

SEWER SERVICE AGREEMENT

THIS AGREEMENT is entered into this 1st day of July 2018, between the CITY OF STOCKTON, a municipal corporation ("CITY"), and Country Club Sanitary District ("DISTRICT") for conveyance of Wastewater and Wastewater services

RECITALS

- A. CITY owns and operates facilities for the transmission, treatment, and disposal of wastewater and the disposal of the by-products of wastewater treatment for the protection of the health and safety of its citizens for the preservation and enhancement of the environment and to provide for the future growth population in the metropolitan/regional area of Stockton.
- B. Sewer services are needed for the Service Area Map set forth in **Exhibit A**, which currently consists of 1,032 parcels within the County of San Joaquin bounded by Pershing Avenue to the east, Smith Canal to the south, Michigan Avenue to the north and Franklin Avenue to the west. Wastewater infrastructure and facilities within areas bounded by said streets are owned by the DISTRICT.
- C. The City currently provides sewer services to this and other areas outside the City limits.
- D. The City is willing and able to receive, transport, treat and dispose of sewage generated from the DISTRICT's service area.

NOW, THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, CITY and DISTRICT agree as follows:

1. DEFINITIONS AND ABBREVIATIONS

1.1 Unless otherwise defined herein, terms related to water quality and testing procedures for waste constituents and characteristics shall be as adopted in the latest edition of Standard Methods for the Examination of Water and Wastewater published by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation. Other terms not herein defined are defined as being the same as set forth in the International Building Code Council, International Building Code, 2015 Edition, as incorporated into the California Building Code 2016 Edition.

- a. BOD: Abbreviation for Biochemical Oxygen Demand.
- b. Capacity Service: The right to discharge wastewater into the CITY's regional system for transport and treatment by the CITY. Such discharge shall be governed by stipulated quantities and quality of discharge.
- c. Connection Fee: A fee imposed by the CITY for direct or indirect connection to the regional system.

- d. Cost: An amount of money associated with a specific item or purpose. Costs may be calculated amount (e.g., depreciation), or expenses actually incurred.
- e. Gpcd: Abbreviation for gallons per capita per 24-hours.
- f. Infiltration: The water entering a sewer system including sewer service connections, from the ground, through such means as, but not limited to, defective pipes, pipe joints, connections or manhole wall. Infiltration does not include and is distinguished from, inflow.
- g. Inflow: The water discharged into a sewer system, including service connections from such sources as, but not limited to, roof leaders, cellar, yards, area drains, foundation drains, cooling water discharges, drains from springs and swampy areas, manhole covers, cross connections from storm sewers and combined sewers, catch basins, storm waters, surface runoff, street wash waters, or drainage. Inflow does not include and is distinguished from infiltration.
- h. Mg/L: Abbreviation for milligrams per liter.
- i. Person: Any individual, partnership, firm, associations, corporation, or public agency including the State of California and the United States of America.
- j. Pollutant: Any constituent or characteristic of wastewater on which a discharge limitation may be imposed, whether by the CITY or the regulatory bodies empowered to regulate the CITY's wastewater discharge.
- k. Regional System: All portions of the CITY's Regional Wastewater Control Facility and those portions of the CITY's main, trunk, interceptor or other sewage, including pumping stations, in which the CITY provides capacity service for the DISTRICT are included in this Agreement.
- l. Sewage: Sewage is wastewater
- m. Unified Bill: Residential and commercial sewer service shall be billed on a unified bill to the customer receiving the bill for water at the service location.
- n. User: Any person who discharges, or causes a discharge of, wastewater directly or indirectly to a public sewer.
- o. Waste: Sewage and any and all other waste substances, whether liquid, solid gaseous, or radioactive, being associated with human habitation, or of human or animal origin, or from any producing, manufacturing or processing operation of whatever nature, including such wastes placed within containers of whatever nature, prior to and for the purpose of disposal.
- p. Wastewater: Water-borne waste matter associated with human or animal origin, or from any producing, manufacturing or processing operation of whatever nature.
- q. Wastewater Facilities: Also known as sewage facilities or Regional Wastewater Control Facility (RWCF). Any and all facilities intended and used for collecting, conveying, pumping, treating and disposing of wastewater. This includes, but is not necessarily limited to, any and all property, land, building, piping and other conveyances, pumps, equipment, devices, appurtenances and like located at or near 2500 Navy Drive in the city of Stockton, CA, which is an inherent part of the transportation, storage, treatment, recycling, reclamation, reuse and disposal processes for wastewater or its byproducts.

2. PURPOSE OF AGREEMENT

The purpose and intent of this Agreement are to provide the maximum public benefit from the use of the CITY's wastewater facilities and to provide the terms, conditions, and compensation for the CITY to transport, treat, dispose of and/or reclaim wastewater originating within DISTRICT's boundaries. Notwithstanding any other conflicting provision herein, nothing in this Agreement shall be deemed or construed to have caused the DISTRICT to have acquired any capital or other proprietary interest in the CITY's Regional Wastewater Control Facility or any other part of the regional system as it now exists.

3. REGIONAL SYSTEM

The CITY shall use its existing facilities for the common transmission, treatment, and disposal of wastewater and disposal of by-products of such treatment as needed to implement the regional system to accomplish the purpose of this Agreement. Such regional system shall consist of interceptor sewers, pumping stations on such interceptor sewers, and the treatment and disposal facilities. The regional system shall be owned solely by the CITY.

4. CITY TO ADMINISTER REGIONAL SYSTEM

4.1 The CITY shall administer this Agreement for the maximum public benefit and the common purpose. This shall be accomplished by regulating sewer use and wastewater discharges, providing fair and equitable distribution of the regional system costs, and providing procedures that allow the CITY to comply with requirements placed upon the CITY by other regulatory agencies.

4.2 The CITY shall administer, operate, manage, and control the regional system in an efficient and economical manner and maintain and preserve it in good repair and working order in accord with sound engineering practices.

4.3 The CITY agrees to accept, convey, treat and dispose of all wastewater discharged into the regional system under the terms of this Agreement and in compliance with all applicable laws, rules, and regulations.

4.4 All revenues, received by the CITY for the operation and maintenance of the regional system, shall be deposited in and accounted for in the CITY's Wastewater Fund.

5. INSPECTION AND SAMPLING CONDITIONS

The DISTRICT agrees to comply with the City/County Amended Memorandum of Understanding Concerning pretreatment of Wastewater (A-93-1392) dated December 7, 1993 (**Exhibit B**), and all rights and obligations of the County therein shall be those of the DISTRICT (for the map-see **Exhibit A**). The CITY shall have the right to inspect, sample

and test the DISTRICT's wastewater at any reasonable time without notice. If the CITY, at its discretion, determines an emergency situation exists, the CITY shall have the right to inspect, sample and test the DISTRICT's wastewater at any time without notice. The cost of sampling and inspection during these emergency situations shall be borne by the DISTRICT. The cost of routine inspections, sampling and/or testing shall be considered an ordinary expense of the regional system.

6. SANCTIONS

6.1 This Agreement shall not preclude the CITY from:

6.1.1 Providing wastewater transport and treatment facilities to other agencies or users, public or private.

6.1.2 Making beneficial use of treated effluent or the byproducts of treatment. Any revenues derived from such beneficial uses shall be used to offset the costs of operations and maintenance of the Regional Wastewater Control Facility.

6.1.3 Establishing a right to Delta water equivalent to the treated effluent total flow from the Regional Wastewater Control Facility.

6.1.4 Contracting for the performance of elements of its responsibility under this Agreement such as, but not limited to, biosolids disposal. The cost of performance under such contracts shall be considered an operation and maintenance expense.

7. DISTRICT'S OBLIGATION TO COLLECT AND DELIVER WASTEWATER

7.1 The DISTRICT shall operate and maintain all wastewater collection systems within its jurisdiction (**Exhibit A**) and shall operate and maintain in good condition such sewers as are necessary to deliver wastewater to the CITY's regional system.

7.2 The DISTRICT shall collect and convey wastewater to the regional system in such manner as to comply with all terms of this Agreement and with all applicable laws, rules, and regulations.

7.3 Nothing in this Agreement shall be construed to grant to the CITY any right to any portion of the existing sewers, pumping stations or the treatment facility service of the DISTRICT upstream from the point of delivery. Neither shall the CITY have any responsibility for the operation or maintenance of said DISTRICT sewer systems within boundaries described in **Exhibit A**.

8. LIMITATIONS ON CHARACTERISTICS OF SEWAGE

8.1 The CITY and the DISTRICT acknowledge and agree that the primary purpose of the regional system and of this Agreement shall be to transport, treat, dispose of and/or reclaim wastewater arising from domestic and related water uses; that the

admission of inflow and infiltration shall be subject to conditions as stated; that the discharge of wastewater from commercial processes to the sewerage system shall be subject to limitations described herein; and that the admission of matter of a kind of quantity/quality which may damage the system, its functions, or the quality of its effluent or reclaimed products shall be prohibited.

8.2 The CITY and the DISTRICT agree to the following specific limitations, prohibitions, and actions:

8.2.1 Each party shall take the necessary steps to abate existing inflows within its respective jurisdiction.

8.2.2 Each party shall take reasonable and necessary steps to minimize infiltration of groundwater and stormwater into its sewerage system through a maintenance program of its sewerage system. Wastewater, as discharged by the DISTRICT to the regional system, shall meet requirements with respect to quality, characteristics, and prohibited substances contained in the CITY's Sewer Use Ordinance and applicable regulations; shall not create an odor or nuisance at the point of discharge; or result in damage to sewers and other structures at the point of discharge.

8.2.3 The CITY shall notify the DISTRICT in writing of actual or impending infractions of the foregoing limitations, prohibitions, and actions. In the event that noncompliance of the DISTRICT is determined to be a contributing cause of failure of the regional system to meet state or federal requirements, the DISTRICT shall take immediate action to correct such noncompliance and shall keep the CITY free and harmless of any costs incurred in defending legal action brought against the CITY as a result of such noncompliance of the DISTRICT.

9. CAPACITY SERVICE

9.1 For the purposes of this Agreement, capacity service is anticipated not to exceed an average daily flow of 100 gpcd, and such average daily flow anticipates the discharge of normal residential and commercial wastewater into the regional system from the DISTRICT sources which are approximately 250 mg/L BOD and 300 mg/L SS.

9.2 In the event the DISTRICT wastewater user discharges exceed the limits for capacity service, the DISTRICT shall pay an increased rate of payment in accordance with the user classification for the commercial use involved, in terms of such charges, fees and penalties as may be provided in the CITY's rules and rate structure that apply to the commercial user at that time.

10. CONNECTION FEES

10.1 Connection fees for new users shall be the same in the DISTRICT as in the CITY according to the City of Stockton current Fee Schedule (**Exhibit C**) prevailing at the time of application. Any new user shall be subject to the terms and conditions of this

Agreement.

10.2 The DISTRICT, shall, after the effective date of this Agreement, collect a proper connection fee from each proposed new user and make application to the CITY for a permit for such connection to the regional system. The permit must comply with the City's requirements and does not always guarantee approval. Payment of the connection fee to and receipt of a permit from the CITY shall precede any work undertaken to physically connect to the DISTRICT'S system which is connected to the regional system.

11. SEWER SERVICE CHARGES

11.1 "User" classifications in the DISTRICT shall conform to "user" classifications in the CITY for the purpose of determining fair and equitable sewer charges in the DISTRICT.

11.2 Sewer service charges in the DISTRICT shall be as adopted pursuant to the provisions of the DISTRICT's Ordinance No. 1-79 (**Exhibit D**) and as amended by Ordinance No. 1-90 (**Exhibit E**).

11.3 The DISTRICT hereby designates the CITY as its agent for collection of user service charges and the CITY agrees to bill within the DISTRICT for payment of sewer service charges in accordance with the CITY's billing program for other sewer service accounts.

11.4 The rates billed shall be those adopted by resolution of the Board of Directors of the DISTRICT pursuant to the provisions of the DISTRICT's Ordinance No. 1-79 and its amendment Ordinance No. 1-90. These rates shall recognize that the DISTRICT owns and maintains its own lines. Any delinquent accounts shall be notified by the DISTRICT through the CITY as its designated agent, in the same manner as CITY accounts as provided by the Stockton Municipal Code. All penalties assessed for delinquent accounts shall be as provided in the CITY's billing program for other sewer service accounts.

11.5 Any future changes to the Stockton Municipal Code (SMC) Section 13.08 Sewer Use and Section 13.12 Wastewater User Charges and Fees shall warrant an amendment to this Agreement.

11.6 Any additional services provided by the CITY to the DISTRICT that is not part of the regular billing or assessment processes shall be billed to the DISTRICT separately.

12. TERM OF AGREEMENT

This Agreement shall become effective upon the date of the last signatory hereto, and shall expire on June 30, 2028.

13. RECORDS AND ACCOUNTS

The CITY and its agents shall keep proper books and records which shall incorporate general accounting principles as promulgated by the American Institute of Certified Public Accountants (AICPA) for enterprise accounting and shall comply with State and Federal Clean Water Grant Program regulations in accordance with the City's Record Retention Policy. Said books and records shall be provided upon written request, be subject to inspection by any duly authorized representative of the DISTRICT.

14. LIABILITIES AND LIMITATIONS OF PARTIES

The CITY agrees to maintain and operate the regional system in a competent and diligent manner to the end that requirements set by the California Regional Water Quality Control Board, Central Valley Region, and any other agency having jurisdiction thereof be met.

15. INDEMNITY/HOLD HARMLESS

To the fullest extent permitted by law, the District shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of District or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreements.

16. SEVERABILITY

16.1 If any section, subsection, sentence, clause, phrase or word of this Agreement, or the application thereof, to either party, or any other person or circumstance is for any reason held invalid, it shall be deemed severable and the validity of the remainder of the Agreement or the application of such provision to the other party, or to any other persons or circumstances shall not be affected thereby.

16.2 Each party hereby declares that it would have entered into this Agreement and each section, subsection, sentence, clause, phrase and word thereof irrespective of the fact that one or more, subsection, sentence, clause, phrase, and word, or the application thereof to either party or any other person or circumstance be held invalid.

17. AGREEMENT

This Agreement may be supplemented or amended by an Agreement in writing executed by the respective officers of the DISTRICT and the CITY, as authorized by their legislative bodies.

18. NOTICES

All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

Consultant: Ginger Root, Clerk of the Board
Country Club Sanitary District
4330 North Pershing Avenue, Suite B-1
Stockton, CA 95207-6965

City: City Manager
City of Stockton
2500 Navy Drive
Stockton, CA 95206

19. GOVERNING LAW

California law shall govern any legal action pursuant to this Agreement with a venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Eastern District, Sacramento Division.

20. AUTHORITY

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF: the parties have this Agreement the day and year first hereinabove written.

CITY OF STOCKTON

Kurt O. Wilson, City Manager

CONTRACTOR

By: _____

Signature

John Dalrymple

ATTEST:

Title: President

Bret Hunter, CMC, City Clerk

*[If Contractor is a corporation, signatures must
comply with Corporations Code §313]*

APPROVED AS TO FORM:
JOHN M. LUEBBERKE, CITY ATTORNEY

By: _____

Signature

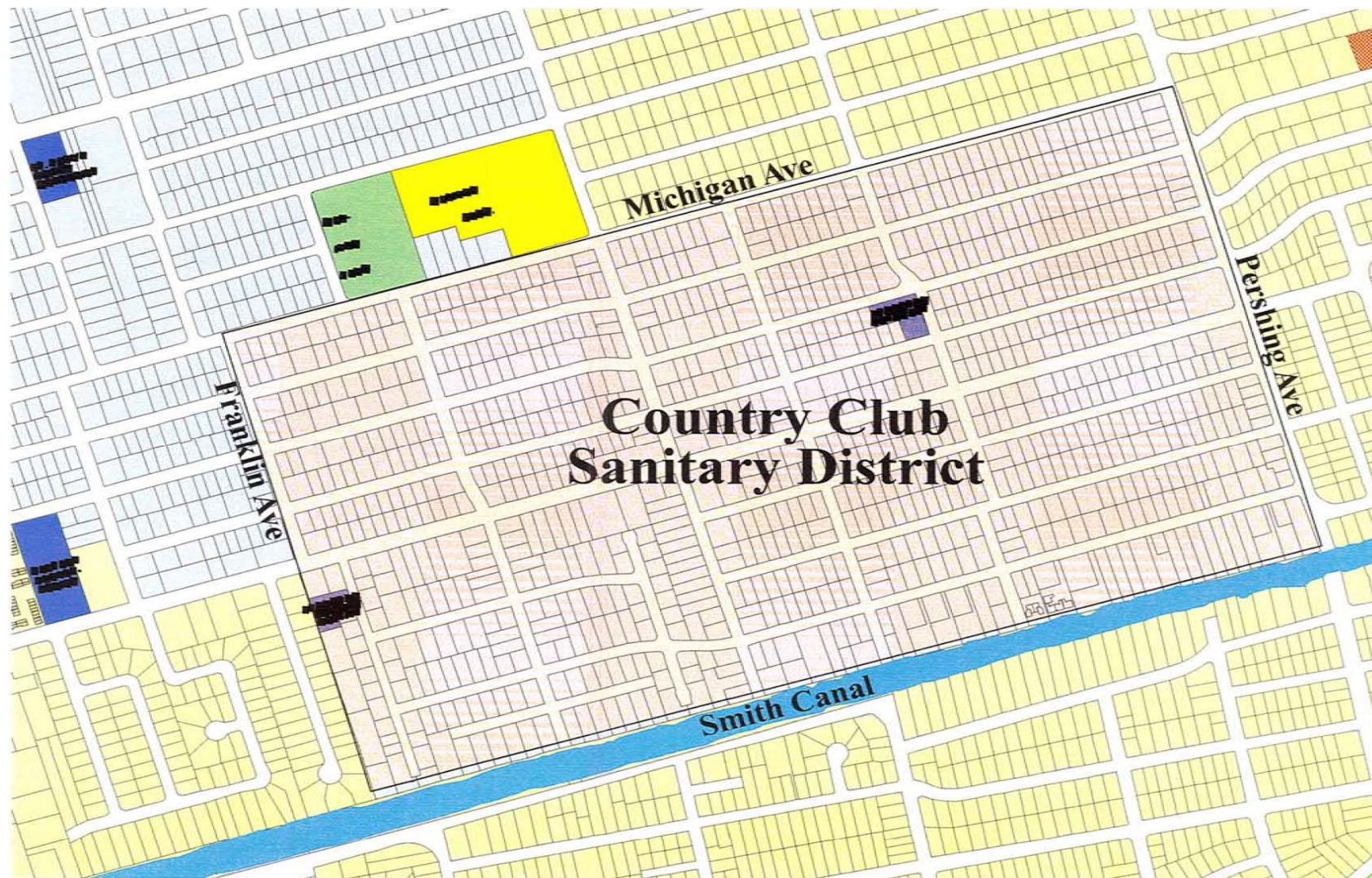
DEPUTY CITY ATTORNEY

Print name

Title: _____

Exhibit A Map
Exhibit B City/County Amended MOU (A-93-1392)
Exhibit C Fee Schedule
Exhibit D Districts Ordinance No. 1-79
Exhibit E Districts Amendment Ordinance No. 1-90

EXHIBIT A



AMENDED
MEMORANDUM OF UNDERSTANDING CONCERNING
PRETREATMENT OF WASTEWATER

THIS MEMORANDUM OF UNDERSTANDING is entered into this DEC 07 1993 day of _____ 1993, between the COUNTY OF SAN JOAQUIN (hereinafter referred to as "COUNTY") and the CITY OF STOCKTON (hereinafter referred to as "CITY").

WHEREAS, unincorporated areas of COUNTY, which are located within the metropolitan area of CITY and which are either directly connected to or are serviced by CITY'S Sewer System, should be subject to pretreatment inspection and requirements that are at least as stringent as those imposed on users within CITY so as to prevent the entry of detrimental substances into the collection system or treatment works of the CITY'S sewer system; and

WHEREAS, federal, state, and CITY laws and regulations require inspection and pretreatment of any discharge which would be detrimental to the treatment works or to its proper and efficient operation and maintenance prior to entry into the sewer system; and

WHEREAS, it is desirable to have a uniform standard for inspection and pretreatment of discharges into CITY'S Sewer System throughout CITY'S entire metropolitan area regardless of whether the discharge occurs in CITY or in COUNTY;

NOW, THEREFORE, IT IS AGREED and is the mutual understanding of COUNTY and CITY that the following provisions shall apply to sewer services utilized by all unincorporated areas of COUNTY which are within the metropolitan area of CITY and which are either directly connected to or are serviced by CITY'S sewer system:

(1) CITY personnel shall have the authority to carry out all pretreatment inspection, surveillance and monitoring procedures necessary to determine, independent of information supplied by industrial/commercial users, compliance or noncompliance with applicable CITY Pretreatment Standards and Requirements by industrial users. Representatives of CITY are also authorized to enter any premises of any industrial user in which a discharge source or treatment system is located or in which records are required to be kept and to undertake such measures as are necessary to assure compliance with CITY'S Pretreatment Standards. Such authority of CITY shall be at least as extensive as the authority provided under section 308 of the Federal Water Pollution Control Act.

(2) CITY shall have authority to deny or condition new or increased contributions of pollutants or changes in the nature of pollutants to CITY'S Sewer Treatment Works by industrial users where such contributions do not meet applicable CITY Pretreatment

Standards and Requirements or where such contributions would cause CITY'S treatment works to violate its NPDES permit.

(3) COUNTY shall adopt ordinance provisions which shall require industrial/commercial users within the COUNTY area to comply with pretreatment standards and regulations, including local limits, which shall be at least as stringent as those standards, regulations, and limits contained in CITY'S pretreatment ordinance. In addition, CITY shall notify COUNTY, within thirty (30) days of CITY'S final adoption, of any amendments to CITY'S wastewater pretreatment ordinance. Thereafter, COUNTY shall review its ordinance to determine whether an amendment is necessary to ensure that the pretreatment limitations and regulations contained in its ordinance remain at least as stringent as CITY'S. If after such review, it is determined that an amendment to COUNTY'S ordinance is necessary, COUNTY shall, within sixty (60) days of receiving the notice from CITY, initiate the procedures necessary to amend its ordinance.

(4) CITY may control, through permit, order, or similar means when necessary, the pollutant contribution to CITY'S Sewer Treatment Works by each industrial/commercial user to ensure compliance with applicable CITY Pretreatment Standards and Requirements.

(5) CITY may require (a) the development of a compliance schedule by each industrial/commercial user for the installation of technology required to meet applicable CITY Pretreatment Standards and Requirements, and (b) the submission of all notices and self-monitoring reports from industrial users as are necessary to assess and assure industrial users' compliance with CITY Pretreatment Standards and Requirements.

(6) CITY may obtain remedies for noncompliance by any industrial user as to any CITY Pretreatment Standard and Requirement. CITY shall be able to seek injunctive relief for noncompliance by industrial users with the CITY Pretreatment Standards and Requirements. In cases where state law has authorized CITY or its treatment works to pass ordinances or other local legislation, the CITY'S Sewer Treatment Works shall exercise such authorities in passing legislation to seek and assess civil or criminal penalties for noncompliance by industrial/commercial users with Pretreatment Standards and Requirements.

(7) Pretreatment requirements which will be enforced by CITY through the remedies set forth in 40 Code of Federal Regulations part 403.8(f)(1)(vi)(A) shall include, but shall not be limited to, the duty to allow or carry out inspections, entry, or monitoring activities; any rules, regulations, or orders issued by CITY or its Sewer Treatment Works or any reporting requirements imposed by CITY or its Sewer Treatment Works. CITY or its Sewer Treatment Works shall have authority, after giving notice to the discharger, to halt or prevent any discharge of pollutants to the CITY'S Sewer Treatment Works which reasonably appears to present an imminent endangerment to the health or welfare of persons. CITY or its Sewer Treatment Works shall also give notice to the affected industrial/commercial

users and an opportunity to respond to the notice to halt or prevent any discharge to CITY'S Treatment Works which endangers or may endanger the environment or which threatens to interfere with the operation of CITY'S Sewer Treatment Works.

(8) CITY may identify and locate all possible industrial/commercial users which might be subject to CITY'S Pretreatment Program.

(9) CITY may identify the character and volume of pollutants contributed to CITY'S Sewer Treatment Works by the industrial users identified under 40 Code of Federal Regulations part 403.8(f)(2)(i).

(10) CITY has authority to notify industrial users identified under 40 Code of Federal Regulations part 403.8(f)(2)(i), of applicable pretreatment standards and any applicable requirements under sections 204(b) and 405 of the Act and subtitles C and D of the Resource Conservation and Recovery Act (RCRA).

(11) CITY may receive and analyze self-monitoring reports and other notices submitted by industrial users in accordance with the self-monitoring requirements in 40 Code of Federal Regulations 403.12

(12) County shall actively assist City in carrying out its pretreatment program by immediately forwarding to City all reports, records, and all other documentation and information regarding any discharges of wastewater submitted to or obtained by County and shall provide, within a reasonable time, such other information regarding dischargers as may be requested by City.

(13) CITY may randomly sample and analyze the effluent from industrial/commercial users and conduct surveillance and inspection activities in order to identify, independent of information supplied by industrial/commercial users, occasional and continuing noncompliance with pretreatment standards.

(14) CITY may investigate instances of noncompliance with CITY'S Pretreatment Standards and Requirements by analysis, inspection, and surveillance activities. Sample taking and analysis and the collection of other information shall be performed with sufficient care to produce evidence admissible in enforcement proceedings or in judicial actions.

(15) CITY may require compliance with the public participation requirements of 40 Code of Federal Regulations, Part 25, in the enforcement of National Pretreatment Standards. These procedures shall include provisions for at least annually providing public notification, in the largest daily newspaper published in the municipality in which CITY'S Sewer Treatment Works is located, and to notify industrial users which, during the previous 12 months, were significantly violating applicable CITY Pretreatment Standards or other Pretreatment Requirements. In addition, CITY shall be responsible for maintaining/routinely updating the industrial waste

survey in order to ensure that current information on all industrial users remains readily available.

(16) CITY shall indemnify, defend, and hold harmless COUNTY, its elected officials, officers, and employees in connection with any claims, imposition of penalties, or any enforcement or other actions whatsoever, including, but not limited to, those brought by federal, state, or local agencies having regulatory jurisdiction over the subject matter of this Memorandum of Understanding, which arise as a result of CITY's failure to comply with the provisions set forth herein.

(17) COUNTY shall indemnify, defend, and hold harmless CITY, its elected officials, officers, and employees in connection with any claims, imposition of penalties, or any enforcement or other actions whatsoever, including, but not limited to, those brought by federal, state, or local agencies having regulatory jurisdiction over the subject matter of this Memorandum of Understanding, which arise as a result of COUNTY'S failure to comply with the provisions set forth herein.

ATTEST: JORETTA J. HAYDE
Clerk of the Board of Supervisors of the County of San Joaquin, State of California

By Caroline Genco
Deputy Clerk



COUNTY OF SAN JOAQUIN a political subdivision of the State of California

By William N. Sousa
WILLIAM N. SOUSA
Chairman
Board of Supervisors

APPROVED AS TO FORM:

JOHN F. CHEADLE
COUNTY COUNSEL

By Rebecca Davis
REBECCA DAVIS
Deputy County Counsel

"COUNTY"

CITY OF STOCKTON, a municipal corporation

By Dwane Milnes
DWANE MILNES
CITY MANAGER

ATTEST:

Frances Hong
FRANCES HONG
CITY CLERK

"CITY"

APPROVED AS TO FORM:

R. THOMAS HARRIS
CITY ATTORNEY

Laurent Stout
Deputy CITY ATTORNEY

Municipal Utilities Department**Wastewater****(209) 937-8700****FY 2017-18 Adopted Fee Schedule**

<i>Account #</i>	<i>Effective Date</i>	<i>Description</i>	<i>Amount</i>
Residential - Contract Users; County District Billing			
Varies by Fee Zone	7/1/2017	Single-Family & Condo	\$38.36
Varies by Fee Zone	7/1/2017	Multi-Family	\$36.06
Varies by Fee Zone	7/1/2017	Apartments	\$30.04
Residential - City; Contract User, City Billed & Maintained			
Varies by Fee Zone	7/1/2017	Single-family	\$42.06
Varies by Fee Zone	7/1/2017	Multi-family	\$40.20
Varies by Fee Zone	7/1/2017	Apartments	\$34.22
Commercial/Institutional - City; Contract User, City Billed & Maintained			
Varies by Fee Zone	7/1/2017	Low Strength - Fixed Monthly	\$23.16
Varies by Fee Zone	7/1/2017	Low Strength - Flow/hcf	\$1.64 / hcf
Varies by Fee Zone	7/1/2017	Medium Strength - Fixed Monthly	\$23.16
Varies by Fee Zone	7/1/2017	Medium Strength - Flow/hcf	\$2.03 / hcf
Varies by Fee Zone	7/1/2017	High Strength - Fixed Monthly	\$23.16
Varies by Fee Zone	7/1/2017	High Strength - Flow/hcf	\$3.41/ hcf
Varies by Fee Zone	7/1/2017	Schools - Fixed Monthly	\$23.16
Varies by Fee Zone	7/1/2017	Schools - Other	\$0.96 / ADA
Commercial/Institutional - Contract Users, City Billed, County Maintained			
Varies by Fee Zone	7/1/2017	Low Strength - Fixed Monthly	\$20.34
Varies by Fee Zone	7/1/2017	Low Strength - Flow/hcf	\$1.64 / hcf
Varies by Fee Zone	7/1/2017	Medium Strength- Fixed Monthly	\$20.34
Varies by Fee Zone	7/1/2017	Medium Strength - Flow/hcf	\$2.03 /hcf
Varies by Fee Zone	7/1/2017	High Strength - Fixed Monthly	\$20.34
Varies by Fee Zone	7/1/2017	High Strength - Flow/hcf	\$3.41 /hcf
Varies by Fee Zone	7/1/2017	Schools - Fixed Monthly	\$20.34
Varies by Fee Zone	7/1/2017	Schools - Other	\$0.96 / ADA
Industrial - City; Contract User, City Billed & Maintained			
Varies by Fee Zone	7/1/2017	Admin Charge / Connection	\$23.16
Varies by Fee Zone	7/1/2017	Capacity (Standby Charges) Flow	\$613.86 /MG/mo
Varies by Fee Zone	7/1/2017	Capacity (Standby Charges) BOD	\$99.37 /1,000 lbs/mo
Varies by Fee Zone	7/1/2017	Capacity (Standby Charges) TSS	\$72.57/1,000 lbs/mo
Varies by Fee Zone	7/1/2017	Annual O & M Flow	\$530.64/MG/mo

EXHIBIT D

ORDINANCE NO. 1-79

AN ORDINANCE PROVIDING FOR THE FIXING AND COLLECTION OF CHARGES FOR SERVICES RENDERED BY THE COUNTRY CLUB SANITARY DISTRICT.

The District Board of the Country Club Sanitary District does ordain as follows:

SECTION 1. DISTRICT. "District" as used herein shall mean the Country Club Sanitary District of the County of San Joaquin, State of California.

SECTION 2. BOARD; DISTRICT BOARD. "Board" or "district board" as used herein shall mean the governing board of the district.

SECTION 3. CLERK. "Clerk" shall mean the official clerk or secretary of the district board.

SECTION 4. CHARGES. "Charges" shall mean fees, tolls, rates, rentals or other charges for services and facilities furnished by District in connection with its sanitation and sewerage system.

SECTION 5. PERSON. "Person" shall mean any individual, partnership, firm, association, corporation or public entity or agency.

SECTION 6. PREMISES. "Premises" shall mean a parcel of real estate including any improvements thereon located within the legal boundaries of District which is connected to, receives or uses, or is required to connect to, receive or use, the sanitation and sewerage system of District.

SECTION 7. SERVICE CHARGES. Any person who uses the sanitation and sewerage system or each premise connected or required to be connected to the sanitation and sewerage system of District shall pay to District or its designated agent as a fee for the use of said system a service charge as established from time to time by District.

SECTION 8. AUTHORITY TO FIX AND COLLECT SERVICE CHARGES. The board may fix and collect charges for services rendered by District to pay, in whole or in part for the cost of said services. The revenue obtained thereby may be in lieu of or supplemental to revenue obtained by the levy of taxes. The charges may, or may not, vary by reason of the nature of the use or the amount in which the services rendered correspond to the cost and value of the services.

SECTION 9. RESPONSIBILITY FOR PAYMENT OF SERVICE CHARGES. No facility or service of District shall be furnished to any premises or to any owner of premises or other person free of charge. The owner of any premises shall be responsible for payment of any and all service charges applicable to the premises owned by him. It shall be the duty of each such owner to ascertain the amount and due date of any such charge applicable to the premises owned by him and to pay such charges when due and payable.

SECTION 10. COLLECTION OF SERVICE CHARGES. From time to time the board shall determine which of the following methods of collection of service charges shall be used:

(a) TAX ROLL. The board may elect to have service charges collected on the tax roll in the same manner and at the same time as general ad valorem property taxes are collected.

(b) DIRECT BILLING. The board may elect to have service charges collected by direct billing by District or its designated agent. If the board elects to adopt direct billing, said direct billing may be either monthly, quarterly or semi-annually as the board in its discretion from time to time elects.

SECTION 11. DELINQUENT SERVICE CHARGES - DIRECT BILLING. If accounts billed directly are not paid within twenty-five (25) days from the date of billing, a basic penalty of ten (10%) percent of the amount of the bill shall be added to such bill and thereafter a penalty of one-half (1/2) of one (1) percent per month of the amount of the bill shall be added to the bill during the time it remains unpaid.

SECTION 12. REMEDY FOR NON-PAYMENT OF SERVICE CHARGES - DIRECT BILLING. Upon failure of the owner of any premises to pay service charges prior to delinquency, any one or more of the following actions may be taken by District to enforce payment:

(a) DELINQUENT PENALTIES. In each case where all or any part of a bill remains unpaid twenty-five (25) days from the date of billing, District may add the penalties provided in Section 11 of this Ordinance.

(b) DISCONNECTION. In each case where all or any part of a bill remains unpaid for a period in excess of ninety (90) days, District or its designated agent may disconnect the premises from the sanitation and sewerage system of District. In the event the premises are disconnected for non-payment of service charges, such premises shall not be reconnected to said system until all delinquent charges and penalties have been paid, a disconnection fee equal to the actual cost to District for such disconnection has been paid, and a reconnection fee equal to the actual cost to be incurred by District has been paid.

(c) ABATEMENT. In each case where premises have been disconnected from said system, District may take or request any authorized public officer to take such steps as may be legally taken to abate the use and prohibit occupancy of such premises until such premises are reconnected to said system.

SECTION 13. ANNUAL WRITTEN REPORT - TAX ROLL. If the board elects to collect service charges on the tax roll, once a year the board shall cause a written report to be prepared for District of the charges to be imposed and collected on the tax roll. The report shall contain a description of each parcel of real property receiving services and the amount of the charge for each parcel for the year computed. The report shall be filed with the clerk of the board.

SECTION 14. NOTICE OF HEARING. Upon the filing of the report the clerk of the board shall fix a time, date, and place for the hearing thereon and for filing objections or protests thereto. The clerk of the board shall publish notice of such hearing as provided in Section 6066 of the Government Code in a newspaper of general circulation printed or published in the district.

SECTION 15. HEARING. At the time, date and place stated in the notice, the board shall hear and consider all objections or protests, if any, to the report and may continue the hearing from time to time. Upon conclusion of the hearing the board may adopt, revise, change, reduce or modify any charge and shall make its determination upon each charge as described in the report and shall by resolution confirm the report.

SECTION 16. TAX BILL. If the charges set forth in the report, as confirmed, are to be collected on the tax roll, they shall appear as a separate item on the tax bill.

SECTION 17. COLLECTION PROCEDURE. The charges may be collected at the same time and in the same manner as ordinary county ad valorem property taxes are collected and shall be collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ad valorem property taxes. All laws applicable to the levy, collection and enforcement of county ad valorem property taxes shall be applicable to such charges except:

(1) Limitations upon the amount of taxes which can be collected, and

(2) If the property to which such charge relates has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attached thereon, prior to the date on which the first installment of such taxes would become delinquent, then the charge confirmed pursuant to this section shall not result in a lien against such real property but instead shall be transferred to the unsecured roll for collection.

The method of collecting charges as in this section provided, shall be available as an alternative to any other method of collection available and need not be utilized unless the board in its discretion elects to use such method.

SECTION 18. EXERCISE OF DISCRETION RESERVED. None of the provisions herein shall be deemed to require the board to provide any authorized service or services of any type at any time, within the District. The board expressly reserves the right to exercise its discretion with respect to such matters.

SECTION 19. EFFECTIVE DATE. This ordinance shall take effect and be in force thirty (30) days after its passage, and prior to the expiration of fifteen (15) days from the passage thereof, shall be published once in the Stockton Record, a newspaper of general circulation published in the County of San Joaquin, State of California, with the names of the members of the board voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the board of the Country Club Sanitary District of the County of San Joaquin, State of California, on the 15th day of May, 1979, by the following vote, to wit:

AYES: George Fowler, Jim Moradian, Joe Calcaterra
and M. H. Brown

ABSENT: Art Basso

George C. Fowler
Chairman, Board of the Country Club
Sanitary District of the County of
San Joaquin, State of California.

ATTEST:

(Mrs) Aloka V. Cornwell
Secretary of the Board of the Country
Club Sanitary District of the County
of San Joaquin, State of California.

(Seal)

EXHIBIT E

ATTACHMENT C

ORDINANCE NO. 1-90

AN ORDINANCE AMENDING ORDINANCE NO. 1-79 PROVIDING FOR THE COLLECTION OF FEES FOR SERVICES RENDERED BY THE COUNTRY CLUB SANITARY DISTRICT:

The District Board of the Country Club Sanitary District does ordain as follows:

SECTION 1. Section 11 of Ordinance No. 1-79, relating to delinquent service charges - direct billing, is hereby amended, as follows:

"SECTION 11. DELINQUENT SERVICE CHARGES - DIRECT BILLING. If accounts billed directly are not paid within twenty five (25) days from the date of billing, a basic penalty of ten (10%) percent of the amount of the bill shall be added to such bill and thereafter a penalty of ~~one-half (1/2)~~ of one (1) percent per month of the amount of the bill shall be added to the bill during the time it remains unpaid."

SECTION 2. Section 15 of Ordinance No. 1-79, relating to hearings, is hereby amended, as follows:

"SECTION 15. HEARING. At the time, date and place stated in the notice, the board shall hear and consider all objections or protests, if any, to the report and may continue the hearing from time to time. Upon conclusion of the hearing the board may adopt, revise, change, reduce or modify any charge and shall make its determination upon each charge as described in the report and shall by resolution confirm the report. An administrative fee of twenty (20) dollars shall also be added to cover the cost of handling said delinquent service charge to all accounts authorized to be assessed."

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect and be in force thirty (30) days after its passage, and prior to the expiration of fifteen (15) days from the passage thereof, shall be published once in the Stockton Record, a newspaper of general circulation in the County of San Joaquin, State of California, with the names of the members of the board voting for and against the same."

PASSED AND ADOPTED at a regular meeting of the board of the Country Club Sanitary District of the County of San Joaquin, State of California, on the 17th day of July, 1990, by the following vote, to wit:

AYES: M. H. Brown, George Fowler, James Moradian,
Ralph Treebs

NOES: None

ABSENT: Joe Calcaterra

George Fowler
President, Board of the Country
Club Sanitary District of the
County of San Joaquin, State of
California

ATTEST:

Clara Cornwell
Clerk of the Board of the Country
Club Sanitary District of the Coun
of San Joaquin, State of California