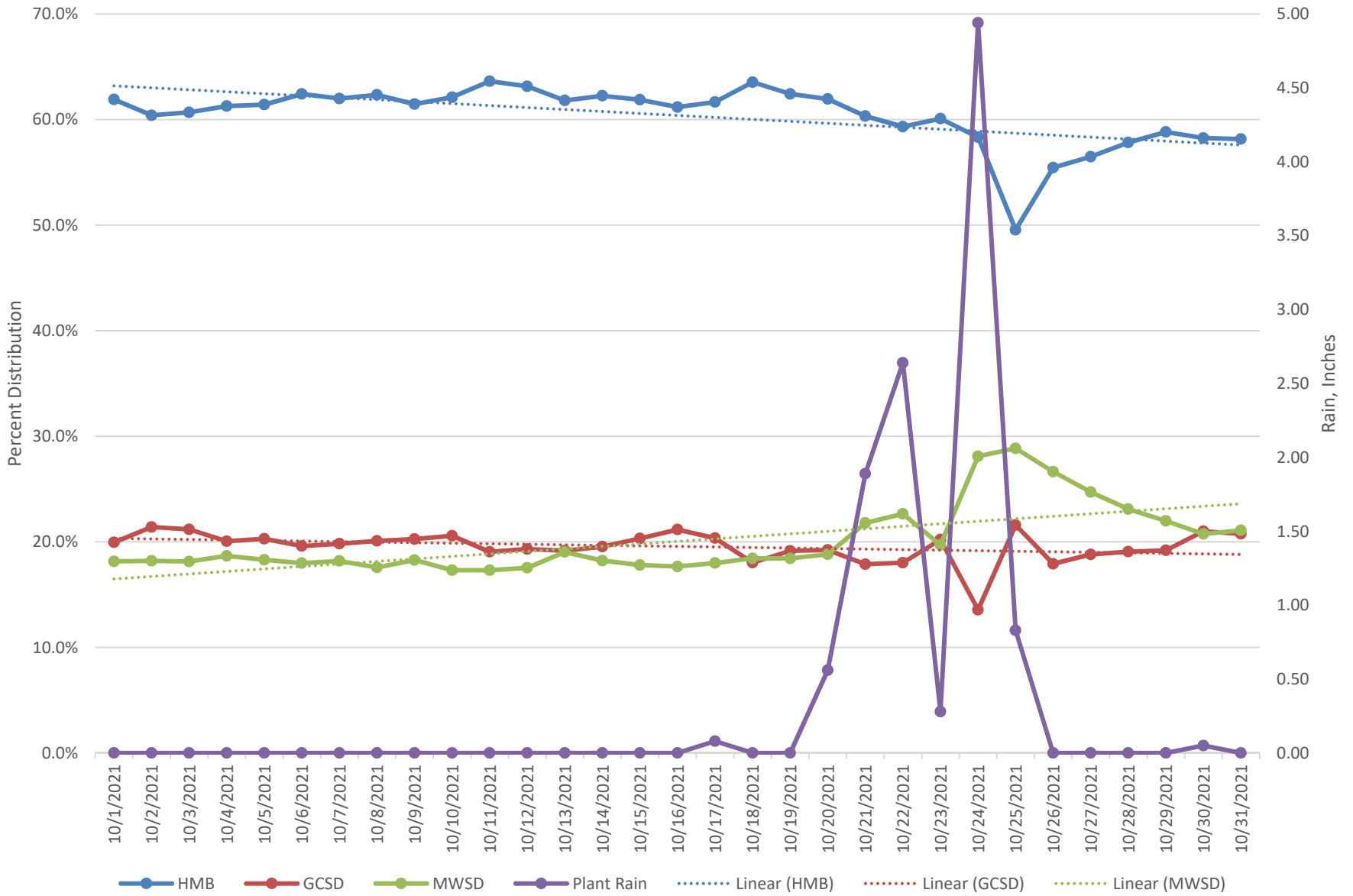
Summary

	<u>HMB</u>	<u>GCSD</u>	<u>MWSD</u>	<u>Plant</u>
Minimum	0.666	0.205	0.196	1.077
Average	0.937	0.305	0.347	1.589
Maximum	2.908	1.234	1.649	5.715
Distribution	59.0%	19.2%	21.8%	100.0%

Sewer Authority Mid-Coastside Monthly Flow Distribution Report, October 2021

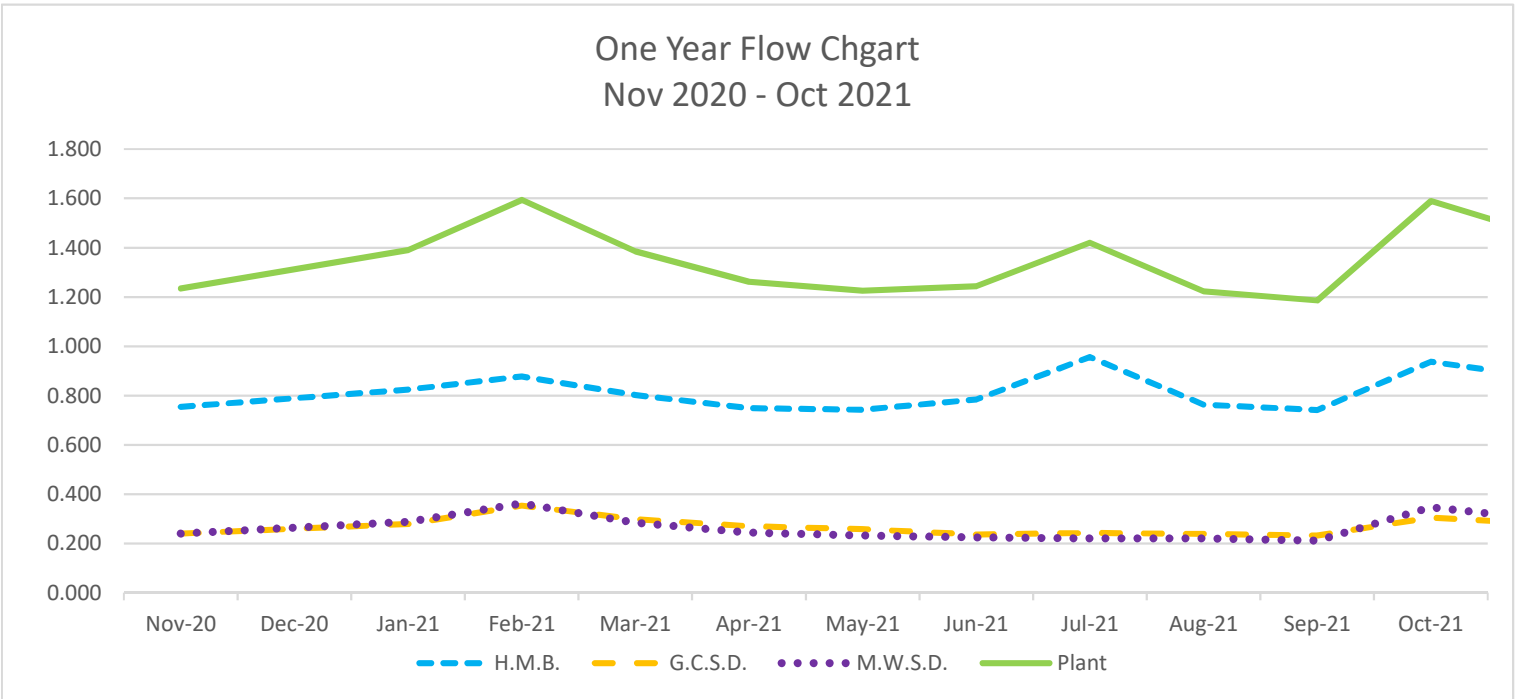


Percent Distribution October 2021

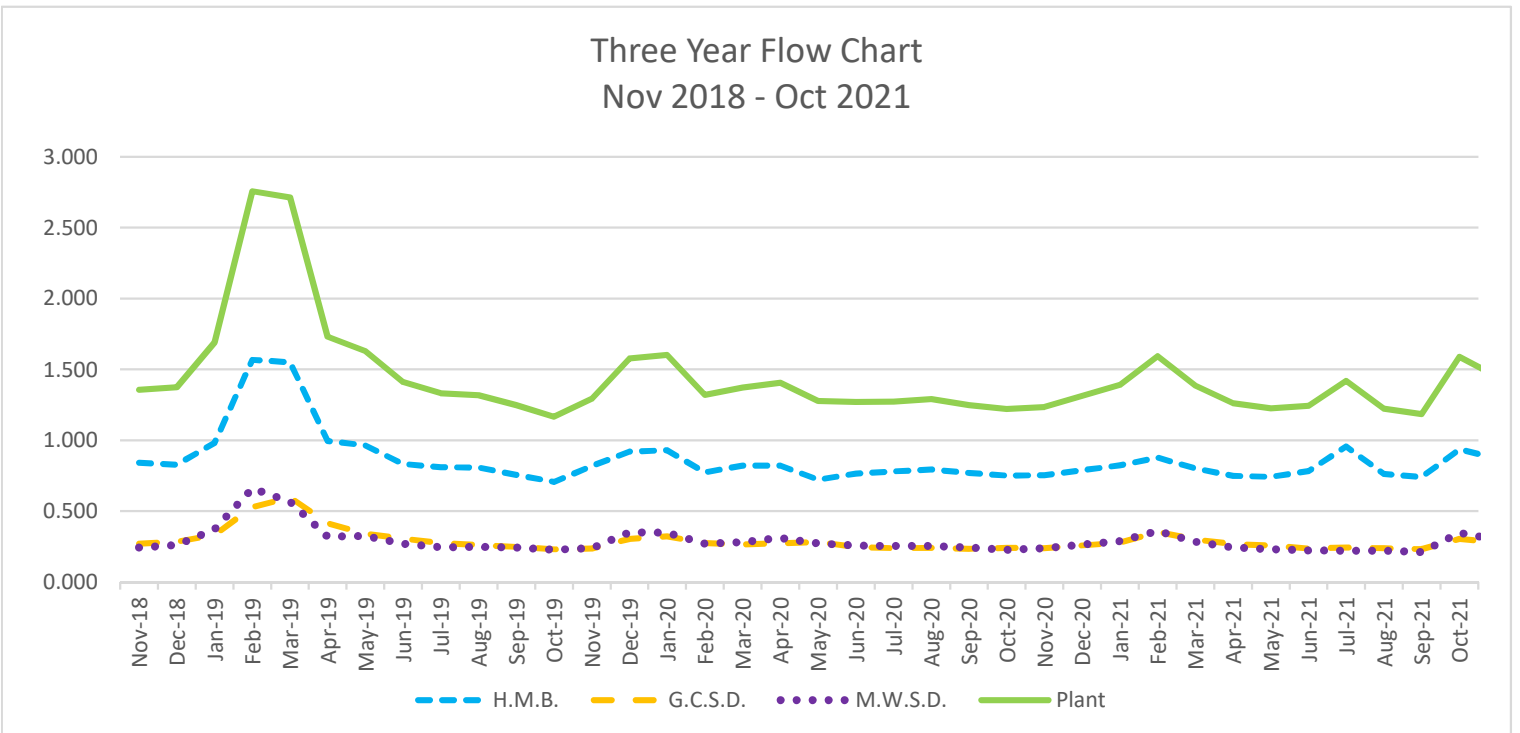


Most recent flow calibration March 2021 PS, March 2021 Plant

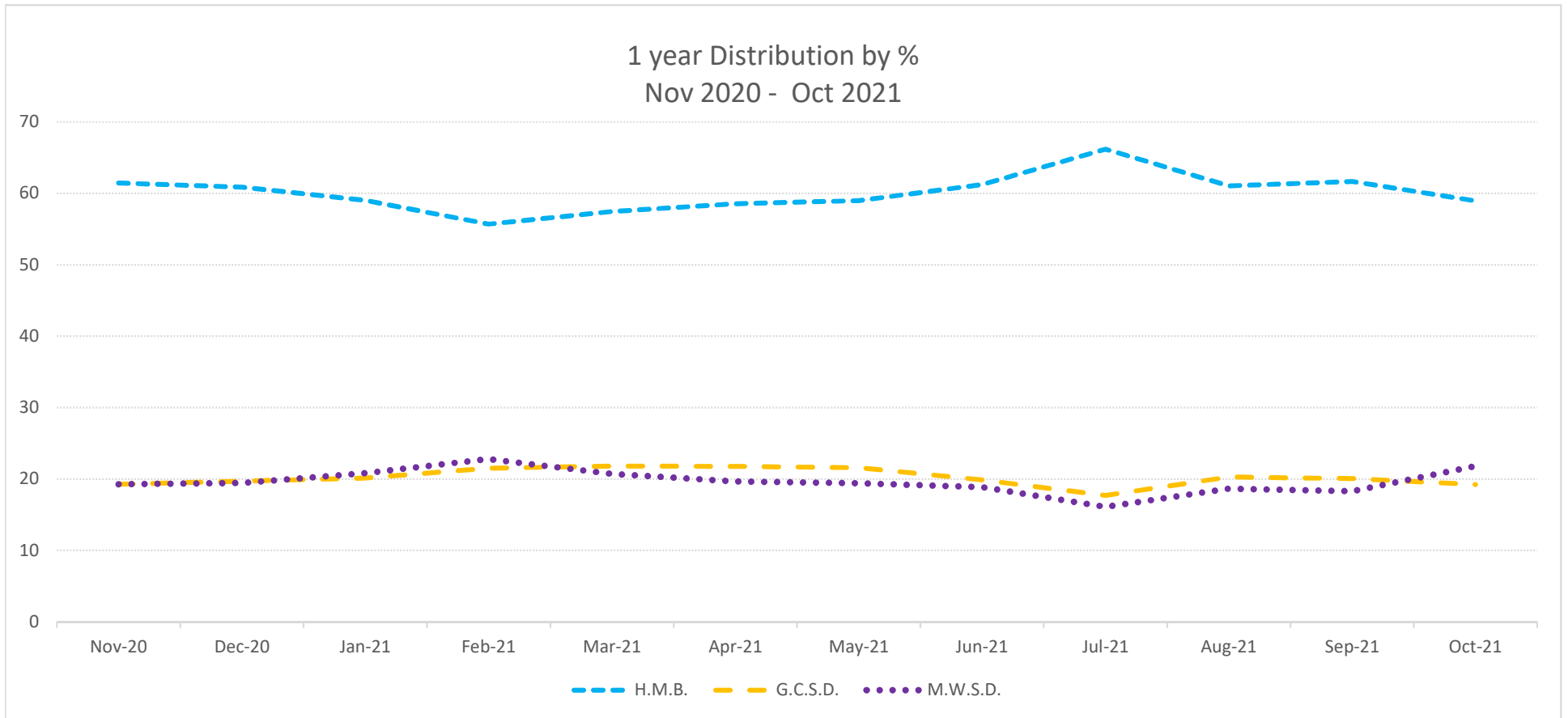
One Year Flow Chgart
Nov 2020 - Oct 2021



Three Year Flow Chart
Nov 2018 - Oct 2021



Flow based percent distribution based for past year





MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: December, 2021

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

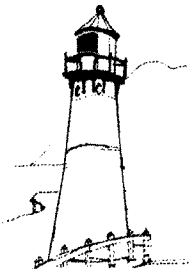
SUBJECT: Review of Current Investment Portfolio

The District's Investment Policy and Guidelines requires that the Board review the status of the current investment portfolio. The following summarizes the status of these accounts:

- The District has most of its idle sewer funds deposited in the State of California's Local Agency Investment Fund (LAIF). The Monthly Average interest rate for October 2021 was 0.203%.
- The District has most of its idle water funds deposited in the California Asset Management Program (CAMP). The monthly interest rate for October was 0.0512%.
- The District has one checking account with Wells Fargo Bank for Water and Sewer Funds that is largely backed by Federal securities.

RECOMMENDATION:

District staff attempts to cash manage idle funds in LAIF as long as possible before transferring to the Wells Fargo checking accounts for disbursements.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **December 2, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager *CH*

SUBJECT: Connection Permit Applications Received

As of December 2, 2021 the following new Sewer Connection Permit application was received since the last report:

Date of Application	Property Owner	Site Address	Home Size
11-18-21	Brandon Fields	234 Second Street, Montara	SFD w/ADU

As of December 2, 2021 the following new Water (Private Fire Sprinkler) Connection Permit application was received since the last report:

Date of Application	Property Owner	Site Address	Home Size
11-18-21	Brandon Fields	234 Second Street, Montara	SFD w/ADU

As of December 2, 2021 the following new Water Connection Permit application was received since the last report:

Date of App.	Property Owner	Site Address	Home Size	Type of Connection
11-18-21	Brandon Fields	234 Second Street, Montara	SFD w/ADU	Dom

RECOMMENDATION:


No action is required. This is for Board information only.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: December 2nd, 2021

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager 

SUBJECT: Monthly Water Production Report

The attached two charts summarize the monthly water production for the District.

The first shows a consolidated from all sources by month. The second shows each water source the District uses, both wells and surface water. The production is shown in gallons of water produced.

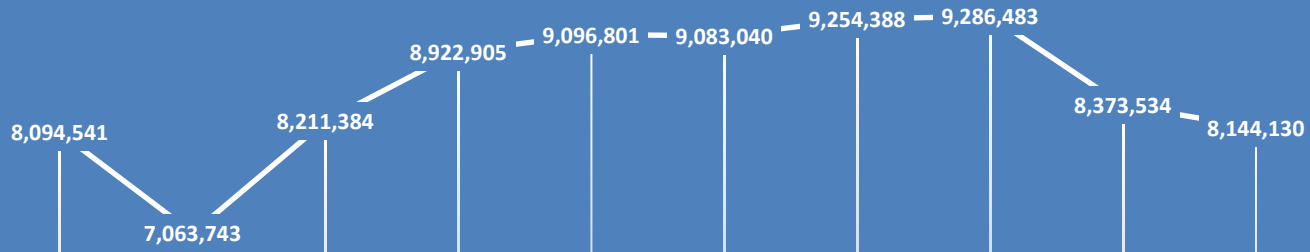
RECOMMENDATION:

No action is required. These reports are provided for the Board's information only.

Attachments: 2

TOTAL PRODUCTION 2021 (GALLONS)

GALLONS



	January	February	March	April	May	June	July	August	September	October	November	December
Total Production (Gallons)	8,094,541	7,063,743	8,211,384	8,922,905	9,096,801	9,083,040	9,254,388	9,286,483	8,373,534	8,144,130		

MONTH



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting of: December 2nd, 2021

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager *CH*

SUBJECT: Rain Report

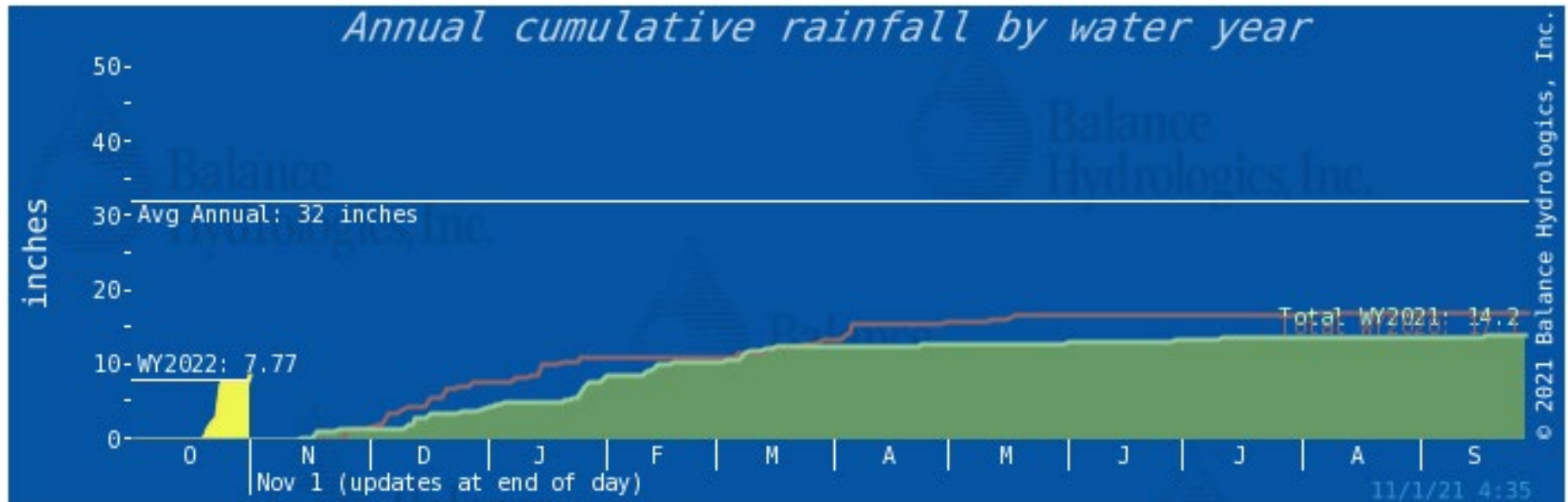
The attached chart shows the monthly rainfall at Alta Vista Treatment Plant for the current and prior water years along with seven-year average rain fall.

RECOMMENDATION:

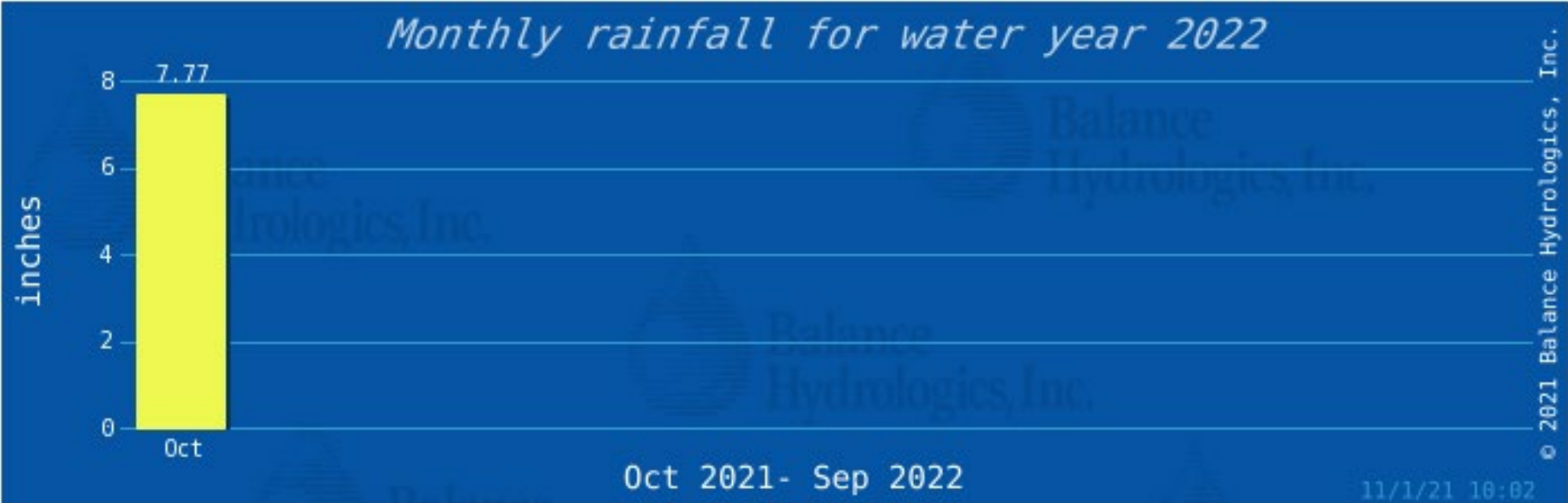
No action is required. These reports are provided for the Board's information only.

Attachments: 2

Annual Cumulative Rainfall



Monthly Cumulative Rainfall





MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: December 2nd, 2021

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager 

SUBJECT: Monthly Solar Energy Report

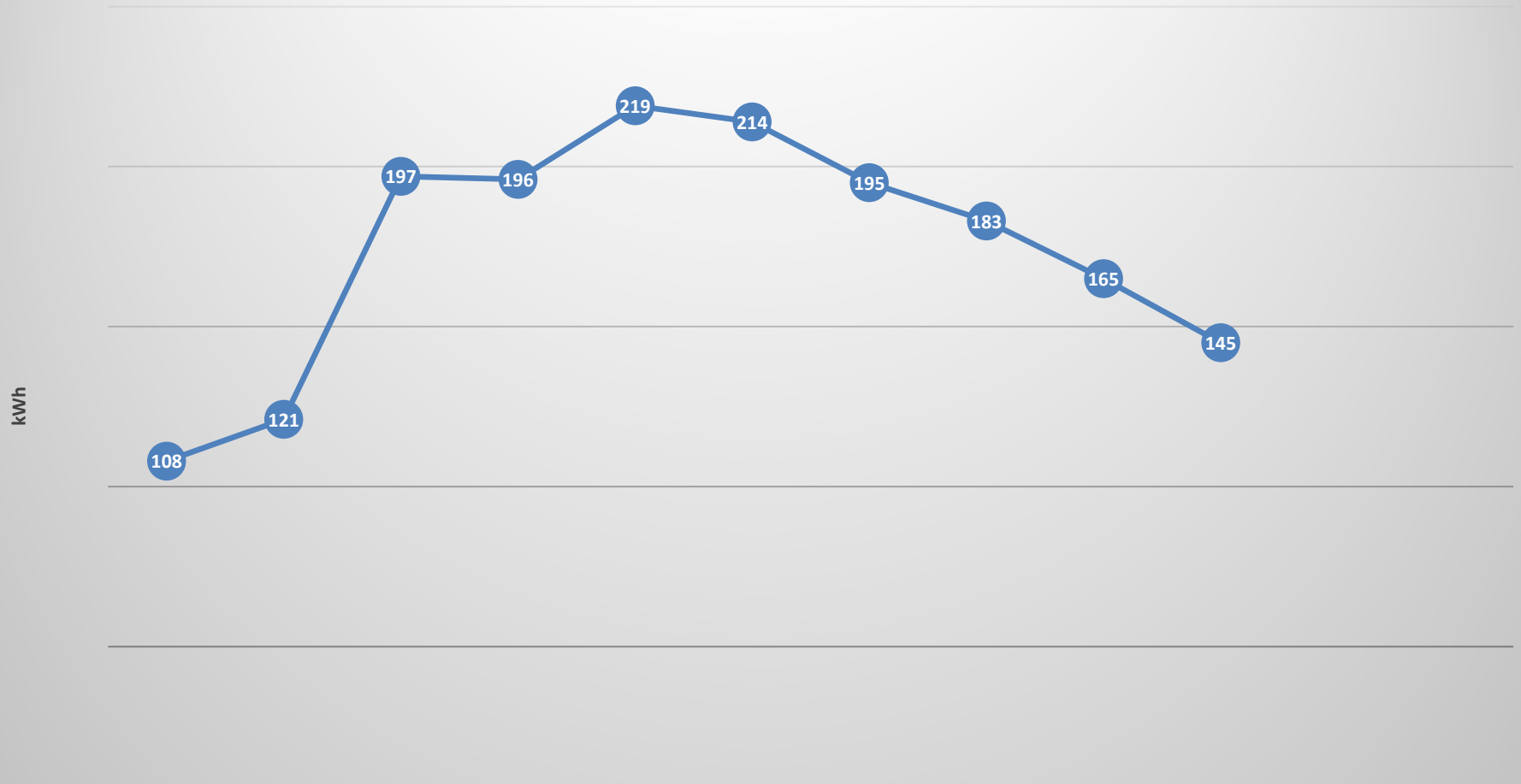
The attached chart summarizes the monthly solar production at the Alta Vista Array. Since the installation of the solar panels the District produced 47,113 kWh and saved 80,109 lbs of CO₂.

RECOMMENDATION:

No action is required. This information is provided for the Board's information only.

Attachments: 1

SOLAR ENERGY PRODUCED IN 2021 (kWh)




	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
total kWh	108	121	197	196	219	214	195	183	165	145		



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **December 2, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager 

**SUBJECT: Monthly Public Agency Retirement Service
Report for September 2021.**

The District has received the monthly PARS report for September 2021.

Contributions are calculated on a bi-weekly basis, and contributions are made on a monthly basis.

The following monthly reports are submitted as consent agenda items on a monthly basis.

RECOMMENDATION:

This is for Board information only.

Attachment

NOV 08 2021

**Montara Water and Sanitary Dist
Retirement Enhancement Plan**

**Monthly Account Report for the Period
9/1/2021 to 9/30/2021**

Clemens H. Heldmaier
General Manager
Montara Water and Sanitary Dist
P.O. Box 370131
Montara, CA 94037

Plan ID: P7-REP15A

Account Summary

Source	Beginning Balance as of 9/1/2021	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 9/30/2021
Contributions	\$1,270,551.27	\$7,972.40	(\$42,379.84)	\$589.15	\$1,128.45	\$0.00	\$1,234,426.23
TOTAL	\$1,270,551.27	\$7,972.40	(\$42,379.84)	\$589.15	\$1,128.45	\$0.00	\$1,234,426.23

Investment Selection

PARS Capital Appreciation INDEX PLUS

Investment Objective

The primary goal of the Capital Appreciation objective is growth of principal. The major portion of the assets are invested in equity securities and market fluctuations are expected.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
GENERAL	-3.32%	-0.8%	22.35%	10.77%	10.92%	-	03/08/16

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value.

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change. Account balances are inclusive of Trust Administration, Trustee and Investment Management fees.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

**September 2021 PARS Statement
Detail Information**

PARS Beginning Balance as of September 1, 2021 \$ 1,270,551.27

Contributions:

August 15, 2021 Calculation

Wages	\$	29,767.08	
Employer - 6.92%	\$	2,086.67	
Employee - 7.75%	\$	1,595.63	
Contributions Subtotal			\$ 3,682.31

August 31, 2021 Calculation

Wages	\$	33,884.83	
Employer - 6.92%	\$	2,375.33	
Employee - 7.75%	\$	1,914.76	
Contributions Subtotal			\$ 4,290.09

Rounding 0.01

Total Contributions thru August \$ 7,972.40

Rounding 0.01

\$ 7,972.40

Earnings (\$42,379.84)

Expenses \$ (589.15)

Distributions \$ (1,128.45)

PARS Ending Balance as of September 2021 \$ 1,234,426.23

Fund Impact - PARS Wages		
Sewer	Water	Total
\$ 9,955.14	\$ 19,811.95	\$ 29,767.08
\$ 697.85	\$ 1,388.82	\$ 2,086.67

Sewer	Water	Total
\$ 11,028.33	\$ 22,856.51	\$ 33,884.83
\$ 773.09	\$ 1,602.24	\$ 2,375.33



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Special Meeting Of: **December 2, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager 

SUBJECT: Review and Possible Action Concerning Remote Meetings During Emergency Conditions Under Government Code Section 54953 of the Brown Act

AB361 was signed into law by the Governor on September 16, 2021 (effective October 1, 2021). AB361 amends Gov't. Code Section 54953 of the Brown Act by allowing local agencies to hold meetings remotely during emergency situations, under the following conditions:

1. An emergency situation arises that produces an imminent risk to public health and safety.
2. A state of emergency is declared (pursuant to Gov't. Code § 8625).
3. A local agency wishes to meet remotely via teleconferencing as a result of the emergency. A meeting notice/agenda are produced and posted, with an agenda item dedicated to consideration of a resolution to transition to teleconferenced meetings consistent with the terms of Gov't. Code § 54953, subdivision (e).
4. A resolution is passed by majority vote consistent with the terms of Gov't. Code § 54953, subdivision (e), paragraph (1), subparagraph (B) (i.e., determining that in-person meetings present imminent risks to the health or safety of attendees or when state or local officials impose or recommend social distancing measures. This resolution is valid for 30 days.
5. 30 days later: if the state of emergency remains active, a local agency may pass a resolution authorizing continued teleconferenced meetings upon finding that legislative body has both 1) reconsidered the circumstances of the state of emergency, and 2) the state of emergency continues to directly impact the ability of the members to meet safely in person or state/local officials continue to impose or recommend social distancing measures.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Special Meeting Of: **December 2, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

The Governor of the State of California declared a state of emergency on March 4, 2020 resulting from the COVID-19 pandemic; on March 10, 2020, the County of San Mateo also proclaimed the existence of a local emergency throughout the county as a result of COVID-19. Despite sustained efforts to reduce the threat, at present the SARS-CoV-2 B.1.617.2 (Delta) variant has been circulating in San Mateo County, is highly transmissible in indoor settings and requires multi-component prevention strategies to reduce spread; despite high vaccination rates, San Mateo County is experiencing substantial levels of community transmission due to the Delta variant and while most COVID-19 cases are among unvaccinated residents, the proportion of breakthrough cases is increasing; hospitalizations have also increased, primarily among unvaccinated persons. Moreover, the small size of the District's Boardroom and administrative offices, as well as the lack of adequate ventilation and/or an air filtering system, further contribute to the unsafe indoor conditions for meeting in-person.

For the above reasons, holding in-person meetings poses an imminent risk to attendees and staff recommends that remote meetings are presently necessary to protect the health and safety of all attendees, including District staff and the Board of Directors.

RECOMMENDATION:

Adopt Resolution Authorizing Remote Teleconference Meetings of the Board of Directors of the Montara Water & Sanitary District Under Government Code Section 54953 of the Brown Act During Existence of State of Emergency Conditions Related to the Covid-19 Pandemic

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONTARA WATER AND SANITARY DISTRICT AUTHORIZING REMOTE TELECONFERENCE MEETINGS UNDER GOVERNMENT CODE SECTION 54953 OF THE BROWN ACT DURING EXISTENCE OF STATE OF EMERGENCY CONDITIONS RELATED TO THE COVID-19 PANDEMIC

WHEREAS, Montara Water and Sanitary District (“District”) is a Sanitary District duly organized under the Sanitary District Act of 1923 (Health & Safety Code §§ 6400 – 6830) and a public agency formed as a special district and authorized under California law, by a special election of August 11, 1992 and MWSD Resolution 978, to exercise all powers of a county water district in the same manner as county water districts formed under the County Water District Law (Division 12 (commencing with Section 30000) of the Water Code) for the purpose of operating and maintaining wastewater and water facilities; and

WHEREAS, on March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19; and

WHEREAS, the District is committed to preserving and nurturing public access and participation in meetings of the District’s Board of Directors (“Board”); and

WHEREAS, all meetings of the Board are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the Board conduct its business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions 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 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 and county caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the District’s boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, that the legislative body meeting in-person would present imminent risks to the health and safety of attendees; and

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONTARA WATER AND SANITARY DISTRICT AUTHORIZING REMOTE TELECONFERENCE MEETINGS UNDER GOVERNMENT CODE SECTION 54953 OF THE BROWN ACT DURING EXISTENCE OF STATE OF EMERGENCY CONDITIONS RELATED TO THE COVID-19 PANDEMIC

WHEREAS, such conditions now exist within the Montara Water and Sanitary District (“District”), specifically, by the Governor of the State of California’s executive order declaring a State Emergency as a result of the COVID-19 virus pandemic pursuant to Government Code section 8625 and by the County of San Mateo declaring a local emergency a result of the COVID-19 virus pandemic pursuant to Government Code section 8630 and Health and Safety Code Section 101080; and

WHEREAS, holding in-person meetings of the District’s Board of Directors (the “Board”) will present an imminent risk to the health and safety of Board members, District staff and attendees and directly impacts their ability to meet safely due to the SARS-CoV-2 B.1.617.2 (Delta) variant, which has been circulating in San Mateo County, is highly transmissible in indoor settings and requires multi-component prevention strategies to reduce spread; despite high vaccination rates, San Mateo County is experiencing substantial levels of community transmission due to the Delta variant and while most COVID-19 cases are among unvaccinated residents, the proportion of breakthrough cases is increasing; hospitalizations have also increased, primarily among unvaccinated persons; and

WHEREAS, the Board does hereby declare that the aforementioned conditions causing imminent risk to attendees if in-person meetings are held has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and to ratify the proclamation of state of emergency by the Governor of the State of California and the proclamation of emergency and orders of the County of San Mateo; and

WHEREAS, as a consequence of the state and local emergency, the Board does hereby declare that it shall conduct its meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONTARA WATER AND SANITARY DISTRICT AUTHORIZING REMOTE TELECONFERENCE MEETINGS UNDER GOVERNMENT CODE SECTION 54953 OF THE BROWN ACT DURING EXISTENCE OF STATE OF EMERGENCY CONDITIONS RELATED TO THE COVID-19 PANDEMIC

WHEREAS, the Board does hereby declare that the District shall take all measures necessary to ensure access to remote teleconference meetings for the public in accordance with paragraph (2) of subdivision (e) of section 54953.

NOW, THEREFORE, be it resolved by the Board of the Montara Water and Sanitary District, a public agency in the County of San Mateo, California, as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, and in-person meetings present imminent risk to attendees as heretofore described.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The District Manager and the Board Chair are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act, and to make adjustments in meeting practices and/or remote logistics to comply with this Resolution and local or state health orders to ensure the health and safety of employees and residents while maintaining critical District operations.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) 30-days from the date of its adoption, or (ii) such time as the Board adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board may continue to remotely teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

Section 6. Rescission. Resolution No. 1669 establishing a temporary meeting location is hereby rescinded pursuant to Governor's Order N-08-21.

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONTARA WATER
AND SANITARY DISTRICT AUTHORIZING REMOTE TELECONFERENCE
MEETINGS UNDER GOVERNMENT CODE SECTION 54953 OF THE BROWN
ACT DURING EXISTENCE OF STATE OF EMERGENCY CONDITIONS
RELATED TO THE COVID-19 PANDEMIC**

President, Montara Water and Sanitary District

COUNTERSIGNED:

Secretary, Montara Water and Sanitary District

* * * *

I HEREBY CERTIFY that the foregoing Resolution No. _____ duly and regularly adopted and passed by the Board of the Montara Water and Sanitary District, County of San Mateo, California, at a Regular Adjourned Meeting thereof held on the 2nd day of December 2021, by the following vote:

AYES, Directors:

ABSTENTION:

NOES, Directors:

ABSENT, Directors:

Secretary, Montara Water and Sanitary District



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Regular Meeting Of: **December 2, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

**SUBJECT: Review and Possible Action Concerning District
Recycled Paper Procurement Policy** *CH*

Staff recommends that the District approve a Recycled-Content Paper Policy pursuant to the SB 1383 Organic Waste Regulations that require special districts who provide solid waste collection services to purchase recycled-content paper products that are recyclable. SB 1383 builds upon existing laws that require jurisdictions to purchase products that contain minimum recycled content, and adds additional requirements on product recyclability and recordkeeping.

Under the law, the District must purchase paper products and printing and writing papers that have minimum recycled content and recyclability and require written certification and other verification from product vendors, as applicable, that the products meet the recycled-content and recyclability requirements. The District must also maintain records certifying the minimum recycled content and recyclability of paper purchases. Records that must be kept include: copies of all invoices, receipts, or other proofs of purchase that detail the procurement of paper products and printing and writing papers by volume and type, and written certification(s) from vendors and other verification(s) for minimum recycled content.

The attached draft Policy meets the above requirements and must be in place beginning January 1, 2022.

RECOMMENDATION:

Adopt Resolution of the Montara Water and Sanitary District Adopting Recycled-Content Paper Purchase Policy

Attachments

Procurement Policy
Resolution adopting Procurement Policy

MONTARA WATER AND SANITARY DISTRICT'S RECYCLED-CONTENT PAPER PURCHASE POLICY

SECTION 1. PURPOSE

- A. It is the policy of the District, applicable to all departments and divisions, to incorporate environmental considerations including recycled-content into purchasing practices and procurement. This Recycled-Content Paper Procurement Policy (Policy) will help the District to:
1. Protect and conserve natural resources, water, and energy;
 2. Minimize the District's contribution to climate change, pollution, and solid waste disposal; and,
 3. Comply with State requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383 procurement regulations), as amended¹, to purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.

SECTION 2. DEFINITIONS

- A. "Direct Service Provider" means a person, company, agency, district, or other entity that provides a service or services to District pursuant to a contract or other written agreement or as otherwise defined in 14 CCR Section 18982(a)(17).
- B. "District" means the Montara Water and Sanitary District.
- C. "Organic Waste" means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, yard trimmings, organic textiles and carpets, lumber, wood, Paper Products, Printing And Writing Paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.
- D. "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or as otherwise defined in 14 CCR Section 18982(a)(51).

¹ References to SB 1383 procurement regulations include any and all amendments thereto.

- E. "Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications; or as otherwise defined in 14 CCR Section 18982(a)(54).
- F. "Recordkeeping Designee" means the public employee appointed by the District Manager or their designee to track purchase efforts both by the District and others, if applicable, as required by 14 CCR, Division 7, Chapter 12, Articles 12 and 13.
- G. "Recyclability" means that the Paper Products and Printing and Writing Paper offered or sold to the District are eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations Section 260.12 (2013).
- H. "Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper" means such products that consist of at least thirty percent (30%), by fiber weight, postconsumer fiber, consistent with the requirements of Sections 22150 to 22154 and Sections 12200 and 12209 of the Public Contract Code, and as amended.
- I. "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants, as amended, supplemented, superseded, and replaced from time to time.
- J. "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this policy, the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.
- K. "State" means the State of California.

SECTION 3. RECYCLED-CONTENT PAPER PROCUREMENT

3.1 Requirements for District Departments

- A. If fitness and quality of Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper are equal to that of non-recycled items, all departments and divisions of District shall purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, whenever available at the same or a lesser total cost than non-recycled items, consistent with the requirements of the

Public Contracts Code, Sections 22150 through 22154 and Sections 12200 and 12209, as amended.

- B. All Paper Products and Printing and Writing Paper shall be eligible to be labeled with an unqualified recyclable label as defined in Title 16 Code of Federal Regulations Section 260.12 (2013).
- C. Provide records to the Recordkeeping Designee of all Paper Products and Printing and Writing Paper purchases on a schedule to be determined by Recordkeeping Designee but no less than annually (both recycled-content and non-recycled content, if any is purchased) made by a division or department or employee of the District. Records shall include a copy of the invoice or other documentation of purchase, written certifications as required in Section 4.2.A.3-4 for recycled-content purchases, vendor name, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-Recycled-Content Paper Products and/or non-Recycled-Content Printing and Writing Paper are provided, include a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not provided.

3.2 Requirements for Vendors

- A. All vendors that provide Paper Products (including janitorial Paper Products) and Printing and Writing Paper to District shall:
 - 1. Provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, if fitness and quality are equal to that of non-recycled item, and available at equal or lesser price.
 - 2. Only provide Paper Products and Printing and Writing Papers that meet Federal Trade Commission Recyclability standard as defined in Title 16 Code of Federal Regulations Section 260.12 (2013).
 - 3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the District. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
 - 4. Certify in writing, under penalty of perjury, that the Paper Products and Printing and Writing Paper offered or sold to the District is eligible to be labeled with an unqualified recyclable label as defined in Title 16 Code of Federal Regulations Section 260.12 (2013).
 - 5. Provide records to the Recordkeeping Designee of all Paper Products and Printing and Writing Paper purchased from the vendor on a schedule to be determined by Recordkeeping Designee but no less than annually (both

recycled-content and non-recycled content, if any is purchased) made by a division or department or employee of the District. Records shall include a copy of the invoice or other documentation of purchase, written certifications as required in Section 3.2.A.3-4 for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-Recycled-Content Paper Products and/or non- Recycled-Content Printing and Writing Paper are provided, include a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not provided.

- B. All vendors providing printing services to the District via a printing contract or written agreement, shall use Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, or as amended by Public Contract Code Section 12209.

SECTION 4. RECORDKEEPING RESPONSIBILITIES

- A. The District General Manager will select an employee to act as the Recordkeeping Designee that will be responsible for obtaining records pertaining to the purchase of Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.
- B. The Recordkeeping Designee will do the following to track the purchase Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper:
 - 1. Collect and collate copies of invoices or receipts (paper or electronic) or other proof of purchase that describe the procurement of Printing and Writing Paper and Paper Products, including the volume and type of all paper purchases; and, copies of certifications and other required verifications from all departments and/or divisions procuring Paper Products and Printing and Writing Paper (whether or not they contain recycled content) and/or from the vendors providing Printing and Writing Paper and Paper Products. These records must be kept as part of District's documentation of its compliance with 14 CCR Section 18993.3.
 - 2. Collect, collate, and maintain documentation submitted by the District, Direct Service Providers, and/or vendors, including the information reported to the Recordkeeping Designee in accordance with this Policy.
 - 3. Compile an annual report on the District's direct procurement, and vendor/other procurement on behalf of the District, of Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper, consistent with the recordkeeping requirements contained in 14 CCR Section 18993.4 for Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper procurement. This report shall be made available to the District's responsible entity for compiling the annual report to be submitted to CalRecycle (which will include a description of

compliance on many other SB 1383 regulatory requirements) pursuant to 14 CCR Division 7, Chapter 12, Article 13. The procurement report shall also be shared with the District's Board of Directors annually as evidence of implementing this Policy.

SECTION 5. EFFECTIVE DATE OF POLICY

This Policy shall go into effect on January 1, 2022.

RESOLUTION NO. ____

A RESOLUTION OF THE MONTARA WATER AND SANITARY DISTRICT ADOPTING RECYCLED-CONTENT PAPER PURCHASE POLICY

WHEREAS, the Montara Water and Sanitary District (“District”) is a Sanitary District duly organized under the Sanitary District Act of 1923 (Health & Safety Code §§ 6400 – 6830) and a public agency formed as a special district and authorized under California law, by a special election of August 11, 1992 and MWSD Resolution 978 to exercise all powers of a county water district in the same manner as county water districts formed under the County Water District Law (Division 12 (commencing with Section 30000) of the Water Code) and authorized, inter alia, to provide solid waste collection and disposal services within its jurisdiction; and

WHEREAS, the State of California passed SB 1383 (Chapter 395, Statutes of 1383), which required the California Department of Resources Recycling and Recovery (CalRecycle) to adopt regulations to reduce organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025; and

WHEREAS, CalRecycle has finalized regulations and revised Chapter 12 (Short-lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations (“SB 1383 Regulations”); and

WHEREAS, the SB 1383 Regulations require local agencies or jurisdictions, among other things, to establish a *Recycled-Content Paper Purchase Policy* (“Policy”) for all District departments and direct service providers; and

WHEREAS, District Ordinance No. ____, adopted and made part of the District’s Code on December 2, 2021, addresses the Recycled-Content Paper procurement requirements pursuant to SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 12) and requires all District departments and direct service providers to comply with said requirements as set forth in the District’s Policy. and

WHEREAS, this Board has been presented with and reviewed the Policy and desires to establish and adopt the Policy as set forth in the Ordinance and in order to meet requirements in SB 1383 Regulations.

NOW, THEREFORE, be it resolved by the Board of the Montara Water and Sanitary District, a public agency in the County of San Mateo, California, as follows:

1. The foregoing Recitals are true and correct and incorporated herein by this reference.

RESOLUTION NO. ____

A RESOLUTION OF THE MONTARA WATER AND SANITARY DISTRICT ADOPTING RECYCLED-CONTENT PAPER PURCHASE POLICY

2. The District's Recycled-Content Paper Purchase Policy, a copy of which is on file in the Administrative Offices of the District, to which copy reference is hereby made for the full particulars thereof, is hereby approved and adopted.

3. The General Manager is hereby authorized and directed to implement the provisions of the aforesaid policy.

4. This Resolution and said Policy shall become effective on January 1, 2022.

President, Montara Water and Sanitary District

COUNTERSIGNED:

Secretary, Montara Water and Sanitary District

* * * *

I HEREBY CERTIFY that the foregoing Resolution No. ____ duly and regularly adopted and passed by the Board of the Montara Water and Sanitary District, County of San Mateo, California, at a Regular Adjourned Meeting thereof held on the 2nd day of December 2021, by the following vote:

AYES, Directors:

ABSTENTION:

NOES, Directors:

ABSENT, Directors:

Secretary, Montara Water and Sanitary District



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Regular Meeting Of: **December 2, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager *CH*

**SUBJECT: Review and Possible Action Concerning MOU
with County of San Mateo for Edible Food
Recovery**

Type text here

Staff recommends that the District approve a Memorandum of Understanding (MOU) with the County of San Mateo to help meet SB 1383 Regulations related to an edible food recovery program and the District's Mandatory Organic Waste Ordinance requirements. The program is part of a statewide effort to divert organic waste from landfills and reduce emissions of short-lived climate pollutants. The redistribution of edible food instead of landfilling it will reduce greenhouse gas emissions and extend the life of the landfills. This MOU establishes a countywide edible food recovery program that the County coordinates on behalf of all local agencies within the County; one countywide program, instead of 20 independent programs, will increase the likelihood that the maximum amount of edible food will be recovered and will produce efficient economies of scale, saving time and money in the long run.

The program was described in detail by County representative Jack Johnson during the Board's November 18, 2021 meeting.

RECOMMENDATION:

Adopt Resolution of the Montara Water and Sanitary District Approving and Authorizing an Edible Food Recovery Memorandum of Understanding with the County of San Mateo

RESOLUTION NO. ____

A RESOLUTION OF THE MONTARA WATER AND SANITARY DISTRICT APPROVING AND AUTHORIZING AN EDIBLE FOOD RECOVERY PROGRAM MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF SAN MATEO

WHEREAS, the Montara Water and Sanitary District (“District”) is a Sanitary District duly organized under the Sanitary District Act of 1923 (Health & Safety Code §§ 6400 – 6830) and a public agency formed as a special district and authorized under California law, by a special election of August 11, 1992 and MWSD Resolution 978 to exercise all powers of a county water district in the same manner as county water districts formed under the County Water District Law (Division 12 (commencing with Section 30000) of the Water Code) and authorized, inter alia, to provide solid waste collection and disposal services within its jurisdiction; and

WHEREAS, the State of California passed SB 1383 (Chapter 395, Statutes of 1383), which required the California Department of Resources Recycling and Recovery (CalRecycle) to adopt regulations to reduce organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025; and

WHEREAS, CalRecycle has finalized regulations and revised Chapter 12 (Short-lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations (“SB 1383 Regulations”); and

WHEREAS, the SB 1383 Regulations require local agencies or jurisdictions, among other things, to establish an edible food recovery program; and

WHEREAS, Jurisdictions may designate a public or private entity to fulfill its requirements of Chapter 12: Short-lived Climate Pollutants, including utilizing a Joint Powers Authority, except that the Jurisdictions shall remain ultimately responsible for compliance; and

WHEREAS, the County of San Mateo developed an Edible Food Recovery Program Memorandum of Understanding (MOU) detailing the roles and responsibilities between the County and its Member Agencies; and

WHEREAS, the District agrees with the roles and responsibilities detailed in the Edible Food Recovery Program MOU.

NOW, THEREFORE, be it resolved by the Board of the Montara Water and Sanitary District, a public agency in the County of San Mateo, California, as follows:

1. The foregoing Recitals are true and correct and incorporated herein by this reference.

RESOLUTION NO. ____

A RESOLUTION OF THE MONTARA WATER AND SANITARY DISTRICT APPROVING AND AUTHORIZING AN EDIBLE FOOD RECOVERY PROGRAM MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF SAN MATEO

2. The President of the District’s Board and the Secretary of the District are hereby authorized to execute an Edible Food Recovery Program Memorandum of Understanding with the County of San Mateo (“MOU”), attached hereto as Exhibit A.

3. The General Manager is hereby authorized and directed to implement the MOU on behalf of the District.

President, Montara Water and Sanitary District

COUNTERSIGNED:

Secretary, Montara Water and Sanitary District

* * * *

I HEREBY CERTIFY that the foregoing Resolution No. ____ duly and regularly adopted and passed by the Board of the Montara Water and Sanitary District, County of San Mateo, California, at a Regular Adjourned Meeting thereof held on the 2nd day of December 2021, by the following vote:

AYES, Directors:

ABSTENTION:

NOES, Directors:

ABSENT, Directors:

Secretary, Montara Water and Sanitary District

**MEMORANDUM OF UNDERSTANDING
BETWEEN JURISDICTION OF MONTARA WATER AND SANITARY DISTRICT
AND COUNTY OF SAN MATEO FOR THE ESTABLISHMENT OF AN EDIBLE FOOD
RECOVERY PROGRAM CONSISTENT WITH CALIFORNIA CODE OF
REGULATIONS, TITLE 14, DIVISION 7, CHAPTER 12 SHORT-LIVED CLIMATE
POLLUTANTS**

THIS MEMORANDUM OF UNDERSTANDING (MOU), entered into this 2nd day of December 2021, by and between the County of San Mateo, hereinafter called "the County" and the Montara Water and Sanitary District, hereinafter called "the District";

W I T N E S S E T H:

WHEREAS, the County's Board of Supervisors has enacted a Mandatory Organic Waste Disposal Reduction Ordinance as required by the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants; and

WHEREAS, to promote consistency within jurisdictions throughout San Mateo County and leverage economies of scale, the County has offered to lead the creation of a County-wide Edible Food Recovery Program on behalf of the unincorporated areas of the county and all the jurisdictions in the county; and

WHEREAS, the District adopted this Memorandum of Understanding on December 2, 2021 and authorizes the County to operate an Edible Food Recovery Program on behalf of and within the Jurisdiction.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Tasks to be Completed by the Jurisdiction

- A. The County will create and coordinate the Edible Food Recovery program on behalf of the District, if the District performs each of the following actions:
 - a) adopts and makes part of its municipal code an enforceable ordinance establishing an Edible Food Recovery program as required under the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants, including the specific provisions provided to the District by the County of San Mateo for edible food recovery definitions, requirements for Tier One and Tier Two Edible Food Generators, and requirements for Food Recovery Organizations and Food Recovery Services; and
 - b) enters into this Memorandum of Understanding; and
 - c) provides the County with a list and schedule of "large events" as defined by the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants occurring in the Jurisdiction; and

- d) after consultation with the County, is responsible for coordinating the required edible food recovery regulations for those “large events” occurring in the District; and
- e) authorizes, by ordinance, the County to enforce California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants in Section (a) above, and to incorporate such authorization to include, without limitation, the authority to inspect, investigate, hold hearings, issue citations, and/or assess administrative fines on behalf of the District as its Designee for Edible Food Recovery; and
- f) shall develop a method to accept written complaints, including anonymous complaints, regarding an entity that may be potentially non-compliant with the Edible Food Recovery requirements as required under the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants, and direct all such complaints to the County; and
- g) acknowledges, by ordinance, that, notwithstanding this Memorandum of Understanding, the District is, as stated in California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants, ultimately responsible for compliance with the said Code.

Note: Some County of San Mateo Jurisdictions are Member Agencies of the South Bayside Waste Management Authority (SBWMA), a joint powers agency located within San Mateo County that provides solid waste and recyclables processing services for its Members; nothing in this MOU precludes the SBWMA from assisting its Member Agencies with the Tasks described in this MOU.

2. Services to be Performed by the County

- A. The County shall create and coordinate an Edible Food Recovery Program compliant with California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants on behalf of the District so long as this Memorandum of Understanding is in effect in its entirety.
- B. The County shall provide such services and activities for the District as described in Exhibit A, attached hereto and incorporated by reference herein.
- C. The County shall offer only to provide services relating directly to the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants Edible Food Recovery regulations with the exception of a yearly analysis to be conducted by the County to estimate the amount of Green House Gas (GHG) emissions reduction to be attributed to edible food recovery activities in the District for use in their climate action plans.
- D. The County shall provide the District with the information and data necessary for the District to make their required reports to CalRecycle.

- E. The County will not be obligated to provide services if modifications are made to the ordinance by the District, which omits existing provisions and/or reduces the impact of the ordinance in any way.

3. Consideration

The benefit of this MOU to the District is that it alleviates the need for staff, cost analysis, capacity assessment, expenditures for infrastructure, labor, administration, and record keeping for the edible food recovery activities in their jurisdiction.

The benefit of this MOU to both the County and the District is that this approach will create one uniform, standardized, and coordinated effort throughout the incorporated and unincorporated areas of San Mateo County.

4. Relationship of Parties

It is expressly understood that this is an agreement between two independent entities, the County and the District, and that no individual agency, employee, partnership, joint venture, or other relationship is established by this MOU. The intent by both the County and the District is to create an independent collaborative relationship.

5. Hold Harmless

- A. Except as provided in subsection b. below, the District shall indemnify and save harmless the County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Memorandum of Understanding, brought for, or on account of, any of the following:
 - a) Injuries to or death of any person, including the District or its employees/officers/agents;
 - b) Damage to any property of any kind whatsoever and to whomsoever belonging; or
 - c) Any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the County and/or its officers, agents, employees, or servants. However, the District’s duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the District to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

- B. With respect to coordinating, implementing, and/or enforcing the required edible food recovery regulations for those “Large Events” (as defined by the California Code of Regulations, Title 14, Division 7, Chapter 12) occurring in the District pursuant to section 1.A.d. above,

- a) The County shall indemnify, defend, and hold harmless the District and its officers, agents, employees, and servants against all damages, claims, liabilities, losses, and other expenses, including without limitation attorneys' fees and related costs, whether or not a lawsuit or other proceeding is filed, to the extent that they arise out of the negligence or willful misconduct of County staff arising out of coordinating, implementing, and/or enforcing the required edible food recovery regulations for those Large Events occurring in the District.
 - b) The District shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and servants against all damages, claims, liabilities, losses, and other expenses, including without limitation attorneys' fees and related costs, whether or not a lawsuit or other proceeding is filed, to the extent they arise out of the negligence or willful misconduct of District staff arising out of coordinating, implementing, and/or enforcing the required edible food recovery regulations for those Large Events occurring in the District.
- C. A party seeking indemnity and defense under this section shall provide the indemnifying and defending party with prompt notice of any claim and give control of its defense and settlement to the indemnifying and defending party. The party seeking indemnity and defense shall also cooperate in all reasonable respects with the indemnifying and defending party, its insurance company, and its legal counsel in its defense of such claim. The obligation to defend and indemnify pursuant to this section shall not cover any claim in which there is a failure to give the indemnifying and defending party prompt notice, but only to the extent that such lack of notice prejudices the defense of the claim. The indemnifying and defending party may not settle any potential suit hereunder without the other party's prior written approval, which will not to be unreasonably withheld, conditioned, or delayed. If a party who owes indemnity and defense under this section fails to promptly indemnify and defend a covered claim, the other party shall have the right to defend itself, and in such case, the party owning indemnity and defense shall promptly reimburse the other party for all of its associated costs and expenses.
- D. The obligations imposed by this section shall survive termination or expiration of the Memorandum of Understanding.

6. Amendment of MOU and Merger Clause

This MOU, including the Exhibit attached hereto and incorporated herein by reference, constitutes the sole MOU of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the MOU conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any exhibit and/or attachment to this MOU, the provisions of this body of the MOU shall prevail. Any prior MOU, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and will become effective when signed by both parties.

7. Records

The County shall maintain and preserve all records relating to this MOU in its possession and those of any third-party performing work related to this MOU for a period of five (5) years from the termination of this MOU.

8. Assignability

The County shall have the right to assign this MOU or any portion thereof to a third party or subcontract with a third party to perform any act required under this MOU without the prior written consent of the Jurisdiction.

9. Notices

Any written notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited with the United States Postal Service, postage prepaid, or when transmitted by email communication, addressed:

In the case of the County, to:

Carolyn Bloede, Director
County of San Mateo Office of Sustainability
455 County Center, 4th Floor
Redwood City, CA 94065
Email: cbloede@smcgov.org

In the case of the District, to:

General Manager
Montara Water and Sanitary District
8888 Cabrillo Hwy
Montara, CA 94037
Email: clemens@MWSD.net

10. Controlling Law and Venue

The validity of this MOU, the interpretation of its terms and conditions, and the performance of the parties hereto shall be governed by the laws of the State of California. Any action brought to enforce this action must be brought in the Superior Court of California in and for the County of San Mateo.

11. Term and Termination

Subject to compliance with the terms and conditions of the MOU, the term of this MOU shall commence on January 1, 2022 and shall automatically be renewed from year to year on the same terms and conditions. This MOU may be terminated without cause by the District or the County's Director of Office of Sustainability or the Director's designee at any time upon thirty (30) days written notice to the other party.

12. Authority

The parties warrant that the signatories to the MOU have the authority to bind their respective entities.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

MONTARA WATER & SANITARY DISTRICT

By: _____
Carolyn Bloede
Director, Office of Sustainability

By: _____
Scott Boyd, President
District Board of Directors

Date: _____

Date: _____

Countersigned: _____
Ric Lohman, District Secretary

EXHIBIT A - SCOPE OF ACTIVITIES

The activity listed below relating to the County of San Mateo's Edible Food Recovery Program will be conducted by the County and the District.

I. Establishment

1. The County will develop and coordinate a standardized and uniform San Mateo County-wide Edible Food Recovery Program consistent with and compliant to California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants. The program will operate within the District's boundaries and replace the need for the District to create such a program on their own. This program will operate in the unincorporated areas of the county as well as all jurisdictions in the county agreeing to similar MOUs.

II. Enforcement

1. The County will conduct enforcement of the ordinance within the District using a complaint-based system consistent with the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants. The County will respond to complaints, investigate, and resolve reported issue(s).
2. The County will follow enforcement provisions detailed in the ordinance and described in the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants.
3. The County will keep detailed records of enforcement in the District for a minimum of five (5) years.
4. The County will provide the necessary records to the District for the District's required reporting about Edible Food Recovery work to CalRecycle.
5. The County will notify the District promptly about any related issues that arise that require the District's assistance or to request the District lead in resolving the issue(s) related to noncompliance.
6. The District will work with the County on any related issues requiring jurisdictional assistance or lead in resolving the issue(s) related to complaints and/or noncompliance by any Tier 1 and Tier 2 Edible Food Generator or Food Recovery Organization and Service as defined in the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants and operating within the Jurisdiction's boundaries.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Regular Meeting Of: **December 2, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager 

SUBJECT: Review and Possible Action Concerning Second Amendment to Solid Waste Franchise Agreement with Recology of the Coast

Staff recommends that the District approve a second amendment to the District's exclusive franchise agreement with Recology of the Coast containing certain revisions necessitated under the District's Organic Waste Ordinance in conformance with the SB 1383 Organic Waste Regulations.

The revisions include a change in maximum rates effective January 1, 2022 as adopted by the District in the previous Prop 218 public hearing item, as well as agreement by Recology to comply with the requirements of SB1393 that are binding on all waste haulers. The agreement sets forth those requirements in Exhibit G, titled "SB1383 Matters" which describes the collection services, compliance reviews, education and outreach and reporting to be provided by Recology. The term of the agreement remains unchanged and expires December 31, 2027.

The attached draft Second Amendment to Franchise Agreement has been negotiated, reviewed and approved by District's General Counsel.

RECOMMENDATION:

Adopt Resolution No. ___, *Resolution Approving and Authorizing Execution of Second Amendment to Franchise Agreement for Solid Waste and Recycling Services*

Attachments

Second Amendment to Franchise Agreement
Resolution

SECOND AMENDMENT TO FRANCHISE AGREEMENT

This **SECOND AMENDMENT** to the Franchise Agreement hereinafter referenced is entered into and effective as of _____, 2021 between the Montara Water and Sanitary District, a public agency ("District"), and Recology of the Coast, a California corporation ("Contractor").

WHEREAS, District and Contractor are parties to that certain Franchise Agreement for Solid Waste and Recycling Services effective October 1, 2013, as amended by that certain First Amendment to Franchise Agreement dated October 1, 2017 ("Agreement"), and wish to further amend the Agreement as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. The Agreement is hereby amended to replace all references within the Agreement to Yard Waste with Mixed Organics, other than the definition of Yard Waste in Exhibit A of the Agreement which shall remain a reference to Yard Waste.

2. Section 2.1 of the Agreement is hereby amended to read as follows:

"2.1 Grant and Acceptance of Franchise. District hereby grants to Contractor the exclusive right and privilege to Collect, transport, and Dispose of Solid Waste, and to Collect, transport, process, and market Recyclable Material and Mixed Organics, accumulating in District's Service Area. Contractor hereby accepts the foregoing right and privilege, subject to the terms, covenants and conditions of this Agreement."

3. Section 4.04.1 of the Agreement is hereby amended to read as follows:

"4.04.1 Collection. Contractor shall collect Mixed Organics from Single Family Dwelling Residential Service Recipients weekly on the regularly scheduled day of the week for such Collection as posted on Contractor's website. Contractor shall provide and service one (1) ninety-six gallon capacity wheeled cart for each Single Family Dwelling for Mixed Organics Collection. Contractor shall collect Mixed Organics from Commercial, Industrial, Institutional and Multi-Family Dwelling Service Recipients between one (1) and six (6) days per week as subscribed for by such Service Recipients.

Effective January 1, 2022, Contractor shall terminate service on any customer-provided Containers. Contractor shall include a description of Composting Programs in Contractor's Education and Public Awareness Program pursuant to Section 5.05."

4. Section 4.6.2 of the Agreement is hereby amended to read as follows:

"4.6.2 Commercial, Industrial, and Institutional. Collection of Solid Waste, Recyclable Material, and Mixed Organics from Premises occupied by Commercial, Industrial, and Institutional Service Recipients shall be made on the Premises at a location or locations specified or approved by Contractor, giving due regard to sanitation, Collection vehicle clearance, aesthetics, Contractor's cost considerations, and similar criteria.

5. Exhibit A of the Agreement is hereby amended to add the following definitions:

“**Food Waste**’ means food scraps, food trimmings and other putrescible waste that results from food production, preparation, cooking, storage, consumption and/or handling, and that has been Source Separated. Food Waste includes but is not limited to meat, fish, dairy, fruit, vegetable and grain waste, and food-soiled paper.”

“**Mixed Organics**’ means Source Separated organic material consisting of any combination of Food Waste and Yard Waste.”

6. Exhibit D of the Agreement is hereby deleted and replaced in its entirety with Exhibit D (Schedule of Maximum Refuse Collection and Recycling Fees and Charges) attached hereto.

7. Exhibit G (SB 1383 Matters) attached hereto is hereby added in its entirety as Exhibit G to the Agreement. As a condition of approval of this Second Amendment, Contractor agrees to comply with the requirements contained in California Code of Regulations (CCR), Title 14, Division 7, Chapter 12, Article 3 as they appear on the date of this Second Amendment that are binding on Contractor by operation of law and with the SB 1383 matters expressly delegated to Contractor by this Second Amendment.

8. Pursuant to Section 4.09 of the Agreement and Section 18988.1(a)(1) of the SB 1383 Regulations, Contractor hereby notifies District that Contractor is transporting Mixed Organics collected under the Agreement to Ox Mountain Sanitary Landfill located at 12310 San Mateo Road, Half Moon Bay, California 94044 and Recyclable Material collected under the Agreement to GreenWaste Recovery located at 625 Charles Street, San Jose, California 95112. District hereby approves Contractor’s use of such facilities.

9. Except as expressly modified by this Second Amendment, all terms and conditions of the Agreement shall remain unchanged and in full force and effect. Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement. All references in this Second Amendment to Articles, Sections and Exhibits refer to articles, sections and exhibits of the Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Second Amendment to Franchise Agreement as of the date first written above.

Montara Water and Sanitary District

Recology of the Coast

By: _____
Scott Boyd
President

By: _____
Salvatore M. Coniglio
Chief Executive Officer

Countersigned: _____
Ric Lohman
Secretary

EXHIBIT D

SCHEDULE OF MAXIMUM REFUSE COLLECTION AND RECYCLING FEES
AND CHARGES

(Effective January 1, 2022)

[To be added.]

EXHIBIT G

SB 1383 RELATED MATTERS

1. Definitions. In addition to the terms defined in Exhibit "A" of this Agreement, the following terms are defined as follows and clarify for the purposes of this Agreement any definitions that also appear in the District's Organic Waste Disposal Reduction Ordinance as set forth in Chapter II, Article 8 of the Montara Water and Sanitary District Code:
 - 1.1. "Blue Container" means a Container colored as follows: (a) the lid shall be blue, or (b) the body shall be blue and the lid shall be either blue, gray, or black. Hardware such as hinges and wheels may be any color.
 - 1.2. "Gray Container" means a Container colored as follows: (a) the lid shall be gray or black, or (b) the body shall be gray or black and the lid shall be gray or black. Hardware such as hinges and wheels may be any color.
 - 1.3. "Green Container" means a Container colored as follows: (a) the lid shall be green, or (b) the body shall be green and the lid shall be green, gray, or black. Hardware such as hinges and wheels may be any color.
 - 1.4. "Hauler Route" means the designated weekly itinerary or sequence of stops scheduled to be performed by one collection vehicle providing regularly scheduled Solid Waste, Recyclable Material or Mixed Organics collection services (not on-call or Bulky Item), excluding compactor collection services, within the Service Area.
 - 1.5. "Prohibited Container Contaminants" means any of the following:
 - 1.5.1. Non-Mixed Organics placed in the Green Container, including but not limited to textiles and carpets, manure, biosolids, digestate, sludges, non-compostable paper, Construction & Demolition Debris, and Hazardous Waste;
 - 1.5.2. Mixed Organics placed in the Gray Container that is specifically identified under the Agreement for collection in the Green Container or Blue Container;
 - 1.5.3. Mixed Organics placed in the Blue Container or other colored Container designated by Contractor for Recyclable Material that is specifically identified under the Agreement for collection in the Green Container. Paper products and printing and writing paper may be considered acceptable and not considered Prohibited Container Contaminants if they are placed in the Blue Container.
 - 1.6. "Route Review" means a visual inspection of Containers along a Hauler Route for the purpose of identifying Prohibited Container Contaminants, which may include mechanical inspection methods such as use of cameras.

1.7. "SB 1383 Regulations" means the Short-lived Climate Pollutants (SLCP): Organic Waste Reductions regulations adopted by the California Department of Resources Recycling and Recovery ("CalRecycle") in 2020.

2. Container Colors.

2.1. General Requirement. Contractor shall ensure that each Container that it newly purchases after January 1, 2022 and provides to a Customer for regularly scheduled collection under this Agreement conforms to the following color scheme: Gray Containers for collection of Solid Waste, Blue Containers for collection of Recyclable Materials, and Green Containers for collection of Mixed Organics. In addition, Contractor shall ensure that all Containers it uses to provide such services to Customers serviced under the Agreement conform to such color scheme by January 1, 2036.

2.2. Specific Material Types. Paper products and printing and writing paper, each as defined in the SB 1383 Regulations, may be placed in either the Blue Container or the Green Container.

3. Container Labels.

3.1. General Requirement. Contractor shall ensure that each Container (or Container lid) that it newly purchases after January 1, 2022 and provides to a Customer for regularly scheduled collection under this Agreement shall be labeled or imprinted with language and/or graphics that clearly indicates the primary items accepted and the primary items that are Prohibited Container Contaminants for that Container type. Contractor may comply with this section by using model labeling provided by CalRecycle.

4. Route Reviews.

4.1. General Requirement. At least once annually, beginning in 2022, Contractor shall conduct a Route Review for each Hauler Route. For each Route Review of a Hauler Route, Contractor shall inspect a number of Containers equal to 2% of the number of Customers on the Hauler Route (rounded down to the nearest whole number), or 25 Containers, whichever is less. Only one (1) Container per Customer shall be counted towards the above threshold. For example, if a Mixed Organics Hauler Route has 2,000 Customers, Contractor would inspect one (1) Mixed Organics Container each for 25 Mixed Organics Customers on that Hauler Route. Contractor may, but shall not be required to, inspect more than the above number of Containers. Each inspection shall involve observing the contents of the Container (whether by lifting the lid, using a camera, or other method deemed appropriate by Contractor), but shall not require Contractor to disturb the contents or open any bags. Contractor may select the Containers to be inspected at random, or (if mutually agreed with District) by any other method not prohibited under the SB 1383 Regulations. For the avoidance of doubt, Contractor shall not be required to annually inspect every Container on a Hauler Route. Contractor shall include the results of each Route Review in its reports to District, as required by Section 7.

4.2. Notice of Contamination. If Contractor finds Prohibited Container Contaminants in a Container during a Route Review, Contractor shall notify the Customer of the violation in writing. The written notice shall include information regarding the Customer's requirement to properly separate materials into the appropriate Containers. The notice may be left on the Customer's Container, gate, or door at the time the violation is discovered, and/or be mailed, e-mailed, electronically messaged or delivered personally to the Customer. Contractor may dispose of the contents of any Container found to contain Prohibited Container Contaminants. The notice shall be provided in English and Spanish.

5. Compliance Reviews.

5.1. General Requirement. At least once annually, beginning in 2022, Contractor shall review the records of its Commercial and Multi-Family Customers in District that are subscribed for at least two (2) cubic yards per week of combined Solid Waste, Mixed Organics and Recyclable Materials service, to determine whether such Customers are subscribed for Mixed Organics collection service or have an applicable waiver. Contractor shall include the results of each compliance review in its reports to District, as required by Section 7.

6. Education & Outreach.

6.1. Prior to February 1, 2022, and annually thereafter, Contractor shall provide the following to all its Mixed Organics Customers under the Agreement:

6.1.1. Information on the Mixed Organics Customer's requirements to properly separate materials in appropriate containers.

6.1.2. Information on methods for: the prevention of Mixed Organics generation, recycling Mixed Organics on-site, sending Mixed Organics to community composting, and any other local requirements regarding Mixed Organics.

6.1.3. Information regarding the methane reduction benefits of reducing the landfill disposal of Mixed Organics, and the methods of Mixed Organics recovery contemplated by the Agreement.

6.1.4. Information regarding how to recover Mixed Organics.

6.1.5. Information related to the public health and safety and environmental impacts associated with the landfill disposal of Mixed Organics.

6.2. The above information will be provided, at a minimum, through print and/or electronic media, and may also be provided through workshops, meetings and/or on-site visits.

6.3. Educational materials provided pursuant to the above shall be translated into Spanish.

7. Reporting.

- 7.1. Beginning January 1, 2022, Contractor shall provide the following information to District on at least a quarterly basis:
- 7.1.1. For information provided by Contractor pursuant to Section 6 above:
- (a) Copies of all such information (including flyers, brochures, newsletters, invoice messaging, website and social media postings, mass emails, and other mass electronic messages).
 - (b) The date the information was disseminated or the direct contact made. For website and social media postings, this shall be the date posted.
 - (c) To whom the information was disseminated or the direct contact made. For mass distributions such as mailings or bill inserts, Contractor may provide the type and number of accounts receiving the information, rather than listing each recipient individually.
 - (d) Notwithstanding any other provision, Contractor shall not be required to track or provide copies of emails, texts, or other electronic communications with individual Customers (e.g. if a CSR answers a customer question).
- 7.1.2. For Route Reviews and Compliance Reviews:
- (a) The date the review was conducted.
 - (b) The name and title of each person conducting the review.
 - (c) For Route Reviews, (i) a description of each Hauler Route reviewed, including Contractor's route number and a description of the Hauler Route area, (ii) a list of the account names and addresses where Container inspections were performed, and (iii) the results of such review (i.e. the addresses where any Prohibited Container Contaminants were found).
 - (d) For Compliance Reviews, the results of such review (i.e. Contractor's findings as to whether the Customers reviewed are subscribed for Mixed Organics collection service, have an applicable waiver, or neither), and any relevant evidence supporting such findings (e.g. a spreadsheet based on Contractor's account records summarizing the reviewed Customers' service levels and waiver status).
 - (e) Copies of any educational materials issued pursuant to such reviews (other than notices of Prohibited Container Contaminants, which are covered below).
- 7.1.3. Documentation relating to observed Prohibited Container Contaminants, whether observed during Route Reviews or otherwise:
- (a) Copies of the form of each notice issued by Contractor to Customers for Prohibited Container Contaminants, as well as, for each such form,

a list of the Customers to which such notice was issued, the date of issuance, the Customer's name and service address, and the reason for issuance (if the form is used for multiple reasons).

- (b) The number of times notices were issued to Customers for Prohibited Container Contaminants.
- (c) The number of Containers where the contents were disposed due to observation of Prohibited Container Contaminants.
- (d) For the avoidance of doubt, the notices of Prohibited Container Contaminants referred to in this subsection include both the notices issued during Route Reviews under Section 4 above, as well as the notices issued by drivers for nonconforming Solid Waste, Recycling Material, or Mixed Organics issued under Section 4.08 of the Agreement.

7.1.4. A description of Contractor's process for determining the level of Container contamination under the Agreement.

RESOLUTION NO. ____

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF
SECOND AMENDMENT TO FRANCHISE AGREEMENT FOR SOLID
WASTE AND RECYCLING SERVICES (Recology of the Coast)**

WHEREAS, the Montara Water and Sanitary District and Recology of the Coast entered into that certain agreement entitled, "Franchise Agreement between the Montara Water and Sanitary District and Recology of the Coast for Solid Waste and Recycling Services", effective October 1, 2013, as amended by that certain First Amendment to Franchise Agreement dated October 1, 2017 ("Agreement");and

WHEREAS, a proposed second amendment to the Agreement hereinafter referenced has been presented to and reviewed by this Board; and

WHEREAS, this Board hereby determines that said second amendment is in the public interest and should be approved and executed on behalf of the District;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE MONTARA
WATER AND SANITARY DISTRICT, A PUBLIC AGENCY IN THE COUNTY OF SAN
MATEO, CALIFORNIA, AS FOLLOWS:**

That certain agreement by and between the Montara Water and Sanitary District, a public agency in the County of San Mateo, California, and Recology of the Coast, a California Corporation, entitled "Second Amendment to Franchise Agreement" (form dated 12/02/21), a copy of which is on file in the District Administrative Offices, to which reference is hereby made for the full particulars thereof, is hereby approved, and the President and Secretary of this Board are hereby authorized and directed to execute said agreement, and to attest thereto, respectively, for and on behalf of the District.

President, Montara Water and Sanitary District

COUNTERSIGNED:

Secretary, Montara Water and Sanitary District

RESOLUTION NO. ____

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF
SECOND AMENDMENT TO FRANCHISE AGREEMENT FOR SOLID
WASTE AND RECYCLING SERVICES (Recology of the Coast)**

* * * *

I HEREBY CERTIFY that the foregoing Resolution No. ____ duly and regularly adopted and passed by the Board of the Montara Water and Sanitary District, County of San Mateo, California, at a Regular Adjourned Meeting thereof held on the 2nd day of December 2021, by the following vote:

AYES, Directors:

ABSTENTION:

NOES, Directors:

ABSENT, Directors:

Secretary, Montara Water and Sanitary District



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **December 2, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

SUBJECT: General Manager's Report

November 2021

811 Dig Alerts

- 11/3/2021- 1300 Alamo, install grounding rod
 - 580 Marine, gas main extension
 - 248 Virginia, remove and replace sanitary sewer
- 11/4/2021- 321 6th, install drainage
- 11/8/2021- 171 Arbor, trenching to install conduit
 - 50 Hermosa, install new power pole
- 11/9/2021- 2198 Vallemar, tree protection fence
 - 900 Buena Vista, excavate to repair broken gas valve
 - 50 Hermosa, install new power pole
- 11/10/2021- 880 Park, trench to install electric and gas
- 11/15/2021- Marine Blvd, transformer change out
 - 300 Virginia, install water and sewer service
 - 834 Buena Vista, install grounding rod
 - 538 5th, install foundation and driveway
 - San Lucas Ave. Repair gas line
- 11/18/2021- 35 Hermosa, install new pole
 - 1015 pearl, Sewr lateral replacement
- 11/19/2021-1640-1876 Carlos, work to level bike jumps.
- 11/22/2021-Marine Blvd, PG&E transformer changeout

Work Orders

- 11/1/2021- 42 missed reads during Meter reading for moss beach. Operators went to each house and verified the physical read.
 - 459 5th st. Customer moving, took final read and shut off water, left door tag.
 - 523 Kelmor st. Broken wires on register head, shows up as Tamper for meter reads. Operator went to home and replaced register head and transmitter due to wires unable to repair
 - 151 alton, Tampered transmitter unit. Operator repaired tamper and re-programmed with handheld trimble unit
 - 191 Reef Point road, Tampered transmitter unit, Operator repaired tamper and reprogrammed unit with handheld trimble unit



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **December 2, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

- 11/08/2021 – 436 4th customer has water leak, request water shut off for repair
 - 459 5th st, new homeowner. Operator went to home and turned on water service
- 11/09/2021- 175 Marine blvd, Customer has high water bill and suspects a leak, requesting profile and possible leak adjustment. Operator took profile, issue stems from irrigation system
 - 436 4th st, leak repaired, customer requested water service turned back on
- 11/10/2021- 967 Jordan St, no active account and water is on, Operator left door tag and shut off water
- 11/12/2021- Water quality issue, brown water in toilet bowl. Operator spoke with Customer, “Noticed slight discoloration in water within the toilet bowl, flushed once and it was gone” customer is on dead end line with blow off valve 20’ from house connection. Operator flushed blow off valve for 20 minutes, no color in white bucket test, 0.40 cl2 residual. Told customer to call back if issue persists.
- 11/15/2021-9685 Cabrillo hwy, homeowner taking over account. MOMI
 - 101 14th, courtesy leak notice , leak verified. Profile taken and customer given toilet tabs.
 - 840 Loma Vista, customer requested profile. Profile did not indicate a leak, customer emailed findings.
- 11/18/2021-419 7th, developer requested water pressure for zone. Hydrant #139=125 psi. contractor notified.
- 11/19/2021-255 Beach St, water quality complaint. Strong chlorine odor. Cl2 measured at house and nearest hydrant, both measured 1.1
 - 741 Harte St, courtesy leak notice. Profile taken and small leak identified for several months. Customer notified of findings.
- 11/22/2021, 741 Harte St. second profile taken and leak has stopped. Customer notified.
 - 341 6th, MOMI
 - 361 14th, MOMI
- 11/23/2021, Forced to drive Monthly and Quarterly state samples to Manteca for BSK dropoff after samples being delivered outside of holding time twice from negligent delivery service.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **December 2, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

After Hours Call Outs

- 10/17/2020- 6:24 pm. SCADA alarm call for AVW PTS (pump to service) Valve Fault. Operator visited site and determined the bray valve was stuck in the open position while the well was off. Bray valve manually closed and well placed in off position. Valve was replaced the following day and the well was placed back in normal operation.
- 10/20/21 – 1:30 am. Airport North Nitrate analyzer reading high nitrates while well is in standby. Turned from auto mode to off. Next day, took influent and effluent readings of sample water and probe reading X2 higher than handheld unit and adjacent Airport 3 well. Set up service call with HACH to service/replace probe under warranty. Well is shut down until repairs are made.

Repairs and Leaks

- 10/18/2021- 615 Lancaster. New 1.5" service line main tap for domestic and PFP service, old saddle was removed and clamped.

Miscellaneous

- Large pot hole filled in driveway
- 11/23/2021 - Collect and deliver 4TH Quarter nitrate samples to BSK in Manteca
- Clean porch rain gutters
- Trim Cypress tree in front of office

General Manager Leave: The General Manager will be out of the office on December 22 - 24.

Covid-19: MWSD offices remain closed to the public since March 16, 2020. SOP's for Covid-19 office and employee safety were updated since new health orders were issued. Non-essential construction and permitting is allowed in SMC and MWSD operations is working at full capacity always adhering to social distancing guidelines.

RECOMMENDATION:

This is for Board information only