**SEWER SYSTEM FACILITY REQUIREMENTS AND DESIGN GUIDELINES**

**MAIN DOCUMENT**


**SECTION III - DESIGN CRITERIA**

C. **SEWER CONSTRUCTION DRAWING DESIGN CRITERIA**

1. **Sewer Location**

   Unless otherwise approved by the District, all sewers shall be located on the north or east side of the street, six feet off of street centerline, per the Riverside County Transportation Department Standard No. 817. Location is not to interfere with other existing utilities.

   Sewer installation near potable water pipelines shall be in accordance with California Department of Public Health (CDPH), Guidance Criteria for the Separation of Watermains and Non-Potable Pipelines, Title 22, §64572. In general, sewers should cross perpendicular to water pipelines a minimum of one-foot below. Sewer pipelines parallel to water pipelines shall be located a minimum of 10 feet (measured from outside of both pipes) from the water pipeline. When separation criteria cannot be met, Standard Drawing S-23 and Department of Health Services’ Guidance Memo No. 2003-2 may be used only with written approval from the State Water Resources Control Board.

   Sewer installation, when crossing other utilities, shall provide a one-foot minimum vertical clearance, unless otherwise approved by the District and CDPH State Water Resources Control Board.

   Sewer installation shall provide a minimum clearance of 50 feet from all potable, non-potable, and measuring wells. Manholes shall be located a minimum of 100 feet from any well.

2. **Sewer Materials**

   Unless otherwise authorized by the District, all sewers shall be constructed of the following materials (refer to District’s Standard Specifications and Standard Drawings for Water and Sanitary Sewer Facilities for material specifications):

---

**Change Legend:**

- **Added**
- **Strike-out**
- **Renamed**
SEWER SYSTEM FACILITY REQUIREMENTS AND DESIGN GUIDELINES

MAIN DOCUMENT (CONTINUED)

3. Sewer Materials (Continued)

   Residential/Commercial Sewers:
   PVC (SDR 35)
   or
   VCP (extra strength)
   or
   Ductile Iron Pipe (DIP) [class as required] if required by CDPH State Water Resources Control Board or District (special case)

   Commercial/Industrial Sewers:
   VCP (extra strength)
   or
   DIP if required by CDPH State Water Resources Control Board or District (special case)

   Force Mains:
   up to 12-inch diameter – PVC (C900), Class 200 minimum
   greater than 12-inch diameter – PVC (C905), Class 235 minimum
   HDPE (by special design)

APPENDIX

Replace Appendix “E,” Rancho California Water District, General Construction Notes

4. CONSTRUCTION DRAWINGS

SEWER SYSTEM FACILITY REQUIREMENTS AND DESIGN GUIDELINES

Rancho California Water District

42135 Winchester Road
Temecula, CA  92590
(951) 296-6900

March 2017
TABLE OF CONTENTS

SECTION I - INTRODUCTION .................................................................................................................. 1
   A. GENERAL ........................................................................................................................................ 1
   B. POLICY ............................................................................................................................................ 1
   C. REQUIREMENTS .......................................................................................................................... 2

SECTION II – PROCEDURES FOR PRE-DESIGN PLANNING AND
CONSTRUCTION DRAWING APPROVAL ................................................................................................. 3
   A. PRE-DESIGN PLANNING AND CONDITIONS .............................................................................. 3
      1. Project Information Worksheet ................................................................................................. 3
      2. Engineering Service Application/Deposit .................................................................................... 4
      3. Sewer System Layout and Hydraulic Network Analysis .......................................................... 4
   B. NEW FACILITIES AND LINE EXTENSIONS ................................................................................. 5
      1. Engineering Service Application and Plan Check Deposit .......................................................... 5
      2. First Plan Check .......................................................................................................................... 5
      3. Submit Subsequent Plan Checks ............................................................................................... 6
      4. Submit Original Construction Drawings for Approval ............................................................. 6
      5. Final Construction Drawings ..................................................................................................... 7
   C. REVISIONS/ADDITIONS TO PREVIOUSLY-APPROVED CONSTRUCTION DRAWINGS OR EXISTING AS-BUILT DRAWINGS .................................................................................. 7
      1. Obtaining a Copy of the District’s As-Built Construction Drawings .......................................... 7
      2. Engineering Service Application and Plan Check Deposit ....................................................... 7
      3. First Plan Check .......................................................................................................................... 7
      4. Subsequent Plan Checks ............................................................................................................. 8
      5. Submit Original Construction Drawings for Approval ............................................................. 8
      6. Final Construction Drawings ..................................................................................................... 9
   D. PROCEDURE FOR OBTAINING APPROVAL FOR CHANGES TO
   DESIGN PLANS DURING CONSTRUCTION ...................................................................................... 9

SECTION III – DESIGN CRITERIA .............................................................................................................. 10
   A. SEWER SYSTEM ANALYSIS CRITERIA ....................................................................................... 10
      1. Sewer Diameters ....................................................................................................................... 10
      2. Sewer Friction Factors .............................................................................................................. 10
      3. Average Daily Flow .................................................................................................................... 10
      4. Peak Flows ............................................................................................................................... 10
      5. System Hydraulic Analysis ...................................................................................................... 11
   B. SEWAGE LIFT STATIONS AND METERING STATIONS .............................................................. 11
   C. SEWER CONSTRUCTION DRAWING DESIGN CRITERIA ............................................................ 11
      1. Sewer Location .......................................................................................................................... 11
      2. Minimum Pipe Cover ............................................................................................................... 12
      3. Sewer Materials ...................................................................................................................... 12
      4. Pipe Slope ............................................................................................................................... 12
      5. Manholes .............................................................................................................................. 13
TABLE OF CONTENTS (Continued)

6. Sewer Laterals ................................................................. 13
7. Sewer Curves and Deflection ............................................. 14
8. Easement Criteria ............................................................. 14

SECTION IV – CONSTRUCTION DRAWING PREPARATION .......... 15
A. GENERAL ........................................................................... 15
B. SURVEY STANDARDS ......................................................... 15
C. UTILITY COORDINATION AND VERIFICATION ............... 15
D. COVER SHEET .................................................................... 16
E. PLAN AND PROFILE SHEETS ............................................. 16
F. GRANT OF EASEMENTS ..................................................... 20

SECTION V – PROCEDURES-SEWER SYSTEM FACILITY CONSTRUCTION 21
1. Submit Developer’s Inspection Package ................................. 21
2. Submit Engineering Service Application and Inspection Deposit ........................................................................ 22
3. Attend Pre-Construction Meeting, Submit Materials List .......... 22
4. Notify District Regarding Construction Start ......................... 22
5. Construct Sewer System Facilities ........................................ 22
6. Test Sewer System Facility .................................................. 22
7. Pay Any Outstanding Inspection Fees .................................... 22
8. Connect to Existing Sewer System ........................................ 22
9. Provide Unconditional Waiver and Release on Final Payment and Record Drawings ........................................................................ 23
10. Final Release Filed by District ............................................. 23
APPENDICES

APPENDIX A  FLOWCHART FOR INITIATING PRE-DESIGN PROCESS FOR NEW OR CHANGED SERVICE/FACILITIES
APPENDIX B-1 FLOWCHART FOR CONSTRUCTION DRAWING APPROVAL – NEW FACILITIES AND SEWERLINE EXTENSIONS
APPENDIX B-2 FLOWCHART FOR CONSTRUCTION DRAWING APPROVAL – REVISIONS / ADDITIONS TO PREVIOUSLY-APPROVED CONSTRUCTION DRAWINGS OR EXISTING AS-BUILT DRAWINGS
APPENDIX C  PLAN CHECK STATUS SHEET
APPENDIX D  ENGINEERING SERVICE APPLICATION
APPENDIX E  GENERAL CONSTRUCTION NOTES
APPENDIX F  LEGEND AND ESTIMATE OF QUANTITIES
APPENDIX G  TITLE SHEET, SIGNATURE BLOCKS, AND EXAMPLE PLANS
APPENDIX H  SEWER CONSTRUCTION DRAWINGS CHECKLIST
APPENDIX I  GRANT OF EASEMENT
APPENDIX J  REVISIONS/ADDITIONS TO EXISTING AS-BUILT DRAWINGS CHECKLIST
APPENDIX K  FLOWCHART FOR CONSTRUCTION OF SEWER FACILITIES
APPENDIX L  NOT USED
APPENDIX M  CONTRACTOR INFORMATION SHEET
APPENDIX N  SYSTEM FACILITIES CONSTRUCTION AGREEMENT
APPENDIX O  CERTIFICATION OF STREETS TO FINAL GRADE
APPENDIX P  CERTIFICATE OF INSURANCE (ACCORD FORM)
APPENDIX Q  FAITHFUL PERFORMANCE BOND FOR SYSTEM FACILITIES CONSTRUCTION AGREEMENT
APPENDIX R  UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
APPENDIX S  NOT USED
APPENDIX T  ORDINANCE NO. 90-11-1
APPENDIX U  ORDINANCE NO. 2013-8-1
SECTION I

INTRODUCTION
SECTION I - INTRODUCTION

A. GENERAL

The current boundaries of the Rancho California Water District (RCWD/District) were brought about by the consolidation of two smaller districts in 1977. The two smaller districts were the Rancho California Water District, formed in 1965 for the properties generally east of I-15, and the Santa Rosa Ranches Water District, formed in 1966 for the properties generally west of I-15.

RCWD is a public agency governed by an elected seven-member Board of Directors to serve four-year staggered terms. The District is directed by its General Manager, Assistant General Manager, and Chief Financial Officer/Treasurer.

The collection, treatment, and disposal of sewage wastes within the boundaries of RCWD is the responsibility of RCWD for the properties that were initially within the boundaries of the Santa Rosa Ranches Water District and the Eastern Municipal Water District (EMWD) for the properties that were initially within the boundaries of the former RCWD. The two districts, RCWD and EMWD, have been working in conjunction to provide a reliable and economical system for sewage disposal.

RCWD supplies its customers with sewage collection, treatment, and disposal for areas generally on the west side of I-15. RCWD has also entered into service contracts with neighboring agencies, Western Municipal Water District and Elsinore Valley Municipal Water District, for sewage service for properties that are tributary to RCWD facilities.

RCWD's Board of Directors adopted Ordinance Nos. 90-11-1 and 2013-8-1 (refer to Appendices "T" and "U") setting rules and regulations governing sewer system facilities and service and rules and regulations for industrial and commercial sewer discharges. These ordinances should be used as a reference to District requirements.

Sewage wastes are treated at the following two facilities within the boundaries of RCWD:

1. The Santa Rosa Water Reclamation Facility, owned and operated by RCWD, is located off Washington Avenue in Murrieta.

2. The Temecula Valley Regional Water Reclamation Facility, owned and operated by EMWD, is located off Diaz Road in Temecula.

B. POLICY

RCWD’s basic policy is that the user benefiting from sewer service must pay for the cost of the necessary facilities. The District normally designs and constructs all sewage treatment and transmission (trunk) facilities and the developer normally designs and constructs all local collection facilities.

Sewage treatment facilities are those facilities required to produce an effluent to the quality of that required by the facility’s Report of Waste Discharge. Private on-site pretreatment of sewage wastes may be required to meet the report of waste discharge requirements and those requirements of Ordinance Nos. 90-11-1 and 2013-8-1.

Sewage collection and transmission facilities are those facilities that collect all sewage wastes and transport this waste to the sewage treatment facilities. These facilities consist of localized collection systems, area-wide trunk transmission lines, sewage metering facilities, sewage lift stations, and sewage force mains.

RCWD may elect, at its discretion, to require the oversizing of sewage collection and transmission facilities to meet anticipated future demands. In such cases, RCWD will enter into a reimbursement
agreement for repayment for the oversizing costs. RCWD may also elect to design any part or all of the sewage collection and transmission facilities with developer reimbursement.

The District's general manager, at his discretion, may allow deviations from these requirements. All requests for variances to these requirements must be in writing, stating the reasons for the request.

C. REQUIREMENTS

1. Developer shall design, construct, and dedicate (for ownership, operation, and maintenance) to RCWD the sewage collection and transmission facilities, in accordance with the requirements of RCWD.

2. Developer shall provide all financial arrangements necessary to plan, design, and construct secondary sewer system facilities.

3. Developer shall obtain and dedicate/grant sewer utility right-of-way to RCWD. The sewer facilities must be in either dedicated road right-of-way or in easements granted to RCWD.

4. Developer shall pay current applicable fees and deposits (refer to District's Customer Guide to Rates and Charges) in addition to completing those requirements listed above. District staff should be consulted for current and applicable fees. District services that require deposits will have staff time charged against the deposit on a time and materials basis. The initial deposit may not be sufficient and additional invoices will be sent to the Developer when the deposit has been exhausted. Remaining balances may be refunded or applied toward construction deposits when the project account has been closed.

5. RCWD will review all developer construction drawings, and may revise, modify, or require redesign of any concepts, drawings, or details submitted. All concepts and drawings must be approved by the District's Engineering Manager and Chief Engineer.

6. The developer shall provide to the District a corrosivity study, performed by a qualified/licensed corrosion engineer, for all metallic pipelines and appurtenant structures, which identifies specific recommendations for cathodic protection of the metallic pipeline and appurtenant structures. In addition, the developer shall provide the design of necessary cathodic protection system(s), performed by a qualified/licensed corrosion engineer.

7. Procedures for development of sewer systems are similar for tract map developments, parcel map developments, and single lot main extension developments. Most procedures and design requirements herein have been prepared for tract map developments; however, certain portions apply to all sewer system development work within RCWD's service area.

8. Procedures for revisions/additions to existing District sewer plans are similar for all types of appurtenances. Such revisions/additions may include the installation or relocation of manholes, laterals, cleanouts, or air valve facilities, etc.

9. When applicable, the developer shall also submit for review all improvement drawings within existing or future public rights-of-way for approval by the City of Temecula, City or Murrieta, or County of Riverside Planning, Engineering, and Fire Departments. Developer shall pay all fees and obtain all permits required by the city/county. In addition, all other requirements of the city/county shall be fulfilled prior to any construction within the public rights-of-way.

10. For commercial and industrial developments, the developer must complete and submit a Waste Discharge Application and Engineering Service Application.
SECTION II

PROCEDURES FOR PRE-DESIGN PLANNING AND CONSTRUCTION DRAWING APPROVAL
SECTION II – PROCEDURES FOR PRE-DESIGN PLANNING AND CONSTRUCTION DRAWING APPROVAL

District staff will review all sewer construction drawings for tract facilities, line extensions, and modifications to existing facilities and may revise, modify, or require redesign of any concepts, drawings, or details submitted. All concepts and drawings must be approved by District staff. Construction must begin within one year of approval of Sewer Construction Drawings. If more than one year has elapsed from date of drawing approval, the project must go through plan check procedure again before starting construction. The steps required to obtain approval of Sewer Facilities Construction Drawings are as follows:

1. Complete a Project Information Worksheet (Blue Fields Only).
2. Complete Engineering Service Application and submit applicable deposit(s).
3. Submit Collection System and Hydraulic Network Analysis (may be required ahead of and prior to design and/or first plan check submittal).
4. Submit pre-design documentation, first plan check, and/or all documentation required, as specified in the following sections for review/comment by District staff.
5. Submit subsequent document requests/plan checks, as needed, for review/comment by District staff.
6. Submit original Construction Drawings (or Engineer’s duplicate originals when more than one agency is approving plans) for approval by District staff.
7. Provide District with original mylar drawings and blackline prints, as required.

A flowchart for initiating pre-design process for new or changed service/facilities is shown in Appendix “A.” A flowchart for new facilities and sewerline extensions (after completing the pre-design process in Appendix “A”) is shown in Appendix “B-1.” A flowchart for revisions/additions to previously-approved construction drawings or existing as-built drawings is shown in Appendix “B-2.” A plan check status sheet to be used by District staff is shown in Appendix “C.” Each required step is discussed in detail below.

A. PRE-DESIGN PLANNING AND CONDITIONS

This section identifies the planning procedures for all new developments and new service requests for sewer facilities.

1. Project Information Worksheet

The project proponent shall complete a “Project Information Worksheet” (Blue Fields Only). Once submitted to the engineering department of the District, it will provide basic service information related to the development project/service request. The remainder of the worksheet will be completed by the District and returned to outline conditions, hydraulic analysis requirements, and site-specific information necessary for planning and design purposes. A pre-design meeting with District staff is highly recommended to review the project and discuss the service requirements. Partially completed worksheets may result in inconclusive conditions from the District that may need to be resolved before the project can continue.
2. **Engineering Service Application/Deposit**

   The Engineering Service Application (available from the District) shall be completed and filed with the engineering services department staff. The plan check deposit shall be submitted with the completed application. A copy of the Engineering Service Application is shown in Appendix "D."

3. **Sewer System Layout and Hydraulic Network Analysis**

   A hydraulic analysis will be required for all development projects. The level of detail will vary based on the scope of the project and requested service. A single sewer service connection may only require the analysis of the project-specific loading and capacity requirements for the purpose of sizing a lateral. Larger development projects consisting of public sewer system extensions or multiple service connections may require detailed modeling of the hydraulic conditions by the District to determine the estimated hydraulic grade lines, d/D capacity, and the proposed points of connection. The Engineer will be responsible for analyzing proposed on-site conditions if the on-site system will be privately-owned and operated. Analysis of proposed public systems may be performed by the Engineer or the District, at the District’s discretion. Applicable fees or deposits will be necessary for District staff to perform and/or review such pre-design analysis for the project.

   If the analysis is performed by the Engineer, District staff will provide contributing sewer flows at connections to the District’s system. If the District has no data on existing contributing sewer flows, the District may direct the developer to measure sewer flows at selected manholes. In addition, District staff may provide design recommendations for the proposed sewer system and may request analysis of impact of project on existing downstream sewer facilities.

   For commercial and industrial developments, the developer must complete and submit a Waste Discharge Application and Engineering Service Application. In addition, on-site wastewater pretreatment may be required, in accordance with District Ordinance No. 2013-8-1 (Appendix “U”). If on-site pretreatment is required, the developer must submit a pretreatment report to the District for review.

   Prior to any hydraulic analysis being performed, the developer shall submit to the District the following:

   a. One copy of the County of Riverside, City of Temecula, or City of Murrieta Conditions of Approval.
   b. One hard copy and a compact disk containing AutoCAD and/or GIS information of the detailed site layout and proposed sewer facilities. Said layout plan shall show the proposed node network, pipeline diameters, length, invert elevations, rim elevations, manhole locations, and point of connection to the existing system.

   Details regarding hydraulic network analysis are included in Section III, **Design Criteria**.

   For projects where the developer’s consultant performs a portion or all of the hydraulic calculations/evaluation, the consultant shall provide:

   a. One copy of the consultant’s hydraulic analysis.
   b. A map of the proposed tract sewer system with manholes.
   c. A compact disk with:
      i. A PDF version of the Conditions of Approval
      ii. A PDF version of the Hydraulic Analysis
Prior to design efforts proceeding, District staff will review the proposed sewer system layout, the hydraulic analysis, and will return one set with any comments to the developer. If the developer proceeds with design work prior to the submittal and acceptance of the pre-design planning documentation, including the hydraulic evaluation, it shall be at their own risk and subject to significant sewer system design revisions.

B. NEW FACILITIES AND LINE EXTENSIONS

This section will explain the plan check procedures for all new facilities and line extensions for sewer facilities.

1. Engineering Service Application and Plan Check Deposit

The Engineering Service Application (available from the District) shall be completed and filed with the engineering services department staff. The plan check deposit shall be submitted with the completed application. A copy of the Engineering Service Application is shown in Appendix "D."

Please note that the plan check and inspection deposits are estimated amounts. Should actual costs exceed the deposit amount, the owner/developer will be billed. Should actual costs be less than the deposit amount, the difference will be refunded.

2. First Plan Check

Developer shall submit the following:

a. One copy of the (public) sewer system facilities construction drawings (24” x 36” plan and profile).
b. One copy of the on-site (private) sewer system with manholes.
   
   **NOTE:** The District DOES NOT review or approve plans for on-site private sewer systems.

c. One copy of the water construction drawings, if separate.
d. A Compact Disk with:
   i. AutoCAD files of survey, design, topography, and CTB file.
   ii. A PDF of Street Improvement Drawings.
   iii. A PDF of Grading Plans.
   iv. A PDF of Tentative Tract/Parcel Map.

Plan check submittals must be complete or they will be rejected. Each submittal shall include a transmittal listing all items submitted and reference the District project number.

Details regarding sewer design criteria are included in Section III, Design Criteria. Details regarding preparation of construction drawings and easement documents are included in Section IV, Construction Drawing Preparation.

Sewer, recycled water, and potable water drawings should be combined and shown on the same drawing whenever possible.

The District will provide any/all internal review comments on one set of the sewer system construction drawings and return them to the Engineer for revisions. The goal of District staff is to complete the first plan check within three weeks of receipt of submittal. Plan review time
varies depending on the number of plans in the review process, size of project, complexity of plans, and completeness of drawings.

3. **Submit Subsequent Plan Checks**

   For each subsequent plan check, developer shall submit the following:

   a. Previous District plan check set (with comments).
   b. One set of revised sewer facilities construction drawings (24” x 36” plan and profile).
   c. One copy of easement documents (plat and legal description), if applicable.
   d. Any additional material requested by District staff as part of the previous plan check.
   e. If proposed facilities within the project/development cross or are shared among two or more legal lots, the District will require the recordation of a Reciprocal Easement and Maintenance Agreement for the development if existing or proposed CC&Rs are not adequate. This agreement provides for the reciprocal easement rights to each lot for all common facilities and names the responsible party for the maintenance of these common facilities. The following procedures shall be followed to complete this agreement:
      i. The Engineer shall obtain a copy of the District’s standard agreement and submit one draft of the proposed agreement for review with the subsequent plan check.
      ii. The District shall review the proposed agreement and return a redlined drawing.

   Subsequent plan check submittals must be complete or they will be rejected. If drawings and easement documents are not satisfactory for District approval, District will make additional comments on one set of the drawings and easement documents and return same to Engineer for revisions. This procedure will be repeated as necessary until drawings and easement documents are satisfactory for approval. If Engineer does not return previous District plan sets, then plan check procedure will start from the beginning, including payment of plan check deposit.

   Each cycle of the subsequent plan check should normally be turned around in approximately two weeks.

4. **Submit Original Construction Drawings for Approval**

   After all plan checks are completed and the sewer construction drawings are acceptable to the District, the original drawings shall be requested by District staff and submitted to the District for signature. Prior to District approval of the sewer construction drawings, developer shall pay all outstanding plan check deposits and/or submit:

   a. One set of original plans on photo mylar with all corrections made. For plans that are being approved by multiple agencies, two or more sets of photo mylars shall be submitted for signature so each agency will have one signed original. Mylar copies of original signed plans are not acceptable.
   b. Previous District plan check set and one copy of revised sewer construction drawings.
   c. A copy of the **approved** tentative tract/parcel map showing dedications of streets for road and public utilities purposes (projects that do not have dedicated/accepted public right-of-way cannot proceed with construction until an easement or right-of-way has been granted to the District).
   d. Executed (signed and notarized) Grant of Easement (if required).
   e. Executed (signed and notarized) Reciprocal Easement and Maintenance Agreement (if required).
5. **Final Construction Drawings**

Once all agencies have signed the original sewer construction drawings, the Engineer shall submit:

a. One original photo mylar of the approved plans.
b. Three blackline copies of the approved plans for inspection.
c. One compact disk containing:
   i. A PDF of the approved plans.
   ii. All CAD/CTB/X-Reference files of the final design as it was approved. If available, eTransmit or Pack-N-Go utilities should be used to gather all files pertinent to the design. Submittal shall contain all files necessary for the production of Record Drawings with identical pen settings and layouts as the original design.

C. **REVISIONS/ADDITIONS TO PREVIOUSLY-APPROVED CONSTRUCTION DRAWINGS OR EXISTING AS-BUILT DRAWINGS**

This section will explain the plan check procedures for revisions/additions to previously-approved construction drawings or existing District facility (as-built) construction drawings.

1. **Obtaining a Copy of the District’s As-Built Construction Drawings**

   The District will provide one bond (blackline) or electronic copy of record as-built drawing for the Engineer’s use in making redlined revisions using Computer Aided Drafting or hand drafting.

2. **Engineering Service Application and Plan Check Deposit**

   The Engineering Service Application (available from the District) shall be completed and filed with the engineering services department staff. The plan check deposit shall be submitted with the completed application. A copy of the Engineering Service Application is shown in Appendix “D.”

3. **First Plan Check**

   The design engineer shall submit the following (as applicable):

   a. One bond copy of the redlined as-built drawings showing the proposed revisions.
b. A copy of Conditions of Approval from the City of Temecula, City of Murrieta, or the County of Riverside for the subject property.
c. A copy of the project/development site plan. This plan shall include the following, which shall be clearly labeled on the plan:
   i. All existing utilities.
   ii. Existing and proposed utilities (sewer pipeline, manholes, and laterals with all applicable standard drawing numbers).
   iii. Stationing of sewer lateral connecting to the existing sewerline. Stationing shall be based on current as-built drawings of the existing sewerline.
   iv. Property boundaries.
   v. Right-of-way and easement boundaries.
   vi. Existing pavement.
   vii. Existing curbs and planters.
d. A compact disk containing:
   i. AutoCAD files of survey, design, topography, and CTB file.
   ii. A PDF of Street Improvement Drawings.
   iii. A PDF of Grading Plans.
   iv. A PDF of Tentative Tract/Parcel Map.
Plan check submittals must be complete or they will be rejected. Each submittal shall include a transmittal letter listing all items submitted and referencing the RCWD Project Numbers (plan check/inspection job numbers).

The District will provide comments on one set of the submitted redlined drawings and return same to design engineer for corrections. The goal of the District staff is to complete the first plan check within three weeks of receipt of the submittal. Plan review time varies depending on the number of plans in the review process, size of project, complexity of plans, and completeness of drawings.

4. **Subsequent Plan Checks**

For each subsequent plan check, the design engineer shall submit the following:

a. Previous District plan check and a copy of the previous District transmittal.
b. One bond copy of the revised redlined as-built drawings.
c. One copy of easement documents for all District facilities to be constructed on private property, consisting of the following:
   i. Legal Description, Exhibit A (refer to Appendix “I”).
   ii. Plat of Legal Description, Exhibit B (refer to Appendix “I”).
   iii. Completed RCWD Grant of Easement form with required notarized signatures (Grant of Easement form is available at RCWD).
d. Any additional material required.
e. If proposed facilities within the project/development cross or are shared among two or more legal lots, the District will require the recordation of a Reciprocal Easement and Maintenance Agreement for the development if existing or proposed CC&Rs are not adequate. This agreement provides for the reciprocal easement rights to each lot for all common facilities and names the responsible party for the maintenance of these common facilities. The following procedures shall be followed to complete this agreement:
   i. The Engineer shall submit one draft of the proposed agreement for review with the subsequent plan check.
   ii. The District shall review the proposed agreement and return a redlined drawing.

This procedure will be repeated, as necessary, until drawings and all required easement documents and agreements are complete. Each cycle of the subsequent plan check would normally be completed in approximately two weeks.

5. **Submit Original Construction Drawings for Approval**

After all plan checks are completed and the sewer construction drawings are acceptable to the District, the drawings shall be requested by District staff and submitted to the District for signature. Prior to District approval of the sewer construction drawings, developer shall pay all outstanding plan check deposits and/or submit:

a. One set of original plans on bond with all corrections made.
b. Previous District plan check set.
c. If applicable, a copy of the approved tentative tract/parcel map showing dedications of streets for road and public utilities purposes (projects that do not have approved public right-of-way cannot proceed with construction until an easement or right-of-way has been granted).
d. Executed (signed and notarized) Grant of Easement (if required).
e. Executed (signed and notarized) Reciprocal Easement and Maintenance Agreement (if required).
6. **Final Construction Drawings**

Once the District has signed the original sewer construction drawings, the Engineer shall submit:

a. Three blackline copies of the approved plans for inspection.
b. One compact disk containing:
   i. A PDF of the approved plans.
   ii. All CAD/CTB/X-Reference files of the final on-site design and off-site design, if it wasn’t hand-drafted. If available, eTransmit or Pack-N-Go utilities should be used to gather all files pertinent to the design.

D. **PROCEDURE FOR OBTAINING APPROVAL FOR CHANGES TO DESIGN PLANS DURING CONSTRUCTION**

State law requires all changes to design drawings that constitute the practice of Civil Engineering to be made by, or under, the responsible charge of a licensed Civil Engineer. It does not matter if this licensee is the original Civil Engineer or a successor Civil Engineer; whichever Civil Engineer makes the change must meet the responsible charge criteria outlined in 16 California Code of Regulations section 404.1 and must sign and seal any documents produced showing his changes, as required by the Business and Professions Code section 6735 and 16 California Code of Regulations section 411. Field changes made in violation of the law will be reported to the California Department of Consumer Affairs for enforcement, which may result in punitive action.

The District understands that surface and subsurface field conditions often vary from record research and surveys performed as a part of the design process and strives to resolve changes quickly during the construction process to avoid cost impacts to the project. Once a problem has been identified, the following process shall be followed:

a. All work that cannot be built per plans and specifications must stop immediately.
b. The Engineer of Record (or a successor Civil Engineer) and District shall be notified of the problem.
c. The Engineer of Record (or a successor Civil Engineer) shall prepare design revisions to rectify the problem. The design change shall be identified by a revision cloud and the delta revision number (starting a 1).
d. The Engineer of Record (or a successor Civil Engineer) shall stamp and seal the design change to identify themselves and the Engineer of Responsible Charge using the signature block for construction changes identified in Appendix “G.”
e. One copy of the revised plans or a PDF submitted via email shall be submitted to the District for plan review.
f. The District will provide comments to the design change to the Engineer of Responsible Charge for corrections to be made. The review process will repeat until the District no longer has any comments and approves the revised drawings.
g. The Engineer of Responsible Charge shall make two copies of the drawings containing the approved changes and submit them to the District inspectors.
SECTION III
DESIGN CRITERIA
SECTION III - DESIGN CRITERIA

Sewer systems shall be designed in accordance with the District's Standard Specifications and Standard Drawings for Water and Sanitary Sewer Facilities, latest revision, and the following criteria:

A. SEWER SYSTEM ANALYSIS CRITERIA

Each sewer system analysis shall be performed by a registered Civil Engineer and be signed and stamped by same. The District reserves the right to determine the criteria for each sewer system or sub-system based upon conditions that may exist for that particular location, anticipated level of development, planned use, or other criteria. In general, however, the sewer system shall be sized to handle the highest flows within the general area of the tract and shall conform to the following minimum standards:

1. Sewer Diameters
   
   a. The minimum sewer pipeline diameter is 8 inches. The District accepts only the following diameters: 8, 10, 12, 15, 18, 21, 24, 27, 30, 33, 36, and 42 inches.
   b. The minimum sewer lateral diameter is 4 inches.
   c. The minimum sewer force main diameter is 3 inches. Said diameter shall be determined by detention time in wet well and force main, and sewer velocity within force main pipe.

2. Sewer Friction Factors

   The Manning friction factor for gravity sewers, polyvinyl chloride plastic pipe (PVC), and vitrified clay pipe (VCP) shall be n = 0.013. The Hazen-Williams friction factor for force mains - PVC and high density polyethylene (HDPE) - shall be “C” = 130.

3. Average Daily Flow

   The average daily flow shall be computed from the number of Equivalent Dwelling Units (EDUs), as determined from Section 8 of District Ordinance No. 90-11-1 (Appendix “T”). Each EDU is equivalent to 250 gallons per day.

4. Peak Flows

   Peak flow shall be computed from the average daily flow and the following peaking factors, plus the calculated infiltration and inflow:

<table>
<thead>
<tr>
<th>Average Daily Flow (MGD)</th>
<th>Peaking Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 0.5</td>
<td>2.7 *</td>
</tr>
<tr>
<td>0.5 – 1.0</td>
<td>2.5</td>
</tr>
<tr>
<td>1.0 – 2.0</td>
<td>2.3</td>
</tr>
<tr>
<td>2.0 – 3.0</td>
<td>2.2</td>
</tr>
<tr>
<td>3.0 – 5.0</td>
<td>2.1</td>
</tr>
<tr>
<td>5.0 and greater</td>
<td>2.0</td>
</tr>
</tbody>
</table>

   * District staff will evaluate systems with flows less than 0.5 MGD and assign an appropriate peaking factor.
5. **System Hydraulic Analysis**

   Each sewer in the proposed sewer system shall be analyzed for the following two conditions:
   
   a. Average Daily Flow + Infiltration and Inflow
   b. Peak Flow + Infiltration and Inflow

   Gravity sewers shall be designed at peak flow with a minimum velocity of 2 feet per second and a maximum velocity of 10 feet per second. The ratio of depth of flow to sewer diameter at peak flow shall not exceed 0.50 for sewer diameters up to and including 12 inches and 0.75 for sewer diameters 15 inches and larger.

   Infiltration and inflow shall be calculated by the use of a unit value of 750 gallons per day, per diameter inch per mile of sewer (750 gal/day/inch/mile) for the proposed and existing sewer system.

   Force mains shall be designed to maintain a velocity of between 3 and 5 feet per second. Head losses for force mains shall be no greater than 5 feet per 1,000 feet of force main. The engineer shall evaluate the need for odor control facilities for all force mains, subject to District review and approval.

B. **SEWAGE LIFT STATIONS AND METERING STATIONS**

   Design of sewage lift stations and metering stations are case-specific and may be performed by the District at developer’s expense. The District will establish the design criteria for each facility at the time of preliminary design.

C. **SEWER CONSTRUCTION DRAWING DESIGN CRITERIA**

1. **Sewer Location**

   Unless otherwise approved by the District, all sewers shall be located on the north or east side of the street, six feet off of street centerline, per the Riverside County Transportation Department Standard No. 817. Location is not to interfere with other existing utilities.

   Sewer installation near potable water pipelines shall be in accordance with Title 22, §64572. In general, sewers should cross perpendicular to water pipelines a minimum of one-foot below. Sewer pipelines parallel to water pipelines shall be located a minimum of 10 feet (measured from outside of both pipes) from the water pipeline. When separation criteria cannot be met, Standard Drawing S-23 and Department of Health Services’ Guidance Memo No. 2003-2 may be used only with written approval from the State Water Resources Control Board.

   Sewer installation, when crossing other utilities, shall provide a one-foot minimum vertical clearance, unless otherwise approved by the District and State Water Resources Control Board.

   Sewer installation shall provide a minimum clearance of 50 feet from all potable, non-potable, and measuring wells. Manholes shall be located a minimum of 100 feet from any well.
2. **Minimum Pipe Cover**

The minimum cover over the top of sewer pipe shall be seven feet from finished road grade. Adequate depth shall be provided so that the sewer laterals will have a minimum cover of five feet at the property line with a minimum slope of 2 percent from the sewer main to the property line.

The minimum cover over the top of force mains shall be 60 inches from the finished road grades.

3. **Sewer Materials**

Unless otherwise authorized by the District, all sewers shall be constructed of the following materials (refer to District’s Standard Specifications and Standard Drawings for Water and Sanitary Sewer Facilities for material specifications):

- **Residential/Commercial Sewers:**
  - PVC (SDR 35)
  - or VCP (extra strength)
  - or Ductile Iron Pipe (DIP) [class as required] if required by State Water Resources Control Board or District (special case)

- **Commercial/Industrial Sewers:**
  - VCP (extra strength)
  - or DIP if required by State Water Resources Control Board or District (special case)

- **Force Mains:**
  - up to 12-inch diameter – PVC (C900), Class 200 minimum
  - greater than 12-inch diameter – PVC (C905), Class 235 minimum
  - HDPE (by special design)

4. **Pipe Slope**

Gravity sewers shall have the following minimum slope:

<table>
<thead>
<tr>
<th>Diameter (inches)</th>
<th>Min. Slope Percent (ft/100 ft.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>.40</td>
</tr>
<tr>
<td>10</td>
<td>.28</td>
</tr>
<tr>
<td>12</td>
<td>.24</td>
</tr>
<tr>
<td>15</td>
<td>.12</td>
</tr>
<tr>
<td>18</td>
<td>.108</td>
</tr>
<tr>
<td>21</td>
<td>.088</td>
</tr>
<tr>
<td>25</td>
<td>.068</td>
</tr>
<tr>
<td>27</td>
<td>.060</td>
</tr>
<tr>
<td>30</td>
<td>.052</td>
</tr>
<tr>
<td>33</td>
<td>.044</td>
</tr>
<tr>
<td>36</td>
<td>.040</td>
</tr>
<tr>
<td>42</td>
<td>.032</td>
</tr>
</tbody>
</table>
Minimum slope of forcemains shall be 0.5 percent unless otherwise authorized by the District. Air valves shall be located at all high points of force mains. Minimum size at air valves shall be 1 inch and shall be sized as follows:

<table>
<thead>
<tr>
<th>Forcemain Diameter</th>
<th>Air Valve Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>3'' – 12''</td>
<td>1''</td>
</tr>
<tr>
<td>16 – 24''</td>
<td>2''</td>
</tr>
<tr>
<td>30''</td>
<td>4''</td>
</tr>
<tr>
<td>&gt;30''</td>
<td>Consult with District Staff</td>
</tr>
</tbody>
</table>

Blowoffs shall be located at all low points of the forcemain. Minimum size of blowoffs shall be 4 inches. Consult with District staff regarding size and design configuration.

5. **Manholes**

Manholes shall be spaced at 400-foot maximum intervals and shall be installed at all grade breaks, changes in horizontal alignment, beginning and ends of curves, changes in sewer diameter, all street intersections, all sewerline intersections, and the terminus of all sewer mains.

Minimum manhole diameter shall be 60 inches for all sewer pipe diameters. Manhole top sections shall have a minimum 36-inch clear opening with a two-piece manhole cover. All manholes shall have a minimum of a 0.2-foot drop between the inlet and outlet piping.

T-shaped PVC liner shall be integrally cast into the shaft sections, cone section, and grade rings. The base shall incorporate a polyurethane coating. The PVC liner and polyurethane coating are required in any one of the following cases:

- Mains 18 inches in diameter and larger;
- All manholes where entering pipe slope is 5 percent or greater;
- Canyon areas where manholes are normally sealed permanently;
- Known locations of higher sulfide concentration, such as the discharge from sewage pump station force main;
- All manholes within 1,000 feet of receiving a force main discharge;
- All drop manholes;
- Other areas where a corrosive atmosphere is anticipated; and
- Siphon inlet and outlet manholes/structures.

6. **Sewer Laterals**

Sewer laterals shall have a minimum diameter of 4 inches and shall be constructed of the same materials as the sewer. Sewer laterals 6 inches and larger in diameter shall connect into the District sewerline with a manhole installation (as determined by District). Laterals shall have a minimum slope of 2 percent from sewer to property line and shall have a minimum cover of 5 feet at the property line.

Cleanouts for sewer laterals shall be installed at the property line. A backwater overflow valve shall be required for all sewer lateral installations that may cause flooding of the residence by a sewer backup in the main sewerline. This will be determined by the elevation of the rim of the next upstream manhole. If the pad elevation is less than one foot above the rim elevation, a backwater valve is required.
7. **Sewer Curves and Deflection**

Vertical curves for sewers are prohibited. Horizontal curves will be allowed, as determined by the District on a case-by-case basis. Horizontal curve design must meet the minimum criteria listed below for gravity collection systems consisting of VCP and/or PVC pipeline. Sewer forcemains consisting of AWWA C-900 PVC pipe shall have a minimum radius of curvature in accordance with that shown in RCWD’s Water System Facility Requirements and Design Guidelines.

<table>
<thead>
<tr>
<th>Nominal Pipe Diameter (Inches)</th>
<th>Maximum Deflection at Pipe Joint (Degrees)</th>
<th>Minimum Radius of Curvature For Standard VCP Pipe Lengths (Feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>4-ft</td>
</tr>
<tr>
<td>3 to 12</td>
<td>2.4°</td>
<td>97</td>
</tr>
<tr>
<td>15 to 24</td>
<td>1.8°</td>
<td>129</td>
</tr>
<tr>
<td>27 to 36</td>
<td>1.2°</td>
<td>194</td>
</tr>
<tr>
<td>39 to 48</td>
<td>0.9°</td>
<td>258</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Nominal Pipe Diameter (Inches)</th>
<th>Maximum Deflection at Pipe Joint (Degrees)</th>
<th>Minimum Radius of Curvature For Standard SDR35 PVC Gravity Pipe (Feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>4-ft</td>
</tr>
<tr>
<td>4</td>
<td>0°</td>
<td>100</td>
</tr>
<tr>
<td>6</td>
<td>0°</td>
<td>150</td>
</tr>
<tr>
<td>8</td>
<td>0°</td>
<td>200</td>
</tr>
<tr>
<td>10</td>
<td>0°</td>
<td>250</td>
</tr>
<tr>
<td>12</td>
<td>0°</td>
<td>300</td>
</tr>
<tr>
<td>15+</td>
<td>0°</td>
<td>Not Allowed</td>
</tr>
</tbody>
</table>

8. **Easement Criteria**

Sewers not located within public right-of-way must be located in easements granted to the District on the District's Grant of Easement form. Easements shall have the following minimum widths, unless otherwise approved by the District:

<table>
<thead>
<tr>
<th>Sewer Flow Line Depth (ft)</th>
<th>Minimum Easement Width (ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 and less</td>
<td>30</td>
</tr>
<tr>
<td>11 – 15</td>
<td>35</td>
</tr>
<tr>
<td>16 – 20</td>
<td>45</td>
</tr>
<tr>
<td>21 – 25</td>
<td>50</td>
</tr>
</tbody>
</table>
SECTION IV
CONSTRUCTION DRAWING PREPARATION
SECTION IV - CONSTRUCTION DRAWING PREPARATION

A. GENERAL

Engineer shall prepare sewer system improvement drawings that are clear, concise, and meet District standards.

Drawings shall be drawn in ink on D-size mylar sheets (24" x 36") with Rancho California Water District approval block.

The drawings shall be professional quality drawings especially prepared as SEWER DRAWINGS, WATER AND SEWER DRAWINGS, or WATER, RECYCLED WATER, AND SEWER DRAWINGS. Work shall be of standard engineering practice and shall be legible and present the proposed construction without confusion.

Water, recycled water, and sewer design may be shown on the same drawings, if the drawings are clear and concise. The District shall be the sole judge as to when separate drawings are necessary.

B. SURVEY STANDARDS

The District requires all surveys for design work to be tied to the California Coordinate System of 1983 (CCS83), which is based on the North American Datum of 1983 (NAD83) and consistent with the California Public Resources Code section 8817. The North American Vertical Datum of 1988 (NAVD88) shall be used for all mapping, planning, design, and construction, as defined by the National Geodetic Survey (NGS).

Local control points may be used as a basis of bearing; however, they must have published values, meet the criteria in the Public Resources Code (sections 8801-8819), and be tied to CCS83 and NAVD88. Continuously Operating Reference Stations (CORS) and California Virtual Reference Station Network (CalVRS) both have local RTN and RTK stations with coverage within the District’s boundary for the purpose of grid-ties of control points. The 2007.00 epoch is preferred and encouraged; however, the 2010.00 epoch may also be used.

For all maps, plans, or other documents using CCS83, a note shall be placed on the document to show the basis of the coordinates used including: the CCS zone, the physical reference network, datum tag, and epoch used to establish the coordinates.

The District requires the northing and easting to be called out at all pipeline points of connection, angle points, tees, and crosses. For large projects, a horizontal control plan is recommended.

C. UTILITY COORDINATION AND VERIFICATION

The Engineer of Record is responsible for the coordination and verification of all existing and proposed utilities, as well as future street and road improvements. The District will require a “certification of streets to final grade” agreement to be signed, prior to construction approval, in order to have the Engineer and Project owner culpable for paying for all relocations caused by inadequately researching known projects that conflict with or cause the relocation of the facilities designed by the Engineer.
D. **COVER SHEET**

The cover sheet shall show as a minimum:

1. General Notes (Appendix "E")
2. Legend (Appendix "F")
3. Estimate of Quantities (Appendix "F")
4. Approval for Construction Box (Appendix "G")
5. Sewer System Certification (Appendix "G")
6. Index of Drawings
7. Vicinity Map
   a. Scale
   b. North Arrow
   c. Street Names
   d. Title and Location of Project
8. Index Map
   a. Scale
   b. North Arrow
   c. Tract Layout with Street Names and Lot Numbers
   d. Proposed Sewers Identified by Size and Type
   e. Symbols for all Appurtenances
      i. Manholes
      ii. Sewer Laterals
      iii. Cleanouts
      iv. Valves, Air Valves, and Blowoffs for Force Mains
      v. Backwater Overflow Valves
   f. Sheet Numbers Corresponding to Plan and Profile Sheets

The use of a second sheet to include all information is permissible.

E. **PLAN AND PROFILE SHEETS**

The plan/profile sheets shall be drawn at a horizontal scale of 1"=40' and a vertical scale of 1"=4', and as a minimum, the drawings shall show the following:

**PLAN PORTION**

1. Title Block

Title block shall show Tract Number(s) and scale of drawings. District approval blocks shall be incorporated into the title block.
2. **North Arrow**

   North Arrow shall point up or to the left, if possible, to conform with Item 11.

3. **Right-of-Way**

   Existing and proposed right-of-way shall be identified with dimensions for same shown.

4. **Curb Separation**

   Existing and/or proposed curb separation shall be identified with dimensions for same shown.

5. **Easements**

   Existing or proposed easements shall be identified with dimensions for same shown.

6. **Street Names**

   All street names shall be shown.

7. **Lot Lines**

   All lot lines and parcel lines shall be shown. All lots shall be numbered or labeled. All adjacent tracts shall be identified.

8. **Utilities**

   All existing and proposed utilities shall be shown. Utilities to be shown shall include, but not be limited to, sewer (existing sewer lines shall be identified by District Plan Number), water, gas, power, telephone, storm drain, irrigation, traffic, and cable television. Each utility shall be identified with a symbol, and the size of the utility shall be shown.

9. **Utilities Crossing Sewerlines**

   All existing and proposed utilities (water, sewer, recycled water, and storm drain) crossing proposed sewerlines shall be shown on the plan view. The stationing of the crossing shall be placed on the plan.

10. **Existing and Proposed Improvements**

    All existing surface improvements shall be shown including, but not limited to, curb and gutter, edge of pavement, power poles, driveways, sidewalks, and fences.

11. **Match Lines**

    Match lines for each end of the street shall be shown as follows:

    Sta 15+00.00 Match Line
    See Sheet 5
12. **Stationing**

Stationing along the centerline of the improvement shall be shown. Unless otherwise specified, stationing shall increase from left to right. Stationing shall be identified with tick marks at 100' intervals.

13. **Proposed Sewer**

Proposed sewer shall be indicated with a heavy line. Dimensions from street centerline to centerline of pipeline shall be shown. Pipeline shall be identified as:

- **C** ____” VCP Sewer
  - OR
  - **C** ____” PVC (SDR35) Sewer
  - OR
  - **C** ____” C900 or C905 Class ______ PVC Force Main

14. **Appurtenances**

All sewer appurtenances, including manholes and cleanouts, shall be identified by station and size as follows:

Sta 12+25.00 Manhole No. 1 per RCWD Standard Drawing No. ______

All sewer laterals shall be indicated on the drawings. The stationing of laterals is not required on the drawings; however, after construction of proposed facilities, the engineer shall provide the District with an "as-built" stationing table of the laterals on the record drawings.

All connections to existing sewer system shall be identified by station and size. A station equation and District plan number shall be used to reference existing sewer lines. Detail for connection shall be used where required.

**PROFILE PORTION**

Only profiles for water and/or recycled water, and sewer shall be shown. All other utility profiles shall not be shown unless conflicting or where crossing over or under (i.e. storm drain).

1. **Stationing**

Stations shall be shown along bottom of profile at 100-foot intervals. Profile stationing shall line up with plan stationing.

2. **Elevations**

Elevations shall be shown on both ends of the profile sheet.

3. **Existing and Proposed Ground Surface**

Existing ground surface or pavement over the proposed pipeline shall be identified as follows:

"Existing Top of Pavement (or ground surface) over Centerline of Sewer"
Proposed ground surface or pavement over the proposed pipeline shall be identified as follows:

"Proposed Top of Pavement (or ground surface) over Centerline of Sewer"

4. **Match Lines**

Match lines for each end of sheet shall be shown as follows:

Sta 15+00.00 Match Line
See Sheet 5

5. **Flow Line**

Flow line of proposed pipeline shall be identified as follows:

- VCP Sewer
- PVC (SDR35) Sewer
- C900 or C905 Class ______ PVC Force Main
- HDPE Force Main

6. **Stationing and Flow Line Elevation**

Sewer stationing and flow line elevations shall be shown for each grade break as follows:

Sta 14+00.00 GB
1192.35

Sewer stationing and flow line elevations shall be shown into and out of each manhole as follows:

Sta 12+25.00
1190.00

Sewer station and flow line elevation shall be shown for each utility crossing.

7. **Sewer Lengths and Sewer Slopes**

Sewer lengths and sewer slopes shall be shown between all grade breaks and manholes as follows:

S = 0.005
135.00 LF __" PVC
__" VCP

8. **Utilities Crossing Sewerlines**

All existing and proposed utilities (water, sewer, recycled water, and storm drain) crossing proposed sewerlines shall be shown on the profile. The stationing of the crossing shall be shown including the invert elevations of both utilities. Minimum separation is one foot.

9. **Minimum Cover**

The minimum cover shall be seven feet, shown between top of sewer and existing or proposed ground surface.

A checklist for the preparation of sewer construction drawings is shown in Appendix "H."
F. GRANT OF EASEMENTS

The Grant of Easement shall be on District form and shall consist of three parts: Grant of Easement form, legal description, and plat.

The legal description shall be designated as Exhibit "A" and, if appropriate, shall have the assessor's parcel number indicated on the upper right corner of the exhibits. The legal description shall be prepared by a California Registered Civil Engineer or Land Surveyor and signed and stamped by said engineer or surveyor.

The plat shall be designated as Exhibit "B" and shall be prepared on District plat map and signed and stamped.

Copies of Grant of Easement form and plat are shown in Appendix "I."

The owner shall sign the easement document as it is held in title. This signature shall be notarized. The signed and notarized easement shall be submitted to the District for acceptance and recordation.
SECTION V

PROCEDURES
SEWER SYSTEM FACILITY CONSTRUCTION
SECTION V – PROCEDURES-SEWER SYSTEM FACILITY CONSTRUCTION

Sewer systems shall be constructed in accordance with the District’s Standard Specifications and Standard Drawings for Water and Sanitary Sewer Facilities, latest revision, and the following criteria:

All sewer facility projects will be constructed by developer and inspected by District inspectors. Work performed without the knowledge or the observation of a District inspector will not be accepted. The steps required to obtain approval of construction of sewer facilities are as follows:

2. Complete Engineering Service Application and submit Inspection Deposit.
3. Attend Preconstruction Meeting, Provide Submittals.
5. Construct Sewer System Facilities.
6. Pressure Test Sewer System Facilities.
7. Pay any Outstanding Inspection Fees.
8. Pay Sewer Capacity Fees.
9. Connect to Existing Sewer System.
10. Provide Unconditional Waiver and Release on Final Payment and Record Drawings.
11. Final Release Filed by District.

A flowchart for sewer system facility construction is shown as Appendix "K." Each required step is discussed in detail below:

1. **Submit Developer’s Inspection Package**

   Developer shall submit to District staff the following:

   a. Contractor information sheet (Appendix "M").
   b. Two copies of Encroachment Permits.
   c. One copy of recorded tract/parcel map showing dedication of streets for road and public utility purposes (not required if executed Grant of Easement provided earlier).
   d. System Facilities Construction Agreement (Appendix "N").
   e. Copy of the Contract between developer and contractor verifying cost of sewer system facility construction.
   f. Certification of streets to final grade (Appendix "O").
   g. Certificates of Insurance for contractor (insurance Accord form acceptable).
   h. Construction Surety – Surety in the amount determined by the District shall be provided for all work for public improvements. Acceptable forms of surety are cash deposits, Certificates of Deposit, Segregated Construction Accounts, Letters of Credit, and Faithful Performance Bonds (Appendix "Q"). Developer shall contact the District for acceptable formats for the selected mechanism of surety. Joint performance bonds provided to the
city/county are satisfactory if the facilities to be turned over to the District are included. Surety is only required for those facilities that are to be owned by the District. On-site, private improvements do not require surety.

Thereafter, developer shall schedule a pre-construction meeting with District staff. A one-week notice is required prior to said pre-construction meeting.

2. **Submit Engineering Service Application and Inspection Deposit**

The Engineering Service Application (available from the District) shall be completed and filed with the District staff. A copy of the Engineering Service Application is shown in Appendix "D." The inspection deposit and three copies of approved sewer construction drawings shall be submitted with the completed application.

3. **Attend Pre-Construction Meeting, Submit Materials List**

Pre-construction meeting shall be held at the District office and shall be attended by developer's representative, developer's contractor, and construction superintendent, as well as by District staff.

Submit materials list and/or catalog pages of applicable sewer facility materials.

After District reviews and approves all material submittals, District staff will issue a Notice to Proceed.

4. **Notify District Regarding Construction Start**

Contractor shall notify District, in writing, a minimum of one week prior to construction start. Prior to construction, contractor shall submit three copies of the construction cut sheets for District’s use during construction. Sewers shall be staked at 25-foot intervals and at all sewer laterals, manholes, cleanouts, and grade breaks.

5. **Construct Sewer System Facilities**

The sewer system facilities shall be constructed by developer's contractor and inspected by District inspectors. After completion of construction, developer's contractor shall complete all items on District's inspection list prior to testing sewer facilities. All connections to existing system shall be made with sewer plugs. Said plugs shall remain in place until authorized by District staff to remove same.

6. **Test Sewer System Facility**

After sewer facilities are completed to the satisfaction of the District inspector, including all items on inspector’s construction deficiencies list, and after contractor furnishes evidence that compaction of trenches has been completed to the satisfaction of the County of Riverside Transportation Department, City of Temecula, or City of Murrieta, contractor shall test the sewer facility in accordance with District Standards.

7. **Pay Any Outstanding Inspection Fees**

Before District will allow connections to existing sewer system, any outstanding inspection fees must be paid in full.
8. **Connect to Existing Sewer System**

   After all fees have been paid and Notice of Completion has been filed by District, contractor may connect sewer facilities to existing sewer facility system by removing plugs. Contractor shall provide the District with three weeks written notification requesting a system shutdown to make tie-ins to the existing District facilities.

9. **Provide Unconditional Waiver and Release on Final Payment and Record Drawings**

   a. Provide Unconditional Waiver and Release on Final Payment for sewerline construction (Appendix "R").
   b. Provide sewer system record drawings ("As-Bults").

10. **Final Release Filed by District**

    After receipt and approval of items in Section 9, District will file a Final Release with the appropriate agencies.
APPENDICES
FLOWCHART FOR INITIATING PRE-DESIGN PROCESS FOR NEW OR CHANGED SERVICE/FACILITIES

Contact District for a Project Information Worksheet. Submit completed worksheet to District (Blue fields only)

Schedule a Pre-development meeting (optional, but highly recommended)

District Staff returns Project Information Worksheet with project specific information and conditions applicable to the planning and design of the project. District determines if deposit is required ($1000 minimum) for pre-design project planning and/or modeling by District staff

Pre-design Planning/Modeling by District?

NO

Developer’s Engineer prepares Hydraulic Analysis for new pipelines, onsite facilities, etc. See Section III(A)

SUBMIT:
1. Hydraulic System Analysis
2. Copy of District’s Modeling Results at the Point of Connection
3. Tract Sewer System with Manholes
4. Compact Disk with PDF version of System Analysis

YES

District prepares modeling, planning studies, alignment evaluations, boundary conditions, etc. to establish necessary information for developer’s hydraulic analysis or design process. (Developer provides copy of project Conditions of Approval, CAD files of proposed project, & topography)

Review & Comment by District Staff

All Comments Addressed

Developer’s Engineer addresses comments

Developer’s Engineer prepares Construction Drawings (See Appendix B-1 or B-2)

12/1/15

APPENDIX “A”
FLOWCHART FOR CONSTRUCTION DRAWING APPROVAL

New Facilities and Sewerline Extensions

Developer’s Engineer completes Pre-Design Process (Appendix A)

Submit Engineering Service Application and Plan Check Deposit

SUBMIT:

1. 1 Copy of Sewer Drawings
2. 1 Copy of Tract Sewer System with Manholes
3. 1 Copy of Water Drawings
4. Compact Disk with:
   a. CAD files of survey, design, topography, & CTB file
   b. PDF of Street Drawings
   c. PDF of Grading Plan
   d. PDF of Tentative Tract/Parcel Map

Review by District Staff

Subsequent Plan Checks:
1. Previous District Plan Check Set
2. 1 Copy of Revised Sewer Drawings
3. 1 Copy of Easement Documents
4. Additional Information as Requested
5. Application for Commercial Waste Discharge Permit (for non-residential)

Submit:
1. Original Sewer Construction Drawings1 (after all corrections have been made)
2. Previous District Plan Check Set with One Copy of Revised Sewer Drawings
3. Copy of Tentative Tract/Parcel Map or Executed Grant of Easement and Reciprocal Easement and Maintenance Agreement

Review by District Staff

Original Sewer Construction Drawings signed by District after all remaining plan check fees have been paid

Original Sewer Construction Drawings Signed:
1. Health Department (where applicable)
2. Fire Department
3. Road Commissioner (where applicable)
4. City of Temecula/City of Murrieta/County of Riverside (where applicable)

Provide District with original photo mylar1, 4 blackline copies, and CD with PDF of signed drawings from all agencies and all CAD/CTB files of the final design

1 – For projects with multiple approving agencies, duplicate mylars must be submitted for signature so that each agency has one original. Mylar copies of original signed drawings are not acceptable.

12/1/15

APPENDIX “B-1”
FLOWCHART FOR CONSTRUCTION DRAWING APPROVAL
Revisions/Additions to Previously-Approved Construction Drawings or Existing As-Built Drawings

Developer's Engineer completes Pre-Design Process (Appendix A)

Obtain copy of District's existing as-built or previously-approved drawings

SUBMIT:
1. 1 Copy of Red-Lined Sewer Drawings (CAD or hand-drafted)
2. Compact Disk with:
   a. CAD files of survey, design, topography, & CTB file
   b. PDF of Street Drawings
   c. PDF of Grading Plan
   d. PDF of Tentative Tract/Parcel Map
   e. PDF of Grid Tie Sheet Showing Conformance to District Survey Standards

Review by District Staff

Subsequent Plan Checks:
1. Previous District Plan Check Set
2. 1 Copy of Revised Sewer Drawings
3. Easement Documents
4. Additional Information as Requested
5. Reciprocal Easement and Maintenance Agreement (if applicable)
6. Application for Commercial Waste Discharge Permit (For non-residential)

Review by District Staff

Original Sewer Construction Drawings signed by District after all remaining plan check fees have been paid

Submit:
1. Final 'Revised' Sewer Construction Drawings (after all corrections have been made)
2. Previous District Plan Check Set
3. Copy of Tentative Tract/Parcel Map or Certified/Recorded Copy of Grant of Easement and Reciprocal Easement and Maintenance Agreement. (RCWD cannot approve plans until an offer of dedication has been made and accepted for public right-of-way)
4. All CAD/CTB/XREF Files of the Final Design

Original Sewer Construction Drawings Signed:
1. Health Department (where applicable)
2. Fire Department
3. Road Commissioner (where applicable)
4. City of Temecula/City of Murrieta/County of Riverside (where applicable)

Provide District with 4 blackline copies

12/1/15

APPENDIX “B-2”
# PLAN CHECK STATUS SHEET

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DATE</th>
<th>INITIAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Received Engineering Service Application and Plan Check Deposit (Engineer)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Received First Plan Check (Engineer):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-One copy of Sewer Construction Drawings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-Pretreatment Information</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-CD containing Tract Map with Proposed Sewer System (PDF &amp; CAD) (Engineer)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-CD containing Street Construction Drawings (PDF &amp; CAD)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-CD containing Grading Plan (PDF &amp; CAD)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-CD containing Tract/Parcel Map</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review First Plan Check, Provide Comments (District)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Received Second Plan Check (Engineer):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-Previous District Plan Check Set and Transmittal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-One copy of Revised Sewer Construction Drawings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-One copy of Easement Documents</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
-Copies of Additional Information as Requested:  

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. **Review Second Plan Check, Provide Comments (District):**  

6. **Received Third Plan Check (Engineer):**  

   - Previous District Plan Check Set and Transmittal  
   - One copy of Revised Sewer Construction Drawings  
   - One copy of Revised Easement Documents  
   - Copies of Additional Information as Requested:  

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. **Review Third Plan Check, Provide Comments (District):**  

8. **Received Original Photo Mylars of Construction Drawings for Signature (Engineer):**  

   - Previous District Plan Check Set and One Copy of Revised Sewer Construction Drawings  
   - All Remaining Plan Check Fees Paid  
   - Copy of Approved Tentative Tract/Parcel Map  
      or  
   - Executed Grant of Easement  

9. **Construction Drawings Signed (District):**  

10. **Received One Set of Photo Mylars on Original Drawings and three sets of the signed Construction Drawings (Engineer):**
DEPOSIT BASIS

Main Line Extension Est. □
Assessment Dist. Req. □
Detector Check Insp. □
3/4 Inch Detector Check □
1 Inch Detector Check □

PLAN CHECK
1st 1,000 Feet □ Total LF □
Additional LF □ X Rate per 100 LF □

INSPECTION
1st 1,000 Feet □ Total LF □
Additional LF □ X Rate per □

OTHER: Description □ = Deposit □

TOTAL DEPOSIT REQUIRED □

FEE BASIS

Sewer Connection Fee □ EDU □
Will Serve Letters □
Topo Map Copy □
Duplicate Topo / Mylar □
Temp Remote Meter Est. □
Witness a Fire Flow Test □
As Built per Page □
OTHER: Description □

TOTAL FEES REQUESTED □

CHECK ENCLOSED FOR □ REMAINING BALANCE DUE □

The undersigned customer agrees that deposits for engineering services listed above are based on estimates. In the event that the actual costs should exceed the original estimate, additional payments will be required.

Signature □ Date □

APPENDIX "D"
1. GENERAL

A. CONTRACTOR SHALL FURNISH AND INSTALL ALL FACILITIES IN ACCORDANCE WITH RANCHO CALIFORNIA WATER DISTRICT’S (RCWD/DISTRICT) STANDARD SPECIFICATIONS AND STANDARD DRAWINGS FOR WATER AND SANITARY SEWER FACILITIES (LATEST REVISION). THE SPECIFICATIONS AND STANDARD DRAWINGS ARE AVAILABLE FROM THE DISTRICT’S WEBSITE AT WWW.RANCHOWATER.COM. CONTRACTOR SHALL BE IN POSSESSION OF DISTRICT’S SPECIFICATIONS AND STANDARD DRAWINGS ON THE JOB SITE AT ALL TIMES.

B. ALL PERMITS REQUIRED BY LAW SHALL BE ACQUIRED BY THE DEVELOPER/APPLICANT OR THEIR CONTRACTOR.

C. ALL CONSTRUCTION SHALL CONFORM TO CURRENT CAL OSHA SAFETY REQUIREMENTS.

D. APPROVAL BY RCWD IMPLIES NO PERMISSION OTHER THAN THAT WITHIN THE DISTRICT’S JURISDICTION. REQUIREMENTS OF RCWD SHALL TAKE PRECEDENCE OVER REQUIREMENTS OF OTHER AGENCIES ONLY WHEN RCWD REQUIREMENTS ARE MORE STRINGENT.

E. CONTRACTOR SHALL NOTIFY RCWD’S CONSTRUCTION CONTRACTS MANAGER A MINIMUM OF ONE WEEK PRIOR TO STARTING CONSTRUCTION. A PRE-CONSTRUCTION MEETING WILL NOT BE SCHEDULED UNTIL ALL ITEMS IN THE DEVELOPER’S INSPECTION PACKAGE HAVE BEEN SUBMITTED TO AND APPROVED BY RCWD. A MINIMUM OF ONE WEEK IS REQUIRED FOR REVIEW AND APPROVAL.

F. CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO RCWD’S CONSTRUCTION CONTRACTS MANAGER REQUESTING CONNECTIONS TO EXISTING SYSTEM. SAID NOTIFICATION SHALL BE MADE A MINIMUM OF THREE WEEKS PRIOR TO THE CONNECTION. WHERE SEWER BY-PASS PUMPING IS REQUIRED, THE CONTRACTOR IS RESPONSIBLE FOR ALL EQUIPMENT, PIPING, AND FULL-TIME MONITORING, IN ACCORDANCE WITH THE SITE-SPECIFIC SEWER BY-PASS PLAN (PREPARED BY ENGINEER OF RECORD).

G. CONTRACTOR SHALL DESIGNATE A QUALIFIED SUPERINTENDENT WITH FULL AUTHORITY TO ACT ON BEHALF OF THE CONTRACTOR. SAID SUPERINTENDENT SHALL BE ON THE JOB SITE AT ALL TIMES.

H. CONTRACTOR SHALL PERFORM ALL WORK UNDER RIVERSIDE COUNTY ROAD DEPARTMENT, CITY OF TEMECULA, OR CITY OF MURRIETA JURISDICTION IN ACCORDANCE WITH ALL REQUIREMENTS OF SAID DEPARTMENT OR CITY INCLUDING TRAFFIC CONTROL, PAVEMENT REMOVAL, TEMPORARY PAVEMENT PLACEMENT, PERMANENT PAVEMENT PLACEMENT (INCLUDING BASE MATERIAL), AND TEMPORARY AND PERMANENT TRAFFIC STRIPING.
I. APPROVAL OF THESE PLANS IS VALID FOR ONE YEAR FROM THE DATE THEY WERE SIGNED BY RCWD.

2. SEWER AND APPURTENANCES
   A. ALL MATERIALS, TESTING, AND INSPECTION SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF RCWD, RIVERSIDE COUNTY, CITY OF TEMECULA, CITY OF MURRIETA, AND/OR THE AMERICAN WATER WORKS ASSOCIATION STANDARDS. FAILURE TO MEET ANY REQUIREMENTS OF THE ABOVE-REFERENCED ENTITIES WILL BE CAUSE FOR REJECTION.
   B. SEWER SHALL BE __” [PVC (SDR35) OR EXTRA STRENGTH VCP], IN ACCORDANCE WITH RCWD SPECIFICATIONS AND STANDARDS.
   C. FORCE MAINS SHALL BE __” (PROVIDE FORCE MAIN DIAMETER: FOR PVC PIPE, PROVIDE AWWA C-900 OR AWWA C-905 AND DIMENSION RATIO [DR]; FOR HDPE PIPE, PROVIDE PIPE CLASS).
   D. FORCE MAIN AIR VACUUM AND AIR RELEASE ASSEMBLIES SHALL BE INSTALLED AT HIGH POINTS. TYPE AND DESIGN OF AIR VACUUM AND AIR RELEASE ASSEMBLIES REQUIRE SPECIAL DESIGN/APPROVAL BY RCWD.
   E. ALL SEWER LATERALS SHALL BE LOCATED AS SHOWN ON THE DRAWINGS. LATERALS SHALL BE 4" MINIMUM DIAMETER UNLESS OTHERWISE NOTED ON THE DRAWINGS. ALL LATERALS SHALL HAVE A CLEAN-OUT, IN ACCORDANCE WITH STANDARD DRAWING NO. S-9. SEWER LATERALS SHALL BE INSTALLED IN ACCORDANCE WITH RCWD STANDARD DRAWING NO. __ (S-4, S-5, S-6, S-7, S-10, AND/OR S-11).
   F. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING NO. __ (S-12, S-13, S-14, S-14A, S-15, S-16, OR S-19).
   G. SEWER BEDDING AND BACKFILL SHALL BE IN ACCORDANCE WITH STANDARD DRAWING NOS. S-1 AND/OR S-2.

3. UTILITIES
   A. AT LEAST 48 HOURS BEFORE COMMENCING ANY EXCAVATION, CONTRACTOR SHALL REQUEST UNDERGROUND SERVICE ALERT (1-800-422-4133) AND NON-MEMBER COMPANIES, OR UTILITIES TO MARK OR OTHERWISE INDICATE THE LOCATION(S) OF THEIR SUBSURFACE FACILITIES INCLUDING, BUT NOT LIMITED TO, STRUCTURES INCLUDING VAULTS, MAIN CONDUCTORS OR CONDUITS, AND SERVICE CONNECTIONS.
   B. PRIOR TO CONSTRUCTION AND ORDERING MATERIALS, CONTRACTOR SHALL EXPOSE EXISTING FACILITIES AT PROPOSED CONNECTIONS AND CROSSINGS TO VERIFY ELEVATIONS, LOCATIONS, AND SIZE OF EXISTING UTILITIES.
C. CONTRACTOR SHALL NOT INTERRUPT OR DISTURB ANY UTILITY WITHOUT AUTHORITY FROM THE UTILITY COMPANY. WHERE PROTECTION IS REQUIRED TO ENSURE INTEGRITY OF FACILITIES (INCLUDING DISTRICT-OWNED UTILITIES), CONTRACTOR SHALL FURNISH AND PLACE ALL NECESSARY PROTECTION.

4. CONSTRUCTION DRAWINGS

A. MINIMUM FORCE MAIN COVER SHALL BE 60” FROM FINISHED GROUND SURFACE. MINIMUM SEWER COVER SHALL BE 7’ FROM FINISHED GROUND SURFACE.

B. SEWER AND FORCE MAIN PROFILE ELEVATIONS ARE TO FLOW LINE OF PIPE.

C. STATIONING FOR SEWER AND FORCE MAIN AS SHOWN ON PLAN PORTION OF DRAWINGS IS PERPENDICULAR TO CENTERLINE OF RIGHT-OF-WAY.

D. STANDARD UTILITY LOCATIONS SHALL BE PER RIVERSIDE COUNTY STANDARD NO. 817 AND TITLE 22, §64572. FOR PROJECTS THAT CANNOT MEET SEPARATION REQUIREMENTS BETWEEN POTABLE AND NON-POTABLE PIPELINES, RCWD STANDARD DRAWING S-23 AND DEPARTMENT OF HEALTH SERVICES’ GUIDANCE MEMO NO. 2003-2 MAY BE USED ONLY WITH WRITTEN APPROVAL FROM THE STATE WATER RESOURCES CONTROL BOARD.

E. THE COORDINATES SHOWN ON THESE PLANS ARE IN THE NORTH AMERICAN DATUM 1983, STATE PLANE, CALIFORNIA ZONE 6 COORDINATE SYSTEM.

F. PURSUANT TO 16 CALIFORNIA CODE OF REGULATIONS 404.1, NO FIELD CHANGES TO THE CONSTRUCTION DRAWINGS ARE PERMITTED WITHOUT THE RESPONSIBLE CHARGE OF A REGISTERED CIVIL ENGINEER THROUGH THE PROCESS IDENTIFIED IN SECTION II.D. OF RCWD’S SEWER SYSTEM FACILITY REQUIREMENTS AND DESIGN GUIDELINES (LATEST VERSION). RCWD INSPECTION AND ENGINEERING STAFF HAVE NO AUTHORITY TO APPROVE FIELD CHANGES WITHOUT THE PRIOR STAMPED AND SEALED REVISIONS APPROVED BY THE ENGINEER OF RECORD OR A SUCCESSOR ENGINEER. ALL WORK DONE IN VIOLATION OF APPROVED PLANS SHALL BE EXCAVATED AND REMOVED AT THE CONTRACTOR’S SOLE EXPENSE.

5. CONSTRUCTION TOLERANCES

SEWERS SHALL BE CONSTRUCTED SO THAT ACTUAL FLOW LINE ELEVATIONS ARE WITHIN 0.02 FOOT OF THE DESIGN ELEVATIONS. FORCE MAINS SHALL BE CONSTRUCTED SO THAT ACTUAL FLOW LINE ELEVATIONS ARE WITHIN 0.1 FOOT OF DESIGN FLOW LINE ELEVATIONS. SEWERS, WHEN INSTALLED, SHALL HAVE CONTINUOUS DOWNSLOPE. FORCE MAINS, WHEN INSTALLED, SHALL HAVE CONTINUOUS UPGRADE OR DOWNGRADE, CORRESPONDING WITH DESIGN SLOPE. SEWERS AND FORCE MAINS SHALL BE CONSTRUCTED SO THAT ACTUAL PIPELINE CENTERLINES ARE WITHIN 0.1 FOOT OF DESIGN PIPELINE CENTERLINES.

SEWER AND FORCE MAIN CONSTRUCTION SHALL CONFORM TO CONSTRUCTION DRAWINGS, IN ACCORDANCE WITH THE ABOVE-SPECIFIED TOLERANCES. CONTRACTOR SHALL ASSIST THE DISTRICT, AS REQUIRED, TO CONFIRM COMPLIANCE WITH CONSTRUCTION TOLERANCES. CONTRACTOR SHALL MAKE OR ASSIST IN MAKING ALL NECESSARY MEASUREMENTS, AS DETERMINED BY DISTRICT.
6. **INSPECTION DEPOSIT**

THREE WEEKS PRIOR TO CONSTRUCTION, DEVELOPER/APPLICANT SHALL MAKE A DEPOSIT FOR INSPECTION. INSPECTION DEPOSITS ARE BASED UPON ESTIMATES. SHOULD ACTUAL COSTS BE GREATER, THE BALANCE SHALL BE PAID TO THE DISTRICT BY THE APPLICANT. SHOULD ACTUAL COSTS BE LESS, THE BALANCE SHALL BE REFUNDED TO THE APPLICANT. FEES/DEPOSITS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

7. **ENGINEERING FIRM**

PRIOR TO SIGNING OF WATER CONSTRUCTION DRAWINGS BY RCWD, ALL QUESTIONS CONCERNING THIS PROJECT SHALL BE DIRECTED TO:

____________________
(NAME)

____________________
(TITLE)

____________________
(FIRM)
# LEGEND AND ESTIMATE OF QUANTITIES

1. The Legend and Estimate of Quantities shall be included on the same sheet as the Index Map, in the following format:

<table>
<thead>
<tr>
<th>MARK</th>
<th>QTY</th>
<th>UNIT</th>
<th>LEGEND</th>
<th>DESCRIPTION</th>
<th>STD. DWG.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>L.F.</td>
<td>INSTALL</td>
<td>____” Extra Strength Vitrified Clay Pipe or SDR-35 PVC Pipeline</td>
<td>S-1</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>EA</td>
<td>CONSTRUCT</td>
<td>60” Dia. Precast Reinforced Concrete Manhole</td>
<td>S-12, S-13, S-14, S-15, S-16, S-19</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>EA</td>
<td>CONSTRUCT</td>
<td>____” Sewer Lateral with cleanout at property line (Same Material as Sewer Main)</td>
<td>S-4, S-5, S-6, S-7, S-10, S-11</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>EA</td>
<td>INSTALL</td>
<td>____” Air Release and Air Vacuum Assembly (Force Main Only)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>EA</td>
<td>INSTALL</td>
<td>____” Blow-Off (Force Main Only)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>INSTALL</td>
<td>Backwater Valve</td>
<td></td>
</tr>
</tbody>
</table>

2. A separate entry is required for each size and type of all materials necessary for this project.
SIGNATURE BLOCKS
FACILITIES AND SEWER EXTENSIONS

TITLE SHEET SIGNATURE BLOCK

<table>
<thead>
<tr>
<th>Rancho California Water District</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPROVED FOR CONSTRUCTION:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Chief Engineer</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Engineering</td>
</tr>
</tbody>
</table>

SEWER SYSTEM CERTIFICATION

I certify that the design of the SEWER SYSTEM in ______________ is in accordance with the SEWER SYSTEM MASTER PLAN of Rancho California Water District (District) and that the District has programmed adequate capacity to treat the wastes from the proposed (Tract/Parcel Map).

<table>
<thead>
<tr>
<th>Chief Engineer</th>
<th>Date</th>
</tr>
</thead>
</table>

SIGNATURE BLOCK
(All Sheets except first)

<table>
<thead>
<tr>
<th>Rancho California Water District</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPROVED FOR CONSTRUCTION:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Engineering Manager</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Approvals:</td>
</tr>
<tr>
<td>Engineering</td>
</tr>
</tbody>
</table>

4/1/14

APPENDIX “G”
SIGNATURE BLOCK – REVISIONS/ADDITIONS TO EXISTING SEWER SYSTEM CONSTRUCTION DRAWINGS

RCWD Project No: _____________________

Location and installation of _____________________ only. (Type of Appurtenance)

For Revisions Only

RCE
Sign/Stamp

Signature _____________________ Date ____________

SIGNATURE BLOCK – CONSTRUCTION CHANGES TO SEWER SYSTEM CONSTRUCTION DRAWINGS ALREADY APPROVED BY THE DISTRICT

THE REVISIONS ON THIS DRAWING ARE APPROVED BY THE ENGINEER OF RECORD NAMED BELOW FOR CONSTRUCTION PENDING RCWD SIGNED APPROVAL. ALL OTHER REQUIREMENTS OF THE ORIGINAL PLANS AND SPECIFICATIONS REMAIN IN FORCE.

(ENGINEER OF RECORD NAME) DATE

(ENGINEER OF RECORD NAME)

THE REVISIONS SHOWN ON THIS DRAWING ARE APPROVED FOR CONSTRUCTION BY RCWD.

(RCWD PROJECT MANAGER NAME) DATE

(RCWD PROJECT MANAGER NAME)
EXAMPLE OF INDEX MAP
WITH CALL OUTS AND SYMBOLS LEGIBLE

SEE SHEET 4

EXIST: 36' W PER RC-442
EXIST: 18' W PER RC-542

ISAL ROAD INFRA. SEWER & WATER PLANS
RANCHO CALIFORNIA WATER DISTRICT
SEWER CONSTRUCTION DRAWINGS CHECKLIST

TRACT NO. ___________          RCWD W.O. ____________

COVER SHEET

<table>
<thead>
<tr>
<th>VICINITY MAP</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Scale _____</td>
<td></td>
</tr>
<tr>
<td>North Arrow</td>
<td></td>
</tr>
<tr>
<td>Street Names</td>
<td></td>
</tr>
<tr>
<td>Title and Location of Project</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INDEX MAP</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Scale _____</td>
<td></td>
</tr>
<tr>
<td>North Arrow</td>
<td></td>
</tr>
<tr>
<td>Proposed Water/Sewer Line</td>
<td></td>
</tr>
<tr>
<td>Layout of Project</td>
<td></td>
</tr>
<tr>
<td>Appurtenances</td>
<td></td>
</tr>
<tr>
<td>Manhole</td>
<td></td>
</tr>
<tr>
<td>Air Valves</td>
<td></td>
</tr>
<tr>
<td>Blow-Offs</td>
<td></td>
</tr>
<tr>
<td>Pipeline</td>
<td></td>
</tr>
<tr>
<td>Quantities</td>
<td></td>
</tr>
<tr>
<td>Plan Layout/Sheet Reference</td>
<td></td>
</tr>
</tbody>
</table>

NOTES

<table>
<thead>
<tr>
<th>NOTES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sewer System Certification</td>
<td></td>
</tr>
<tr>
<td>Notifications</td>
<td></td>
</tr>
<tr>
<td>General Sewer Notes</td>
<td></td>
</tr>
<tr>
<td>RCWD Signature Block</td>
<td></td>
</tr>
</tbody>
</table>
# RANCHO CALIFORNIA WATER DISTRICT
## SEWER CONSTRUCTION DRAWINGS CHECKLIST

**TRACT NO. ___________**  **RCWD W.O. ____________**

### PROFILE

<table>
<thead>
<tr>
<th>SHEET NO.</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Stations at Bottom of Profile</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elevations at Side of Profile</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Existing Ground Surface</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposed Finished Ground Surface or Pavement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Match Lines (Station &amp; Sheet Number)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flow Line of Sewer Identified</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stationing and Flow Line Elevations for:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Manholes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Grade Breaks</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. End of Pipe</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer Slopes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer Lengths</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum Cover</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete Encasement Limits</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Separation from Water</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# RANCHO CALIFORNIA WATER DISTRICT
## SEWER CONSTRUCTION DRAWINGS CHECKLIST

**TRACT NO. ___________**  
**RCWD W.O. ____________**

### PLAN

<table>
<thead>
<tr>
<th>SHEET NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RCWD Signature Block</td>
</tr>
<tr>
<td>Title Block</td>
</tr>
</tbody>
</table>
| Scale  
(Hor. – 1” = 40’)  
(Vert. – 1” = 4’) |
| North Arrow |
| Location and Width of Right-of-Way |
| Location and Width of Curb Separation |
| Location and Width of Easements |
| Street Names |
| Lot (Parcel) Lines & Numbers, All Adjacent Tracts Identified |
| Existing/Future Utilities |
| Existing/Proposed Improvements |
| Match Lines (Station & Sheet Number) |
| Existing Sewer Drawing Reference |
| Sewer Located per County Standard No. 817 |
| Separation from Water |
| Stations and O.D. Elevations of Crossings (water, sewer, storm drain, and reclaimed water) |
| Centerline Offset to Proposed Pipeline and Other Utilities |
| Centerline Stationing (100’ tick marks with Station) |
| Centerline Curve Data |
| a. Street |
| b. Sewer |
| Type and Size of Proposed Sewer |
| Lateral Connection (Sizes, Approximate Locations) |
| Manhole Locations |
Recording Requested by
RANCHO CALIFORNIA WATER DISTRICT

After Recordation Return to:

Rancho California Water District
42135 Winchester Road
Post Office Box 9017
Temecula, CA 92589-9017

Pursuant to Government Code section 27383, no fees shall be charged by the recorder for services rendered to the State, to any municipality, county of the State, or other political subdivision thereof. Also see 54 Ops. Att. Gen 28, 11-3-71 Rancho California Water District is a California Water District organized and existing pursuant to the California Water Code section 34000 et.seq.

ASSESSOR PARCEL NO(s). ______________________________ PROJECT NO. ______________________________

GRANT OF EASEMENT AND RIGHT OF WAY FOR UTILITY PIPELINES AND APPURTEANCES

, on behalf of itself and its successors and assigns, hereinafter designated Grantor, owner of the hereinafter described lands, for a valuable consideration, does hereby GRANT to RANCHO CALIFORNIA WATER DISTRICT, a public corporation, its successors and assigns, herein designated Grantee, a perpetual non-exclusive easement and right-of-way upon, through, under, over, and across the hereinafter described real property for the ingress and egress, installation, construction, operation, maintenance, repair, replacement, and reconstruction of water, sewer, and/or recycled water pipeline or pipelines, and all fixtures or appurtenances incidental thereto, and placement of tools, implements, and materials thereon as necessary to exercise the rights conveyed hereunder, together with a right-of-way for ingress and egress from adjacent roadways over a reasonable path to such real property and the perpetual right to remove buildings, structures, trees, bushes, soil, undergrowth, flowers, and any other obstruction the Grantee deems are interfering with the use of said easement and right-of-way by Grantee, its successors, or assigns.

To have and to hold said easement and right-of-way unto itself and unto its successors and assigns forever, together with the right to convey said easement, or any portion of said easement, to other public agencies or private utilities.

The real property referred to herein and made subject to said easement and right-of-way by this grant is situated in _________________, in the County of Riverside, State of California, and is more particularly described within Exhibit “A” Legal Description and Exhibit “B” Plat Map, attached hereto and incorporated herein.

The Grantor reserves the right, at his own risk, to use the surface of the above-described real property in a manner that will not interfere with or be detrimental to the use of said easement and right-of-way by Grantee, its successors, and assigns, provided, however, that the Grantor shall not increase or decrease or permit to be increased or decreased the ground elevations of said easement existing at the time this document is executed except for grade changes required for construction of the Grantee’s utility pipelines, appurtenances, and/or facilities, as shown on plans approved by the Grantee. The Grantor shall not plant any trees, construct or permit to be constructed any building, structure, concrete slab, concrete pavement, block wall, fence, improvement, or other encroachment upon said easement without the previous written consent of Grantee in the form of an encroachment permit or plans approved by the Grantee; provided, however, Grantor shall
have the right to install asphalt pavement over the easement area, along with any striping and/or directional signs required for vehicular travel. Grantee may remove from the easement any tree, building, structure, concrete slab, concrete pavement, improvement, or other encroachment not consented to in writing by Grantee, and the cost of such removal shall be the sole responsibility of Grantor who shall reimburse Grantee for such costs.

Grantor waives any right under California Civil Code section 845, and any other right, to compel Grantee to repair, grade, surface, or otherwise improve or maintain said easement as a roadway or private right-of-way. Notwithstanding California Civil Code section 845, Grantor hereby covenants and agrees for itself, its heirs, successors, and assigns, that the Grantor will be responsible for maintaining the easement to the satisfaction of the Grantee and at Grantor’s sole expense including, but not limited to, weeding in the easement, maintaining permitted surface improvements, roadways, and utility markers.

Upon completion of maintenance and/or repair of Grantee’s pipeline or appurtenant facilities involving excavations of the easement surface, Grantee agrees to restore the easement area, limited only to backfill, compaction, and patching the area(s) of non-decorative impervious pavement and curbing (if applicable) excavated by the Grantee as part of the maintenance and/or repair activity, and consented by Grantee by encroachment permit or plans approved by the Grantee. Grantor agrees to restore all other areas excavated/disturbed by the Grantee including, but not limited to, pervious paving, decorative paving/curbing, landscaping, and irrigation.

IN WITNESS WHEREOF, this instrument has been executed this _____ day of ________, ______.

GRANTOR(S):

By: ____________________________
    (Signature)

_______________________________
    (Printed Name)

By: ____________________________
    (Signature)

_______________________________
    (Printed Name)

(Note: attach California All-Purpose Acknowledgment)
CERTIFICATE OF ACCEPTANCE UNDER SECTION 27281 OF THE
CALIFORNIA GOVERNMENT CODE

This is to certify that the interest in real property conveyed by the deed or grant dated ____________, _____ from
___________________________________________________________________________________
to Rancho California Water District, a public agency and subdivision in the State of California, is hereby
accepted by order of the undersigned officer on behalf of the Board of Directors pursuant to the authority
conferred by Resolution No. 2004-5-2 of the Board of Directors adopted on May 13, 2004 and the grantee
consents to recordation thereof by its duly authorized officer.

RANCHO CALIFORNIA WATER DISTRICT

By: ____________________________
    Jeffrey D. Armstrong, General Manager

Dated: ____________________________

03/15
APPENDIX “I”
# RANCHO CALIFORNIA WATER DISTRICT

## Revision/Addition to Existing As-Built Drawing Check List

<table>
<thead>
<tr>
<th><strong>Applicant Name(s)</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mailing Address</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Telephone No.</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Tract/Parcel Map No.</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Lot/Parcel No.</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Assessor Parcel No. (APN)</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Service Address</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Existing Utilities</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Property Boundaries</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Right-of-Way</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Easement Boundaries</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Existing Improvements:</strong></td>
<td></td>
</tr>
<tr>
<td>Curb</td>
<td></td>
</tr>
<tr>
<td>Planters</td>
<td></td>
</tr>
<tr>
<td>Pavement</td>
<td></td>
</tr>
<tr>
<td><strong>Proposed Pipeline</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Proposed Appurtenance</strong></td>
<td></td>
</tr>
<tr>
<td>with Stationing (Revision/Addition)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>R.C.E. Certification</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>RCWD Project No.</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FLOWCHART FOR CONSTRUCTION OF SEWER FACILITIES

SUBMIT:
1. Engineering Service Application
2. Inspection Deposit
3. 4 Copies of Approved Sewer Construction Drawings (from Engineering Services)

SUBMIT:
1. Contractor Information Sheet
2. Materials List
3. 2 Copies of Encroachment Permits
4. 1 Copy of Recorded Tract/Parcel Map
5. System Facilities Construction Agreement
6. Sewer System Construction Contract
7. Certification of Streets to Final Grade
8. Certificate of Insurance
9. Surety
10. Copy of Commercial Waste Discharge Permit, if applicable.

DISTRICT APPROVAL:
1. Contractor
2. Materials List

DISTRICT ISSUE:
1. Notice of Proceed

SCHEDULE Pre-Construction Meetings

ATTEND Pre-Construction Meetings

NOTIFY District in Writing Regarding Construction Start

SUBMIT Construction Cut Sheets

CONSTRUCT Sewer System Facilities With District Inspection

COMPLETE All Items on District Inspection List

TEST Sewer System Facility

PAY Any Remaining Inspection Fees

SUBMIT:
1. Unconditional Lien Waiver and Release
2. Sewer System Record Drawings

NOTICE of Completion Filed by District

CONNECT To Existing Sewer System
CONTRACTOR INFORMATION SHEET

Firm Name and Address: ________________________________

______________________________

Contractor's License No.: ________________________________
License Class: ________________________________
License Expiration Date: ________________________________
Telephone No.: ________________________________
Emergency Telephone No.: ________________________________

Contractor's Project Manager:
Name: ________________________________
Telephone No.: ________________________________
Emergency Telephone No.: ________________________________

Contractor's Superintendent:
Name: ________________________________
Telephone No.: ________________________________
Emergency Telephone No.: ________________________________

Contractor's Signature: ________________________________ Date: ____________

Received: Rancho California Water District:

By: ________________________________ Date: ____________

6/1/09 APPENDIX "M"
Contractor Information Sheet
Page Two

Contractor shall furnish three references for similar projects completed within the past three (3) years.

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Type of Work</th>
<th>Date Completed</th>
<th>Owner (Name &amp; Address)</th>
<th>Person in Charge of Project</th>
<th>Phone Number of Person in Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6/1/09

APPENDIX “M”
THIS AGREEMENT is made on this ___ day of ___________ 20__, by and between RANCHO CALIFORNIA WATER DISTRICT OF RIVERSIDE COUNTY, a public agency of the State of California, hereinafter designated as the “District” and ____________________________ located at ______________________________. Ph. No. __________. represented by ___________________________ hereinafter designated as the “Developer.”

WHEREAS, Developer is planning/constructing a development of ________________ lot(s) located within the development referenced within records of the County of Riverside, State of California, as:

____________________________________________________________________ and is further identified on the map attached to and made a part of this Agreement (“Development”), as more particularly described in Exhibit “A;” and

WHEREAS, the Development will require a water/sewer distribution system to provide domestic water/sewer service (“Service”) to the Development referenced above (“System Facilities”) as more particularly described in Exhibit “B;” and

WHEREAS, the Developer intends to construct the System Facilities (under District Job Number: ______ in accordance with the terms and conditions set forth herein); and

WHEREAS, Developer is desirous of having the District provide Service to the Development and is willing to convey the System Facilities to the District after the construction thereof, contingent upon the District’s acceptance of such conveyance on the terms and conditions set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. District agrees to provide Service to the Development in compliance with its applicable rules, regulations, ordinances, and orders when, and if, Developer has complied with the terms and conditions contained herein, and any additional terms and conditions required for the provision of Service as set forth in the District’s rules, regulations, ordinances, and orders.

2. Developer has engineered/designed and undertaken all environmental review required for the System Facilities necessary for the Development in accordance with the following terms and conditions:
   A. Developer has caused System Facilities to be designed at its expense by a qualified Engineer licensed by the State of California as a Civil Engineer.

APPENDIX “N”
B. The System Facilities for the Development were designed in full compliance with all applicable rules, regulations, ordinances, and orders including the District’s Water and/or Sewer System Facility Requirements and Design Guidelines (Latest Version).

C. The Developer’s design plans, drawings, and/or incidental design documentation were reviewed by District personnel for conformance with applicable guidelines referenced in paragraph “B,” above. Upon District approval, the design plans/drawings became construction drawings for the System Facilities (“Drawings”).

D. The Developer’s responsibility for the entire cost of the System Facilities shall include all costs of design, District labor, equipment, and materials associated with the review and completion of Developer’s design work, and any other associated costs including, but not limited to: (1) design documentation review, (2) Drawings review and approval, (3) cost to conduct or procure special studies or analysis, and (4) costs relating to environmental review.

E. Developer has provided the District with a copy of any and all documents prepared in compliance with the laws of the State of California and the United States including, but not limited to, the California Environmental Quality Act (“CEQA”), California Public Resources Code section 21000 et seq., (“Environmental Laws”) and previously utilized to obtain approvals for the Developer’s Development. Sufficiency of environmental review for the System Facilities shall be determined by the District, in its sole discretion. In the event that the District or Developer determines that additional environmental review is necessary for the System Facilities, all fees and costs to prepare this additional environmental review shall be borne solely by the Developer. Notwithstanding the foregoing, Developer shall be responsible for complying with all Environmental Laws and shall indemnify and save harmless the District from any and all claims or actions arising from Developer’s failure to comply with any Environmental Laws.

F. Developer has provided (if requested by the District) the District with a copy of all conditions of approval for the Developer’s Development as determined and stated by all other regulatory agencies from which the Developer has applied for or obtained approval for construction of any part of aspect of the Developer’s Development.

3. Developer agrees to construct the System Facilities necessary for the Development in accordance with the following terms and conditions:

A. Developer will cause System Facilities to be constructed as shown on the District approved Drawings, at its sole cost and expense, by a qualified California licensed contractor (“Developer’s Contractor”). Developer’s Contractor shall be currently licensed by the State of California with either a specialty contractor, “C-34,” pipeline license or a General Engineering Contractor, “A” license. Developer’s Contractor shall be

APPENDIX “N”
experienced in the construction of domestic water/sewer systems, as the case may be, and shall have been reviewed by the District and approved by the District as a qualified contractor before the contract between Developer and Developer’s Contractor is signed and construction begins. Developer shall obtain all necessary approvals and permits, and shall execute or obtain any necessary easements, using the District’s form Grant of Easement, for the System Facilities.

B. The System Facilities will be constructed and installed in full compliance with all applicable laws and regulations, and pursuant to the rules, regulations, ordinances, and orders of the District including, but not limited to, District's Standard Specifications and Standard Drawings for Water and Sanitary Sewer Facilities (Latest Version).

C. Drawings for the System Facilities shall be approved by District prior to the presentation thereof to contractors for bidding purposes and the System Facilities shall be constructed and installed in full compliance with said approved Drawings and District standard specifications referenced in paragraph “B” above (“Specifications”).

D. The entire cost of the construction of the System Facilities shall be paid by the Developer. Such construction shall be inspected by District personnel for conformance with the Specifications and approved Drawings. The inspection by the District of the construction for conformance with the Specifications and approved Drawings shall not be deemed to confer liability on the District or otherwise place the responsibility for properly constructing and inspecting the System Facilities upon the District. The Developer shall permit the District’s inspector to enter the construction site at any reasonable time. The Developer shall reimburse District for all labor, equipment, and materials associated with the inspection, approval, and completion of the System Facilities. Such costs may include, but are not limited to: (1) site inspection, (2) costs to conduct or procure special studies or analysis, (3) material and equipment submittal review, and (4) costs relating to environmental review.

E. The District is not responsible and does not own the System Facilities until they are inspected and approved by the District, all fees and charges associated with the construction of the System Facilities and/or other fees and charges owed by Developer to the District are paid in full, the Unconditional Lien Waiver and Release and the Transfer of Title for System Facilities are executed and accepted by the District. Until such time, Developer is responsible for the System Facilities and is liable for all damage to said facilities. The Developer shall indemnify District, its governing board, officers, and employees for any and all claims of any kind relating to the construction of the System Facilities incurred prior to the District’s acceptance of said facilities.

F. All existing District facilities shall be protected in place. Any damaged District facilities shall be replaced or repaired by Developer at the Developer's sole cost and expense, and to the satisfaction of District.

APPENDIX “N”
G. Following the District’s inspection of the System Facilities, the District shall inform Developer of work necessary to complete the System Facilities or remedy any deficiencies in order for the District to approve and accept said facilities. Developer shall promptly and at no cost to District perform the work according to the District’s instructions. Developer shall guarantee the System Facilities for a period of one (1) year following the date of acceptance of the System Facilities by the District, and shall promptly and at no cost to District perform work necessary to remedy any deficiency in the work according to the District’s instructions. Should Developer fail to promptly perform any work required under this subsection, Developer shall, on demand, pay all costs incurred by the District as necessary to complete construction or remedy any deficiency, including the applicable hourly rate for an inspector for such time as may be required, as determined by the District, to inspect the construction of the facilities. Said rate shall be that which is applicable at the time of actual inspection. The inspector shall work under the supervision of the District, and shall provide inspection until the System Facilities are accepted and approved as stated herein. The Performance Bond required pursuant to this Agreement shall be effective during the one-year guarantee period.

4. Construction shall not begin until District issues the “Notice to Proceed.” Prior to District issuing “Notice to Proceed,” Developer shall submit the following:

A. Copy of contract between Developer and Contractor verifying cost of System Facility construction.
B. Certification of streets to final grade.
C. Encroachment permit.
D. Certificates of insurance for Developer's Contractor and all subcontractors. The Developer shall require, by written contract, its Contractor to carry general liability, automotive liability, and Workers’ Compensation insurance, which shall list the District, its governing board, officers, and employees as additional insureds, in such form and amounts as noted in Articles 37 through 40 of the General Provisions of the District’s Standard Specifications and Standard Drawings for Water and Sanitary Sewer Facilities (Latest Version). Additional insured endorsements for the Contractor’s policy of Commercial General Liability insurance naming the District, its governing board, officers, and employees shall be in the form of ISO CG 20 38 and 20 37, or endorsements acceptable to the District providing the exact same coverage. Notwithstanding the required limits of insurance set forth herein, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds hereunder.

   i. Subject to the satisfaction of the District’s General Counsel, Developer shall provide or shall cause the Developer’s Contractor to provide, security for the faithful performance of the System Facilities and the warranty period, in form of a cash deposit, a performance bond, an irrevocable and unconditional letter of credit, an agreement for certificate of deposit, or a segregated construction account, only on forms acceptable to the District and listing the District as obligee, if applicable. The security for faithful performance of the System Facilities shall be in an amount equal to 100% of the District’s estimated construction cost of
the System Facilities shown in Exhibit B and shall be held during the construction period and the one-year warranty period. However, the security may be reduced to 25% for the one-year warranty period upon the written request of the Developer and concurrence of the District. Payments or releases of part of the security for faithful performance may be authorized by the District Engineer to be made by the financial institution or the District to Developer after Developer's Engineer has submitted a list of completed improvements or related work to the District Engineer and the District Engineer has inspected and approved in writing such payment or release for such improvements or related work. The one-year warranty period will begin upon the date of the acceptance of the System Facilities by the District.

ii. If a performance bond is submitted as security, the performance bond must be provided on District form (per Appendix Q, herein) by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business in the State of California and satisfactory to the District. Bonds executed in favor of the city or county for the work which meet the requirements of this Section shall be acceptable in satisfaction hereof only if all such bonds expressly list the District as a co-obligee thereunder. If a performance bond is provided by the Developer’s contractor, Developer shall provide the District a copy of its written contract with its contractor to perform the work secured thereby.

iii. If the developer is a public agency of the State of California, and has secured a performance bond from its contractor, a copy of such bond must be provided to the District. When the value of the System Facilities is greater than $25,000, the District shall be expressly listed as co-obligee thereunder, or be provided a separate form of performance security pursuant to Section 4.E.i, herein.

iv. The Developer shall be considered in default of their obligations and a claim shall be filed against the surety due to project inactivity that, in the sole discretion of the District, jeopardizes life, health, safety, the environment, property, or any federal, state, or local laws.

F. Developer is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” projects. If the requirements of this Agreement are performed as part of an applicable “public works” project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Developer agrees to fully comply with such Prevailing Wage Laws, if applicable. Developer shall defend, indemnify, and hold the District, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Developer and Developer’s Contractor and all subcontractors to comply with all California Labor Code provisions, which include, but are not limited to, prevailing wages, employment of apprentices, hours of labor, and debarment of contractors and subcontractors.
5. The District will provide construction water and fire protection (subject to all conditions of service under current District Rules and Regulations for Water Service) to the Development after the Contractor has completed all items on the District Inspector's Construction Deficiency List, evidence has been submitted indicating city/county acceptance of compaction, acceptable hydrostatic and bacteriological test results have been obtained, and any remaining inspection fees are paid in full.

6. The District will provide drop-in meters to the development and file a Notice of Acceptance after the following has been submitted:

   A. Drop-in Meter Application and all related meter installation and connection fees.

   B. Unconditional Lien Waiver and Release for waterline or sewer construction, as applicable.

   C. A Transfer of Title for System Facilities form (Exhibit “C”) (“Title Transfer Form”) executed by Developer vesting title of said System Facilities to the District. The Title Transfer Form must be on District form and vests title only after the District files the Notice of Completion.

   D. In the event water rights are appurtenant to the development, Developer shall also grant/assign said water rights to the District on District form, if applicable. Thus, an Agency Agreement will be required for each parcel if there is not a current Agency Agreement recorded against the property. The Agency Agreement gives the District the right of management of the groundwater resource to the District, for the benefit of all District customers.

7. At District’s option, the terms and conditions of this Agreement will become null and void and District will have no further obligations hereunder in the event the construction of the System Facilities covered herein has not commenced within 12 months of the date of this Agreement. In the event construction has not been accepted by District within 24 months of the date of this Agreement, this Agreement and any other related System Facility requirements must then be revised to include any new conditions and to cover all increased costs, including any new fees and charges which may be in effect at that time. No further work will be permitted until all provisions of this paragraph have been fulfilled.

8. Developer agrees to hold the District free and harmless from any expense or liability resulting from the construction or installation of the System Facilities, and further agrees that Developer will indemnify the District, its governing board, officers, and employees free and harmless from and against any and all liabilities for death, injury, loss, or damage to persons or property which may arise before, after, or during construction of the System Facilities as a result of any work performed by Developer or on its behalf.

APPENDIX “N”
i. Venue. In the event of any legal or equitable proceeding to enforce or interpret the terms or conditions of this Agreement, the Parties agree that venue shall lie only in the federal or state courts in the County of Riverside, State of California.

ii. Modification. Once executed, this Agreement may not be altered in whole or in part except by a written modification approved by the Board of Directors of the District and executed by all the Parties to this Agreement.

iii. Attorney's Fees. In the event any action or proceeding is initiated to challenge, invalidate, enforce, or interpret any of the terms of this Agreement, the prevailing Party shall be entitled to all reasonable attorney's fees and costs in addition to any other relief granted by law. This provision shall apply to the entire Agreement.

iv. Entire Agreement. This Agreement, together with any Exhibits attached hereto or incorporated herein by reference, contains all representations and the entire understanding between the Parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda, or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its Exhibits. Developer warrants and represents that no District representative has made any oral representations or oral agreements not contained in this Agreement.

v. Assignment. Developer shall not be entitled to assign or transfer all or any portion of its rights or obligations contained in this Agreement without obtaining the prior written consent of the District, which consent shall not be unreasonably withheld. Any purported assignment without the District's prior written consent shall be void.

vi. Time is of the Essence. Developer warrants that it understands and agrees that time is of the essence in the performance of the obligations set forth in this Agreement.

vii. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective purchasers, successors, heirs, and assigns.

viii. Unenforceable Provisions. The terms, conditions, and covenants of this Agreement shall be construed whenever possible to be consistent with all applicable laws and regulations. To the extent that any provision of this Agreement, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions nevertheless shall remain enforceable to the extent that they effectuate the original intent of the Parties.
ix. Representation of Capacity to Contract. Each of the signatories to this Agreement represents and warrants that he/she has the authority to execute this Agreement on behalf of the Party represented by that individual.

x. No Waiver. The failure of either Party to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that Party’s right to enforce this, or any other term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement. In the event that either party shall fail to perform its part of this Agreement, and suit shall be commenced, or an attorney employed to enforce the provisions thereof, the party who fails to perform its part of the Agreement agrees to pay any and all costs involved therein, and to pay a reasonable attorney’s fee.

10. Whenever in this Agreement notice is required to be given, the same shall be given by certified mail, postage prepaid, addressed to the respective parties at the following addresses:

To Rancho California Water District:

Rancho California Water District
General Manager
P.O. Box 9017
Temecula, California 92589-9017

To Developer:

________________________________________
________________________________________
________________________________________
________________________________________

RANCHO CALIFORNIA WATER DISTRICT  DEVELOPER
By: ______________________________________
    General Manager
Date: ________________________________

Company: _____________________________
By: _________________________________
Name: ______________________________
Title: ______________________________
Date: ________________________________

APPENDIX “N”
EXHIBIT “A”

DESCRIPTION OF DEVELOPMENT
EXHIBIT “B”

DESCRIPTION OF SYSTEM FACILITIES

(TO BE COMPLETED BY RCWD PRIOR TO EXECUTING THE AGREEMENT. PLEASE CONTACT RCWD’S ENGINEERING SERVICES DEPARTMENT TO OBTAIN A COPY OF EXHIBIT B)
EXHIBIT “C”

TRANSFER OF TITLE FOR SYSTEM FACILITIES

FOR VALUABLE CONSIDERATION other than payment of money,

______________________________________________________ ("Developer") hereby grants, transfers, and conveys to Rancho California Water District (District) all right, title, and interest in the System Facilities, as depicted in Exhibit “B” for the Development referenced in Exhibit “A.” Developer agrees to indemnify the District for any and all claims, liens, causes of action, or any type of liability arising from or in any way related to the construction of said System Facilities.

Said System Facilities are shown in detail on the construction drawings (Sheets ___ through ___) for said Development. This transfer of title is in accordance with Section 6 of the subject System Facilities Construction Agreement between Rancho California Water District and Developer, dated concurrently herewith and is effective upon Developer providing the Unconditional Lien Waiver and Release and upon filing of the Notice of Completion by the District for the aforementioned System Facilities.

Developer, on behalf of his heirs, executors, and administrators, covenants and agrees to warrant and defend this transfer of property, goods, and chattels against all and every persons claiming the same.

Executed this ________ day of __________________, ____.

GRANTOR(S):

By: __________________________________________
    (Signature)
    
    __________________________________________
    (Printed Name)

By: __________________________________________
    (Signature)
    
    __________________________________________
    (Printed Name)

(Note: attach California All-Purpose Acknowledgment)
TO: Rancho California Water District

FROM: 

(address)

SUBJECT: Certification of Streets to Final Grade
Tract Map No. _____________________, or
Parcel Map No. _____________________

1. There has been executed a "SYSTEM FACILITIES CONSTRUCTION AGREEMENT" for the system facilities described above; said Agreement being between:
   a. The Rancho California Water District, hereinafter designated as the "District";
   b. , hereinafter designated as the "Developer"

All terms and conditions of said Agreement are hereby incorporated by reference.

2. Pursuant to Section 3 of said Agreement, the Developer certifies that all streets requiring system facilities are to the required Final Grade and ready for installation of system facilities; wherein the Final Grade shall be defined as the finished grade of the street base or sub-base required by the Riverside County Road Department, the City of Temecula, City of Murrieta, or the District.

3. Developer agrees that if there is a change required in the final grade of the street which occurs during or after the construction of the system facilities, and requires the relocation of any system facilities, the Developer will make full payment for all costs necessary to relocate said system facilities.

Developer: ______________________________________________________________
Address: ________________________________________________________________
City/State/Zip: ___________________________________________________________
Telephone: ______________________________________________________________
Authorized Agent (sign): _________________________________________________
Name (type): ____________________________________________________________
Title: ________________________________________________________________
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

<table>
<thead>
<tr>
<th>CONTACT NAME:</th>
<th>PHONE</th>
<th>FAX</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

INSURED

<table>
<thead>
<tr>
<th>INSRER A:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INSRER B:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INSRER C:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INSRER D:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INSRER E:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INSRER F:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

COVERAGEs

<table>
<thead>
<tr>
<th>COVERAGES</th>
<th>CERTIFICATE NUMBER:</th>
<th>REVISION NUMBER:</th>
</tr>
</thead>
</table>

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADJUDICATED SUBROGATION</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Claims-Made</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occur</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Aggregate Limit Applies Per:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Policy</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Automobile Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any Auto</td>
</tr>
<tr>
<td>All Owned Autos</td>
</tr>
<tr>
<td>Scheduled Autos</td>
</tr>
<tr>
<td>Hired Autos</td>
</tr>
<tr>
<td>Non-Owned Autos</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Umbrella Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occur</td>
</tr>
<tr>
<td>Claims-Made</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Excess Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occur</td>
</tr>
<tr>
<td>Claims-Made</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Workers Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y/N</td>
</tr>
<tr>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Special Provisions Below:</th>
</tr>
</thead>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

<table>
<thead>
<tr>
<th>CANCELLATION</th>
</tr>
</thead>
</table>

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

ACORD 25 (2009/09)

The ACORD name and logo are registered marks of ACORD

APPENDIX “P”
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contact between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.
BOND NO. ____________

FAITHFUL PERFORMANCE BOND
FOR
SYSTEM FACILITIES CONSTRUCTION AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That WHEREAS, the Rancho California Water District ("District"), has entered into a System Facilities Construction Agreement ("Agreement") (All terms and conditions of said Agreement are hereby incorporated by reference) with ______________ (hereinafter referred to as the "Developer/Principal"), for construction of:

________________________________________

(Hereinafter referred to as the "Project"); and

WHEREAS, the Developer/Principal is required by said Agreement to perform the terms thereof and to furnish a bond for the faithful performance of said Agreement.

NOW, THEREFORE, we, ______________, the undersigned Developer/Principal and ______________ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of ____________________ DOLLARS, ($____________), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bonded Developer/Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Agreement and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning and shall faithfully fulfill the one-year guarantee of all materials and workmanship; shall indemnify and save harmless the District, its officers and agents, and provide District with an Unconditional Lien Waiver and Release and a Transfer of Title for System Facilities and has paid all fees and charges as stipulated in said Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney’s fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the work (including submission of the Unconditional Lien Waiver and Release, submission of the Transfer of Title for System Facilities, payment of all fees and charges, and repair of any damage of
existing District facilities), unless otherwise provided for in the Agreement, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Developer/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Developer/Principal remains.

Whenever Developer/Principal shall be, and is declared by the District to be, in default under the contract, the District having performed the District’s obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the District’s option:

(1) Take over and complete the Agreement in accordance with its terms and conditions; or

(2) Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions and upon determination by Surety of the lowest responsive and responsible bidder, arrange for an Agreement between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the costs of completion less the balance of the Agreement price, including other costs and damages for which Surety may be liable hereunder. The term “balance of the Agreement price” as used in this paragraph shall mean the total amount payable to Developer/Principal by the District under the Agreement and any modification thereto, less the amount previously properly paid by the District to the Developer/Principal.

Surety expressly agrees that the District may reject any Developer or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Developer/Principal.

Surety shall not utilize Developer/Principal in completing the Agreement nor shall Surety accept a bid from Developer/Principal for completion of the work if the District, when declaring the Developer/Principal in default, notifies Surety of the District’s objection to Developer/Principal’s further participation in the completion of the work.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the contract documents accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or to the Project.

Nothing herein shall limit the District’s rights or Surety’s obligations under the Contract, law or in equity, including, but not limited to, California Code of Civil Procedure section 337.15.
IN WITNESS WHEREOF, we have hereunto set our hands and seals this ______ day of ______________, 200_.

<table>
<thead>
<tr>
<th>Developer</th>
<th>(seal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Surety</th>
<th>(seal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
</tbody>
</table>
UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: ____________________________________________

Name of Customer: __________________________________________

Job Location: ________________________________________________

Owner: ______________________________________________________

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect the following:

Disputed claims for extras in the amount of: $______________________

Signature

Claimant’s Signature: _________________________________________

Claimant’s Title: ______________________________________________

Date of Signature: _____________________________________________

2/1/17

APPENDIX “R”
APPENDIX “T”

Rancho California Water District
Ordinance No. 90-11-1
ORDINANCE NO. 90-11-1

AN ORDINANCE OF THE BOARD OF DIRECTORS OF
THE RANCHO CALIFORNIA WATER DISTRICT
ADOPTING RULES AND REGULATIONS GOVERNING
SEWER SYSTEM FACILITIES AND SERVICE

WHEREAS, the Rancho California Water District was formed and operates pursuant to Division 13 (commencing with Section 34000) of the California Water Code and is authorized by that law to acquire, construct, operate and furnish facilities and services for the collection, treatment and disposal of sewage, waste and storm water (Water Code Section 35500); and

WHEREAS, the District exercises sewage and wastewater collection, treatment and disposal authority within the Santa Rosa Division and has established two sewage treatment plants to provide such service; and

WHEREAS, Water Code Sections 35506, 35508, and 35423 authorize the District to adopt rules and regulations for the collection, treatment and disposal of sewage and wastewater;

NOW THEREFORE, the Board of Directors of the Rancho California Water District DOES HEREBY ORDAIN as follows:

Section 1. **Findings.** This ordinance is adopted in contemplation of the following findings:

A. Residential and commercial development of land within the Santa Rosa Division is proceeding and sewage treatment and disposal capacity exists and is available for the existing users and, subject to capacity limitations, to future applicants for sewer service.

B. The District must establish rules, regulations and procedures so that existing District facilities are operated as efficiently as possible and the orderly development of land within the District can continue.

C. The rules and regulations established herein are supplemental to the terms and conditions of the previously adopted Ordinance 89-3-1, adopting rules and regulations for the allocation of available sewer capacity.

Section 2. **Rules and Regulations Regarding Service**

The general and specific provisions regarding sewer facilities and sewer service to
be adopted by this Ordinance are contained in the "Rules and Regulations Governing Sewer System Facilities and Service" attached hereto as Exhibit "A", and by this reference incorporated herein and made a part hereof.

Section 3. **Scope of Ordinance**

This Ordinance shall apply to all existing customers and all applicants for sewer service within the Santa Rosa Division of District. The Board of Directors intends that this Ordinance shall also apply to all existing or future applications for sewer service for areas outside the boundaries of the District where the District has contracts with other public agencies to accept, treat and dispose of sewage and wastewater. District shall not accept any sewer applications from any individual applicant or contract agencies except in compliance with this Ordinance.

Section 4. **Severability**

If any section, subsection, subdivision, paragraph, sentence, clause, phrase of this Ordinance, or any part thereof, is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The Board hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared invalid.

Section 5. **Effective Date.** Upon adoption of this Ordinance after a first reading, the General Manager or his designee is authorized and directed to cause a complete copy of the text of this Ordinance to be published once in a newspaper of general circulation in the District. This Ordinance shall be effective on the date it is adopted after a second reading. The General Manager or his designee is authorized and directed to give public notice, including mailed notice to any person who has so requested, of a public meeting to be held on December 14, 1990 at 9:00 a.m. at the office of this District, at which date, time and place, this Board will hear a second reading of this Ordinance, will hear all persons who wish to comment on this Ordinance, and will consider final adoption of this Ordinance.
ADOPTED, SIGNED AND APPROVED upon a first reading the 9th day of November 1990.

Jeffrey L. Minkler, President of the Board of Directors of the Rancho California Water District

ATTEST:

Linda M. Fregoso, Secretary of the Board of Directors of the Rancho California Water District
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

I, LINDA M. FREGOSO, Secretary of the Board of Directors of the Rancho California Water District, do hereby certify that the foregoing Ordinance No. 90-11-1 was duly adopted by the Board of Directors of said District at a regular meeting thereof held on the 9th day of November, after a first reading and that it was so adopted by the following vote:

AYES: DIRECTORS: Daily, Darby, Ko, Kulberg, Minkler, Silla, Steffey

NOES: DIRECTORS: None

ABSENT: DIRECTORS: None

ABSTAIN: DIRECTORS: None

Linda M. Fregoso, Secretary of the Board of Directors of the Rancho California Water District

(SEAL)
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

I, LINDA M. FREGOSO, Secretary of the Board of Directors of Rancho California Water District, do hereby certify that the above and foregoing is a full, true and correct copy of Ordinance No. 90-11-1 of said Board, and that the same has not been amended or repealed.

DATED: November 9, 1990

[SEAL]

Linda M. Fregoso, Secretary of the Board of Directors of the Rancho California Water District
I, LINDA M. FREGOSO, Secretary of the Board of Directors of the Rancho California Water District, do hereby certify that the foregoing Ordinance No. 90-11-1 was duly adopted by the Board of Directors of said District at a regular meeting thereof held on the 14th day of December, after a second reading and that it was so adopted by the following vote:

AYES: DIRECTORS: Daily, Darby, Ko, Kulberg, Minkler, Silla, Steffey

NOES: DIRECTORS: None

ABSENT: DIRECTORS: None

ABSTAIN: DIRECTORS: None

Linda M. Fregoso, Secretary of the Board of Directors of the Rancho California Water District

(SEAL)
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

I, LINDA M. FREGOSO, Secretary of the Board of Directors of Rancho California Water District, do hereby certify that the above and foregoing is a full, true and correct copy of Ordinance No. 90-11-1 of said Board, and that the same has not been amended or repealed.

DATED: December 14, 1990

[SEAL]

Linda M. Fregoso, Secretary of the Board of Directors of the Rancho California Water District
RANCHO CALIFORNIA WATER DISTRICT

RULES AND REGULATIONS

GOVERNING SEWER SYSTEM FACILITIES AND SERVICE

Effective December 14, 1990

Adopted by Ordinance No. 90-11-1
<table>
<thead>
<tr>
<th>Section 1</th>
<th>Definitions</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 2</td>
<td>Arrangements for Sewer Service</td>
<td>1</td>
</tr>
<tr>
<td>2.01</td>
<td>Applications for Sewer Service Connections</td>
<td>3</td>
</tr>
<tr>
<td>2.02</td>
<td>Applicant's Responsibility for Information Furnished</td>
<td>4</td>
</tr>
<tr>
<td>2.03</td>
<td>Permits</td>
<td>4</td>
</tr>
<tr>
<td>2.04</td>
<td>Sewer Service Connection Requirements and Limitations</td>
<td>4</td>
</tr>
<tr>
<td>2.05</td>
<td>Prerequisite Financial Arrangements for Service Connections</td>
<td>5</td>
</tr>
<tr>
<td>Section 3</td>
<td>Rules and Regulations Applicable for All Sewer Service Connections (Excluding Public Sewer Connections to the District's Sewer System by Other Agencies with Which the District has Interagency Agreements)</td>
<td>8</td>
</tr>
<tr>
<td>3.01</td>
<td>Installation of Sewer Service Connections</td>
<td>8</td>
</tr>
<tr>
<td>3.02</td>
<td>Ownership, Maintenance and/or Repair of Sewer Service Connections</td>
<td>9</td>
</tr>
<tr>
<td>3.03</td>
<td>Responsibilities for Making Connections to District Sewer Service Connections</td>
<td>10</td>
</tr>
<tr>
<td>3.04</td>
<td>Modification and/or Relocation of Sewer Service Connections for the Convenience of Others</td>
<td>10</td>
</tr>
<tr>
<td>3.05</td>
<td>Privately Owned Force Main Sewers and Sewage Pump Stations</td>
<td>10</td>
</tr>
<tr>
<td>3.06</td>
<td>Pollutant-Free Wastewater Prohibited</td>
<td>11</td>
</tr>
<tr>
<td>3.07</td>
<td>Codes</td>
<td>11</td>
</tr>
<tr>
<td>3.08</td>
<td>Inspections</td>
<td>11</td>
</tr>
<tr>
<td>3.09</td>
<td>Tampering with District Property</td>
<td>12</td>
</tr>
<tr>
<td>3.10</td>
<td>Safety</td>
<td>12</td>
</tr>
</tbody>
</table>

(a)
| Section 4 | Arrangements for Public Sewer Connections to the District's Sewer System by Other Public Agencies With Which the District has Interagency Agreements | 12 |
| Section 5 | Arrangements for District Sewer System Facilities Other Than Service Connections | 13 |
| 5.01     | Alternative Financial and Construction Program | 13 |
| 5.02     | Onsite Sewer System Facilities Within or Immediately Adjacent to New Subdivisions or other Development | 13 |
| 5.03     | Other Sewer System Facilities | 15 |
| Section 6 | Rules and Regulations Applicable for All Types of District Sewer System Facilities (Other than Service Connections) Specifically Provided for by These Rules and Regulations | 16 |
| 6.01     | Condition of Streets and/or Other Rights of Way Prerequisite to the Installation of District Sewer System Facilities | 16 |
| 6.02     | Installation of Sewer System Facilities | 17 |
| 6.03     | Ownership, Maintenance and Operations of Sewer System Facilities | 17 |
| 6.04     | Modification and/or Relocation of District Sewer System Facilities for the Convenience of Others | 18 |
| 6.05     | Tampering with District Property | 18 |
| Section 7 | Rules and Regulations Applicable for Sewer Service | 18 |
| 7.01     | Terms and Conditions Applicable for Sewer Service Directly Provided by the District Through District Owned and/or Operated Sewer Collection Systems | 18 |

(b)
### TABLE OF CONTENTS (continued)

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.02</td>
<td>Terms and Conditions Applicable for Sewer Service Indirectly (through the</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Sewer Collection Systems of Other Sewer Service Purveying Agencies) Provided</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Through District Owned and/or Operated Sewer (Except Local Collection) Systems</td>
<td></td>
</tr>
<tr>
<td><strong>Section 8</strong></td>
<td><strong>Calculation of EDU's for Residential, and Commercial/Industrial Developments</strong></td>
<td>21</td>
</tr>
<tr>
<td>8.01</td>
<td>Residential Category</td>
<td>21</td>
</tr>
<tr>
<td>8.02</td>
<td>Commercial/Industrial</td>
<td>21</td>
</tr>
<tr>
<td>8.03</td>
<td>Institutional</td>
<td>21</td>
</tr>
<tr>
<td>8.04</td>
<td>Other</td>
<td>22</td>
</tr>
</tbody>
</table>
SECTION 1 - DEFINITIONS

1.01 Applicant

"Applicant" means an applicant for a Sewer Service Connection; a District sewer system facility installation; sewer service; and/or a Customer of Discharger (as below defined).

1.02 Sewer Service Connection Charges

"Sewer Service Charges" is defined under Section 2.05(a).

1.03 Board

"Board" means the Board of Directors of Rancho California Water District.

1.04 Building Sewer

"Building Sewer" means the privately owned sewer system facilities extending from a District Sewer Service Connection to the building(s) to be provided with sewer service through the involved Sewer Service Connection.

1.05 Director of Engineering

"Director of Engineering" means the Director of Engineering of the Rancho California Water District or his deputy, agent, representative, or inspector.

1.06 Customer

"Customer" means recipient of direct sewer service from the District.

1.07 Developer

"Developer" means a party who is developing a subdivision, tract or other development which requires District sewer facilities and/or service.

1.08 Discharger

"Discharger" means any person or firm who directly or indirectly discharges into a District public sewer main or other District sewer facility. As used herein, the term "Discharger" shall include Applicants for sewer service.
1.09 District

"District" means the Rancho California Water District and/or the Staff thereof.

1.10 Domestic Wastewater

"Domestic Wastewater" means the sewage wastewater resulting from or equivalent to usual domestic residency.

1.11 Equivalent Dwelling Unit (EDU)

Equivalent Dwelling Unit is the volume of wastewater expected to be generated by one single family dwelling per day. For use herein, one EDU equals 250 gallons per day.

1.12 General Manager

"General Manager" means the General Manager of the Rancho California Water District or his deputy, agent, representative, or inspector.

1.13 Service Area

"Service Area" means the territory within the boundaries of the district where the District has been designated as the sewer service provider.

1.14 His

"His" (or other masculine gender words used in these Rules and Regulations) is intended to mean either masculine or feminine, as applicable.

1.15 Offsite Sewer Main Facilities

"Offsite Sewer Main Facilities" means those District sewer system facilities, including but not limited to mains, manholes, clean-outs and appurtenant related facilities which are located outside of and not immediately adjacent to the property(ies) occupied or to be occupied by the involved planned, in progress or existing subdivision or other development.

1.16 Onsite Sewer System Facilities

"Onsite Sewer System Facilities" means those District sewer system facilities, including but not limited to, mains, manholes, clean-outs and appurtenant related facilities, which are located within or immediately
adjacent to the property(ies) occupied or to be occupied by the involved planned, in progress or existing subdivision or other development.

1.17 Pollutant-Free Wastewater

"Pollutant-Free Wastewater" means rainfall, roof runoff, groundwater, subsurface drains, or similar wastewater which is essentially free of sewage and/or acceptable (as determined by the District) commercial/industrial process related pollutants.

1.18 Public Sewer Main

"Public Sewer Main" means any closed conduit, excluding privately owned building sewers, which is financed, installed, owned, operated, or maintained by the District or another collection agency for the purpose of transporting sewage and/or acceptable (as determined by the District) commercial/industrial process related wastewater from two or more building sewers.

1.19 Required to Pay

"Required to Pay" means required to pay to the District.

1.20 Sewer Service Connection

"Sewer Service Connection" means the District owned piping and appurtenances required to extend sewer service from a District owned or operated sewer main to the boundary line of the street, alley or other right of way fronting along the property to be provided with sewer service.

1.21 Shall

"Shall" means mandatory.

1.22 Special Sewer Frontage Charges

"Special Sewer Frontage Charges" are defined under Section 2.05(b).

1.23 Sponsor

"Sponsor" means an Applicant or Developer who is paying for or participating in the financing of a District sewer system facility installation.
SECTION 2 - ARRANGEMENT FOR SEWER SERVICE CONNECTIONS

2.01 Applications for Sewer Service Connections

All applications for the installation of Sewer Service Connections for any type of sewer service must be made by the involved Applicant completing the appropriate portions, as determined by the District, and sign the District's standard "Application For Service".

2.02 Applicant's Responsibility for Information Furnished

Each Applicant shall be fully responsible for all information he furnishes in completing said "Application For Service" and in the event any error, omission or misrepresentation contained in such Applicant furnished information results in additional Sewer Service Connection installation expense, the involved Applicant shall be required to pay for such additional costs as a prerequisite for receiving sewer service through the subject Sewer Service Connection.

2.03 Permits

Upon its appropriate completion, execution, and acceptance by the District, the "Application For Service", referred to in this Notice shall constitute the Sewer Connection Permit required by the District. The term "Discharger" shall also mean "Applicant" for the purposes of these Rules and Regulations.

2.04 Sewer Service Connection Requirements and Limitations

The following specific requirements and limitations relative to Sewer Service Connections to District owned and/or operated sewer system facilities (and sewer service therethrough) are applicable:

(a) Each home or other building development occupying a lot or parcel of land under separate ownership must be provided with sewer service through a separate Sewer Service Connection, which serves only that lot or parcel of land, arranged for and provided pursuant to these Rules and Regulations;

(b) Two or more homes or other buildings occupying the same lot or parcel of land may, upon specific written District approval and payment of appropriate rates for service to multiple units, be served through a single Sewer Service Connection or through separate individual Sewer
Service Connections;

(c) In the event a lot or parcel of land being served by a Sewer Service Connection is subdivided into separate ownerships, the existing Sewer Service Connection or Sewer Service Connections shall be considered, by the District, as being the Sewer Service Connection or Sewer Service Connections for the lot(s) or parcel(s) of land which it or they most directly front(s) or enter(s). New Sewer Service Connections and/or other collection sewer (Public Sewer Main) facilities, as determined by the District, arranged for in accord with these Rules and Regulations, must be provided for all other lots or parcels of land created by such subdivision;

(d) No Sewer Service Connection shall be used to provide sewer service to property of another owner or the property of the same owner located across a public street or alley from the property being legally served (i.e., in accordance with these Rules and Regulations); and

(e) The District reserves and shall have the unqualified right to determine the location for and limit the size (and capacity) of all Sewer Service Connections.

2.05 Prerequisite Financial Arrangements for Sewer Service Connections

Prerequisite to District approval of a requested Sewer Service Connection the involved Applicant shall make appropriate payment to the District in combined satisfaction of those of the following specified individual financial payment requirements which are applicable, as determined by the District:

(a) Sewer Service Connection Charges

(1) For requested Sewer Service Connections to be planned, furnished and installed by the District, as specified in the "Application For Service" referred to in Section 2.01 hereinabove, the Applicant shall pay the District's actual costs of so planning, furnishing and installing the subject Sewer Service Connection, which actual costs shall include the District's cost of applying for and pursuing the receipt of any required regulatory or public agency permits. The
Applicant shall, concurrently with the submission of his "Application For Service", make an initial payment to the District in an amount equal to the estimated cost of the Sewer Service Connection, which initial payment shall be subject to additional billing or refund after completion of the Sewer Service Connection and determination of the actual cost by the District. The Applicant's failure to pay any resulting billing shall be deemed by the District to be a violation of these Rules and Regulations and constitute grounds for refusal to serve (if service has not begun) or discontinuance of service (if service has begun) through the involved Sewer Service Connection; or District may chose to terminate water service upon reasonable notice in accordance with the Rules and Regulations governing the provisions of Water System Facilities and Service.

(2) For requested Sewer Service Connection to be planned, furnished and installed by the Applicant's contractor at the Applicant's expense, as specified and approved by the District in the "Application For Service" referred to in Section 2.01 hereinafore, the Applicant shall, in addition to being fully and solely responsible for all financial obligations associated with his contract with his contractor, pay to the District all permit and/or inspection fees and charges for special District services (such as making the required "core-drilled" tap on a District sewer main), if any, specified in the involved "Application For Service". In addition, the Applicant shall indemnify the District from all losses and damages which may result from the activities of the Applicant, his contractor, agent, or representative associated with the installation of the involved Sewer Service Connections to the District's sewer system facility(ies).

(b) Special Sewer Frontage Charges

The District may require an Applicant to pay applicable Special Sewer Frontage Charges, the amounts of which, if any, shall be based on one of the following provisions, as determined by the
District:

(1) Where the property to be served by the requested Sewer Service Connection fronts along a street or other right of way within which there then exists a District sewer main which has been financed by a Developer or Sponsor on a full cost (less the amount of any District financial participation) basis. The Applicant for a Sewer Service Connection shall be required to pay Special Sewer Frontage Charges (amount to 50% of the original Sponsor's actual average per foot financial participation in the cost of the involved sewer main) in the amount provided in the District's agreement with the Developer or Sponsor who originally financed the involved sewer main, on the entire frontage of his property to be served by the requested Sewer Service Connection, as determined by the District; or

(2) Where the property to be served by the requested Sewer Service Connection fronts along a future planned sewer main extension, the Applicant shall be required to finance such planned sewer main extension, subject to a reimbursement agreement.

(3) Where no District sewer main then exists in the street or other right of way (which has been designated by the District as qualifying for extension of a sewer main extension) and due to special considerations, the District has determined that a requested Sewer Service Connection to serve the property which fronts along said future planned District sewer main extension should be approved and installed on another existing District sewer main on an interim basis in lieu of requiring the immediate extension of the planned sewer main, the Applicant for a Sewer Service Connection shall be required to pay Special Sewer Frontage Charges on the entire frontage of his property fronting on the involved street or right of way wherein the future District sewer main is to be installed, as determined by the District. If appropriate, as determined by the District, the Applicant shall also be required to provide an easement, acceptable to the District, for the portion of the planned future District sewer
main which will be located within the Applicant's property, to the District, without cost to the District. The Applicant shall also bear all costs for facilities required to provide sewer service from the interim Sewer Service Connection to Applicant's property to be served and the cost of future relocation of the initially installed interim Sewer Service Connection when the District sewer main has been installed.

(c) **Sewer System and Disposal Facilities Financial Participation Charges**

Unless found to be exempt by the District, every Applicant for a Sewer Service Connection shall be required to pay appropriate Sewer System and Disposal Facilities Financial Participation Charges, as determined by the District.

(d) **Sewer Treatment Plant Capacity Financial Participation Charges**

Unless found to be exempt by the District, every Applicant for a Sewer Service Connection shall be required to pay appropriate Sewer Treatment Plant Capacity Charges, as determined by the District. In the case of the Santa Rosa Division of the District, the Sewer Treatment Plant Capacity Charges are those charges defined in Ordinance No. 89-3-1 or any superceding ordinance.

SECTION 3 - RULES AND REGULATIONS APPLICABLE FOR ALL SEWER SERVICE CONNECTIONS (Excluding Public Sewer Connections to the District's Sewer System by Other Agencies with Which the District has Interagency Agreements)

3.01 **Installation of Sewer Service Connections**

(a) Materials and equipment for all Sewer Service Connections arranged for pursuant to the provisions of Section 2.05 hereinafore, including those which are a part of sewer system facilities within a subdivision or other development covered by a special agreement by and between the District and the involved Developer or Sponsor, shall be furnished and installed, in accordance with the District's standard design criteria and specifications, by the Developer or Sponsor's
contractor, subject to District inspection, approval and acceptance, at the Developer's or Sponsor's expense as provided in the "Application For Service" and/or by special agreement referred to herein.

(b) Materials and equipment for all Sewer Service Connections arranged for pursuant to the provisions of Section 2.05 hereinabove shall be furnished by the District and installed by District personnel; and

3.02 Ownership, Maintenance and/or Repair of Sewer Service Connections

(a) Ownership

All Sewer Service Connections arranged for pursuant to the provisions of Section 2 hereinabove shall, upon completion of their installation and acceptance by the District (when constructed by any one other the District personnel), become and thereafter remain the property of the District;

(b) Maintenance and/or Repair

(1) Routine and emergency cleaning and maintenance of Sewer Service Connections which does not involve or require excavation within a dedicated, accepted and maintained (by the State of California, County of Riverside, or an incorporated city) public street or alley or private roads where the District has special easements and/or physical repair of a District owned facility shall be accomplished by the Applicant/Discharger or his duly qualified and licensed contractor or plumber at the Applicant's/Discharger's expense.

(2) Maintenance and/or repair of Sewer Service Connections requiring excavation within a dedicated, accepted and maintained (by the State of California, County or Riverside or an incorporated city) public street or alley or private roads where the District has special easements and/or physical repair of a District owned facility shall be accomplished by the District, its contractor or agent, at the Applicant's/Discharger's expense, unless the District determines that
the involved stoppage clearance or facility repair was necessitated by the use of faulty material or construction procedures (which the District should have caused to be corrected) at the time the involved Sewer Service Connection was installed.

3.03 Responsibilities for Making Connections to District Sewer Service Connections

Each Sewer Service Connection terminates at the Applicant's end, as far as District ownership is concerned, at the property line of the involved public street, alley or District right of way. Each Applicant (Discharger) shall be responsible for furnishing, installing, owning, operating, maintaining and repairing all sewer facilities necessary to convey sewage from the development to be served to said terminus of the involved Sewer Service Connection at his sole expense. All such connections of privately owned sewer system facilities, sometimes herein referred to as Building Sewers, to Sewer Service Connections shall be arranged for pursuant to Section 2 hereinabove and accomplished under District inspection unless the District has specifically assigned such inspection responsibilities to another agency as a part of a written interagency agreement.

3.04 Modification and/or Relocation of Sewer Service Connections for the Convenience of Others

Any person, firm, company or agency (except where specific permits or laws provide otherwise) engaging in any activity which necessitates the relocation or modification of any Sewer Service Connection shall in advance agree, in writing, to pay for all costs incurred by the District in making the required relocation and/or modification and make such initial payment(s) as the District deems appropriate before the District will begin the involved relocation or modification work. All such required Sewer Service Connection relocations and/or modifications shall be accomplished by the District unless otherwise agreed by the District in writing.

3.05 Privately Owned Force Main Sewers and Sewage Pump Stations

Whenever possible, the Applicant's (Discharger's) privately owned sewer facilities (Building Sewers) connecting to a sewer Service Connection shall be brought to the building to be served at an elevation
below the basement floor. In all buildings which are too low in elevation to permit direct gravity sewage flow to the Sewer Service Connection and the District's street sewer main, the sewage therefrom shall be lifted by means of a sewage pump station and force main sewer, financed, constructed, owned, operated, and maintained by and at the sole expense of the involved Applicant (Discharger), and discharged into the Applicant's (Discharger's) private gravity sewer (Building Sewer) facilities leading to the Sewer Service Connection or if need be, directly to the Sewer Service Connection.

3.06 Pollutant-Free Wastewater Prohibited

No person, company or agency shall connect roof downspouts, foundation drains, areaway drains, or other sources of Pollutant-Free Wastewater including, but not limited to, surface runoff and groundwater, to a privately owned sewer (Building Sewer) facility which, in turn, is connected directly or indirectly (through another agency's sewer system) to a Sewer Service Connection or District sewer main.

3.07 Codes

Sewer Service Connections and the privately owned sewer system (Building Sewer) facilities connected thereto shall all conform to the requirements of applicable building and plumbing codes and current prevailing District design and construction criteria, specifications and requirements. All such facilities shall be gas and watertight as verified by proper testing. Any deviations from such codes and/or District requirements must be approved, in writing, by the District prior to installation of the involved Sewer Service Connection and/or the privately owned sewer system (Building Sewer) facilities connecting thereto (in the event the Sewer Service Connection has been previously installed).

3.08 Inspections

Following approval of an Applicant's application for a Sewer Service Connection, pursuant to the provisions of Section 2 hereinabove, the Applicant (Discharger) shall notify the District when the Sewer Service Connection and/or connections of his privately owned sewer system (Building Sewer) facilities to the Sewer Service Connection is (are) ready for inspection by the District, all in compliance with the provisions of the approved "Application For Service". Unless otherwise provided for in the approved "Application For Service",
the physical connection of the Sewer Service Connection to the District's sewer main and the testing thereof shall be accomplished by the District with the costs associated therewith being included as a part of the Sewer Service Connection charges provided for in Section 2.05 hereinabove.

1.09 Tampering With District Property

No person, other than authorized District employees or persons specifically authorized by the District in writing (such as, contractor engaged in the installation of a Sewer Service Connection pursuant to an approved "Application For Service" as provided for in Section 2 hereinabove) shall at any time or in any manner operate, repair, tamper with or otherwise disturb or interfere with any Sewer Service Connection, or any other part of the District's sewer system or other property.

Such tampering constitutes a misdemeanor criminal violation punishable by law and may result in the offender(s) being charged and prosecuted accordingly.

3.10 Safety

All excavations for a Sewer Service Connection installation, by an Applicant's contractor, pursuant to arrangements made by an Applicant in accord with Section 2.05 hereinabove, shall be adequately guarded with shoring, barricades and lights so as to protect the public and involved workers from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of work shall be restored in a satisfactory manner by the Applicant (Discharger) or his contractor at the Applicant's (Discharger's) expense, as determined by the District.

SECTION 4 - ARRANGEMENTS FOR PUBLIC SEWER CONNECTIONS TO THE DISTRICT'S SEWER SYSTEM BY OTHER PUBLIC AGENCIES WITH WHICH THE DISTRICT HAS INTERAGENCY AGREEMENT

Arrangements by a public agency, with which the District has an interagency agreement under which such agency is engaging in the collection of sewage and the discharge thereof into the District's sewer system, for the connection of one of its sewer collection main facilities to a District sewer main shall be made in accord with the provisions of the involved interagency agreement and, if need be, a special connection agreement, by and between the District and the involved
agency, which spells out any applicable additional special arrangements, requirements and/or provisions.

SECTION 5 - ARRANGEMENTS FOR DISTRICT SEWER SYSTEM FACILITIES OTHER THAN SERVICE CONNECTIONS

5.01 Alternative Financial and Construction Program

(a) The District may, at its option, enter into a special written agreement with the an Applicant/Sponsor. Said agreement would permit the Applicant/Sponsor, through his duly qualified and properly licensed engineer and contractor, to plan, furnish and install, subject to District review and approval of the involved plans and specifications and inspection of construction, Offsite Sewer Main Facilities. In such instances, the Applicant/Sponsor shall be responsible for financing the entire cost of the involved Offsite Sewer Main Facilities extension, less the District's financial participation, if any, which will be paid to the Applicant/Sponsor as provided for in the above-mentioned special written agreement.

(b) Agreement and Other Documents

The financial and other arrangements for each such Offsite Sewer Main Facilities extension under this Section shall be covered by appropriate written agreements, by and between the District and the involved Applicant/Sponsor and/or other documents such as easements, which shall be prepared and furnished by the District.

(c) Service in Lieu of an Offsite Sewer Main Facilities Extension

Where requests pursuant to this Section involve Offsite Sewer Main Facilities extensions which are too short to be feasible or which are otherwise not feasible, as determined by the District, the District shall have the option of making requested sewer service available to the Applicant for such service from the closest available District sewer main rather than extending a District sewer main, upon the involved Applicant/Sponsor making appropriate payment of Basic Sewer Frontage Charges on the property for which service is requested, as determined by the District; completing arrangements for the necessary Sewer Service Connection(s); and agreeing to extend and
maintain private service facilities from the involved District Sewer Service Connection(s) to the involved property at his expense.

5.02 Onsite Sewer System Facilities Within or Immediately Adjacent to New Subdivisions or Other Developments

All arrangements for Onsite Sewer System Facilities to serve each new subdivision or other development located within a District improvement district or service area within which the District is providing sewer collection system facilities and service, shall be covered by a special written agreement, by and between the District and the involved Developer/Sponsor, which agreement, will, among other things, provide for or that:

(a) The Developer shall pay the full cost of all Onsite Sewer System Facilities, including but not limited to, new sewer mains, valves, fittings, service connections, fire hydrants, manholes, cleanouts, sewer service connections and other sewer system facilities, meeting the District's standard design criteria and specifications, required to serve the subject subdivision or other development, all as determined and approved by the District;

(b) The Developer shall pay applicable Special Sewer Frontage Charges and where existing District sewer main facilities front or traverse the subject subdivision or other development, whether or not the development within the subdivision or other development takes service directly therefrom;

(c) The Developer shall be required to finance new District sewer mains meeting District design criteria, specifications and approval in all streets lying adjacent to the subject subdivision or other development, whether or not the development within said subdivision or other development takes service directly therefrom.

(d) The Developer shall be required to finance all other Offsite District Sewer System Facilities, meeting District design criteria, specifications and approval, necessary to serve the subject subdivision or other development, as determined by the District. Such facilities shall be financed pursuant to the provisions of these Rules and Regulations.
(e) The Developer shall be required to pay appropriate Sewer System and Disposal Facilities Financial Participation Charges as set annually by the District's Board of Directors.

(f) The Developer shall be required to pay appropriate Sewer Treatment Plant Capacity Financial Participation Charges as set annually by the District's Board of Directors.

(g) The District shall receive payment of such other special charges as the District's Board of Directors may in the future establish for District-wide or local application in the area where the subject subdivision or other development is located;

(h) If the District determines that it is necessary to enlarge the size and increase the capacity (over and above the size and capacity necessary to serve the Developer's subdivision or other development) of portions of the involved Onsite Sewer System Facilities to be in accord with the District system planning for the involved service area, District may participate financially in the initial and ultimate cost of such facilities.

(i) Developer's financial participation in the cost of the involved Onsite Sewer System Facilities into potentially reimbursable and nonreimbursable categories and subcategories and formally crediting the Developer with having made payment of each respective allocated nonreimbursable and potentially reimbursable subcategory charges, shall be allocated as determined by the District.

(j) The developer shall prepare all designs, plans and specifications for all required Onsite Sewer System Facilities (and any required Offsite Sewer System Facilities) at the Developer's expense, subject to review and approval by the District at the Developer's expense.

(k) The developer shall furnish and install all Onsite Sewer System Facilities (and any required Offsite Sewer System Facilities) at the Developer's expense (including construction staking), subject to District inspection, approval and acceptance at the Developer's expense; and

(l) The developer shall make all financial and other arrangements as determined to be necessary by the
District, including, but not limited to, payment for water for facilities/plumbing testing purposes with the District.

5.03 Other Sewer System Facilities

Arrangements for sewer system facilities other than those specifically provided for in this Section and in Section 2 hereinabove, including, but not limited to temporary facilities, shall be made under special written agreements, by and between the District and the involved Applicant, Sponsor or Developer requesting or requiring such other facilities, which cover all involved financial and other arrangements, terms, conditions and details.

SECTION 6 - RULES AND REGULATIONS APPLICABLE FOR ALL TYPES OF DISTRICT SEWER SYSTEM FACILITIES (OTHER THAN SEWER SERVICE CONNECTIONS) SPECIFICALLY PROVIDED FOR HEREIN

6.01 Condition of Streets and/or Other Rights of Way Prerequisite to the Installation of District Sewer System Facilities

(a) As a prerequisite to the planning and installation of a District sewer facility (other than a Sewer Service Connection) the involved Applicant or Developer shall be required to furnish such site (location where the involved facility is to be installed) condition and planning information as the District may request;

(b) Under no condition will the District install, or approve for installation by others, sewer mains in new subdivisions, parcel map developments or other developments unless streets or other rights of ways are well defined by lot stakes, curb stakes, or visible centerline stakes properly set at the Applicant's/Developer's expense;

(c) Streets or other rights of ways in new subdivisions, parcel map developments or other developments, which are to be paved, must be graded to subgrade before the sewer mains and Sewer Service Connections and appurtenant related facilities will be installed. If, after sewer mains and Sewer Service Connections have been installed, they have to be relocated because of incorrect information as to grade of curbs, street grades, property lines, etc., furnished by the
Applicant, Developer or Sponsor or his agents, all expenses incurred by the District in making such relocations must be by the involved Applicant, Developer or Sponsor. If such relocations necessitate the cutting of paved or surfaced streets, resurfacing expenses must also be paid by the involved Applicant, Developer or Sponsor. Said expenses shall be nonreimbursable; and

(d) In developments where the streets or other rights of ways will not be paved, the streets or other rights of ways must be graded to final subgrade prior to the installation of sewer mains and appurtenance facilities.

6.02 Installation of District Sewer System Facilities

(a) Materials and equipment for all sewer system facilities, except those within or directly associated with new subdivisions or other developments arranged for under special agreement by and between the Applicant and the District, may be planned, furnished and installed either by the Applicant, Developer or Sponsor, through his duly qualified and properly licensed engineer and contractor or by the District, in accordance with the District's standard plans and specifications.

(b) Sewer system facilities for new subdivisions and/or other development, arranged for under a special agreement, by and between the Applicant, Developer or Sponsor and the District, may be planned, furnished and installed either by the Applicant, Developer or Sponsor, through his duly qualified and properly licensed engineer and contractor or by the District, in accordance with the District's standard plans and specifications.

6.03 Ownership, Maintenance and Operation of Sewer System Facilities

(a) Ownership

All sewer system facilities upon their installation and acceptance by the District, become and thereafter remain the District's property; and
(b) Maintenance

Except as provided in Section 3.02 hereinabove relative to Sewer Service Connections, all District owned system facilities shall be maintained and repaired by the District, at its expense, unless such maintenance or repair becomes necessary as a result of willful or accidental damage inflicted on such facilities by an Applicant, Customer, Developer, Sponsor or another party, as determined by the District, in which event the responsible party will be billed for the total cost of all necessary maintenance and repairs (including replacement of damaged materials and equipment). In the event a responsible party fails to promptly pay for such District expenses, the District may use all available legal means to recover such costs. Further, District may choose to terminate water service upon reasonable notice in accordance with the Rules and Regulations governing the provisions of Water System Facilities and Service.

6.04 Modification and/or Relocation of District Sewer System Facilities for the Convenience of Others

Any person, firm, company or agency (except where specific permits or laws provide otherwise) engaging in any activity which necessitates the relocation or modification of any District sewer facility, as determined by the District, shall agree, in writing, to pay for all costs incurred by the District in making the required relocation and or modification and make such initial payment as the District determines appropriate before the District will begin the involved modification or relocation work.

6.05 Tampering with District Property

No person, other than authorized District employees or persons specifically authorized by the District in writing (such as contractors engaged in the installation of District sewer system facilities) shall at any time or in any manner tamper with or otherwise disturb or interfere with any District sewer system facility or other District property.

Such tampering constitutes a misdemeanor criminal violation punishable by law and may result in the offender being charged and prosecuted accordingly.
SECTION 7 - RULES AND REGULATIONS APPLICABLE FOR SEWER SERVICE

7.01 Terms and Conditions Applicable for Sewer Service Directly Provided by the District Through District Owned and/or Operated Sewer Collection Systems

The following terms and conditions of service shall apply:

(a) All rate schedules for sewer service and related charges are set forth annually by the District's Board of Directors;

(b) All conditions of service are set forth in the service agreement ("Application For Service") and signed by each applicant;

(c) By signing an "Application For Service" the involved Applicant/Customer assumes exclusive and total responsibility and liability for charges incurred under these Rules and Regulations associated with the involved sewer service and Sewer Service Connection until such Applicant/Customer notifies the District in writing to discontinue such service;

(d) All sewer and/or combined water and sewer service bills are billed monthly. The District has established billing, collection, and disconnect policies in the Rules and Regulations adopted by the District. Failure to comply with District's policies on payment of billings for sewer service will result in the disconnection of water service, in accordance with Government Code §60373, requiring mailed and telephone or personal notice of proposed termination and procedures for investigation of disputed charges;

(e) Where the District is providing sewer collection service (but not water service) and has an agreement with the public agency or water company purveying water service providing for, among other things, the collection of the District's sewer service charges, the District shall look to such water purveying agencies and companies to enforce the collection of District sewer service charges in the same manner as provided for the District to enforce such collections, as set forth in this Section. In the event such an agency or company cannot or does not so enforce such collection of District sewer service charges and a delinquency
results, the District shall exercise all available legal means of collecting such delinquent charges, including use of Small Claims Court, other court procedures and including physical discontinuance of service;

(f) Where the District is providing sewer collection service (but not water service), has no agreement with the water purveying public agency or company and is billing for such sewer collection service only, the District shall exercise all available legal means of collecting all delinquent sewer collection service charges, including use of Small Claims Court, other court procedures and including physical discontinuance of service;

(g) In the event it becomes necessary for the District to physically discontinue sewer collection service (by disconnection or plugging methods) due to delinquency of the involved account, the involved Customer shall, in addition to being required to pay the total delinquent account plus all other applicable delinquency processing charges and penalty charges as set annually by the District’s Board of Directors, be required to pay to the District a non-reimbursable fee of $500.00 as a prerequisite to restoration (by reconnection or unplugging methods) of sewer collection service.

7.02 Terms and Conditions Applicable for Sewer Service Indirectly (through the Sewer Collection Systems of Other Sewer Service Purveying Agencies) Provided Through District Owned and/or Operated Sewer (Except Local Collection) Systems

Where sewer service is indirectly (through the sewer collection systems of other sewer service purveying agencies) being provided through District owned and/or operated sewer (except local collection) systems, the District shall look to each involved sewer purveying agency to enforce collection of District sewer service charges and all applicable District rules and regulations governing the provision of sewer system facilities and service in accord with and fulfillment of the provisions set forth in the District’s interagency agreement with each such sewer service purveying agency.
## SECTION 8 - CALCULATION OF EDU'S: FOR RESIDENTIAL, AND COMMERCIAL/INDUSTRIAL DEVELOPMENTS

### 8.01 Residential

<table>
<thead>
<tr>
<th>Category</th>
<th>Unit of Usage</th>
<th># EDU's Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residence</td>
<td>Parcel</td>
<td>1.00</td>
</tr>
<tr>
<td>Condominium</td>
<td># of Units</td>
<td>.90</td>
</tr>
<tr>
<td>Apartments</td>
<td># of Units</td>
<td>.85</td>
</tr>
<tr>
<td>Mobile Home (Db1 Wide)</td>
<td>Single Pcl</td>
<td>1.00</td>
</tr>
<tr>
<td>Mobile Home (Single Wide)</td>
<td>Single Pcl</td>
<td>.90</td>
</tr>
<tr>
<td>Mobile Home Park</td>
<td>No Spaces</td>
<td>.75</td>
</tr>
</tbody>
</table>

### 8.02 Commercial/Industrial

<table>
<thead>
<tr>
<th>Category</th>
<th>Unit of Usage</th>
<th># EDU's Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Animal Kennel/Pet Shop</td>
<td>1000 Sq.Ft.</td>
<td>.40</td>
</tr>
<tr>
<td>Auditorium</td>
<td>1000 Sq.Ft.</td>
<td>1.30</td>
</tr>
<tr>
<td>Auto Sales/Repairs</td>
<td>1000 Sq.Ft.</td>
<td>.40</td>
</tr>
<tr>
<td>Bar</td>
<td>Seat</td>
<td>.07</td>
</tr>
<tr>
<td>Beauty/Barber Shop</td>
<td>Sink</td>
<td>.25</td>
</tr>
<tr>
<td>Bowling/Skating</td>
<td>1000 Sq.Ft.</td>
<td>.80</td>
</tr>
<tr>
<td>Car Wash - Wand Type</td>
<td>1000 Sq.Ft.</td>
<td>2.65</td>
</tr>
<tr>
<td>Car Wash - Tunnel Type</td>
<td>1000 Sq.Ft.</td>
<td>14.00</td>
</tr>
<tr>
<td>Club</td>
<td>1000 Sq.Ft.</td>
<td>.50</td>
</tr>
<tr>
<td>Dentist Office</td>
<td>1000 Sq.Ft.</td>
<td>1.14</td>
</tr>
<tr>
<td>Doctor Office</td>
<td>1000 Sq.Ft.</td>
<td>1.14</td>
</tr>
<tr>
<td>Drive-In Theater</td>
<td>1000 Sq.Ft.</td>
<td>.08</td>
</tr>
<tr>
<td>Dry Cleaners - Plant</td>
<td>Employee</td>
<td>.07</td>
</tr>
<tr>
<td>with Office</td>
<td>+ Machine</td>
<td>1.62</td>
</tr>
<tr>
<td>Dry Cleaners - Office Only</td>
<td>Employee</td>
<td>.07</td>
</tr>
<tr>
<td>Dry Manufacturing</td>
<td>1000 Sq.Ft.</td>
<td>.13</td>
</tr>
<tr>
<td>Financial Institutions</td>
<td>1000 Sq.Ft.</td>
<td>.40</td>
</tr>
<tr>
<td>Golf Courses/Camp/Parks</td>
<td>1000 Sq.Ft.</td>
<td>.40</td>
</tr>
<tr>
<td>Health Spa w/Showeries</td>
<td>1000 Sq.Ft.</td>
<td>2.70</td>
</tr>
<tr>
<td>Health Spa w/o Showers</td>
<td>1000 Sq.Ft.</td>
<td>1.15</td>
</tr>
<tr>
<td>Hospitals</td>
<td>Bed</td>
<td>1.00</td>
</tr>
<tr>
<td>Hotels/Motels/Rooming Houses</td>
<td>Room</td>
<td>.50</td>
</tr>
<tr>
<td>Hotel w/Kitchenettes</td>
<td>Room</td>
<td>.65</td>
</tr>
<tr>
<td>Indoor Theater</td>
<td>1000 Sq.Ft.</td>
<td>.50</td>
</tr>
<tr>
<td>Laundromats</td>
<td>Machine</td>
<td>.75</td>
</tr>
<tr>
<td>Lumber Yards</td>
<td>1000 Sq.Ft.</td>
<td>.13</td>
</tr>
<tr>
<td>Mortuaries/Cemeteries</td>
<td>1000 Sq.Ft.</td>
<td>.70</td>
</tr>
<tr>
<td>Night Club</td>
<td>1000 Sq.Ft.</td>
<td>1.30</td>
</tr>
<tr>
<td>Nurseries/Greeneries</td>
<td>1000 Sq.Ft.</td>
<td>.10</td>
</tr>
<tr>
<td>Nursing Homes</td>
<td>Bed</td>
<td>.50</td>
</tr>
<tr>
<td>Office Building</td>
<td>1000 Sq.Ft.</td>
<td>.75</td>
</tr>
<tr>
<td>Open Storage</td>
<td>1000 Sq.Ft.</td>
<td>.13</td>
</tr>
</tbody>
</table>
Commercial/Industrial, Cont'd.

<table>
<thead>
<tr>
<th>Category</th>
<th>Unit of Usage</th>
<th># EDU's Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Building</td>
<td>1000 Sq.Ft.</td>
<td>1.14</td>
</tr>
<tr>
<td>RV Camp w/Sewer Hookups</td>
<td>Site</td>
<td>.50</td>
</tr>
<tr>
<td>Campsite (Developed)</td>
<td>Site</td>
<td>.25</td>
</tr>
<tr>
<td>Restaurant</td>
<td>Seat</td>
<td>.17</td>
</tr>
<tr>
<td>Service Shop</td>
<td>1000 Sq.Ft.</td>
<td>.40</td>
</tr>
<tr>
<td>Service Stations</td>
<td>1000 Sq.Ft.</td>
<td>.40</td>
</tr>
<tr>
<td>Shopping Center</td>
<td>1000 Sq.Ft.</td>
<td>1.65</td>
</tr>
<tr>
<td>Special Events Center</td>
<td>Attendance</td>
<td>.04</td>
</tr>
<tr>
<td>Stores</td>
<td>1000 Sq.Ft.</td>
<td>.40</td>
</tr>
<tr>
<td>Supermarket</td>
<td>1000 Sq.Ft.</td>
<td>1.00</td>
</tr>
<tr>
<td>Veterinarian</td>
<td>1000 Sq.Ft.</td>
<td>1.14</td>
</tr>
<tr>
<td>Warehousing</td>
<td>1000 Sq.Ft.</td>
<td>.13</td>
</tr>
<tr>
<td>Wholesale Outlets</td>
<td>1000 Sq.Ft.</td>
<td>.40</td>
</tr>
</tbody>
</table>

8.03 Institutional

<table>
<thead>
<tr>
<th>Category</th>
<th>Unit of Usage</th>
<th># EDU's Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Churches</td>
<td>1000 Sq.Ft.</td>
<td>.20</td>
</tr>
<tr>
<td>Pre-Schools</td>
<td>Student</td>
<td>.04</td>
</tr>
<tr>
<td>Schools: No cafeteria /No showers</td>
<td>Student</td>
<td>.04</td>
</tr>
<tr>
<td>Schools: Cafeteria/No showers</td>
<td>Student</td>
<td>.07</td>
</tr>
<tr>
<td>Schools: Cafeteria/Shower</td>
<td>Student</td>
<td>.10</td>
</tr>
</tbody>
</table>

8.04 Other

Unidentified commercial/industrial uses which do not fit into any of the preceding categories or for which the use is unidentified shall be calculated, in general, at the rate of 1.00 EDU's per 1,000 square feet for the first 1,000 square feet and .60 EDU's for each 1,000 square feet thereafter. The District reserves the right to determine on a case by case basis the volume of wastewater discharged from any establishment, including special conditions which may exist for categories listed above. The General Manager shall be responsible for making the final determination of projected EDU's.
APPENDIX “U”

Rancho California Water District
Ordinance No. 2013-8-1
ORDINANCE NO. 2013-8-1

ORDINANCE OF THE RANCHO CALIFORNIA WATER DISTRICT ADOPTING REGULATIONS FOR WASTE DISCHARGE AND SEWER USE AND RESCINDING ORDINANCE NO. 2002-5-1

WHEREAS, the Waste Discharge Requirements imposed upon the Rancho California Water District ("District") by the Regional Water Quality Control Board requires that the District adopt an ordinance regulating the discharge of wastewater to District Water Reclamation Facility ("WRF") in accordance with all provisions of 40 CFR 403.8(f)(1).

BE IT ORDAINED by the Board of Directors of Rancho California Water District as follows:

Section 1. The regulations for waste discharge and sewer use, which are attached hereto as Exhibit 1, are hereby adopted.

Section 2. Public Hearing. The Board of Directors called a public hearing for Thursday, August 8, at 8:30 a.m. at the office of the Rancho California Water District for the purpose of receiving public comments on this Ordinance. The Board of Directors authorized and directed the District Secretary to give notice of the public hearing, and notice was given by publication in a newspaper of general circulation within the District once a week for two successive weeks commencing at least fourteen (14) days prior to the public hearing, and by giving mailed notice to each person who so requested. The District Secretary was further authorized and directed to make available for public inspection at least ten (10) days prior to the public hearing, this Ordinance adopting regulations for waste discharge and sewer use. On August 8, 2013, at the time and place set for public hearing, this Ordinance was considered and the Board of Directors heard and considered the comments of all persons appearing at the hearing and all written comments submitted prior to the time of the hearing.

Section 3. Rescind. The Board of Directors, in adopting Ordinance No. 2013-8-1 hereby rescinds Ordinance No. 2002-5-1.

Section 4. This Ordinance shall become effective thirty (30) days after its adoption.

ADOPTED, SIGNED AND APPROVED this 8th day of August, 2013.

Bennett R. Drake, President of the
Board of Directors of the
Rancho California Water District

ATTEST:

Kelli E. Garcia, Secretary of the
Board of Directors of the
Rancho California Water District
STATE OF CALIFORNIA  
) ss. 
COUNTY OF RIVERSIDE  

I, KELLI E. GARCIA, Secretary of the Board of Directors of the Rancho California Water District, do hereby certify that the foregoing Ordinance No. 2013-8-1 was duly adopted by the Board of Directors of said District at a regular meeting thereof, held on the 8th day of August 2013, and that is was so adopted by the following vote:

AYES: DIRECTORS: Corona, Drake, Herman, Hoagland, Plummer, Skumawitz, and Stewart

NOES: DIRECTORS: None

ABSENT: DIRECTORS: None

ABSTAIN: DIRECTORS: None

Kelli E. Garcia, Secretary of the Board of Directors of the Rancho California Water District

(SEAL)
STATE OF CALIFORNIA )
COUNTY OF RIVERSIDE )ss.

I, KELLI E. GARCIA, Secretary of the Board of Directors of the Rancho California Water District, do hereby certify that the above and foregoing is a full, true, and correct copy of Ordinance No. 2013-8-1 of said Board, and that the same has not been amended or repealed.

DATED: August 8, 2013

Kelli E. Garcia, Secretary of the
Board of Directors of the
Rancho California Water District

(SEAL)
REGULATIONS
FOR
WASTE DISCHARGE
AND SEWER USE

REVISIONS
TO INCORPORATE UPDATED
FEDERAL PRETREATMENT REGULATIONS
APRIL 16, 2013 VERSION
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE NO.</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ARTICLE 1 - GENERAL PROVISIONS</strong></td>
<td></td>
</tr>
<tr>
<td>1.100 Intent</td>
<td>1</td>
</tr>
<tr>
<td>1.200 Purpose</td>
<td>1</td>
</tr>
<tr>
<td>1.300 Policy</td>
<td>1</td>
</tr>
<tr>
<td>1.400 Scope</td>
<td>2</td>
</tr>
<tr>
<td>1.500 Applicability</td>
<td>2</td>
</tr>
<tr>
<td>1.600 Powers</td>
<td>3</td>
</tr>
<tr>
<td>1.700 Access</td>
<td>4</td>
</tr>
<tr>
<td>1.800 Information Required</td>
<td>5</td>
</tr>
<tr>
<td>1.900 Authority</td>
<td>7</td>
</tr>
<tr>
<td><strong>ARTICLE 2 - DEFINITIONS</strong></td>
<td></td>
</tr>
<tr>
<td>2.100 Definitions</td>
<td>8</td>
</tr>
<tr>
<td>2.101 Other Meanings</td>
<td>17</td>
</tr>
<tr>
<td><strong>ARTICLE 3 - GENERAL SEWER USE REQUIREMENTS</strong></td>
<td></td>
</tr>
<tr>
<td>3.100 Prohibited Discharge Standards</td>
<td>18</td>
</tr>
<tr>
<td>3.200 National Categorical Pretreatment Standards</td>
<td>19</td>
</tr>
<tr>
<td>3.300 Local Limits</td>
<td>20</td>
</tr>
<tr>
<td>3.400 Accidental Discharge/Slug Control Plans</td>
<td>21</td>
</tr>
<tr>
<td>3.500 Discharges of Oxygen-Demanding Wastes</td>
<td>21</td>
</tr>
<tr>
<td>3.600 Limitations on Water Softeners</td>
<td>22</td>
</tr>
<tr>
<td>3.700 Right of Revision</td>
<td>22</td>
</tr>
<tr>
<td>3.800 Dilution</td>
<td>22</td>
</tr>
<tr>
<td>3.900 Cesspool, Septic Tank and Holding Tank Wastes</td>
<td>23</td>
</tr>
<tr>
<td><strong>ARTICLE 4 - CONTROL MECHANISMS</strong></td>
<td></td>
</tr>
<tr>
<td>4.100 General Requirements</td>
<td>24</td>
</tr>
<tr>
<td>4.101 Wastewater Analysis</td>
<td>24</td>
</tr>
<tr>
<td>4.102 Control Mechanism Requirement</td>
<td>24</td>
</tr>
<tr>
<td>4.103 Issuing Control Mechanisms: Existing Connections</td>
<td>24</td>
</tr>
<tr>
<td>4.104 Issuing Control Mechanisms: New Connections</td>
<td>25</td>
</tr>
<tr>
<td>4.105 Waste Discharge Application Contents</td>
<td>25</td>
</tr>
<tr>
<td>4.106 Application Signatories and Certification</td>
<td>26</td>
</tr>
<tr>
<td>4.107 Control Mechanism Decisions</td>
<td>26</td>
</tr>
</tbody>
</table>
4.200 Control Mechanism Issuance Process 26
4.201 Control Mechanism Duration 26
4.202 Waste Discharge Permit Contents 27
4.203 Waste Discharge Permit Appeals 28
4.204 Waste Discharge Permit Modification 29
4.205 Waste Discharge Permit Transfer 30
4.206 Waste Discharge Permit Revocation 30
4.207 Waste Discharge Permit Reissuance 29
4.300 Reporting Requirements 29
4.301 Baseline Monitoring Reports 29
4.302 Compliance Schedule Progress Reports 31
4.303 Reports on Compliance with Categorical Pretreatment Standard Deadline 31
4.304 Periodic Compliance Reports 34
4.305 Reports of Changed Conditions 34
4.306 Reports of a Discharge of Hazardous Waste 35
4.307 Reports of Potential Problems 35
4.308 Reports from Unpermitted Users 36
4.309 Reports of Sampling Violations/Repeat Sampling 36
4.310 Analytical Requirements 36
4.311 Sample Collection 36
4.312 Timing 37
4.313 Record Keeping 37

**ARTICLE 5 - ENFORCEMENT**

5.100 Non-compliance Monitoring Procedures and Applicable Fees 38
5.200 Election of Enforcement Remedies 39
5.300 Notice of Violation 39
5.400 Administrative Orders 40
5.401 Consent Orders 40
5.402 Show Cause Orders 40
5.403 Compliance Orders 41
5.500 Administrative Fines 41
5.600 Emergency Suspensions 42
5.700 Termination of Discharge 43
5.800 Published Notices for Significant Noncompliance 43
5.900 Judicial Enforcement Remedies 43
5.901 Injunctive Relief 43
5.902 Civil Penalties 44
5.903 Criminal Prosecution 47
5.100 Appeals to General Manager 47
5.110 Appeals to the Board of Directors 48
5.120 Appeal of Charges and Fees 49
5.130 Payment of Charges 49
5.140 Remedies Nonexclusive 50
5.150 Collection of Delinquent Accounts 50
5.160 Recovery Costs Incurred by District 50
5.170 Financial Security/Amendments to Permit 50
5.180 Judicial Review 52

**ARTICLE 6 - SEVERABILITY**

6.100 Severability 54

**ARTICLE 7 - REPEAL**

7.100 Repeal 55

**ARTICLE 8 - EFFECTIVE DATE**

8.100 Effective Date 56
ARTICLE 1
GENERAL PROVISIONS

1.100 INTENT

A. It is the intent of this Ordinance to protect public health, District personnel, the District's wastewater collection, treatment system and the environment from waste discharges by users with the potential to detrimentally impact the beneficial use of recycled water and municipal sludge.

1.200 PURPOSE

A. The purpose of this Ordinance is to set forth:

1. Conditions and limitations on the use of the District's sewer system;

2. Specific enforcement provisions to resolve noncompliance with the District's ordinance, thereby allowing the District to:

   a. Comply with the laws, regulations, and rules imposed upon it by Regulatory Agencies;

   b. Ensure that the District's sewerage facilities and treatment processes are protected and are able to operate with the highest degree of efficiency;

   c. Protect the beneficial use of recycled water and municipal sludge; and

   d. Protect the public health and environment.

1.300 POLICY

A. This Ordinance shall be interpreted in accordance with the definitions set forth in Article 2. The provisions of this Ordinance shall apply to the direct and indirect discharge of all wastes to facilities of the District.

B. The District shall seek the cooperation of the users of the collection system to ensure compliance with this Ordinance. Reasonable approaches shall be utilized when applying applicable regulations without compromising the intent, purpose and policies of this Ordinance.
C. The District shall adopt more stringent quality requirements on wastewater discharges regulated by 40 CFR, Chapter I, Subchapter N, Parts 405-471, in the event that more stringent quality requirements are necessary to protect beneficial use of recycled water and municipal sludge.

D. The District shall encourage conservation and pollution prevention through source control strategies which reduce the amount of pollutants entering the environment, prior to recycling, pretreatment, or disposal.

E. The District shall use the revenues derived from the application of this Ordinance to defray the cost of regulating sewer usage to include, but not be limited to, administration, monitoring, permitting, reporting, and enforcement.

F. All costs and expenses incurred by the plan check and inspection procedure of the District's Engineering Division shall be paid by the applicant. Plan check and inspection fees shall be in an amount adopted in the Customer Guide-Rates and Charges (reviewed during annual budget cycle), and any amendments thereto.

G. The District shall ensure that all parties are afforded due process of law. An applicant or user shall be given written notice of rejection of an application, or violation of a control mechanism, or of any enforcement action. Such notice shall include a statement of reasons in support thereof and proposed actions to be taken, if any. Affected applicants or users shall have the right to a hearing. Decisions/determinations may be appealed as set forth in Article 5.

H. The District, at its discretion, may utilize any one, combination, or all enforcement remedies provided in Article 1.600(A)(10) in response to any violation.

1.400 SCOPE

A. The provisions of these Regulations shall apply to sewer construction, use, maintenance, discharge, deposit, or disposal of wastewater, both directly and indirectly, into and through all District collection systems and to the issuance of control mechanisms and assessment/imposition of fees, fines and penalties thereof.

1.500 APPLICABILITY

A. This "Regulations for Waste Discharge and Sewer Use" Ordinance applies to all users of the District's sewer system and specifies herein that all users of the District's sewer system are subject to regulation and enforcement.
1.600 POWERS

A. The General Manager is authorized to:

1. Issue Waste Discharge Authorizations.

2. Issue Waste Discharge Permits.

3. Require the installation and maintenance of pretreatment and/or monitoring facilities and equipment.

4. Conduct inspections of facilities, including, but not limited to, inspecting and copying records.

5. Require monitoring and reporting of discharges to the public sewer system.

6. Monitor the quality of wastewater entering the sewer system.

7. Require the development of Spill Containment Plans and reporting of accidental discharges.

8. Require the development of a Slug Control Plan (per Title 40 of the Code of Federal Regulations (40 CFR) 403.8(f)(2)(v)).

9. Deny, approve or approve with conditions, new or increased discharges or change in the quantity or characteristics of discharges, when such discharges do not meet applicable pretreatment requirements as specified in 40 CFR 403.8(f)(1)(l).

10. Take enforcement actions against those who violate or cause violation of this Ordinance or discharge permit conditions. These actions may include, but are not limited to the following:

   a. Issuing letters.
   b. Issuing Notices of Violation.
   c. Issuing Administrative Orders.
   d. Issuing Cease and Desist Orders.
   e. Initiating and conducting non-compliance meetings.
   f. Initiating and conducting administrative hearings.
   g. Petitioning the courts for injunctions or civil penalties.
   h. Signing criminal complaints.
   i. Terminating services.
   j. Requiring payment of violation charges.
   k. Revoking and/or suspending the discharge permit.
11. Delegate authority to the Division Head or Department Head of any power granted to or the carrying out of any duty imposed upon the General Manager pursuant to this Ordinance.

1.700 ACCESS

A. The District (and Regulatory Agencies when accompanied by District staff) shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this Ordinance and any individual wastewater discharge permit. Users shall allow the District ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

1. Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the District shall be permitted to enter without delay for the purposes of performing specific responsibilities.

2. The District shall have the right to set up on the user’s property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user’s operations.

3. The District may require the user to install and maintain monitoring equipment as necessary. The facility’s sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated at a frequency to be determined by the District to ensure their accuracy.

4. The location of the monitoring facility shall provide ample room in or near the monitoring facility to allow accurate sampling and preparation of samples and analysis. Whether constructed on public or private property, the monitoring facilities should be provided in accordance with the General Manager’s requirements and all applicable local construction standards and specifications. Such facilities shall be constructed and maintained in such manner so as to enable the District to perform independent monitoring activities.

5. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the General
Manager and shall not be replaced. The costs of clearing such access shall be borne by the user.

6. Unreasonable delays in allowing the District access to the user’s premises shall be a violation of this Ordinance.

1.800 INFORMATION REQUIRED

A. To provide for fair and equitable use of sewerage facilities, the District shall have the unqualified right to require a discharger to provide information necessary to insure compliance with all rules, regulations and provisions of this Ordinance.

B. All information and data on a user shall be available to the public and governmental agencies in accordance with Public Records, unless the user specifically requests and is able to demonstrate to the satisfaction of the District that the release of such information would divulge information, processes or methods which would be detrimental to the user’s competitive position. The demonstration of the need for confidentiality made by the permittee must meet the burden necessary for holding such information from the general public under applicable State and Federal law.

The District shall not limit the access of Regulatory Agencies to any information provided by the discharger.

Information concerning wastewater quality and quantity, as defined by 40 CFR 2.302 shall not be deemed confidential. Such information may include, but is not limited to:

1. Wastewater discharge peak flow rates and volume over a specified time period.

2. Physical, chemical, bacteriological, or radiological analysis of wastewaters.


4. Quantity and disposition of specific liquid, sludge, oil, solvent, or other materials.

5. Details of wastewater pretreatment facilities, their operation and maintenance.

6. Details of systems to prevent and control the losses of materials through spills to the public sewer main.
7. Detailed plumbing plans indicating all sources discharging to the on or off-site pretreatment or sewerage facilities.

8. Information on slug discharges or a slug control program, per 40 CFR 403.8(f)(2)(v).

9. Notification of discharges of a listed hazardous waste (Section 3001 of the Resource Conservation and Recovery Act (RCRA) to the sewer system per 40 CFR 403.12(p)).


11. Compliance progress reports in accordance with all provisions listed in 40 CFR 403.12(c)(d)(e).

12. Notification of potential problems, including slug loading in accordance with all provisions listed in 40 CFR 403.12(f).

13. Notification of substantial changes in volume or character of pollutants discharged in accordance with all provisions listed in 40 CFR 403.12(j).

14. Monitoring and analysis reports demonstrating continued compliance in accordance with all provisions listed in 40 CFR 403.12(g).
1.900 AUTHORITY

The District is regulated by several agencies of the United States Government and the State of California, pursuant to the provisions of Federal and State law. Federal and State Laws (including, but not limited to: 1) Federal Water Pollution Control Act, commonly known as the Clean Water Act (33 U.S.C. Section 1251 et seq); 2) California Porter Cologne Water Quality Act (California Water Code section 13000 et seq.); 3) California Health & Safety Code sections 25100 to 25250; 4) Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.); and 5) California Government Code, Sections 54739-54740) grant to the District the authority to regulate and/or prohibit, by the adoption of an ordinance, and by issuance of control mechanisms, the discharge of any waste, directly or indirectly, to the District sewerage facilities. Said authority includes the right to establish limits, conditions, and prohibitions; to establish flow rates or prohibit flows discharged to the District sewerage facilities; to require the development of compliance schedules for the installation of equipment systems and materials by all users; and to take all actions necessary to enforce its authority, whether within or outside the District boundaries, including those users that are tributary to the District or within areas for which the District has contracted to provide sewerage services.
ARTICLE 2
DEFINITIONS

2.100 DEFINITIONS

A. Unless otherwise defined herein, terms related to water quality 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 Environment Federation. The testing procedures for waste constituents and characteristics shall be as provided in 40 CFR 136 (Code of Federal Regulations; Title 40; Protection of Environment; Chapter I, Environmental Protection Agency; Part 136, Test Procedures for the Analyses of Pollutants), or as specified. Other terms not herein defined are defined as being the same as set forth in the International Conference of Building Officials, Uniform Building Code, Current Edition, or the International Association of Plumbing and Mechanical Officials, Uniform Plumbing Code, Current Edition.

B. Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Ordinance, shall have the meanings hereinafter designated.

1. Applicant shall mean any person or persons who has applied for permission to use the District’s collection system for commercial, domestic or industrial purposes.

2. Best Management Practices (BMPs) are management or operational procedures that are intended to prevent pollutants from entering the wastewater system or reaching a discharge point or draining from raw materials storage. BMPs may include a schedule of activities, required practices, prohibitions against practices, required maintenance or operational procedures, and any specific provisions required under 40 CFR 403.5(a)(1) and (b).

3. Categorical Pretreatment Standards shall mean those final regulations promulgated and adopted by USEPA (as outlined in 40 CFR 403, and 40 CFR, Chapter I, Subchapter N, 405-471) for each standard industrial classification (S.I.C.) or subcategory containing pollutant discharge limits.

4. Categorical User shall mean any industrial user whose process or processes are subject to Categorical Pretreatment Standards.
5. **Cesspool** shall mean a lined excavation in the ground which receives the discharge of a sewage drainage system, or part thereof, so designed as to retain the solids and organic matter, but permitting liquids to seep through the bottom and sides. This shall also mean Seepage Pit.

6. **Code of Federal Regulations (CFR)** shall mean the codification of the general and permanent rules published in the United States Federal Register by the Executive departments and agencies of the Federal Government to include but not limited to the Environmental Protection Agency.

7. **Collection System** shall mean the combined pipes, conduits, manholes and other structures, above and below ground, whose purpose is to convey wastewater to District RWRF.

8. **Compatible or Conventional Pollutant** shall mean a combination of BOD, Total Suspended Solids, pH, fecal coliform bacteria, plus other pollutants that the District's treatment facilities are designed to accept, treat and/or remove. Some compatible pollutants may be considered incompatible when discharged in quantities that (1) have an adverse effect on the District's collection, treatment, or disposal systems, (2) have an adverse effect on the District's ability to comply with waste discharge requirements established by USEPA or the CRWQCB, or (3) cause interference or pass through.

9. **Control Mechanism** shall mean Waste Discharge Permit, Waste Discharge Authorization or Special Agreement

10. **Department Head** shall mean that person duly designated by the General Manager to direct the Source Control Division and perform the duties as specified in this Ordinance.

11. **Discharger** shall mean any person, entity or collection agency who discharges or causes a discharge of wastewater directly or indirectly to a public sewer main. Discharger shall mean the same as User.

12. **Discharge Requirements** shall mean the requirements of Federal (as listed in 40 CFR 403), state or local public agencies having jurisdiction over the effluent discharges from District Regional Water Reclamation Facilities.

13. **District** shall mean the Rancho California Water District.
14. **Division Head** shall mean that person duly designated by the General Manager to implement the District's Source Control Program and perform the duties as specified in this Ordinance.

15. **Domestic Wastewater** shall mean the liquid and solid waterborne wastes derived from the ordinary living processes of humans of such character as to permit satisfactory disposal, without special treatment, into the public sewer or by means of a private disposal system.

16. **General Manager** shall mean the General Manager of the Rancho California Water District or his designee.

17. **Incompatible or Non-Conventional Pollutant** shall mean any pollutant which is not a compatible pollutant as defined herein.

18. **Indirect Discharger** shall mean any person, entity or collection agency who discharges or causes a discharge of wastewater to a septic tank, cesspool, chemical toilet, or private sewer system which, from time to time, is serviced by a septic tank pumper permitted by the District to discharge to District sewerage facilities.

19. **Industrial User** shall mean any discharger of non-domestic wastewater to a collection agency’s sewer main either directly, or indirectly.

20. **Industrial Wastewater** shall mean all liquid carried wastes including, but not limited to, all wastewater from any producing, manufacturing, processing, institutional, commercial, restaurant, agriculture, or other operation where the wastewater discharged contains quantities of wastes of non-human origin and excluding domestic wastewater, rainwater, groundwater, storm water, and drainage of uncontaminated water.

21. **Inspector** shall mean a person authorized by the General Manager to inspect any establishment directly or indirectly discharging or anticipating discharge to a public sewer main or RWRF.

22. **Interceptor** shall mean a device designed to provide a quiescent environment for the separation of deleterious or undesirable matter from normal wastes and permit normal sewage or liquid wastes to discharge into the public sewer main. This pretreatment is often called a trap.

23. **Interference** shall mean a discharge by a user which, alone or in conjunction with discharges by other sources, inhibits or disrupts the District’s RWRF, its treatment processes or operations, or its sludge processes, use or disposal; and which is a cause of a violation of any
requirement of the RWRF’s discharge order (including an increase in the magnitude or duration of a violation), or of the prevention of sewage sludge use or disposal in compliance with applicable Federal, State, and local regulations (per 40 CFR 403.3 (l)).

24. **Local Limits** shall mean a set of technically based discharge limits that are developed by the District to protect the public sewer collection, treatment, and discharge facilities, and to prevent sludge contamination or violation of discharge requirements. Local Limits established by the District may include numerical effluent standards or BMPs.

25. **Mass Emission Rate** shall mean the weight of material discharged to the sewer system during a given time interval. Unless otherwise specified, the mass emission rate shall mean pounds per day of particular constituent or combination of constituents.

26. **New Source** shall mean any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307c of the Act...(REF 40 CFR 403.3K Definitions)

27. **Non-domestic Wastewater** shall mean all wastewater except domestic wastewater and pollutant-free wastewater. This shall also mean industrial wastewater.

28. **Normal Working Day** shall mean the period of time during which production and/or operation is taking place.

29. **Pass through** shall mean the discharge of pollutants through the RWRF in quantities or concentrations which are a cause in whole or in part of a violation of any requirement of the RWRF’s discharge order (per 40 CFR 403.3(n)).

30. **Permittee** shall mean a person who has applied for and received permission to discharge into the District’s collection system subject to the requirements and conditions established by the District.

31. **Person** shall mean any individual, partnership, firm, association, corporation or public agency, including the State of California and the United States of America.

32. **Pollutant** shall mean any constituent or characteristic of wastewater on which a discharge limitation or prohibition may be imposed either
by the District or the regulatory agencies empowered to regulate the District.

33. **Pretreatment** shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to discharge of the wastewater into a collection agency's system. The reduction or alteration may be accomplished by physical, chemical or biological process or process changes, or by other means.

34. **Pretreatment Facility** shall mean any works or devices for the treatment or flow control of wastewater prior to discharge.

35. **Pretreatment Requirements** shall mean any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

36. **Pretreatment Standard or Standards** shall mean prohibited discharge standards, categorical pretreatment standards, and local limits, including BMPs established as categorical pretreatment standards or local limits.

37. **Priority Pollutants** shall mean the listing of the toxic pollutants causing the greatest environmental concern and requiring pretreatment prior to discharge (in 40 CFR 403 Appendix B).

38. **Public Agency** shall mean the State of California or any city, county, district, other local authority or public body within this state.

39. **Public Nuisance** shall mean anything which: (1) is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, and (2) affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal, and (3) occurs during or as a result of the treatment or disposal of wastes.

40. **Public Sewer Main** shall mean any closed conduit, excluding building sewers, which is financed, installed, owned, operated, or maintained by a collection agency for the purpose of transporting wastewater from building sewers.

42. **Regional Water Reclamation Facility (RWRF)** shall mean the District sewage treatment plant designed to serve a specific area of the District.

43. **Regulatory Agencies** shall mean those agencies having oversight of the operation of the District, including but not limited to the following:

   A. United States Environmental Protection Agency (USEPA);
   B. California Environmental Protection Agency (Cal-EPA);
   C. California State Water Resources Control Board (SWRCB);
   D. California Regional Water Quality Control Board, San Diego Region (CRWQCB);

44. **Residential User** shall mean a household which discharges only domestic wastewater from a dwelling unit.

45. **Responsible Party** shall mean:

   A. if the user is a corporation, a responsible corporate officer, that is:

      1. A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation, or

      2. The manager of one or more manufacturing, production, or operation facilities employing more than 250 persons or having gross annual sales or expenditures exceeding $25 million (in second-quarter 2001 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

   B. If the user is a partnership or sole proprietorship, a general partner or proprietor, respectively.

   C. If the user is a Federal, State, or local governmental entity, or their agents, the principal executive officer or director having responsibility for the overall operation of the discharging facility

   D. By a duly authorized representative of the individual designated in paragraph (1), (2) or (3) of this definition if:
1. The authorization is made in writing by the individual described in paragraph (1), (2) or (3);

2. The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the discharge originates, such as the position of plant manager, operator of a well, or well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and

3. The written authorization is submitted to the District.

E. If an authorization under paragraph (D) of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of paragraph (D) of this section must be submitted to the District.

46. **Sanitary Wastewater** shall mean domestic quality wastewater from other than a dwelling unit.

47. **Septic Tank** shall mean a watertight receptacle which receives the discharge from a sewer system and is designed and constructed to retain solids, digest organic matter through a period of detention, and allow the liquids to discharge for disposal.

48. **Sewerage Facilities** shall mean any and all facilities used for collecting, conveying, pumping, treating and disposing of wastewater.

49. **Significant Industrial User** shall mean:

   A. A user subject to categorical pretreatment standards; or

   B. A user that:

   1. Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the Districts collection system (excluding sanitary, noncontact cooling, and boiler blow down wastewater);

   2. Contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the RWRF; or
3. Is designated as such by the District on the basis that it has a reasonable potential for adversely affecting the RWRF's operation or for violating any pretreatment standard or requirement.

C. Upon a finding that a user meeting the criteria in Subsection (B) has no reasonable potential for adversely affecting the RWRFs operation or for violating any pretreatment standard or requirement, the District may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR 403.8 (f) (6), determine that such user should not be considered a significant industrial user.

50. Significant Non-Compliance (SNC) shall mean any user with compliance violations which meet one or more of the following criteria:

A. Chronic violations of wastewater discharge limits, defined as those in which sixty-six percent (66%) or more of all of the measurements taken during a six month (6) period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits;

B. Technical review criteria (TRC) violations, defined as those in which thirty-three percent (33%) or more of all of the measurements taken during a six month (6) period equal or exceed the product of the numeric pretreatment standard or requirement, including instantaneous limits, multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH);

C. Any other violation of a pretreatment standard (daily maximum, long-term average, instantaneous limit, or narrative standard) that the District determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of District personnel or the general public);

D. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the District's exercise of its emergency authority to halt or prevent such a discharge;

E. Failure to meet, by ninety (90) days or more after the schedule date, a compliance schedule milestone contained in a local
control mechanism or enforcement order, for starting construction, completing construction, or attaining final compliance;

F. Failure to provide required reports such as baseline monitoring reports, ninety (90) day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules within thirty (30) days of the due date;

G. Failure to accurately report non-compliance;

H. Any other violations or group of violations which the District considers to be significant.

51. Single Pass Cooling shall mean unpolluted water used for the absorption and immediate discharge of excess thermal energy to the environs prior to heat exchange and reuse.

52. Slug shall mean any discharge of a periodic or episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, at any flow or concentration which has a reasonable potential to cause interference or pass through, or in any other way violate the District's ordinances, local limits, permit conditions, or discharge requirements.

53. Spill Containment shall mean a protection system installed by the user to prohibit the accidental discharge to the sewer of incompatible pollutants.

54. Standard Industrial Classification (S.I.C.) shall mean the system of classifying industries identified in the S.I.C. Manual, issued by the Office of Management and Budget.

55. Toxic Pollutants shall mean those substances which, individually or when combined with other substances normally found in domestic sewage, result in wastes in a collection agency sewer system in concentrations or quantities which could have an adverse or harmful effect on such sewer system facilities, sewer treatment plant operations and maintenance personnel or equipment, treated sewage effluent quality, water reclamation procedures, public or private property, or which may endanger the public, local environment, or create a public nuisance.

56. User shall mean any person who discharges or causes a discharge of wastewater directly or indirectly to a public sewer. User shall mean the same as Discharger.
57. **Violation** shall mean an event or condition at a user's facility that is prohibited by Ordinance, control mechanism, or Order.

58. **Violation Charge** shall mean that charge levied against a permittee for costs incurred by the District as a result of a waste discharge violation.

59. **Waste Discharge Authorization** shall mean the revocable permission to discharge wastewater to the public sewer main subject to technically based limits on wastewater constituents and characteristics.

60. **Waste Discharge Permit (WDP)** shall mean the periodically renewable, revocable permission to discharge industrial wastewater to the public sewer main subject to technically based limits on wastewater constituents and characteristics.

61. **Waste Discharge Violation** shall mean the failure by a user to comply with this Ordinance, or any conditions or reporting requirements as contained in their control mechanism.

62. **Waste Hauler** shall mean any commercial pumper that is permitted by Riverside County Department of Health as a Non-Hazardous Liquid Waste Hauler, discharging domestic and sanitary wastewater only. This shall also mean septic tank pumper.

2.101 **OTHER MEANINGS**

Words used in this Ordinance in the singular may include the plural and the plural the singular. Use of masculine shall mean feminine and use of feminine shall mean masculine. Shall is mandatory; may is permissive or discretionary.
ARTICLE 3

GENERAL SEWER USE REQUIREMENTS

3.100 PROHIBITED DISCHARGE STANDARDS

A. General Prohibitions. No user shall introduce or cause to be introduced into the District’s collection system any pollutant or wastewater which, alone or in conjunction with other substances, causes pass through or interference. These general prohibitions apply to all users whether or not they are subject to categorical pretreatment standards or any other National, State, or local pretreatment standards or requirements.

B. Specific Prohibitions. No user shall introduce or cause to be introduced into the District’s collection system the following pollutants, substances, or wastewater:

1. Pollutants which create a fire or explosive hazard in the District’s RWRF or collection system, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140°F (60°C) using the test methods specified in 40 CFR 261.21;

2. Wastewater having a pH less than 5.0 or more than 10.5, or otherwise causing corrosive structural damage to the District’s RWRF or collection system or equipment;

3. Solid or viscous substances in amounts which will cause obstruction of the flow in the District’s RWRF or collection system resulting in interference but in no case solids greater than 3/8 inches in any dimension;

4. Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the District’s RWRF or collection system;

5. Wastewater having a temperature greater than 140°F (60°C), or which will inhibit biological activity in the RWRF resulting in interference, but in no case wastewater which causes the temperature at the introduction into the RWRF to exceed 104°F (40°C);

6. Petroleum oil, grease, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;
7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the District's RWRF or collection system in a quantity that may cause acute worker health and safety problems;

8. Trucked or hauled pollutants, except at discharge points designated by the General Manager;

9. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;

10. Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the RWRF's effluent;

11. Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations;

12. Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, noncontact cooling water, and unpolluted wastewater, unless specifically authorized by the General Manager;

13. Sludges, screenings, or other residues from the pretreatment of industrial wastes;

14. Detergents, surface-active agents, or other substances which may cause excessive foaming in the District's RWRF or collection system;

15. Wastewater required to be manifested under RCRA, unless specifically authorized by the General Manager.


C. Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the District's collection system.

3.200 NATIONAL CATEGORICAL PRETREATMENT STANDARDS

A. The categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471 are hereby incorporated.
Exhibit 1

B. Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the General Manager may impose equivalent concentration or mass limits in accordance with 40 CFR 403.6(c).

C. BMPs required by a USEPA categorical pretreatment standard shall be included among the numerical effluent limits established by the District in the categorical user's Control Mechanism.

D. When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the General Manager shall impose an alternate limit using the combined waste stream formula in 40 CFR 403.6(e).

E. A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by USEPA when developing the categorical pretreatment standard.

F. A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15.

3.300 LOCAL LIMITS

A. No user shall discharge or cause to be introduced directly or indirectly into the District's collection system, a quantity or quality of wastewater which exceeds the Local Limits on discharges to public sewer mains established by the District. The local limits specific to the District's RWRF are set forth in Resolution No. 2013-8-10.

B. These limits apply at the point where the wastewater is discharged to the District's collection system. The General Manager may impose limitations based on concentrations of pollutants in milligrams per liter or as an amount of pollutants in pounds per day. As an alternative to (or to supplement) numerical local limits, the General Manager may impose as local limits BMPs that protect against pass-through or interference, provided that such BMPs allow for verification of compliance.

C. The District shall periodically update its local limits in accordance with requirements established by USEPA or the CRWQCB. In updating local limits, the District shall evaluate BMPs as a means of protecting wastewater treatment facilities, ensuring compliance with applicable RWRF effluent limits, and ensuring compliance with application sludge limits.
3.400 ACCIDENTAL DISCHARGE/SLUG CONTROL PLANS

The General Manager shall evaluate whether each significant industrial user needs an accidental discharge/slug discharge control plan or other action to control Slug Discharges. The General Manager may require any user to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control Slug Discharges. Alternatively, the General Manager may develop such a plan for any user. An accidental discharge/slug discharge control plan shall address, at a minimum, the following:

A. Description of discharge practices, including non-routine batch discharges;

B. Description of stored chemicals;

C. Procedures for immediately notifying the General Manager of any accidental or Slug Discharge, as required by Section 6.6 of this Ordinance; and

D. Procedures or BMPs to prevent adverse impact from any accidental or Slug Discharge. Such procedures or BMPs may include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

The District shall evaluate each significant industrial user for accidental discharge/slug discharge control plans within one year of the user being identified as significant. The District shall re-evaluate the need for an accidental discharge/slug discharge control plan for each user prior to reissuance or revision of the user's control mechanism or following notification of changed discharge conditions pursuant to 40 CFR 403.12(j) or 40 CFR 403.8(f)(2)(vi).

3.500 DISCHARGES OF OXYGEN-DEMANDING WASTES

The General Manager shall evaluate each user for impacts to RWRF treatment process that may occur as a result of the discharge of oxygen-demanding wastes. As part of this evaluation, the General Manager may require industries with the potential for discharges of wastewater containing high oxygen-demanding loads (which may include breweries, microbreweries, food processing facilities, or wine processing facilities) to submit information to the District that characterizes:

A. The concentration of biochemical oxygen demand (BOD) or chemical oxygen demand (COD) in the discharge;
B. Maximum and average anticipated discharge flows and oxygen-demanding loads;

C. Times of the year and day when maximum discharges of oxygen-demanding wastes may occur; and

D. Any facilities, operations, BMPs or other actions proposed by the discharger to mitigate impacts associated with oxygen-demanding wastes.

The General Manager shall consider site-specific and discharge-specific factors in assessing numerical or narrative BOD or COD discharge standards to be included within the user's control mechanism to ensure conformance with Prohibited Discharge Standard 3.100.B.4. Such site-specific factors may include evaluating: (1) industrial user discharge flows, oxygen-demanding loads, and discharge timing; (2) the availability and allocation of wastewater collection system assimilative capacity downstream from the user's discharge; (3) RWRF design specifications for treating oxygen-demanding waste loads; (4) potential economic impacts to the District associated with accepting the oxygen-demanding waste loads; and (5) potential facilities, operations, BMPs, or other actions proposed by the discharger to mitigate impacts associated with the discharge of oxygen-demanding wastes.

3.600 LIMITATIONS ON WATER SOFTENERS

Water softeners will be regulated in accordance with state law.

3.700 RIGHT OF REVISION

The District reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the District's RWRF or collection system.

3.800 DILUTION

No user shall ever increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The General Manager may impose such limitations on the amount, in pounds per day, of pollutants discharged by users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of such limitations is appropriate.
3.900 CESSPOOL, SEPTIC TANK and HOLDING TANK WASTES

A. Cesspool, Septic Tank and Holding Tank pumpings containing only domestic and/or sanitary wastes will be accepted only at District designated locations from holders of both a valid liquid waste hauler water discharge permit issued by the District and a valid Environmental Health Permit issued by the County of Riverside Health Services Agency Department of Environmental Health. The contents of any cesspool or septic tank may not be pumped directly into a public sewer main unless specifically approved by the District under emergency or other abnormal short duration circumstances. Wastes from Industrial process sources are prohibited and may not be hauled and discharged to the public sewer system.

B. No waste hauler discharging septic waste or sanitary waste shall discharge constituents in excess of the limits specified in the respective Waste Discharge Permit based on the limits as set forth in Resolution No. 2013-8-10.
ARTICLE 4
CONTROL MECHANISMS

4.100 GENERAL REQUIREMENTS

4.101 WASTEWATER ANALYSIS

When requested by the General Manager, a user must submit information on the nature and characteristics of its wastewater within ninety (90) days of the request. The General Manager is authorized to prepare a form for this purpose and may periodically require users to update this information.

4.102 CONTROL MECHANISM REQUIREMENT

A. No significant industrial user shall discharge wastewater into the District’s collection system without first obtaining a control mechanism, except that a significant industrial user that has filed a timely application pursuant to Section 4.103 of this Ordinance may continue to discharge for the time period specified therein.

B. The General Manager may require other users to obtain control mechanisms as necessary to carry out the purposes of this Ordinance.

C. Any violation of the terms and conditions of a control mechanism shall be deemed a violation of this Ordinance and subject the user to the sanctions set out in Article 5 of this Ordinance. Obtaining a control mechanism does not relieve the user of its obligation to comply with all Federal and State pretreatment standards or requirements or with any other requirements of Federal, State, and local law.

4.103 ISSUING CONTROL MECHANISMS: EXISTING CONNECTIONS

Any user required to obtain a control mechanism who was discharging wastewater into the District’s collection system prior to the effective date of this Ordinance and who wishes to continue such discharges in the future, shall, within ninety (90) days after said date, apply to the General Manager for a control mechanism in accordance with Section 4.105 of this Ordinance, and shall not cause or allow discharges to the District’s collection system to continue after one hundred twenty (120) days of the effective date of this Ordinance except in accordance with a control mechanism issued by the General Manager.
4.104 ISSUING CONTROL MECHANISMS: NEW CONNECTIONS

Any user required to obtain a control mechanism who proposes to begin or recommence discharging into the Districts collection system must apply for such control mechanism prior to the beginning or recommencing of such discharge. An application for this control mechanism, in accordance with Section 4.105 of this Ordinance, must be filed at least sixty (60) days prior to the date upon which any discharge will begin or commence.

4.105 WASTE DISCHARGE APPLICATION CONTENTS

All users required to obtain a control mechanism must submit a Waste Discharge Application. The General Manager may require all users to submit as part of an application the following information:

A. All information required in Section 4.301 (B) of this Ordinance;

B. Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are or could accidentally or intentionally be discharged to the District's collection system;

C. Number and type of employees, hours of operation, and proposed or actual hours of operation;

D. Each product produced by type, amount, process or processes, and rate of production;

E. Type and amount of raw materials processed (average and maximum per day);

F. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;

G. Time and duration of discharges; and

H. Any other information as may be deemed necessary by the General Manager to evaluate the Waste Discharge Application, including projected discharge water quality concentrations or mass loads.

Incomplete or inaccurate applications will not be processed and will be returned to the user for revision.
4.106 APPLICATION SIGNATORIES AND CERTIFICATION

All Waste Discharge Applications and user reports must be signed by an authorized representative of the user and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

4.107 CONTROL MECHANISM DECISIONS

The General Manager will evaluate the data furnished by the user and may require additional information. Within thirty (30) days of receipt of a complete Waste Discharge Application, the General Manager will determine whether or not to issue a control mechanism. The General Manager may deny any application for a control mechanism.

4.200 CONTROL MECHANISM ISSUANCE PROCESS

4.201 CONTROL MECHANISM DURATION

A. A Waste Discharge Permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit. A Waste Discharge Permit may be issued for a period less than five (5) years, at the discretion of the General Manager. Each Waste Discharge Permit will indicate a specific date upon which it will expire.

B. A Waste Discharge Authorization shall be issued for an indefinite time period, subject to review and reconsideration at the discretion of the General Manager.

C. A Special Agreement shall be issued for a specified time period, set forth in the terms of the Special Agreement.
4.202 WASTE DISCHARGE PERMIT CONTENTS

A. Waste Discharge Permit shall include such conditions as are deemed reasonably necessary by the General Manager to prevent pass through or interference, protect the quality of the water body receiving the RWRF's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the RWRF and the District's collection system.

Waste Discharge Permits must contain:

1. A statement that indicates Waste Discharge Permit duration, which in no event shall exceed five (5) years;

2. A statement that the Waste Discharge Permit is nontransferable without prior notification to the District in accordance with Section 4.205 of this Ordinance, and provisions for furnishing the new owner or operator with a copy of the existing Waste Discharge Permit;

3. Effluent limitations based on applicable pretreatment standards, including (1) numerical limits or BMPs applicable to categorical industrial users and (2) numerical local limits or enforceable BMPs established by the District as a local limits;

4. Slug control requirements or slug discharge preventative actions for Significant Industrial Uses, as deemed necessary by the General Manager;

5. Effluent concentration standards or BMPs determined by the General Manager to be required in order to ensure compliance with Prohibited Discharge Standards established in Section 3.100;

6. Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, frequency, and sample type based on Federal, State, and local law. The reporting requirements shall also include compliance information for BMPs required under USEPA categorical pretreatment standards or BMPs required under District local limits;

7. A statement of applicable civil and criminal penalties for violations of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.
B. Waste Discharge Permits may contain, but need not be limited to, the following conditions:

1. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

2. Requirements for the installation and maintenance of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the District’s collection system;

3. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or routine discharges;

4. Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the District’s collection system;

5. The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the District’s collection system;

6. Requirements for installation and maintenance of inspection and sampling facilities and equipment;

7. Concentration or mass load limits determined by the General Manager as being required to ensure compliance with Prohibited Discharge Standards established in Section 3.100.

8. A statement that compliance with the Waste Discharge Permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State pretreatment standards, including those which become effective during the term of the Waste Discharge Permit; and

9. Other conditions as deemed appropriate by the General Manager to ensure compliance with this Ordinance, and State and Federal laws, rules, and regulations.

4.203 WASTE DISCHARGE PERMIT APPEALS

Any person, including the user, may petition the General Manager to reconsider the terms of a Waste Discharge Permit within thirty (30) days of notice of its issuance.
A. Failure to submit timely petition for review shall be deemed to be a waiver of the administrative appeal.

B. In its petition, the appealing party must indicate the Waste Discharge Permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to be placed in the Waste Discharge Permit.

C. The effectiveness of the Waste Discharge Permit shall not be stayed pending the appeal.

D. If the General Manager fails to act within thirty (30) days of the filing of an appeal, a request for reconsideration shall be deemed to be a decision to deny such request. Decisions not to reconsider a Waste Discharge Permit, not to issue a Waste Discharge Permit, or not to modify a Waste Discharge Permit shall be considered final administrative actions for the purposes of judicial review.

E. Aggrieved parties seeking judicial review of the final administrative Waste Discharge Permit decision shall do so by filing a petition for writ of mandate with the Superior Court for Riverside County within ninety (90) days.

4.204 WASTE DISCHARGE PERMIT MODIFICATION

The General Manager may modify a Waste Discharge Permit for good cause including, but not limited to, the following reasons:

A. To incorporate any new or revised Federal, State, or local pretreatment standards or requirements;

B. To address significant alterations or additions to the discharger’s operation processes, or wastewater volume or character since the time of Waste Discharge Permit issuance;

C. A change in the RWRF that requires either a temporary or permanent reduction or elimination of the authorized discharge;

D. Information indicating that the permitted discharge poses a threat to the District’s collection system, District personnel or the receiving waters;

E. Violation of any terms or conditions of the Waste Discharge Permit;

F. Misrepresentation or failure to fully disclose all relevant facts in the Waste Discharge Application or in any required reporting;
G. Revision of or a grant of variance from such categorical standards pursuant to 40 CFR 403.13;

H. Correction of typographical or other errors in the Waste Discharge permit; or

I. To reflect a transfer of the facility ownership or operation to a new owner or operator.

4.205  WASTE DISCHARGE PERMIT TRANSFER

Waste Discharge Permits may be transferred to a new owner or operator only if the permittee gives at least thirty (30) days advance notice to the General Manager and the General Manager approves the Waste Discharge Permit transfer. The notice to the General Manager must include a written certification by the new owner or operator which:

A. States that the new owner and/or operator has no immediate intent to change the facility’s operations and processes;

B. Identifies the specific date on which the transfer is to occur; and

C. Acknowledges full responsibility for complying with the existing Waste Discharge Permit.

D. Failure to provide advance notice of a transfer renders the Waste Discharge Permit void as of the date of facility transfer.

4.206  WASTE DISCHARGE PERMIT REVOCATION

A. A Waste Discharge Permit may be revoked for good cause including, but not limited to the following reasons:

1. Failure to notify the General Manager of significant changes to the wastewater prior to the changed discharge;

2. Failure to provide prior notification to the General Manager of changed conditions pursuant to Section 4.305 of this Ordinance;

3. Misrepresentation or failure to fully disclose all relevant facts in the Waste Discharge Application;

4. Falsifying self-monitoring reports;

5. Tampering with monitoring equipment;
6. Refusing to allow the General Manager timely access to the facility premises and records;

7. Failure to meet effluent limitations;

8. Failure to pay fines;

9. Failure to pay sewer charges;

10. Failure to meet compliance schedules;

11. Failure to complete a wastewater survey or the Waste Discharge Application;

12. Failure to provide advance notice of the transfer of business ownership of a permitted facility; or

13. Violation of any pretreatment standard or requirement, or any terms of the Waste Discharge Permit or this Ordinance.

B. Waste Discharge Permits shall be voidable upon cessation of operations or transfer of business ownership. All Waste Discharge Permits issued to a particular user are void upon the issuance of a new Waste Discharge Permit to that user.

C. Waste Discharge permit revocation is subject to appeal as set forth in article 5.1000

4.207 WASTE DISCHARGE PERMIT REISSUANCE

A user with an expiring Waste Discharge Permit shall apply for Waste Discharge Permit reissuance by submitting a complete Waste Discharge Application (or a statement signed by the responsible party that there are no changes to the application previously submitted), in accordance with Section 4.105 of this Ordinance, a minimum of sixty (60) days prior to the expiration of the user's existing Waste Discharge Permit.

4.300 REPORTING REQUIREMENTS

4.301 BASELINE MONITORING REPORTS

A. Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6 (a)(4), whichever is later,
existing categorical users currently discharging to or scheduled to discharge to the District's collection system shall submit to the General Manager a report which contains the information listed in paragraph B, below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to the General Manager a report which contains the information listed in paragraph B, below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source shall also give estimates of its anticipated flow and quantity of pollutants to be discharged.

B. Users described above shall submit the information set forth below.

1. Identifying information. The name and address of the facility, including the name of the operator and owner.

2. Environmental Permits. A list of any environmental control permits held by or for the facility.

3. Description of Operations. A brief description of the nature, average rate of production, and standard industrial classifications of the operation(s) carried out by such user. This description should include a schematic process diagram which indicates points of discharge to the District's collection system from the regulated processes.

4. Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the District's collection system from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in 40 CFR 403.6(e).


a. The categorical pretreatment standards applicable to each regulated process.

b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the General Manager, of the regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long-term average concentrations, or mass, where required, shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in section 4.309 of this Ordinance.
c. Sampling must be performed in accordance with procedures set out in Section 4.310 of this Ordinance.

6. Certification. A statement, reviewed by the user’s authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.

7. Compliance Schedule. If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in Section 4.302 of this Ordinance.

8. Signature and Certification. All baseline monitoring reports must be signed and certified in accordance with Section 4.106 of this Ordinance.

4.302 COMPLIANCE SCHEDULE PROGRESS REPORTS

The following conditions shall apply to the compliance schedule required by section 4.301(B)(7) of this Ordinance:

A. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

B. No increment referred to above shall exceed nine (9) months;

C. The user shall submit a progress report to the General Manager no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and

D. In no event shall more than nine (9) months elapse between such progress reports to the General Manager.
4.303 REPORTS ON COMPLIANCE WITH CATEGORICAL PRETREATMENT STANDARD DEADLINE

Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the District's collection system, any user subject to such pretreatment standards and requirements shall submit to the General Manager a report containing the information described in Section 4.301(B)(4-6) of this Ordinance. For users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the user's long-term production rate. For users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. For users subject to BMPs as part of the federal categorical pretreatment standards, such reports shall include BMP compliance information required by the General Manager or required as part of federal categorical pretreatment standards. All compliance reports must be signed and certified in accordance with Section 4.106 of this Ordinance.

4.304 PERIODIC COMPLIANCE REPORTS

A. If a permitted user monitors any pollutant using the procedures prescribed in Section 4.310 of this Ordinance, the results of this monitoring shall, at a frequency determined by the General Manager but in no case less than twice per year (in June and December), be reported. The report shall indicate the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. All such reports must be signed and certified in accordance with Section 4.106 of this Ordinance.

B. All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

4.305 REPORTS OF CHANGED CONDITIONS

Each user must notify the General Manager of any planned significant changes to the user's operations or system which might alter the nature, classification from non-categorical to categorical, quality, or volume of its wastewater at least thirty (30)
days before change is made. Each user must also notify the General Manager of any planned changes which may affect the potential for slug discharge.

A. The General Manager may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a Waste Discharge Application under Section 4.105 of this Ordinance.

B. The General Manager may issue a Waste Discharge Permit under Section 4.107 of this Ordinance or modify an existing Waste Discharge Permit under Section 4.204 of this Ordinance in response to changed conditions or anticipated changed conditions.

C. For the purposes of this requirement, significant changes include, but are not limited to, flow increases of twenty percent (20%) or greater, and the discharge of any previously unreported pollutants.

4.306 REPORTS OF A DISCHARGE OF HAZARDOUS WASTE

Any industrial user shall give notice of the discharge of hazardous waste, as defined in 40 CFR Part 261, and in accordance with the pretreatment requirements in 40 CFR Part 403.12(p).

4.307 REPORTS OF POTENTIAL PROBLEMS

A. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug load, that may cause potential problems for the RWRF or the District's collection system, the user shall immediately telephone and notify the General Manager of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.

B. Within five (5) days following such discharge, the user shall, unless waived by the General Manager, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the District's collection system or RWRF, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this Ordinance.
4.308 REPORTS FROM UNPERMITTED USERS

All users not required to obtain a Waste Discharge Permit shall provide appropriate reports to the General Manager as the General Manager may require.

4.309 REPORTS OF SAMPLING VIOLATIONS/REPEAT SAMPLING

If sampling performed by a user indicates a violation, the user must notify the General Manager within twenty-four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the General Manager within thirty (30) days after becoming aware of the violation. The user is required to resample even if the District monitors at the user's facility at least once a month, or if the District samples between the user's initial sampling and when the user receives the results of this sampling.

If the District performs the sampling and analysis in lieu of requiring user to perform such sampling and analysis, the District shall perform the repeat sampling and analysis unless the District notifies the user of the violation and requires the user to conduct the repeat sampling and analysis.

4.310 ANALYTICAL REQUIREMENTS

All pollutant analyses, including sampling techniques, to be submitted as part of a waste discharge application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analysis must be performed in accordance with procedures approved by US EPA.

4.311 SAMPLE COLLECTION

A. Except as indicated in Section B, below, the user must collect wastewater samples using flow proportional composite collection techniques. In the event flow proportional sampling is infeasible, the General Manager may authorize the use of time proportional sampling or a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged and is appropriate for assessing compliance with applicable pretreatment standards. In addition, grab samples may be required to show compliance with instantaneous discharge limits.

B. Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
4.312 TIMING

Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

4.313 RECORD KEEPING

Users subject to the reporting requirements of this Ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements. Records shall be maintained in accordance with 40 CFR 403.12(o), and shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; the results of such analyses, and the results of BMP monitoring and compliance. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user or the District, or where the user has been specifically notified of a longer retention period by the General Manager. The District shall also maintain records of Discharger reports in accordance with 49 CFR 403.
ARTICLE 5
ENFORCEMENT

5.100 NON-COMPLIANCE MONITORING PROCEDURES AND APPLICABLE FEES

A. Self-Monitoring Requirements as a Result of Non-Compliance

1. If analysis of any sample obtained by the District or by a user shows noncompliance with the applicable wastewater discharge limits set forth in the Ordinance or in the permittee’s discharge permit, the District may impose self-monitoring requirements on the permittee or user.

2. A user shall perform required self-monitoring of constituents in a frequency, at the specific location, and in a manner directed by the District.

3. All analyses of self-monitoring samples shall be performed by an independent laboratory acceptable to the District and submitted to the District in a form and at a frequency determined by the District.

4. All self-monitoring costs shall be borne by the user.

5. Nothing in this section shall be deemed to limit the authority of the District to impose self-monitoring as a permit condition.

B. Noncompliance Sampling Fees

1. If analysis of any sample of a user's discharge obtained by the District shows a violation by the user of the mass emission rates or concentration limits specified in the user's discharge permit or in this Ordinance, then the user shall be subject to noncompliance sampling fees pursuant to fee schedules adopted and set forth in the Customer Guide-Rates and Charges.

2. The fees specified in subsection 5.100(B)(1) herein shall be imposed for each date on which the District conducts sampling as a result of a violation by a user.

C. Noncompliance Inspection Fees

1. Each user is subject to routine inspection. When non-compliance with any of the provisions of this Ordinance is determined, a follow-up inspection may be required. Each user shall receive one follow-up
inspection to verify compliance for each routine inspection without being subject to noncompliance inspection fees.

2. When it becomes necessary to perform additional inspections in order to determine compliance with the provisions of this Ordinance, then the user shall pay noncompliance inspection fees to the District pursuant to fee schedules adopted and set forth in the Customer Guide-Rates and Charges.

3. The fees specified in subsection 5.100(C)(2) herein shall be imposed for each date (excluding one follow-up inspection) on which the District conducts an inspection as a result of a violation by a user.

5.200 ELECTION OF ENFORCEMENT REMEDIES

The General Manager, upon finding a violation, may employ any of the remedies set forth in this article, subject to due consideration of the following:

A. The magnitude of the violation;
B. The duration of the violation;
C. The effect of the violation on RWRF compliance with CRWQCB discharge requirements;
D. The effect of the violation on the operation of the RWRF or District wastewater collection facilities;
E. The effect of the violation on District wastewater facilities, District personnel, the environment, or the public;
F. The compliance history of the user; and
G. The good faith of the user.

Enforcement of violations will generally be in accordance with the District's Enforcement Response Plan. The General Manager, however, may take additional actions against a violator when circumstances warrant. Further, the General Manager is empowered to take more than one enforcement action against any noncompliant user.

5.300 NOTICE OF VIOLATION

A. Upon finding a violation, the General Manager may issue a notice of violation. Within ten (10) working days of the delivery of this notice, the user shall respond to the Source Control Division with either an objection contesting the finding, or an explanation of the violation and a plan for the
Exhibit 1

satisfactory correction and prevention thereof, to include specific required action. Said response in no way relieves the user of liability for any violations occurring before or after the receipt of the notice of violation.

B. Upon receipt of an objection contesting a finding of violation, the Division Head will schedule a hearing within ten working days at which the user may present information supporting the objection. Within five working days of the hearing, the Division Head shall determine the validity of the objection, either rescinding the notice of violation or denying the objection, thereby requiring submission of the plan. The user may appeal the Division Head’s determination as set forth in Article 5.1000.

5.400 ADMINISTRATIVE ORDERS

Administrative Orders include, but are not limited to, Consent Orders, Show Cause Orders, Cease and Desist Orders, and Compliance Orders.

5.401 CONSENT ORDERS

The General Manager may enter into Consent Orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for noncompliance. Such documents will include specific action to be taken by the user to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to Sections 5.403 of this Ordinance and shall be judicially enforceable.

5.402 SHOW CAUSE ORDERS

A. The General Manager may order a user which has been given a notice of violation and which has failed to submit an acceptable plan of corrective action or which, having submitted such a plan, fails to follow through with execution of the plan, to appear at a hearing scheduled by the General Manager to show cause why the enforcement action proposed in the Show Cause Order should not be taken.

B. The Show Cause Order shall specify the time and place for the hearing, the proposed enforcement action, the reasons for such action, and a request that the user show why the proposed enforcement action should not be taken. The Show Cause Order shall be served personally or by registered or certified mail (return receipt requested) at least fifteen (15) days prior to the hearing. The Order may be served on any authorized representative of the
user. A show cause order shall not be a bar against, or prerequisite for, taking any other action against the user.

C. At the conclusion of the show cause hearing, the General Manager may: rescind previous enforcement action; issue an appropriate Administrative Order (Consent Order, Compliance Order, or Cease and Desist Order), including assessment of fines; initiate control mechanism revocation proceedings or termination of sewer services; or direct the remission of the file to Counsel for legal action.

5.403 COMPLIANCE ORDERS

A. When the General Manager finds a violation, he may issue an order to the user responsible for the discharge directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated.

B. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standards or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation.

C. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.

5.500 ADMINISTRATIVE FINES

A. When, subsequent to a Show Cause hearing, the General Manager finds a violation, he may fine the user in an amount not to exceed $5,000.00 per violation per day of discharge in violation of any control mechanism or order issued hereunder, or any other pretreatment standards or requirement.

B. The user may be responsible for the District's costs of preparing administrative enforcement actions, such as notices and orders.

C. Unpaid charges, fines, and penalties shall, after thirty (30) calendar days, be assessed an additional penalty of five percent (5%) of the unpaid balance, and interest shall accrue thereafter at a rate of one and one half percent (1.5%) per month. A lien against the user's property will be sought for unpaid charges, fines, and penalties.
D. Users desiring to dispute an administrative fine must file a written request for the General Manager to reconsider the fine along with full payment of the fine amount within thirty (30) days of the user’s receipt of notice of the fine. Assessment of fines may be appealed pursuant to Article 5.1000. In the event the user’s appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the user.

E. Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the user.

5.600 EMERGENCY SUSPENSIONS

A. The General Manager may immediately suspend a user’s discharge, after informal notice to the user, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons.

B. The General Manager may also immediately suspend a user’s discharge, after notice and opportunity to respond, that threatens to interfere with the operation of a Regional Water Reclamation Facility, or which presents, or may present, an endangerment to the environment.

C. 1. Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user’s failure to immediately comply voluntarily with the suspension order, the General Manager may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the District’s collection system, the District’s RWRF, the receiving stream, or endangerment to any individuals. The General Manager may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the General Manager that the period of endangerment has passed, unless the termination proceedings in Section 5.700 of this Ordinance are initiated against the user.

2. A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the General Manager prior to the date of any show cause or termination hearing under Sections 5.402 or 5.700 of this Ordinance. Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension.
5.700 TERMINATION OF DISCHARGE

In addition to the provisions in Section 4.206 of this Ordinance, any user who violates the following conditions is subject to discharge termination:

A. Violation of Waste Discharge Permit conditions;

B. Failure to accurately report the wastewater constituents and characteristics of its discharge;

C. Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;

D. Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling; or

E. Violation of the pretreatment standards in Article 3 of this Ordinance.

Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 5.402 of this Ordinance why the proposed action should not be taken. Exercise of this option by the District shall not be a bar to, or a prerequisite for, taking any other action against the user.

5.800 PUBLISHED NOTICES FOR SIGNIFICANT NONCOMPLIANCE

In accordance with Federal Regulations, the District shall annually cause to be published the names of all users in significant non-compliance. Said publication shall be made in the newspaper of the largest daily circulation published in the District's service area.

5.900 JUDICIAL ENFORCEMENT REMEDIES

In certain circumstances, judicial enforcement may be appropriate. Such remedies may include, but are not limited to, injunctive relief, civil penalties, and criminal prosecution.

5.901 INJUNCTIVE RELIEF

When the General Manager finds a violation, the District may petition the Superior Court for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the control mechanism, order, or other requirement imposed by this Ordinance on activities of the user. The
District may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation.

A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against the user.

5.902 CIVIL PENALTIES

A. Authority

All users of the District’s system and facilities are subject to administrative or judicial enforcement actions by the District, USEPA, CRWQCB, SWRCB or the County of Riverside District Attorney. Said actions may be taken pursuant to the authority and provisions of several laws, including but not limited to: (1) Federal Water Pollution Control Act, commonly known as the Clean Water Act (33 U.S.C.A. Section 1251 et seq.); (2) California Porter-Cologne Water Quality Act (California Water Code Section 13000 et seq.); (3) California Hazardous Waste Control Law (California Health & Safety Code Sections 25100 to 25250); (4) Resource Conservation and Recovery Act of 1976 (42 U.S.C.A. Section 6901 et seq.); and (5) California Government Code, Sections 54739-54740.

B. Recovery of Fines or Penalties

When the District must pay fines or penalties imposed by other regulatory or enforcement agencies based, and the District can establish said violation was the result of the discharge of any user, which discharge was in violation, as defined in this Ordinance, the District shall be entitled to recover from the user all costs and expenses, including, but not limited to, the full amount of said fines or penalties.

C. Ordinance

Pursuant to the authority of California Government Code Sections 54739-54740, any person who violates any provision of this Ordinance, any permit condition, prohibition or effluent limit, or any suspension or revocation order, shall be liable civilly for a sum not to exceed $25,000.00 per violation for each day in which such violation occurs. Pursuant to the authority of the Clean Water Act, 33 U.S.C. Section 1251 et seq., any person who violates any provision of this Ordinance, or any permit condition, prohibition, or effluent limit shall be liable civilly for a sum not to exceed $25,000.00 per violation for each day in which such violation occurs. The District shall petition the Superior Court to impose, assess, and recover such penalties, or such penalties as the District may impose, assess, and recover pursuant to Federal and/or State law.
D. Administrative Civil Penalties

1. Pursuant to the authority of California Government Code Sections 54740.5 and 54740.6, the District may issue an administrative complaint against any person who violates:
   
   a. any provision of this Ordinance;
   
   b. any permit condition, prohibition, or effluent limit; or
   
   c. any suspension or revocation order.

2. The administrative complaint shall be served by personal delivery or certified mail, and shall specify a date and time for a hearing, which will be held within sixty (60) days following service. The administrative complaint will allege the act or failure to act that constitutes the violation of the District's requirements, the provisions of law authorizing civil liability to be imposed, and the proposed civil penalty. The matter shall be heard by a hearing officer designated by the Board of Directors. The person against whom an administrative complaint has been issued may waive the right to a hearing.

3. At the hearing, the person shall have an opportunity to respond to the allegations set forth in the administrative complaint by presenting written or oral evidence.

4. After the hearing, the hearing officer shall deliver a written report to the General Manager, setting forth findings of fact, conclusions and a recommendation. Upon receipt of the written report, the General Manager shall issue his decision and order in writing within thirty (30) calendar days after the hearing. The decision and order shall be served by personal delivery or certified mail.

5. In determining the amount of civil penalties, the General Manager may take into consideration all relevant circumstances, including but not limited to the extent of harm caused by the violation, the economic benefit derived through any noncompliance, the nature and persistence of the violation, the length of time over which the violation occurs, and corrective action, if any, attempted or taken by the person involved.

6. Civil penalties may be assessed as follows:
   
   a. In an amount which shall not exceed $2,000.00 for each day for failing or refusing to furnish technical or monitoring reports;
b. In an amount which shall not exceed $3,000.00 for each day for failing or refusing to timely comply with any compliance schedules established by the District;

c. In an amount which shall not exceed $5,000.00 per violation for each day of discharge in violation of any waste discharge limit, permit condition, or requirement issued, reissued, or adopted by the District;

d. In any amount which does not exceed $10.00 per gallon for discharges in violation of any suspension, revocation, cease and desist order or other orders, or prohibition issued, reissued, or adopted by the District;

7. The General Manager's order assessing administrative civil penalties shall be final on the 31st day after it is served on the person unless an appeal and request for hearing is filed with the Board of Directors before the 31st day. Copies of the administrative order shall be served on the party served with the administrative complaint, either by personal service or by registered mail, and a copy forwarded to other persons who appeared at the hearing and requested a copy.

8. The General Manager's decision and order is subject to appeal to the Board of Directors pursuant to Section 5.1100. Any person aggrieved by a final order issued by the Board of Directors may obtain review of the order of the Board of Directors in the Superior Court, pursuant to Government Code Section 54740.6, by filing a petition for writ of mandate within 30 days following service of the Board's decision or order.

9. Payment of any order setting administrative civil penalties shall be made within thirty (30) days of the date the order becomes final. The amount of any administrative civil penalties imposed which have remained delinquent for a period of sixty (60) days shall constitute a lien against the real property of the discharger from which the discharge resulting in the imposition of the civil penalty originated. The lien shall have no effect until recorded with the county recorder. The District may record the lien for any unpaid administrative civil penalties on the 91st day following the date the order becomes final.

10. No administrative civil penalties shall be recoverable under Section 5.902(D) for any violation for which the District has recovered civil penalties through a judicial proceeding filed pursuant to Government Code Section 54740.

E. Filing a suit for civil penalties shall not be a bar to, or a prerequisite for, taking any other action against a user.
5.903 CRIMINAL PROSECUTION

A user who willfully or negligently violates any provision of this Ordinance, a control mechanism, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine not to exceed $25,000.00. Each violation and each day in which a violation occurs may constitute a new and separate violation of this Ordinance and shall be subject to the penalties contained herein.

5.100 APPEALS TO GENERAL MANAGER

A. General

Any user or applicant affected by any decision, action or determination may file with the General Manager a written request for an appeal hearing. The District must receive the request within thirty (30) days of mailing of notice of the decision, action, or determination to the user or applicant. The request for hearing shall set forth in detail all facts supporting the request.

B. Notice

The General Manager shall, within fifteen (15) days of receiving the request for appeal, designate a Hearing Officer who will hear the appeal and provide written notice to the user or applicant of the hearing date, time and place. The hearing date shall not be more than thirty (30) days from the mailing of such notice by certified mail, unless a later date is agreed to by the user or applicant. If the hearing is not held at the agreed time due to actions or inactions of the user or applicant, then the decision shall be deemed final.

C. Hearing

At the hearing, the user or applicant shall have the opportunity to present information supporting its position concerning the decision, action or determination.

D. Written Determination

After the hearing, the Hearing Officer shall deliver a written report to the General Manager setting forth findings of fact, conclusions, and a recommendation whether to uphold, modify or reverse the original decision, action or determination. Upon receipt of the written report, the General Manager shall issue his decision and order within thirty (30) calendar days of the hearing. The written decision and order of the General Manager shall be sent by certified mail. The order of the General Manager shall be final on the 16th day after it is mailed, unless a request for hearing is filed with the Board.
of Directors pursuant to Section 5.1100, no later than 5:00 p.m. on the 15th day following such mailing.

5.110 APPEALS TO THE BOARD OF DIRECTORS

A. General

1. Any user or applicant may appeal a decision, action, or determination made by the General Manager prior to the date that the General Manager’s order becomes final, by filing a written request for hearing with the Board of Directors accompanied by an appeal fee of $100.00. The request for hearing shall set forth in detail all the issues in dispute and all facts supporting the request.

2. No later than sixty (60) days after receipt of the request for hearing, the Board of Directors shall either set the matter for a hearing, or deny the request for a hearing.

3. A hearing shall be held by the Board of Directors within sixtyfive (65) days of the date the request for a hearing was granted, unless a later date is agreed to by the user or applicant and the Board of Directors. If the matter is not heard within the required time, due to actions or inactions of the user or applicant, the General Manager’s order shall be final.

B. Granting Request for Hearing

The Board of Directors shall grant all requests for an appeals hearing concerning permit suspension, revocation, or denial. Whether to grant or deny the request for a hearing on appeals of other decisions of the General Manager shall be within the sole discretion of the Board of Directors.

C. Appeal Fee Refund

The appeal fee shall be refunded if the Board of Directors denies a hearing.

D. Written Determination

1. After the hearing, the Board of Directors shall make a determination whether to uphold, modify, or reverse the decision, action, or determination made by the General Manager.

2. The Board’s decision shall be set forth in writing and shall contain findings of fact and conclusions. The written decision and order of the Board of Directors shall be sent by certified mail within 65 days after
the close of the hearing. The order of the Board of Directors shall be final upon its adoption.

5.120 APPEAL OF CHARGES AND FEES

A. Any user or applicant may request reconsideration of the imposition and collection of fees or charges, such as connection charges, sewer use charges, and waste hauler fees. Following review of such a request, the District shall notify the user or applicant by certified mail of the District’s decision on the reconsideration request within thirty (30) days of the District’s receipt of the request. Any user or applicant may file an appeal which shall be heard by the Board of Directors. The notice of appeal must be received by the District within thirty (30) days of the mailing of the District’s decision on the reconsideration request.

A. Notwithstanding the foregoing, appeals of non-compliance sampling fees shall be made pursuant to the appeal procedure set forth in Sections 5.1000 and 5.1100.

5.130 PAYMENT OF CHARGES

A. Except as otherwise provided, all fees, charges and penalties established by this Ordinance or by resolution are due and payable upon notice thereof. All such amounts are delinquent if unpaid thirty (30) days after date of invoice.

B. Any charge that becomes delinquent shall have added to it a penalty in accordance with the following:

1. 31 days after date of invoice, a basic penalty of 5% of the base invoice amount, not to exceed a maximum of $1,000.00; and

2. Interest at a rate of 1.5% per month of the sum of base invoice amount and basic penalty shall accrue from and after the 31st day after date of invoice.

C. Any invoice outstanding and unpaid after sixty (60) days shall be cause for immediate initiation of permit revocation proceedings or immediate suspension of the permit.

D. Penalties charged under this section shall not accrue to those invoices successfully appealed.
5.140 REMEDIES NONEXCLUSIVE

The remedies provided for in this Ordinance are not exclusive. The General Manager may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will be in accordance with the District's Enforcement Response Plan. However, the General Manager may take other action against any user when the circumstances warrant. Further, the General Manager is empowered to take more than one enforcement action against any noncompliant user.

5.150 COLLECTION OF DELINQUENT ACCOUNTS

Collection of delinquent accounts shall be in accordance with the District's policy resolution establishing procedures for collection of delinquent obligations owed to the District, as amended from time to time by the Board of Directors. Any such action for collection may include an application for an injunction to prevent repeated and recurring violations of this Ordinance.

5.160 RECOVERY COSTS INCURRED BY DISTRICT

In the event a user fails to comply with any of the terms and conditions of the District's Ordinance, an administrative order, a permit suspension or revocation, a Consent Order, or a permit issued hereunder, the District shall be entitled to reasonable attorney's fees and costs which may be incurred in order to enforce any of said terms and conditions with or without filing proceedings in court.

5.170 FINANCIAL SECURITY/AMENDMENTS TO PERMIT

A. Compliance Deposit

Users that have been subject to enforcement and/or collection proceedings may be required to deposit with the District an amount necessary to guarantee payment of all charges, fees, penalties, costs and expenses that may be incurred in the future, before permission is granted for further discharge to the collection system.

B. Delinquent Accounts

The District shall review and examine the user's account to determine whether previously incurred fees and charges have been paid in accordance with time requirements prescribed by this Ordinance. The District may thereafter issue an amendment to the user's control mechanism in
accordance with the provisions of Article 4 and Section 5.1700 E. of this Ordinance.

C. Bankruptcy

Every user filing any legal action in any court of competent jurisdiction, including the United States Bankruptcy Court, for purposes of discharging its financial debts or obligations or seeking court-ordered, protection from its creditors, shall, within ten (10) days of filing such action, apply for and obtain the issuance of an amendment to its control mechanism.

D. Permit Amendments

The District shall review and examine the user’s account to determine whether previously incurred fees and charges have been paid in accordance with time requirements prescribed by this Ordinance. The District may thereafter issue an amendment to the user’s permit in accordance with the provisions of Article 4 and Section 5.1700 E. of this Ordinance.

E. Security

An amendment to a control mechanism issued pursuant to Sections 5.401, 5.402, and 5.403, may be conditioned upon the user depositing financial security in an amount equal to the average total fees and charges for three (3) calendar months during the preceding year. Said deposit shall be used to guarantee payment of all fees and charges incurred for future services and facilities furnished by District and shall not be used by the District to recover outstanding fees and charges incurred prior to the user filing and receiving protection from creditors in the United States Bankruptcy Court.

F. Return of Security

In the event the user makes payment in full within the time prescribed by this Ordinance of all fees and charges incurred over a period of two (2) years following the issuance of an amendment to the control mechanism pursuant to Sections 5.1700 (B), (C), (D), the District shall either return the security deposit posted by the user or credit their account.

G. Water Supply Severance

Water service to the user may be severed for any violation. Service will only recommence, at the user’s expense, after it has satisfactorily demonstrated its ability to comply.
5.180 JUDICIAL REVIEW

A. Purpose and Effect

Pursuant to Section 1094.6 of the California Code of Civil Procedure, the District hereby enacts this part to limit to ninety (90) days following final decisions in adjudicatory administrative hearings the time within which an action can be brought to review such decisions by means of administrative mandamus.

B. Definitions

As used in this section, the following terms and words shall have the following meanings:

1. **Decision** shall mean and include adjudicatory administrative decisions that are made after hearing, or after revoking, suspending, or denying an application for a permit or a license.

2. **Complete Record** shall mean and include the transcript, if any, of the proceedings, all pleadings, all notices and orders, any proposed decision by the General Manager, the final decision, all admitted exhibits, all rejected exhibits in the possession of the District or its offices or agents, all written evidence, and any other papers in the case.

2. **Party** shall mean a person whose permit or service has been denied, suspended, or revoked.

C. Time Limit for Judicial Review

Judicial review of any decision of the District or its officer or agent may be made pursuant to Section 1094.5 of the Code of Civil Procedure only if the petition for writ of mandate is filed not later than the 90th day following the date on which the decision becomes final. If there is no provision for reconsideration in the procedures governing the proceedings or if the date is not otherwise specified, the decision is final on the date it is made. If there is provision for reconsideration, the decision is final upon the expiration of the period during which reconsideration can be sought; provided that if reconsideration is sought pursuant to such provision the decision is final for the purpose of this section on the date that reconsideration is rejected.
D. **Preparation of the Record**

The petitioner may request, in writing, the complete record of the proceedings. The record shall be prepared by the District officer or agent who made the decision and shall be delivered to the petitioner within 90 days after filing the written request. The District may recover from the petitioner its actual costs for transcribing or preparing the record.

E. **Extension**

If the petitioner files a request for the record within ten (10) days after the date the decision becomes final, the time within which a petition, pursuant to Section 1094.5 of the Code of Civil Procedure, may be filed shall be extended to not later than the 30th day following the date on which the record is either personally delivered or mailed to the petitioner or the petitioner's attorney of record, if appropriate.

F. **Notice**

In making a final decision, the District shall provide notice to the party that the time within which judicial review must be sought is governed by Section 1094.6 of the Code of Civil Procedure.

G. **Administrative Civil Penalties**

Notwithstanding the foregoing in Section 5.1700, and pursuant to Government Code Section 54740.6, judicial review of an order of the Board of Directors imposing administrative civil penalties pursuant to Section 5.902(D) may be made only if the petition for writ of mandate is filed not later than the 30th day following the day on which the order of the Board of Directors becomes final.
ARTICLE 6

SEVERABILITY

6.100 SEVERABILITY

If any provision of this Ordinance or the application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of such provision to other persons or other circumstances shall not be affected.
ARTICLE 7

REPEAL

7.100 REPEAL

The Ordinance No. 2002-5-1 is hereby repealed on the effective date hereof and all ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with the provisions of this Ordinance.
ARTICLE 8

EFFECTIVE DATE

8.100 EFFECTIVE DATE

The effective date of this Ordinance shall be September 7, 2013.