

Rubidoux Community Services District

Board of Directors

Hank Trueba Jr., President
Bernard Murphy, Vice-President
John Skerbelis
Armando Muniz
F. Forest Trowbridge

General Manager

Jeffrey D. Sims



Water Resource Management Refuse Collection Street Lights Fire / Emergency Services Weed Abatement

NOTICE AND AGENDA FOR THE RUBIDOUX COMMUNITY SERVICES DISTRICT BOARD MEETING

Thursday, February 3, 2022, at 4:00 PM

Pursuant to Paragraph 3 of Executive Order N-29-20, executed by the Governor of California on March 17, 2020 as a response to mitigating the spread of corona virus known as COVID-19:

During this regular meeting of the Rubidoux Community Services District Board of Directors, members of the public will have the choice to attend and address the Board in person or attend and address the Board via Zoom.

Note the following:

All persons including members of the public, Board Members, and staff attending the Board Meeting in-person are required to wear a face covering while inside District Facilities if they are not vaccinated against COVID-19 consistent with approved Cal/OSHA emergency temporary standards on COVID-19 infection prevention. If you do not have a face covering, one will be provided upon request.

Members of the public wanting to attend and/or address the Board may do so by:

- Using the Zoom App or website for free at: <https://zoom.us/>
 - o Once installed ahead of the meeting, you may choose your audio source as either computer speakers/microphone or telephone.
 - o If you wish to make public comments via the Zoom platform, the Board Secretary will identify you at your time to speak.
 - o Meeting ID is **870-2519-9040**.

- Calling into the meeting at any one of the following numbers:

+1 669 900 9128

+1 346 248 7799

+1 301 715 8592
+1 312 626 6799
+1 646 558 8656
+1 253 215 8782

Only one person at a time may speak by telephone and only after being recognized by the Secretary of the Board.

1. Call to Order – Hank Trueba Jr., President
2. Pledge of Allegiance
3. Roll Call
4. Approval of Minutes for the January 20, 2022 Regular Meeting
5. Consideration to Approve February 4, 2022, Salaries, Expenses and Transfers
6. Public Comment

Members of the public are encouraged to address the Board of Directors. Anyone who wishes to speak on an item not on the published agenda must submit a comment request card to the General Manager or designee. Each speaker should begin by identifying themselves for the record and is allowed up to three-minutes.

No one may give their time to a speaker during the public comment period of the meeting. It is requested that all present refrain from any action that might disrupt the orderly course of the meeting. Coarse, crude, profane, or vulgar language, or unsolicited comments from the audience, which disrupts or disturbs the Board meeting, may result in exclusion from the meeting.

The Ralph M. Brown Act, Government Code 54950, et. seq. prohibits members of the Board of Directors from taking formal action or discuss items not on the published agenda. As a result, immediate response to public comment may be limited.

7. Correspondence and Related Information
8. Manager's Report (Second Meeting each Month):
 - a) Operations Report
 - b) Emergency and Incident Report

ACTION ITEMS:

9. Consider Adopting Resolution No. 2022-884, a Resolution Rescinding Resolution No. 2019-859 and Adopting a Revised Discontinuation of Residential Water Service for Non-Payment Policy: **DM 2022-07**
10. Consider Approval of the Notice of California Environmental Quality Act Categorical Exemption for Local Agency Formation Commission Boundary Adjustments and Authorization for Staff to File it with the Appropriate Agencies: **DM 2022-08**
11. First Reading of Ordinance No. 2021-129 An Ordinance To Implement Requirements of SB 1383: **DM 2022-09**
12. Consider Pipeline Use and Maintenance Agreement: **DM 2022-10**
13. **CLOSED EXECUTIVE SESSION** – Pursuant to Government Code Section 54956.9: Baker Litigation Case No. RIC2003649.
14. Directors Comments - Non-action
15. Adjournment

Closed Session: At any time during the regular session, the Board may adjourn to a closed executive session to consider matter of litigation, personnel, negotiations, or to deliberate on decisions as allowed and pursuant with the open meetings laws. Discussion of litigation is within the Attorney/Client privilege and may be held in closed session.

Authority: Government code 11126-(a) (d) (q).

4. APPROVAL OF:
MINUTES FOR JANUARY 20, 2022, REGULAR MEETING.

MINUTES OF REGULAR MEETING
January 20, 2022
RUBIDOUX COMMUNITY SERVICES DISTRICT

DIRECTORS PRESENT: Armando Muniz
Bernard Murphy
John Skerbelis
F.Forest Trowbridge
Hank Trueba, Jr.

DIRECTORS ABSENT:

STAFF PRESENT: Jeffrey Sims, General Manager
Brian Laddusaw, Finance Director
Ted Beckwith, District Engineer
Brian Jennings, Customer Service Manager
Miguel Valdez, Operations Manager

Call to order: the meeting of the Board of Directors of the Rubidoux Community Services District by President Trueba, at 4:00 P.M., Thursday, January 20, 2022, by teleconferencing at District Office, 3590 Rubidoux Boulevard, Jurupa Valley, California.

ITEM 4. APPROVAL OF MINUTES

Approval of Minutes for January 6, 2021, Board Meeting.

Director Muniz moved, and Director Murphy seconded to approve the January 6, 2022, Regular Board Minutes as presented.

Roll call:

Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba)

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 5. Consideration to Approve the January 21, 2022, Salaries, Expenses and Transfers.

Consideration to Approve the January 21, 2021, Salaries, Expenses and Transfers.

Director Trowbridge moved, and Director Muniz seconded to Approve the January 21, 2022, Salaries, Expenses and Transfers.

Roll call:

Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba)

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 6. PUBLIC ACKNOWLEDGE OF NON-AGENDA MATTERS

There were no members of the public to address the board.

ITEM 7. CORRESPONDENCE AND RELATED INFORMATION

There was an article from the California Water News Daily regarding LADWP Raising Water Rates to Incentivize Conservation. They have increased as of the first of the year. The rates have been increased in a four-tiered pricing structure tied to a customer's water use. The rates will increase accordingly.

The next article was from The California Blueprint, regarding the Governor's takes on five of California's biggest challenges: COVID-19, climate change, homelessness, inequality, and keeping our streets safe.

ITEM 8. MANAGER'S REPORT

Operations Report:

Miguel Valdez reported on the water/wastewater report for the month of December, production was an average of 2.99 mgd per day. An average of 1.68 mg/day of wastewater flow was sent to Riverside for treatment.

Director Trueba commented that he had heard the Riverside wastewater treatment plant was having some operating difficulties and asked if anyone else had heard of same? General Manager Sims responded, "No".

Emergency and Fire Report:

General Manager reported Chief Veik informed the District he would be unable to be in attendance. The Incidents Reported for the month of December 2021 and Special District Rubidoux CSD were in line with historical years; they were less than 2020.

January 28, 2022, there will be an Interagency Council Meeting at Fire Station No. 38 at 8:30 am.

ITEM 9. Consider Design Services Proposed for Potable Water Interconnection Between Rubidoux Community Services District and West Valley Water District. DM 2022-04.

BACKGROUND

Rubidoux Community Services District (“District”) currently is reliant on local groundwater for its potable water supply. Historically the groundwater levels in the Riverside South Basin where the District pumps has been very stable. Due to the historical stability of local groundwater supply the District has only made limited investments to diversify its water supply options. Despite the availability of supply, what has become a constraint is dealing with contaminants present in the pumped groundwater.

Over the years the District has added a variety of treatment systems to its wells to enable compliance with State of California State Water Resources Control Board Division of Drinking Water (“DDW”) water quality requirements. Treatment systems added included:

<u>Treatment Type</u>	<u>Location</u>	<u>Contaminant</u>
Ion Exchange	Smith Plant	Nitrate
GAC	Smith Plant	PFAS
Ion Exchange	Thompson Plant	PFAS
Oxidation	Thompson Plant	Manganese
Blending	Well 2	Nitrate, 1,2,3-TCP

In addition to meeting DDW requirements, the District is required to comply with sewer discharge requirements of the City of Riverside (“Riverside”). The District acquired 3.055 MGD of sewer treatment rights in Riverside’s treatment plant for treatment of sewage collected within the District’s service area. Riverside operates its wastewater plant pursuant to a NPDES Permit and that permit limits the total dissolved solids (“TDS”) concentration in recycled water discharged to the river to a maximum of 650 mg/l. The District is required to discharge wastewater to Riverside with a TDS concentration at or below 650 mg/l. Currently the District’s sewage delivered to Riverside has a TDS concentration of approximately 740 mg/l, which is above the 650 mg/l requirement. The higher concentration of TDS in the District’s sewage is a function of 1) the relatively high ambient TDS level in the pumped groundwater distributed for potable water use, and 2) the use increment of TDS added by customers and discharged to the District’s sewer collection system.

Riverside is concerned about the excess TDS the District delivers and states the District is using available surplus TDS capacity created by other dischargers to Riverside’s treatment plant who have lower TDS in their potable water supply. To limit the District from increasing its TDS loading to Riverside’s treatment plant, Riverside has objected to LAFCO approving proposed annexations of new service areas to the District. An example is the Rio Vista Development, which is currently active with annexation discussions.

LAFCO has indicated it will not proceed with an annexation of the Rio Vista Project until such time the District provides a TDS Mitigation Plan acceptable to Riverside.

To reduce TDS concentration the TDS in the potable water system needs to be low enough to accommodate the added TDS by customer use, or somehow limit the amount of TDS customers add. Limiting the amount of TDS added by customers is nearly impossible. The focus should be on having a potable water supply with a low enough TDS concentration to accommodate the

historical use increment added by customers. District customers historically add approximately 200 mg/l TDS with a use. This means the District needs to have a potable water supply with an average TDS of approximately 450 mg/l to stay at or below the 650 mg/l TDS limit in sewage delivered to Riverside.

Currently the District potable supply has a TDS concentration of approximately 550 mg/l. To lower this to 450 mg/l the District can either add a reverse osmosis treatment system to remove TDS or purchase low TDS potable water in sufficient volume to use as a diluent with its groundwater. Either of these options will add expense to the District's Water and Sewer Enterprises.

From an implementation standpoint adding reverse osmosis treatment will take several years to go through planning, CEQA, design, permitting, construction, and startup. Purchasing imported water is problematic as the District would need to fund the construction of a pipeline to another agency and pay for wheeling, and the cost of supply. Since the District is within Western Municipal Water District ("Western") two options for imported water were initially discussed. One option is delivery of MWD treated water wheeled through Riverside's distribution system to a connection on the west side of the Mission Street Bridge, and the second option is moving imported water wheeled through Jurupa Community Services District distribution system to the existing Jewel Street intertie. These imported water options have significant upfront capital expense to implement and create District dependency on either Riverside or Jurupa CSD - consistency in water quality, and reliability of their distribution systems.

A third imported water supply surfaced through staff discussions with West Valley Water District ("West Valley"). West Valley is directly adjacent to the District's northerly service area boundary and has available capacity in its system to sell up to 2,000 AFY of low TDS potable water to the District. To make a physical interconnection between the District and West Valley less than 250 LF of pipeline would need to be installed along with requisite metering and pressure control valving. Although the physical solution for this option is relatively straightforward, there are complicating institutional issues.

The District is a retail agency within Western, and Western is a member agency of Metropolitan Water District ("MWD"). MWD is a State Water Project Contractor through agreement with the Department of Water Resources ("DWR") who owns the State Water Project. The State Water Project was built by DWR to move water from northern California to southern California. MWD makes State Water Project water available to agencies within its service area, including Western. The District's access to imported water is through Western.

San Bernardino Valley Municipal Water District ("San Bernardino Valley") is also a State Water Project Contractor through agreement with the DWR and has access to deliveries from the State Water Project. San Bernardino Valley makes State Water Project available to retail agencies within its service area. West Valley is a retail agency within San Bernardino Valley's service area and has access to imported water through San Bernardino Valley.

An understanding between State Water Project Contractors is to not compete between themselves for sales of State Water Project water. State Water Project Contractors are prohibited selling State Water Project water to entities outside its specific service area absent agreement by all involved parties.

Initial estimates for the District to receive imported water from Western would require

approximately \$7 million in infrastructure, plus agreements with Riverside to wheel water through their system from Western to the District. It is estimated infrastructure costs to move imported water from West Valley to the District would be approximately \$0.5 million. Given this significant cost difference, staff rekindled discussions with San Bernardino Valley and Western. It was determined that MWD and San Bernardino Valley had recently approved an agreement where State Water Project water was being transferred from San Bernardino Valley through West Valley into Inland Empire Utilities Agency who is a member agency of MWD. With this agreement as precedent setting, involved parties have prepared a very similar agreement where San Bernardino Valley through West Valley would make State Water Project water available to the District and from an accounting standpoint San Bernardino Valley and MWD have the sales against Western's allocation of State Water Project water. It is anticipated the agreement will be ready for approval by all involved agencies in March 2022.

With approval of the agreement, the District would have access to low TDS potable water (325 mg/l) to use as diluent to combine with higher TDS local groundwater. Based on current annual water demand, the District will need around 900 AFY. This would grow as demand increases in the District with new development.

Staff requested a design proposal from Krieger and Stewart for the design of the actual physical intertie between West Valley and the District. The proposal is attached hereto as Attachment 1. The proposal cost is \$61,000. This effort was not included in the approved FY 2022 Water CIP Budget. To fund this work, a budget amendment to reallocate \$65,000 from Line Item 9 of the FY 2022 Water CIP Budget – "Limonite Transmission (Design) and add a new Line Item "West Valley Intertie" is recommended. If approved, \$110,000 of budget would remain allocated for beginning the design of the Limonite Transmission Pipeline and \$65,000 would be available for the design of the West Valley Intertie.

Although the actual agreement between the District, Western, West Valley, San Bernardino Valley, and MWD is still in process, it is anticipated it will be approved in March 2022. Staff is recommending moving forward with the design of the West Valley intertie so construction of the physical intertie can be completed fall 2022. Having the physical intertie and the approved agreement between the five agencies will provide the District the ability to lower its TDS to comply with Riverside sewer discharge requirements and allow projects like Rio Vista to be annexed into the District's service area. In the remove event the five-party agreement is not approved, staff will stop work by Krieger and Stewart on the intertie design.

Director Murphy moved, and Director Trowbridge seconded to authorize the General Manager to:

1. Execute an agreement with Krieger and Stewart for design services associated with the West Valley Intertie for a cost of \$61,000.
2. Amend the FY 2022 Water CIP Budget by reducing Line Item 9, Limonite Transmission, by \$65,000 to \$110,000, and create a new Water CIP Budget Line Item 11, West Valley Intertie, in the amount of \$65,000.

Roll call:

Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba)

Noes – 0
Abstain – 0
Absent – 0

The motion was carried unanimously.

ITEM 10. Receive and File Statement of Cash Asset Schedule Report Ending December 2021. DM 2022-05.

BACKGROUND

Attached for the Board of Directors' consideration is the December 2021 Statement of Cash Asset Schedule Report for all District Fund Accounts. Our YTD interest is \$24,971.26 for District controlled accounts. With respect to District "Funds in Trust", we show \$1,059.41 which has been earned and posted. The District has a combined YTD interest earned total of \$26,041.06 as of December 31, 2021.

The District's Operating Funds (Excluding Restricted Funds and Operating Reserves), we show a balance of \$6,504,625.83 ending December 31, 2021. That's **\$1,613,421.14 LESS** than July 1, 2021, beginning balance of \$8,118,046.97.

Further, the District's Field/Admin Fund current fund balance is \$714,947.16.

Submitted for the Board of Directors consideration is the *December 2021, Statement of Cash Asset Schedule Report* for your review and acceptance this afternoon.

Director Skerbelis moved, and Director Trowbridge seconded to Receive and File the Statement of Cash for the Month of December 2021 for the Rubidoux Community Services District.

Roll call:

Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba)
Noes – 0
Abstain – 0
Absent – 0

The motion was carried unanimously.

ITEM 11. Consider Investigation of Pressure Surges at the Leland Thompson Water Treatment Facility. DM 2022-06.

BACKGROUND

The existing Leland J. Thompson Water Treatment Plant (Plant) removes manganese from raw water conveyed to the Plant from Well 1A and Well 18. The Plant was recently expanded to include an ion exchange filtration system for removal of per-and polyfluoroalkyl substances (PFAS) from Well 1A and Well 18 downstream of the manganese filtration system, as well as water from Well 8 which does not require manganese removal.

The normal Plant operating pressure within the iron and manganese filtration system and ion exchange filtration system ranges between 130 psi and 170 psi, and the maximum pressure rating of the ion exchange filtration system is 175 psi. During construction of the new ion exchange filtration system, it was observed that high pressure surges within the existing iron and manganese filtration system resulted in pressure drops down to 20 psi followed by pressure spikes of 200 psi in a matter of 10 to 15 seconds. These surges are noticed throughout the water transmission and distribution system, including upstream of the iron and manganese filtration system and at the ion exchange filtration system. These high-pressure surges caused the existing 12" diameter raw water (RW) pipeline in 34th Street to move during construction of the Well 8 RW pipeline tie-in connection causing the need to shut down the system for worker safety during the tie-in procedure. Additionally, these pressure surges are suspected to have caused water transmission pipeline ruptures in the Loring Ranch residential neighborhood on the west side of Mission Blvd., quite a distance from the Thompson Plant. The high-pressure surges may have contributed to the bursting of a high-pressure surges may have contributed to the bursting of a high-pressure relief rupture disc on one of the ion exchange filtration system vessels during commissioning of the Ion Exchange Filters. The District has spent over \$50,000 making repairs thought attributable to the pressure surges.

Each of the three existing iron and manganese filter vessel is equipped with five dual-acting pneumatically actuated (air-to-open and air-to-close) isolation valves to control the filter operation modes, including filtration, backwash, and rinse (purge) modes. Preliminary evaluation by District staff indicates that the pressure surges may have been caused by the filter vessel rinse valves closing too fast after the rinse cycle is complete.

Each iron and manganese filter are equipped with an electronic, diaphragm-type effluent rate of flow control valve to limit the maximum flow rate of each filter vessel. However, the rate of flow control valves is hydraulically always held in the full-open position to avoid the effluent of each vessel being erroneously restricted during backwash and rinse modes of operation. The District has determined the effluent rate of flow control valves can remain in the full-open position at all times since the Plant is operating substantially below its maximum rating as each filter is rated for a maximum rating as each filter is rated for a maximum flow rate of 2,500 gpm.

To investigate this surge issue and develop an appropriate solution to fix it, District Staff have asked for and received a proposal from Krieger and Stewart in the amount of \$24,000. Krieger and Stewart propose the following scope of work to assist the District in remedying the situation:

- Task 1 – Perform a Site Visit and Field Investigation
- Task 2 – Prepare a Draft Technical Memorandum
- Task 3 – Meet with District Staff to discuss the Draft Memorandum
- Task 4 – Preparation of a Final Technical Memorandum

The issue was not apparent during preparation of the approved FY 2021-22 Budget and therefore a budget amendment is necessary to authorize this work. Staff is beginning Cost Center

Accounting so the operating costs of each plant can be tracked separately. This accounting procedures is being undertaken as part of the District's overall goal to operate at the least cost and most financially efficient manner. As this was not budgeted for and Staff desires to track expenses more accurately, funds will need to be transferred from the Water Reserve fund and a new budget line item will need to be created. This budget line item is proposed to be: "Water Fund Budget, Operating Expenses, Item 50 Consulting Fees: Leland Thompson Water Treatment Plant Pressure Investigation in the amount of \$25,000.00.

Director Murphy moved, and Director Trowbridge seconded the Board of Directors consider approving and authorizing the General Manager to:

- 1. Execute an agreement with Krieger & Stewart for design services associated with the Leland Thompson Pressure Surge Investigation for a cost of \$24,500.**
- 2. Amend the FY 2021-22 Budget by moving \$25,000 from Water Fund Reserves and create in the Water Fund Operating Budget a new Line Item 50: Consulting Fees: Leland Thompson Water Treatment Plant Pressure Surge Investigation.**

Roll call:

Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba)

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 12. CLOSED EXECUTIVE SESSION. Pursuant to Government Code Section 54956.9: Baker Litigation Case No. RIC2003649.

ITEM 13. Directors Comments

Ted Beckwith responded to Director Murphy's previous question at the meeting on what's going on with LAFCO and the adjustment of the district's boundaries. He stated the annexation package had been submitted to LAFCO and they came back to us with questions we are working on answering. They were asking a few other things about whether this changes our sphere of influence. We have a few questions we need to address before they fully review the application.

Mr. Sims: Regarding the building at 5473 Mission Blvd. we received some preliminary cost estimates. The goal is to have a presentation at the February 17, 2022 Board Meeting. Staff will ask Roger Clark to go through his work with the Board to understand costs. We are still waiting for the appraisal from the County of Riverside. I would like to have a decision by the first meeting of March on what we intend to do with the building.

Regarding the wastewater reserves, I just want to remind you that on the books, the District has \$76 million of physical plant as assets. With our reserve funding right now we're only bringing in around \$300,000 per year. It seems a bit light for an aged physical plant like we have. The Board

approved hiring IB Consulting to do our cost-of-service study and many variables will go into the financial model, with the level of reserves being one of the variables. My hope is that as we progress through this year, we will have a better sense on that, and we can come back and look at some of the reserve policies and get those in front of the board for potential modifications and updating.

B. Laddusaw: There are reserve policies that are from the 1980's that for whatever reasons have not been updated over the years. There's a strong argument to be made that those are probably outdated and need to be brought to today's standards and numbers.

Trueba: Will we have a separate meeting for that, to update the reserve policies?

Sims: The goal is to have a series of workshops as we go through the cost-of-service study. It seems the appropriate approach would be to work through the Finance Committee, which is a committee of the whole board. We'll do this in a methodical, logical fashion so that it's understandable. We need to feel that we are making the right decisions. That's why we all will go through the process.

Sims: Now that we have all the PFAS treatments in place, Brian, Lee, Ted, and Jeff have been meeting over the past few months to develop a "wholesale water rate" for the purpose of selling water to JCSD. I wanted to confirm that the PFAS treatments were working appropriately. The systems have been working since September. They have been working for about one quarter of the year and it appears our operators are making sense on how everything works and its working great. We have also been working with Webb and Assoc. to build an annual system demand for the District so we understand the system demand. The goal is to understand what surplus water we can produce and treat for water sales to JCSD. We have a meeting for January 31 to meet with Chris Berch, and Ben Armel of JCSD to go over what we can do (down to the numbers). We will probably call a special meeting to go over our game plan prior to the meeting. I would like to go into the meeting with confidence we could get the principles of the deal set up so we could quickly come back to the Board and get into the business of selling water so we can mitigate some of the expenses we have incurred for all the PFAS treatment.

Director Trueba adjourned the meeting at 5:16 PM.

5. CONSIDERATION TO:

APPROVE FEBRUARY 3, 2022, SALARIES, EXPENSES AND TRANSFERS

RUBIDOUX COMMUNITY SERVICES DISTRICT
 FEBRUARY 3, 2022 (BOARD MEETING)
FUND TRANSFER AUTHORIZATION

NET PAYROLL 2/4/22	71,500.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 2/7/22	29,200.00
WIRE TRANSFER: STATE PAYROLL TAXES 2/7/22	7,500.00
WIRE TRANSFER: TO CREDIT UNION	2,500.00
WIRE TRANSFER: PERS RETIREMENT	19,155.00
WIRE TRANSFER: PERS HEALTH PREMIUMS	37,647.00
WIRE TRANSFER: PERS RETIRED HEALTH PREMIUMS AND FEES	1,483.00
WIRE TRANSFER: PERS ADJ	1,824.00
WIRE TRANSFER: SECTION 125	127.00
WIRE TRANSFER: SECTION 457 AND 401(A)	3,630.00

SICK BUYBACK 2/4/22	26,788.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 2/7/22	2,050.00
WIRE TRANSFER: STATE PAYROLL TAXES 2/7/22	295.00

CHECKING ACCOUNT TRANSFERS FOR ACCOUNTS PAYABLE:

2/4/2022 WATER FUND TO GENERAL FUND-Payables	480,775.27
WATER FUND TO GENERAL FUND-Trash	188,623.00
WATER FUND TO SEWER FUND	133,567.01
SEWER FUND TO GENERAL FUND-Payables	15,720.88
SALARIES/BENEFITS REIMB WTR FUND TO GENERAL FUND FYQ2	680,219.70
SALARIES/BENEFITS REIMB SWR FUND TO GENERAL FUND FYQ2	16,247.69
BUDGET ADMIN WATER FUND TO GENERAL FUND	75,000.00
BUDGET ADMIN SEWER FUND TO GENERAL FUND	62,500.00
BUDGET ADMIN TRASH FUND	12,500.00

INTERFUND TRANSFERS:

2/4/2022 SEWER FUND CHECKING TO LAIF SEWER OP	38,880.00
SEWER FUND CHECKING TO LAIF SEWER ML	29,120.00
SEWER FUND CHECKING TO GENERAL FUND CHECKING	-
GENERAL FUND CHECKING TO LAIF SEWER ML	-
GENERAL FUND CHECKING TO LAIF PROP TAX	636,970.66
GENERAL FUND CHECKING TO LAIF FIRE MITIGATION	50,029.34
GENERAL FUND PROP TAX TO GENERAL FUND CHECKING	-
GENERAL FUND CHECKING TO SEWER FUND CHECKING	29,120.00
GENERAL FUND CHECKING TO WATER FUND CHECKING	42,740.00
WATER FUND CHECKING TO LAIF-COP PAYBACK	31,700.00
WATER FUND CHECKING TO LAIF-W.R.	4,300.00
WATER FUND CHECKING TO GENERAL FUND CHECKING	-
LAIF WATER ML TO LAIF WATER REPLACEMENT	-
LAIF WATER ML TO LAIF WATER OPS	254,207.51
LAIF WATER OP TO WATER FUND CHECKING	954,000.00
LAIF WATER OP TO LAIF WATER ML	-
WATER FUND CHECKING TO LAIF WATER OP	200.00
WATER FUND CHECKING TO LAIF WATER ML	40,800.00

NOTES PAYABLE

<u>DESCRIPTION</u>	<u>BALANCE</u>		<u>PAYMENT</u>	<u>DUE DATE</u>
U.S. Bank Trust (1998 COP's Refunding)	1,970,000	Prin.	-	Jun-22
U.S. Bank Trust (1998 COP's Refunding)	204,255	Intr.	50,235	Jun-22
MN Plant-State Revolving Loan	3,740,066	Prin.	134,025	Jul-22
MN Plant-State Revolving Loan	630,285	Intr.	48,073	Jul-22

AP Enter Bills Edit Report

Rubidoux Community Services District (RCSACT)

Batch: AAAAPE

1/27/2022 11:44:22 AM

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Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number		Immediate GL Account	GL Account		Check #		Payment Date	Discount
GL Date					Credit Card	CC Reference #		Total Invoice
1	AIRESPRING / AIRESPRING ✓	1/16/2022 ✓	N	N				157006893 ✓
PHN CHGS						2/9/2022 ✓	1/16/2022	\$0.00
2/3/2022 ✓					N			\$506.93 ✓
2	ALADDIN / ALADDIN CLEANING SVC INC ✓	1/1/2022 ✓	N	N				RUBIDOUX 0122 ✓
JAN '22 CLNG SVC						1/30/2022 ✓	1/1/2022	\$0.00
2/3/2022 ✓					N			\$1,487.00 ✓
3	BLX / BLX GROUP, LLC ✓	12/9/2021 ✓	N	N				41742-249/120921 ✓
ARBITRAGE RPT						2/3/2022 ✓	12/9/2021	\$0.00
2/3/2022 ✓					N			\$1,500.00 ✓
4	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/14/2022 ✓	N	N				CA21145-0267 ✓
WTR ANALYSES						2/13/2022 ✓	1/14/2022	\$0.00
2/3/2022 ✓					N			\$90.00 ✓
5	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/14/2022 ✓	N	N				CA21146-0267 ✓
WTR ANALYSES						2/13/2022 ✓	1/14/2022	\$0.00
2/3/2022 ✓					N			\$150.00 ✓
6	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/18/2022 ✓	N	N				CA21216-0267 ✓
WTR ANALYSES						2/17/2022 ✓	1/18/2022	\$0.00
2/3/2022 ✓					N			\$30.00 ✓
7	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/18/2022 ✓	N	N				CA21217-0267 ✓
WTR ANALYSES						2/17/2022 ✓	1/18/2022	\$0.00
2/3/2022 ✓					N			\$75.00 ✓
8	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/18/2022 ✓	N	N				CA21218-0267 ✓
WTR ANALYSES						2/17/2022 ✓	1/18/2022	\$0.00
2/3/2022 ✓					N			\$60.00 ✓
9	BURRTEC / BURRTEC WASTE INDUSTRIES, INC. ✓	12/31/2021 ✓	N	N				N0819440839 ✓
SWR WSTE HAULING						1/30/2022 ✓	12/31/2021	\$0.00
2/3/2022 ✓					N			\$705.90 ✓
10	CARQUEST AUTO PARTS / CARQUEST AUTO PARTS ✓	1/14/2022 ✓	N	N				7456-485477 ✓
R&M TRK						2/13/2022 ✓	1/14/2022	\$0.00
2/3/2022 ✓					N			\$38.17 ✓
11	CROWN ACE HARDWARE / CROWN ACE HARDWARE ✓	1/12/2022 ✓	N	N				084512 ✓
CONCRETE						2/11/2022 ✓	1/12/2022	\$0.00
2/3/2022 ✓					N			\$34.39 ✓
12	CROWN ACE HARDWARE / CROWN ACE HARDWARE ✓	1/11/2022 ✓	N	N				084509 ✓
DRILL BIT						2/10/2022 ✓	1/11/2022	\$0.00
2/3/2022 ✓					N			\$9.69 ✓
13	EAGLE / EAGLE ROAD SVC & TIRE ✓	1/14/2022 ✓	N	N				1-185869 ✓
R&M TRK						2/13/2022 ✓	1/14/2022	\$0.00
2/3/2022 ✓					N			\$571.33 ✓
14	FERGUSON / FERGUSON WTR WRKS #1083 ✓	1/11/2022 ✓	N	N				0783926 ✓
CLAMPS						2/10/2022 ✓	1/11/2022	\$0.00
2/3/2022 ✓					N			\$378.81 ✓
15	FERGUSON / FERGUSON WTR WRKS #1083 ✓	1/11/2022 ✓	N	N				0785694 ✓
AIR VALVES						2/10/2022 ✓	1/11/2022	\$0.00
2/3/2022 ✓					N			\$757.85 ✓
16	FERGUSON / FERGUSON WTR WRKS #1083 ✓	1/11/2022 ✓	N	N				0786131 ✓
AIR VALVE						2/10/2022 ✓	1/11/2022	\$0.00
2/3/2022 ✓					N			\$848.83 ✓
17	GRAINGER / GRAINGER ✓	1/3/2022 ✓	N	N				9166272535 ✓
JACKET						2/2/2022 ✓	1/3/2022	\$0.00
2/3/2022 ✓					N			\$57.72 ✓

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GL Date					Credit Card	CC Reference #			Total Invoice
18	GRAINGER / GRAINGER ✓	1/3/2022 ✓	N	N			2/2/2022 ✓	1/3/2022	9166272543 ✓
JACKET									\$0.00
2/3/2022 ✓					N				\$96.53 ✓
19	GRAINGER / GRAINGER ✓	1/5/2022 ✓	N	N			2/4/2022 ✓	1/5/2022	9168971878 ✓
CREDIT									\$0.00
2/3/2022 ✓					N				(\$57.72) ✓
20	GRAINGER / GRAINGER ✓	1/5/2022 ✓	N	N			2/4/2022 ✓	1/5/2022	9168048503 ✓
MASKS									\$0.00
2/3/2022 ✓					N				\$13.90 ✓
21	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI ✓	1/13/2022 ✓	N	N			2/12/2022 ✓	1/13/2022	012L5740 ✓
PVC PARTS									\$0.00
2/3/2022 ✓					N				\$161.21 ✓
22	HARTFORD / HARTFORD FIRE INSURANCE CO ✓	1/10/2022 ✓	N	N			2/1/2022 ✓	1/10/2022	10398647 ✓
INSURANCE									\$0.00
2/3/2022 ✓					N				\$270.00 ✓
23	INFOSEND / INFOSEND, INC ✓	12/31/2021 ✓	N	N			1/30/2022 ✓	12/31/2021	204808.A ✓
DEC INV PRNT/MAIL									\$0.00
2/3/2022 ✓					N				\$2,170.56 ✓
24	INFOSEND / INFOSEND, INC ✓	12/31/2021 ✓	N	N			1/30/2022 ✓	12/31/2021	204808.B ✓
DEC PSTG									\$0.00
2/3/2022 ✓					N				\$2,679.19 ✓
25	INLAND WATER WORKS / INLAND WATER WORKS SL ✓	1/11/2022 ✓	N	N			2/10/2022 ✓	1/11/2022	S1052091.001 ✓
CLAMPS									\$0.00
2/3/2022 ✓					N				\$657.23 ✓
26	JENNINGS / JENNINGS, BRIAN ✓	1/18/2022 ✓	N	N			2/17/2022 ✓	1/18/2022	20220118 ✓
SUPPLIES									\$0.00
2/3/2022 ✓					N				\$74.34 ✓
27	MARTINEZ / MARTINEZ, EDUARDO ✓	1/18/2022 ✓	N	N			2/17/2022 ✓	1/18/2022	20220118 ✓
CERT / EDUC									\$0.00
2/3/2022 ✓					N				\$192.50 ✓
28	MERIT OIL / MERIT OIL COMPANY ✓	1/13/2022 ✓	N	N			1/28/2022 ✓	1/13/2022	688954 ✓
GASOLINE									\$0.00
2/3/2022 ✓					N				\$1,372.23 ✓
29	PROFUZION / PROFUZION CERTIFIED WELDING ✓	1/14/2022 ✓	N	N			2/13/2022 ✓	1/14/2022	2495 ✓
PFAS TNKS #6									\$0.00
2/3/2022 ✓					N				\$4,995.00 ✓
30	SWRCB ACCOUNTING OFFICE / SWRCB - ACCOUNTI ✓	1/5/2022 ✓	N	N			2/4/2022 ✓	1/5/2022	WD-0197153 ✓
PERMIT									\$0.00
2/3/2022 ✓					N				\$763.00 ✓
31	STEPSAVER / STEPSAVER TRANSPORTATION ✓	1/12/2022 ✓	N	N			2/11/2022 ✓	1/12/2022	CT489088 ✓
SALT									\$0.00
2/3/2022 ✓					N				\$4,807.50 ✓
32	TRANSLATING / TRANSLATING SVCS INC ✓	1/20/2022 ✓	N	N			2/19/2022 ✓	1/20/2022	28711 ✓
SPNSH TRNSLT									\$0.00
2/3/2022 ✓					N				\$65.00 ✓
33	YO FIRE / YO FIRE ✓	1/12/2022 ✓	N	N			2/11/2022 ✓	1/12/2022	2014264 ✓
TOOLS/SUPPLIES									\$0.00
2/3/2022 ✓					N				\$338.34 ✓
34	YO FIRE / YO FIRE ✓	1/13/2022 ✓	N	N			2/12/2022 ✓	1/13/2022	2014378 ✓
PARTS									\$0.00
2/3/2022 ✓					N				\$3,346.28 ✓

4,807.50

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GL Date					Credit Card	CC Reference #		Total Invoice
35	AKELA / AKELA PEST CONTROL INC ✓	1/20/2022 ✓	N	N			2/19/2022 ✓	013129866 ✓
PEST CONTRL							1/20/2022	\$0.00
2/3/2022 ✓					N			\$174.00 ✓
36	AQUA METRIC SALES / AQUA METRIC SALES COV ✓	1/24/2022 ✓	N	N			2/23/2022 ✓	INV0086496 ✓
IPERL CABLES							1/24/2022	\$0.00
2/3/2022 ✓					N			\$527.06 ✓
37	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/18/2022 ✓	N	N			2/17/2022 ✓	CA21316-0267 ✓
WTR ANALYSES							1/18/2022	\$0.00
2/3/2022 ✓					N			\$75.00 ✓
38	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/19/2022 ✓	N	N			2/18/2022 ✓	CA21389-0267 ✓
WTR ANALYSES							1/19/2022	\$0.00
2/3/2022 ✓					N			\$732.40 ✓
39	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/19/2022 ✓	N	N			2/18/2022 ✓	CA21437-0267 ✓
WTR ANALYSES							1/19/2022	\$0.00
2/3/2022 ✓					N			\$108.00 ✓
40	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/19/2022 ✓	N	N			2/18/2022 ✓	CA21438-0267 ✓
WTR ANALYSES							1/19/2022	\$0.00
2/3/2022 ✓					N			\$110.00 ✓
41	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/19/2022 ✓	N	N			2/18/2022 ✓	CA21439-0267 ✓
WTR ANALYSES							1/19/2022	\$0.00
2/3/2022 ✓					N			\$36.00 ✓
42	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/20/2022 ✓	N	N			2/19/2022 ✓	CA21465-0267 ✓
WTR ANALYSES							1/20/2022	\$0.00
2/3/2022 ✓					N			\$3,550.00 ✓
43	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/20/2022 ✓	N	N			2/19/2022 ✓	CA21523-0267 ✓
LAB FEES							1/20/2022	\$0.00
2/3/2022 ✓					N			\$111.30 ✓
44	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/20/2022 ✓	N	N			2/19/2022 ✓	CA21528-0267 ✓
WTR ANALYSES							1/20/2022	\$0.00
2/3/2022 ✓					N			\$36.00 ✓
45	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/20/2022 ✓	N	N			2/19/2022 ✓	CA21530-0267 ✓
WTR ANALYSES							1/20/2022	\$0.00
2/3/2022 ✓					N			\$129.00 ✓
46	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/20/2022 ✓	N	N			2/19/2022 ✓	CA21531-0267 ✓
WTR ANALYSES							1/20/2022	\$0.00
2/3/2022 ✓					N			\$189.00 ✓
47	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/20/2022 ✓	N	N			2/19/2022 ✓	CA21532-0267 ✓
WTR ANALYSES							1/20/2022	\$0.00
2/3/2022 ✓					N			\$187.70 ✓
48	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/20/2022 ✓	N	N			2/19/2022 ✓	CA21534-0267 ✓
LAB FEES							1/20/2022	\$0.00
2/3/2022 ✓					N			\$982.80 ✓
49	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/21/2022 ✓	N	N			2/20/2022 ✓	CA21591-267 ✓
WTR ANALYSES							1/21/2022	\$0.00
2/3/2022 ✓					N			\$110.00 ✓
50	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/21/2022 ✓	N	N			2/20/2022 ✓	CA21596-0267 ✓
WTR ANALYSES							1/21/2022	\$0.00
2/3/2022 ✓					N			\$36.00 ✓
51	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	1/24/2022 ✓	N	N			2/23/2022 ✓	CA21693-0267 ✓
WTR ANALYSES							1/24/2022	\$0.00
2/3/2022 ✓					N			\$30.00 ✓

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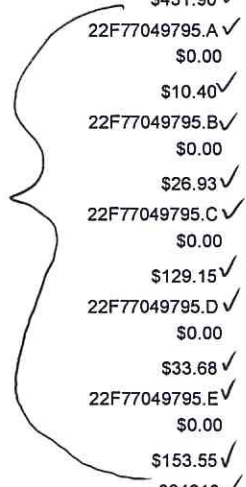
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GL Date					Credit Card	CC Reference #		Total Invoice
52	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	1/24/2022	N	N			2/23/2022	CA21694-0267
2/3/2022	WTR ANALYSES						1/24/2022	\$0.00
								\$90.00
53	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	1/24/2022	N	N			2/23/2022	CA21695-0267
2/3/2022	WTR ANALYSES						1/24/2022	\$0.00
								\$150.00
54	BPS B'S POOL SUPPLIES / B.P.S. B's POOL SUPPLIES	1/19/2022	N	N			2/18/2022	112499
2/3/2022	SODIUM HYPO						1/19/2022	\$0.00
								\$431.90
55	CHASE CARD SERVICES / CHASE CARD SERVICES	1/17/2022	N	N			2/11/2022	22F77049795.A
2/3/2022	SUPPLIES						1/17/2022	\$0.00
								\$10.40
56	CHASE CARD SERVICES / CHASE CARD SERVICES	1/17/2022	N	N			2/11/2022	22F77049795.B
2/3/2022	WEBCAM						1/17/2022	\$0.00
								\$26.93
57	CHASE CARD SERVICES / CHASE CARD SERVICES	1/17/2022	N	N			2/11/2022	22F77049795.C
2/3/2022	MASKS						1/17/2022	\$0.00
								\$129.15
58	CHASE CARD SERVICES / CHASE CARD SERVICES	1/17/2022	N	N			2/11/2022	22F77049795.D
2/3/2022	AATRIX						1/17/2022	\$0.00
								\$33.68
59	CHASE CARD SERVICES / CHASE CARD SERVICES	1/17/2022	N	N			2/11/2022	22F77049795.E
2/3/2022	UNIFORMS						1/17/2022	\$0.00
								\$153.55
60	CROWN ACE HARDWARE / CROWN ACE HARDWARE	1/24/2022	N	N			2/23/2022	084610
2/3/2022	SUPPLIES/PAINT						1/24/2022	\$0.00
								\$67.16
61	DURNEY DON / DURNEY, DON	1/25/2022	N	N			2/24/2022	20220125
2/3/2022	GRDNG/WD ABATE						1/25/2022	\$0.00
								\$1,127.50
62	EAGLE / EAGLE ROAD SVC & TIRE	1/20/2022	N	N			2/19/2022	1-186041
2/3/2022	R&M TRK						1/20/2022	\$0.00
								\$35.35
63	FERGUSON / FERGUSON WTR WRKS #1083	1/18/2022	N	N			2/17/2022	0786967
2/3/2022	BRASS NIPPLES						1/18/2022	\$0.00
								\$993.95
64	FERGUSON / FERGUSON WTR WRKS #1083	1/19/2022	N	N			2/18/2022	0787030
2/3/2022	PARTS						1/19/2022	\$0.00
								\$131.81
65	FERGUSON / FERGUSON WTR WRKS #1083	1/20/2022	N	N			2/19/2022	0787262
2/3/2022	PARTS/SUPPLIES						1/20/2022	\$0.00
								\$750.86
66	GARCIA, LEAH / GARCIA, LEAH	1/19/2022	N	N			2/18/2022	12902800-07
2/3/2022	RFND OVRPYMT						1/19/2022	\$0.00
								\$124.37
67	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI	1/20/2022	N	N			2/19/2022	012L5863
2/3/2022	PVC PARTS						1/20/2022	\$0.00
								\$231.54
68	HOME DEPOT / HOME DEPOT CREDIT SERVICES	1/25/2022	N	N			2/24/2022	025163/2022621
2/3/2022	SUPPLIES/TOOLS						1/25/2022	\$0.00
								\$719.65

\$ 353.71



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GL Date					Credit Card	CC Reference #		Total Invoice
69	HOME DEPOT / HOME DEPOT CREDIT SERVICES ✓	1/25/2022 ✓	N	N				025489/2370215 ✓
2/3/2022 ✓	TOOLS/SUPPLIES					1/24/2022 ✓	1/25/2022	\$0.00
					N			\$120.48 ✓
70	HORTON, JENNY / HORTON, JENNY ✓	1/19/2022 ✓	N	N				11502800-14 ✓
2/3/2022 ✓	RFND OVRPYMT					2/18/2022 ✓	1/19/2022	\$0.00
					N			\$44.75 ✓
71	INLAND WATER WORKS / INLAND WATER WORKS SU ✓	1/18/2022 ✓	N	N				S1050320.001 ✓
2/3/2022 ✓	MTR ADPTRS					2/17/2022 ✓	1/18/2022	\$0.00
					N			\$2,320.73 ✓
72	MADRIGAL, MARIBEL / MADRIGAL, MARIBEL ✓	1/18/2022 ✓	N	N				20220118 ✓
2/3/2022 ✓	COVID TST					2/17/2022 ✓	1/18/2022	\$0.00
					N			\$149.00 ✓
73	MASTER'S / MASTER'S SERVICES (GLACIER) ✓	1/19/2022 ✓	N	N				00000408779 ✓
2/3/2022 ✓	BTL WTR					2/18/2022 ✓	1/19/2022	\$0.00
					N			\$55.60 ✓
74	MERIT OIL / MERIT OIL COMPANY ✓	1/20/2022 ✓	N	N				690253 ✓
2/3/2022 ✓	GASOLINE					2/4/2022 ✓	1/20/2022	\$0.00
					N			\$1,211.58 ✓
75	NELCO / NELCO ✓	1/14/2022 ✓	N	N				7724796 ✓
2/3/2022 ✓	1099 FRMS/ENVLPS					2/13/2022 ✓	1/14/2022	\$0.00
					N			\$64.60 ✓
76	PACIFIC HY / PACIFIC HYDROTECH CORP ✓	11/3/2021 ✓	N	N				2021_PYMT6 ✓
2/3/2022 ✓	PFAS MN #2					12/3/2021 ✓	11/3/2021	\$0.00
					N			\$96,700.26 ✓
77	PACIFIC HY / PACIFIC HYDROTECH CORP ✓	12/15/2021 ✓	N	N				2021_PYMT 7 ✓
2/3/2022 ✓	PFAS MN#2					1/14/2022 ✓	12/15/2021	\$0.00
					N			\$147,017.25 ✓
78	PUMP CHECK / PUMP CHECK ✓	1/6/2022 ✓	N	N				8774 ✓
2/3/2022 ✓	MTR TESTING					2/7/2022 ✓	1/6/2022	\$0.00
					N			\$795.00 ✓
79	SCE / SCE ✓	1/19/2022 ✓	N	N				22F700609292713 ✓
2/3/2022 ✓	WTR PMP ENRGY					2/8/2022 ✓	1/19/2022	\$0.00
					N			\$161.33 ✓
80	SCE / SCE ✓	1/19/2022 ✓	N	N				22F700044576190 ✓
2/3/2022 ✓	SWR PMP ENRGY					2/8/2022 ✓	1/19/2022	\$0.00
					N			\$1,214.07 ✓
81	SCE / SCE ✓	1/20/2022 ✓	N	N				22F700136714571 ✓
2/3/2022 ✓	SWR PMP ENRGY					2/9/2022 ✓	1/20/2022	\$0.00
					N			\$3,009.62 ✓
82	SCE / SCE ✓	1/20/2022 ✓	N	N				22F700179651118 ✓
2/3/2022 ✓	SWR PMP ENRGY					2/9/2022 ✓	1/20/2022	\$0.00
					N			\$391.30 ✓
83	SCE / SCE ✓	1/21/2022 ✓	N	N				22F700158802582 ✓
2/3/2022 ✓	WTR PMP ENRGY					2/10/2022 ✓	1/21/2022	\$0.00
					N			\$18,205.92 ✓
84	SITEONE / SITEONE LANDSCAPE SUPPLY, LLC ✓	1/21/2022	N	N				115803114-001 ✓
2/3/2022 ✓	TOOL					2/20/2022 ✓	1/21/2022	\$0.00
					N			\$62.74 ✓
85	TRAFFIC MANAGEMENT / TRAFFIC MANAGEMENT, IN ✓	1/17/2022 ✓	N	N				819926 ✓
2/3/2022 ✓	SIGNAGE					2/16/2022 ✓	1/17/2022	\$0.00
					N			\$224.77 ✓

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GL Date					Credit Card	CC Reference #		Total Invoice
86	WEBB, EARL / WEBB, EARL ✓	1/19/2022 ✓	N	N				13425600-15 ✓
RFND OVRPYMT						2/18/2022 ✓	1/19/2022	\$0.00
2/3/2022 ✓					N			\$53.98 ✓
87	CONVERSE / CONVERSE CONSULTANTS ✓	1/1/2022 ✓	N	N				20-81220-30-01 ✓
GEOTECH/PFAS						1/31/2022 ✓	1/1/2022	\$0.00
2/3/2022 ✓					N			\$2,122.50 ✓
88	CONVERSE / CONVERSE CONSULTANTS ✓	1/1/2022 ✓	N	N				20-81220-30-02 ✓
GEOTECH/PFAS						1/31/2022 ✓	1/1/2022	\$0.00
2/3/2022 ✓					N			\$952.50 ✓
89	CONVERSE / CONVERSE CONSULTANTS ✓	1/1/2022 ✓	N	N				20-81220-30-03 ✓
GEOTECH/PFAS						1/31/2022 ✓	1/1/2022	\$0.00
2/3/2022 ✓					N			\$1,207.50 ✓
90	CONVERSE / CONVERSE CONSULTANTS ✓	1/1/2022 ✓	N	N				20-81220-30-04 ✓
GEOTECH/PFAS						1/31/2022 ✓	1/1/2022	\$0.00
2/3/2022 ✓					N			\$1,212.50 ✓
91	J THAYER / J THAYER COMPANY, INC ✓	1/20/2022 ✓	N	N				1571493-0 ✓
SUPPLIES						2/19/2022 ✓	1/20/2022	\$0.00
2/3/2022 ✓					N			\$567.90 ✓
92	MATHESON / MATHESON, ROSANNA ✓	1/27/2022 ✓	N	N				20220127 ✓
COVID TEST						2/26/2022 ✓	1/27/2022	\$0.00
2/3/2022 ✓					N			\$299.00 ✓
93	PUROLITE / PUROLITE CORPORATION ✓	1/1/2022 ✓	N	N				253214 ✓
INCINERATION SVC						1/31/2022 ✓	1/1/2022	\$0.00
2/3/2022 ✓					N			\$139,899.25 ✓
94	RING BENDER / RING BENDER LLP ✓	1/7/2022 ✓	N	N				10854 ✓
CITY RVSD APPEAL						2/6/2022 ✓	1/7/2022	\$0.00
2/3/2022 ✓					N			\$927.50 ✓
95	THIEME / THIEME, JEFFREY ✓	1/27/2022 ✓	N	N				20220127 ✓
DIST CERTS						2/26/2022 ✓	1/27/2022	\$0.00
2/3/2022 ✓					N			\$145.00 ✓
96	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	1/27/2022 ✓	N	N				0113_012622.A ✓
COMM TRSH 1/13-1/26						2/26/2022 ✓	1/27/2022	\$0.00
2/3/2022 ✓					N			\$52,897.17 ✓
97	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	1/27/2022 ✓	N	N				0113_012622.B ✓
RES TRSH 1/13-1/26						2/26/2022 ✓	1/27/2022	\$0.00
2/3/2022 ✓					N			\$135,725.83 ✓
98	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	1/27/2022 ✓	N	N				0113_012622.C ✓
RCSD SHR COMM						2/26/2022 ✓	1/27/2022	\$0.00
2/3/2022 ✓					N			(\$5,289.72) ✓
99	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	1/27/2022 ✓	N	N				0113_012622.D ✓
RCSD SHR RES						2/26/2022 ✓	1/27/2022	\$0.00
2/3/2022 ✓					N			(\$1,085.13) ✓
100	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	1/27/2022 ✓	N	N				0113_012622.E ✓
BILLING FEE						2/26/2022 ✓	1/27/2022	\$0.00
2/3/2022 ✓					N			(\$3,000.00) ✓
101	TRUSSELL TECHNOLOGIES / TRUSSELL TECHNOLOGIES ✓	1/18/2022 ✓	N	N				0000008235 ✓
PFAS CNSLT						2/17/2022 ✓	1/18/2022	\$0.00
2/3/2022 ✓					N			\$14,000.00 ✓
102	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCIATES ✓	12/25/2021 ✓	N	N				215020 ✓
WSCP/MSTR PLNS						1/24/2022 ✓	12/25/2021	\$0.00
2/3/2022 ✓					N			\$25,879.50 ✓

5179,248.15

AP Enter Bills Edit Report

Rubidoux Community Services District (RCSACT)
Batch: AAAAPE

1/27/2022 11:44:22 AM

Tr. #	Vendor	Inv Date	Paid Out	Immediate	Check #	Due Date	Discount Date	Invoice #
PO Number	Immediate GL Account		Credit Card Vendor			Discount Date	Payment Date	Discount
GL Date			Credit Card	CC Reference #			Total Invoice	
103	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI							215081
EMRGNCY GENS		12/25/2021	N	N		1/24/2022	12/25/2021	\$0.00
2/3/2022				N				\$4,015.32

Grand Totals

Total Direct Expense:	\$693,290.94
Total Direct Expense Adj:	(\$9,432.57)
Total Non-Electronic Transactions:	\$683,858.37

Report Summary

Report Selection Criteria

Report Type: Condensed

Start End

Transaction Number: Start End

⁴ <u>9,432.57</u>	⁴ <u>683,858.37</u>
9,374.35 Tri-Lo	684,128.37
<u>57.72</u> Granger	
9,432.57	PR 270.00 Union 1/21/22
<u>0.00</u>	

YRS
2-1-22

6. ACKNOWLEDGEMENTS – THIS IS THE TIME FOR MEMBERS
OF THE PUBLIC TO ADDRESS THE BOARD ON ANY NON-
AGENDA MATTER.

7. CORRESPONDENCE AND RELATED INFORMATION

8. MANAGER'S REPORT (Second Meeting each Month)

a) Operations Report

b) Emergency and Incident Report

9. CONSIDER ADOPTING RESOLUTION NO. 2022-884, A RESOLUTION RESCINDING RESOLUTION NO. 2019-859 AND ADOPTING A REVISED DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NON-PAYMENT POLICY:

DM 2022-07

Rubidoux Community Services District

Board of Directors

Hank Trueba Jr., President
Bernard Murphy, Vice-President
Armando Muniz
F. Forest Trowbridge
John Skerbelis

General Manager
Jeffrey D. Sims



Water Resource Management Refuse Collection Street Lights Fire / Emergency Services Weed Abatement

DIRECTORS MEMORANDUM 2022-07

February 3, 2022

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Adopting Resolution No. 2022-884, a Resolution Rescinding Resolution No. 2019-859 and Adopting a Revised Discontinuation of Residential Water Service for Non-Payment Policy

BACKGROUND:

At the regularly scheduled Board of Directors meeting on December 19, 2019, the Board considered and adopted Resolution No. 2019-859 establishing a written policy related to the discontinuation of residential water service for non-payment for consistency with Senate Bill 998 ("SB 998").

SB 998 requires retail water agencies, defined as a public water system that supplies water to more than 200 service connections, to have a written policy on discontinuation of water service of residences for non-payment. The shut-off policy is to be available in English, Spanish, Chinese, Tagalog, Vietnamese, Korean and/or in each language spoken by more than 10% of customers. The policy is required to be posted on the District's website and be provided to customers in writing upon request. The policy requires a customer to be delinquent for a period of at least 60 days before water service is discontinued. If the customer is willing to sign an alternative payment arrangement to pay the delinquent balance amount on their account over a series of payments while keeping their recent balances on their account current, they would avoid being shutoff. The original policy adopted by the Board with Resolution No. 2019-859 is attached to DM 2022-07 for reference.

As required by SB 998, the District's water shutoff policy went into effect February 1, 2020. Shortly thereafter through a series of executive orders and senate bills related to COVID-19, a water shutoff moratorium was put into place on March 4, 2020 and remained in place until December 31, 2021. For a period of 22 months the District has been disallowed to shut off customers water meters for non-payment. During this period a small percentage of District customers have gone many months not paying any bills or paying less than the balance owed. While the District's gross revenue remains relatively unaffected by COVID-19, the District's ability to

“turn” its accounts receivables into cash has become a challenge. Historically, the risk of water meter shutoff motivates customers to keep their District account current. With the risk eliminated for most of the last two years, many customers have actively chosen not to pay their bills.

Although the water shutoff moratorium has increased the District’s accounts receivable balance, the executive orders signed by Governor Newsom never alleviated the responsibility of the customer to pay the debt once the moratorium ended. Thus, on January 1, 2022, many customers who have not remained current on their accounts will face the District’s shutoff cycle and timeline.

When Executive Order N-42-20 was first issued there was no end date established by Governor Newsom for the moratorium to expire. As noted above, the risk of shutoff motivates customers to pay their bills. Historically the District has enjoyed minimal accounts deemed past due. An account past due is defined as a balance owed the District for greater than 60 days. For comparison purposes and to highlight the effect the water shutoff moratorium has had on the District’s accounts receivable balances, the table below illustrates past due balance as of February 28, 2020, immediately before the shut off moratorium started, and then every quarter thereafter until December 31, 2021, when the shut off moratorium ended.

Month Ending	Balance - 61+ Days Delinquent
2/29/2020	\$ 1,527
6/30/2020	\$ 17,808
9/30/2020	\$ 51,376
12/31/2020	\$ 121,868
3/31/2021	\$ 172,246
6/30/2021	\$ 193,941
9/30/2021	\$ 263,367
12/31/2021	\$ 361,160

During this moratorium on shutoffs and in response to the COVID-19 pandemic, many financial assistance programs were established by the Federal and State government to provide financial relief and alleviate the burden of mounting rent and utility bills. Some of the more notable programs include United Lift and the Community Action Partnership (“CAP”) of Riverside County ‘Low-Income Household Drinking Water and Wastewater Assistance Program’ (“LIHWAP”). Application to these programs were based on the customer initiation. A third program, the California Water and Wastewater Arrearage Payment Program administered through State Water Quality Resources Control Board made funding available to water service providers. This program, applicable to community water systems only, made available approximately \$1 billion in COVID-19 relief funds for delinquent water and sewer bills. The District applied for funds under this program and received approximately \$90,000 in December 2021 to apply towards customer water arrearages. The wastewater portion of the program is set to begin February 2022.

Although these programs have proven to be helpful in alleviating past due balances, many customers still carry delinquent balances. Effective January 1, 2022, delinquent customers will no longer have the protection of a water shutoff moratorium and the District will once again follow its written shutoff policy. In preparation of the moratorium ending, staff reviewed the policy adopted by the Board in December 2019 and determined the policy could use some revisions. A redline copy of the original policy is attached. Though the revisions are relatively minor in nature, the proposed modifications make the policy better align with already established District

procedures with regards to mailing final notices and the posting of red cards while remaining compliant with requirements of SB 998. In addition, the District created forms customers can complete when certifying medical and/or financial hardship, or when applying for a payment arrangement.

Staff recommends the Board of Directors consider adoption of Resolution No. 2022-884. If approved, Resolution No. 2022-884 rescinds Resolution No. 2019-859 the District's old water shut-off policy in its entirety and replaces it with the revised one and related supplemental forms.

RECOMMENDATION:

Staff recommends the Board of Directors consider adopting Resolution No. 2022-884.

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attach:

1. RCSD Discontinuation of Residential Service for Non-Payment Policy – Redline Copy
2. Draft Resolution No. 2022-884 and Related Exhibit and Supplemental Forms
3. Resolution No. 2019-859 and Related Exhibit

1 **RUBIDOUX COMMUNITY SERVICES DISTRICT**
2 **DISCONTINUATION OF RESIDENTIAL**
3 **WATER SERVICE FOR NON-PAYMENT POLICY**

4 1. **Application of Policy.** This Discontinuation of Residential Water Service for Non-
5 Payment Policy (this "Policy") shall apply to all District accounts for residential water
6 service, but shall not apply to any accounts for non-residential service. To the extent this
7 Policy conflicts with any provisions of the Rubidoux Community Services District's
8 ("District") existing Ordinances, Resolutions and Policies regarding water service and
9 water users, this Policy shall control.

10 2. **Contact Information.** For questions or assistance regarding a water bill, the
11 District's Customer Service staff can be reached at (951) 684-7580. Customers may also
12 visit the District's Customer Service desk in person Monday through Friday from 8:00 a.m.
13 to 5:00 p.m., except on District holidays.

14 3. **Billing Procedures.** Water service charges are payable to the District once every
15 month. All bills for water service are due and payable upon receipt and shall be
16 considered delinquent if not paid within ten (10) days from the bill date.

17 4. **Discontinuation of Water Service for Nonpayment.** If a bill is delinquent for at
18 least sixty (60) days, the District may discontinue water service to the service address.

19 4.1 Written Notice to Customer. The District will provide a written notice to the
20 customer of record, referred to as the Late Fee/Shutoff Notice, at least fifteen (15) days
21 before discontinuation of water service. The notice shall contain:

- 22 (a) the name and address of the customer;
- 23 (b) the amount of the delinquency;
- 24 (c) the date by which payment or payment arrangements must be made
25 to avoid discontinuation of service; ~~and~~
- 26 (d) a description of the procedure by which the customer may request
27 an alternative payment arrangement, which may include an
28 extension, amortization, deferred, alternative payment schedule, or
29 payment reduction; as described in Section 6 below.
- 30 (e) a description of the procedure to petition for bill review and appeal;
31 and

32 (d)(f) the telephone number where the customer may request a payment
33 arrangement or receive additional information from the District.

34 4.2 Written Notice to Occupants or Tenants.

35 (a) If the District furnishes individually metered service to a single-family
36 dwelling, multi-unit residential structure, mobile home park, or farm labor camp, and the
37 property owner or manager is the customer of record, or if the customer of record's mailing
38 address is not the same as the service address, the District will also send a notice to the
39 occupants living at the service address at least fifteen (15) days before discontinuation of
40 water service. The notice will be addressed to "Occupant," will contain the information
41 required in Section 4.1 above, and will also inform the residential occupants that they
42 have the right to become customers of the District without being required to pay the
43 amount due on the delinquent account. Terms and conditions for occupants to become
44 customers of the District are provided in Section 8 below.

45 (b) If the District furnishes water to residences through a master meter,
46 the District will make a good faith effort, at least fifteen (15) days prior to termination, to
47 notify the residential occupants that the account is in arrears and the service will be
48 terminated on a date specified in the notice. The District will provide notice by either:
49 (i) mailing the notice to each residential unit; (ii) posting the notice on the door of each
50 residential unit, (iii) if providing notice to each unit is impracticable or infeasible, posting
51 two (2) copies of the notice in each accessible common area and at each point of access
52 to the structure or structures; or (iv) making some other good faith, reasonable effort to
53 provide written notice to the occupants. The notice will be addressed to "Occupant," will
54 contain the information required in Section 4.1 above, and will inform the residential
55 occupants that they have the right to become customers of the District without being
56 required to pay the amount due on the delinquent account. Terms and conditions for
57 occupants to become customers of the District are provided in Section 8 below.

58 4.3 ~~In Person or Telephonic Notice. The District may also contact the customer~~
59 ~~named on the account by telephone and offer to provide in writing to the customer a~~
60 ~~copy of this Policy in addition to providing the same information as noted in Section~~
61 ~~4.1(b)-(f). The District will also make a reasonable, good faith effort to contact the~~
62 ~~customer of record or an adult person living at the service address in person or by~~
63 ~~telephone at least seven (7) days before discontinuation of service. The District will offer~~
64 ~~to provide in writing a copy of this Policy and to discuss options to avert discontinuation~~
65 ~~of water service for nonpayment, including the possibility of an alternative payment~~
66 ~~arrangement as described in Section 6 below.~~

67 4.4 Posting of Final Notice at Service Address. If payment has not been
68 received after receipt of the Late Fee/Shutoff Notice, or the Late Fee/Shutoff Notice was
69 returned through the mail as undeliverable, the District will visit the residence and leave,

70 or make other arrangements for placement in a conspicuous place, a red Final Shut Off
71 Notice and a copy of this Policy in English and Spanish, at least five (5) days before
72 discontinuation of service. Should the customer need a copy of this Policy in a language
73 other than English or Spanish, but otherwise required by the District as noted in Section
74 9, contact the customer service staff to request this Policy in the appropriate language.~~If~~
75 ~~the District is unable to make contact with the customer or an adult person living at the~~
76 ~~service address in person or by telephone, the District will make a good faith effort to~~
77 ~~leave a notice of imminent discontinuation of residential service and a copy of this Policy~~
78 ~~in a conspicuous place at the service address. The notice and copy of this Policy will be~~
79 ~~left at the residence at least forty eight (48) hours before discontinuation of service.~~ The
80 notice shall include:

- 81 (a) the name and address of the customer;
- 82 (b) the amount of the delinquency;
- 83 (c) the date by which payment ~~or payment arrangements~~ must be made
84 to avoid discontinuation of service; and
- 85 (d) the telephone number where the customer may make their payment
86 or receive additional information from the District~~a description of the~~
87 ~~procedure by which the customer may request an alternative~~
88 ~~payment arrangement, which may include an extension, or~~
89 ~~alternative payment schedule as described in Section 6 below.~~

90 4.5 Late Fee. A Late Fee, as specified in District Ordinance No. 104, shall be
91 assessed and added to the outstanding balance on the customer's account if the
92 amount owing on that account is not paid before the initial written notice of disconnection
93 is generated. This fee is charged to recover a portion of the cost associated with
94 preparation and delivery of the notice.

95 4.6 Disconnection Deadline. Payment for water service charges must be
96 received in the District offices no later than 54:00 p.m. on the date specified in the notice
97 of disconnection. Postmarks are not acceptable.

98 4.7 Circumstances Under Which Service Will Not Be Discontinued. The District
99 will not discontinue residential water service for nonpayment under the following
100 circumstances:

- 101 (a) During an investigation by the District of a customer dispute or
102 complaint under Sections 5.1 and 5.2 below;
- 103 (b) During the pendency of an appeal to the District's Board of Directors
104 under Section 5.3 below; or

105 (c) During the period of time in which a customer's payment is subject
106 to a District-approved alternative payment arrangement under
107 Section 6 below, and the customer remains in compliance with the
108 approved payment arrangement.

109 4.8 Special Medical and Financial Circumstances Under Which
110 Services Will Not Be Discontinued.

111 (a) The District will not discontinue water service if all of the following
112 conditions are met:

113 (i) The customer, or a tenant of the customer, submits to the
114 District the certification of a licensed primary care provider that
115 discontinuation of water service will be life threatening to, or
116 pose a serious threat to the health and safety of, a resident of
117 the premises where residential service is provided (must
118 complete Form 998-A);

119 (ii) The customer demonstrates that he or she is financially
120 unable to pay for residential water service within the District's
121 normal billing cycle per the qualifications in Section 7.2 below
122 (must complete Form 998-B or 998-B2); and

123 (iii) The customer is willing to enter into an alternative payment
124 arrangement as described in Section 6 below, with respect to
125 the delinquent charges. The District's General Manager or
126 designee will select the most appropriate payment
127 arrangement, taking into consideration the information and
128 documentation provided by the customer (must complete
129 Form 998-C).

130 (b) The customer is responsible for demonstrating that the conditions in
131 subsection (a) have been met. Upon receipt of documentation from
132 the customer, which must be provided to the District at least forty-
133 eight (48) hours prior to the disconnection date, the District will
134 review the documentation within seven (7) days and: (1) will not
135 discontinue water service during this review period; (2) will notify the
136 customer of the alternative payment arrangement selected by the
137 District and request that the customer sign the agreement to
138 participate in the alternative arrangement (Form 998-C); (3) may
139 request additional information from the customer; or (4) notify the
140 customer that he or she does not meet the conditions in subsection

141 (a). The District reserves the right to extend the customer's
142 documentation submission period at the District's discretion.

143 (c) The District may discontinue water service if a customer who has
144 been granted an alternative payment arrangement under this section
145 fails to do any of the following for sixty (60) days or more: (a) to pay
146 any amount due under an alternative payment arrangement; or (b)
147 to pay current charges of subsequent bills for water service. The
148 District will post a final notice of intent to disconnect service in a
149 prominent and conspicuous location at the service address at least
150 five (5) business days before discontinuation of service. The final
151 notice will not entitle the customer to any investigation or review by
152 the District.

153 4.9 Time of Discontinuation of Service. The District will not discontinue water
154 service due to nonpayment on a Saturday, Sunday, legal holiday, or at any time during
155 which the District's office is not open to the public.

156 4.10 Restoration of Service. Customers whose water service has been
157 discontinued may contact the District by telephone or in person regarding restoration of
158 service. Restoration shall be subject to payment of: (a) any past-due amounts, including
159 applicable interest or penalties; (b) a reconnection fee of \$50.00 during normal operating
160 hours and \$100.00 during non-operating hours, with an annual adjustment for changes
161 in the Bureau of Labor Statistics' Consumer Price Index for all Urban Consumers
162 (CPI-U) beginning January 1, 2021, subject to the limitations in Section 7.1, if
163 applicable; (c) and a security deposit, if required by the District. Payment must be made
164 in cash or credit card. Check payments will not be accepted.

165 **5. Procedures to Contest or Appeal a Bill.**

166 5.1 Time to Initiate Complaint or Request an Investigation. A customer may
167 initiate a complaint or request an investigation regarding the amount of a bill no later
168 than five (5) days after receiving the Late Fee/Shutoff Notice. ~~within fifteen (15) days of~~
169 ~~receiving a disputed bill. For purposes of this Section 5.1 only, a bill shall be deemed~~
170 ~~received by a customer five (5) days after mailing and immediately upon e-mailing.~~

171 5.2 Review by District. A timely complaint or request for investigation shall be
172 reviewed by a manager of the District, who shall provide a written determination to the
173 customer within ten (10) business days of receipt. The review will include consideration
174 of whether the customer may receive an alternative payment arrangement as described
175 in Section 6 below.

176 5.3 Appeal Hearing. Any customer whose timely complaint or request for an
177 investigation pursuant to this Section 5 has resulted in an adverse determination by the
178 District may appeal the determination. A written notice of appeal must be received by the
179 District within ten (10) business days of the District's mailing of its determination.
180 Following receipt of a request for an appeal or review, a hearing date shall be promptly
181 set before the General Manager, or ~~his or her~~their designee (the "Hearing Officer") within
182 five (5) business days. After evaluation of the evidence provided by the customer and the
183 information on file with the District concerning the water charges in question, the Hearing
184 Officer shall render a decision as to the accuracy of the water charges set forth on the bill
185 and shall provide the appealing customer with a brief written summary of the decision.

186 5.4 Appeal to Board of Directors. Any customer whose timely appeal hearing
187 pursuant to this Section 5 has resulted in an adverse determination by the Hearing Officer
188 may appeal the determination to the Board of Directors by filing a written notice of appeal
189 with the District Secretary within ten (10) business days of the District's mailing of its
190 determination, or may appeal in-person, orally, during a regularly scheduled board
191 meeting. Upon receiving the notice of appeal, the District Secretary will set the matter to
192 be heard at an upcoming Board meeting and mail the customer written notice of the time
193 and date of the hearing at least ten (10) days before the meeting. The customer will be
194 required to personally appear before the Board and present written or oral evidence or
195 reasons as to why the water charges on the bill in question are not accurate. The Board
196 shall evaluate the evidence presented by the customer, as well as the information on file
197 with the District concerning the water charges in question and render a decision as to the
198 accuracy of said charges. The decision of the Board shall be final.

199 **6. Alternative Payment Arrangements.**

200 6.1 Time to Request an Alternative Payment Arrangement. If a customer is
201 unable to pay a bill during the normal payment period, the customer may request an
202 extension or other alternative payment arrangement described in this Section 6. If a
203 customer submits a request within thirteen (13) days after mailing of the Late
204 Fee/Shutoff Notice~~a written notice of discontinuation of service~~ by the District, the
205 request will be reviewed by a manager of the District. District decisions regarding
206 extensions and other alternative payment arrangements are final and are not subject to
207 appeal to the District's Board of Directors.

208 6.2 Alternative Payment Schedule. If approved by the District, a customer may
209 pay the unpaid balance pursuant to an alternative payment schedule that will not exceed
210 twelve (12) months, or as determined by the District's General Manager or designee, in
211 ~~his or her~~their discretion. During the period of the alternative payment schedule, the
212 customer must remain current on all water service charges accruing during any
213 subsequent billing periods. The alternative payment schedule and amounts due will be

214 set forth in writing and provided to the customer for their required signature indicating
215 agreement and adherence to the schedule.

216 6.3 Failure to Comply. The customer must comply with the agreed upon
217 payment schedule and remain current as charges accrue in each subsequent billing
218 period. The customer may not request another payment schedule for any subsequent
219 unpaid charges while paying delinquent charges pursuant to a previously agreed upon
220 schedule. If the customer fails to comply with the terms of the agreed upon payment
221 schedule for a bill that is delinquent for sixty (60) days or more, the District may
222 discontinue water service to the customer's property. The District will post a final notice
223 of intent to disconnect service in a prominent and conspicuous location at the service
224 address at least five (5) business days before discontinuation of service. The final notice
225 will not entitle the customer to any investigation or review by the District.

226 6.4 Payment Reductions or Waivers. Reductions or waivers of water service
227 charges are not available at this time.

228 **7. Specific Programs for Low-Income Customers.**

229
230 7.1 Reconnection Fee Limits and Waiver of Interest. For residential customers
231 who demonstrate to the District a household income below 200 percent of the federal
232 poverty line, the District will:

233 (a) Limit any reconnection fees during normal operating hours to fifty
234 dollars (\$50), and during non-operational hours to one hundred
235 dollars (\$100). The limits will only apply if the District's reconnection
236 fees actually exceed these amounts. These limits are subject to an
237 annual adjustment for changes in the Bureau of Labor Statistics'
238 Consumer Price Index for All Urban Consumers (CPI-U) beginning
239 January 1, 2021.

240 (b) Waive interest charges on delinquent bills once every 12 months.
241 The District will apply the waiver to any interest charges that are
242 unpaid at the time of the customer's request.

243 7.2 Qualifications. The District will deem a residential customer to have a
244 household income below 200 percent of the federal poverty line if: (a) any member of the
245 household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal,
246 Supplemental Security Income/State Supplementary Payment Program, or California
247 Special Supplemental Nutrition Program for Women, Infants, and Children (Form 998-B),
248 or (b) the customer declares under penalty of perjury that the household's annual income
249 is less than 200 percent of the federal poverty level (Form 998-B2).

250 **8. Procedures for Occupants or Tenants to Become Customers of the District.**

251 8.1 Applicability. This Section 8 shall apply only when the property owner,
252 landlord, manager, or operator of a residential service address is listed as the customer
253 of record and has been issued a notice of intent to discontinue water service due to
254 nonpayment.

255 8.2 Agreement to District Terms and Conditions of Service. The District will
256 make service available to the occupants if each occupant agrees to the terms and
257 conditions of service and meets the requirements of the District's rules and regulations.
258 However, if at least one of the occupants is willing to assume responsibility for all
259 subsequent charges, or if there is a physical means of discontinuing service to those
260 occupants who do not meet the District's rules and requirements, then the District will
261 make service available to the occupants who do meet them.

262 8.3 Verification of Tenancy. To be eligible to become a customer without paying
263 the amount due on the delinquent account, the occupant shall verify that the delinquent
264 account customer of record is or was the landlord, manager, or agent of the dwelling.
265 Verification may include, but is not limited to, a lease or rental agreement, rent receipts,
266 a government document indicating that the occupant is renting the property, or
267 information disclosed pursuant to Section 1962 of the Civil Code, at the discretion of the
268 District.

269 8.4 Methods of Establishing Credit. If prior service for a period of time is a
270 condition for establishing credit with the District, residence and proof of prompt payment
271 of rent for that period of time is a satisfactory equivalent.

272 **9. Language for Certain Written Notices.** All written notices under Section 4 and
273 Section 6 of this Policy shall be provided in English, Spanish, Chinese, Tagalog,
274 Vietnamese, Korean, and any other language spoken by ten percent (10%) or more
275 people within the District's retail service area.

276 **10. Other Remedies.** In addition to discontinuation of water service, the District may
277 pursue any other remedies available in law or equity for nonpayment of water service
278 charges, including, but not limited to: securing delinquent amounts by filing liens on real
279 property, filing a claim or legal action, or referring the unpaid amount to collections. In the
280 event a legal action is decided in favor of the District, the District shall be entitled to the
281 payment of all costs and expenses, including attorneys' fees and accumulated interest.

282 **11. Discontinuation of Water Service for Other Customer Violations.** The District
283 reserves the right to discontinue water service for any violations per District ordinances,
284 rules, or regulations other than nonpayment.

285 12. **Decisions by District Staff.** Any decision which may be taken by the District's
286 General Manager under this Policy may be taken by ~~his or her~~their designee.

287 13. **Annual Disconnections Notice.** Annually, the District shall post on its website,
288 www.rcsd.org, and notify the Board, the total number of discontinuations of residential
289 water service due to the inability to pay.



RUBIDOUX COMMUNITY SERVICES DISTRICT CERTIFICATION OF PRIMARY CARE PROVIDER

3590 Rubidoux Blvd., Jurupa Valley, CA 92509

P. (951) 684-7580 F. (951) 369-4061 E. admin@rcsd.org W. www.rcsd.org

Section Completed by Account Holder

Account Number

Service Address

Account Holder Name

Number of Members in Household

Date of Billing Seeking Payment Arrangement

Amount of Bill Seeking Payment Arrangement

I, the account holder, certify under penalty of perjury that the above-named person receiving primary care resides at the service address.

Account Holder Signature

Phone Number

Section Completed by Primary Care Provider

Name of Primary Care Provider

Name of Clinic or Medical Facility

Clinic Address

Clinic Phone Number

National Provider Identifier

Person Receiving Primary Care

I, the primary care provider, certify under penalty of perjury that I provide care to the above-named person and that discontinuation of water service to this person would be life threatening or pose a serious threat to their health and safety.

Primary Care Provider Signature

Section Completed by District

Date & Time Received	Received By	Completed



RUBIDOUX COMMUNITY SERVICES DISTRICT CERTIFICATION OF FINANCIAL HARDSHIP

3590 Rubidoux Blvd., Jurupa Valley, CA 92509

P. (951) 684-7580 F. (951) 369-4061 E. admin@rcsd.org W. www.rcsd.org

Section Completed by Account Holder

Account Number

Service Address

Account Holder Name

Number of Members in Household

Date of Billing Seeking Payment Arrangement

Amount of Bill Seeking Payment Arrangement

- Which of the following forms of assistance are currently utilized by the household?
(Only one member of the household need provide proof of assistance to complete this form)

Assistance	Recipient(s) Name	Proof Required
Medi-Cal		Notice of Action from Riverside County Dept. of Public Social Services
Supplemental Security Income/SSP		Social Security Benefit Verification Letter
CalWorks		Notice of Action from Riverside County Dept. of Public Social Services
CalFresh		Notice of Action from Riverside County Dept. of Public Social Services
General Assistance		Notice of Action from Riverside County Dept. of Public Social Services
WIC		WIC Card + Valid California ID
(None)		Declaration of Household Income – Form 998-B2

- Certificate of Financial Hardship

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the recipient of the above-indicated assistance, that I have provided proof of this, and that I am a member of household of the service address indicated above.

Recipient Name

Account Holder Name

Section Completed by District

Date & Time Received	Received By	Completed



RUBIDOUX COMMUNITY SERVICES DISTRICT DECLARATION OF HOUSEHOLD INCOME

3590 Rubidoux Blvd., Jurupa Valley, CA 92509

P. (951) 684-7580 F. (951) 369-4061 E. admin@rcsd.org W. www.rcsd.org

Section Completed by Account Holder

Household Income Guidelines Effective January 12, 2022									
Number of People in Household	1	2	3	4	5	6	7	8	Each Additional Person
Maximum Gross Household Income	\$27,180	\$36,620	\$46,060	\$55,500	\$64,940	\$74,380	\$83,820	\$93,260	\$9,440

LIST OF HOUSEHOLD INCOME					
List all household members currently residing at the service address, regardless of their earning status. (Unearned income may include monies from spouse/partner, SSI/SSD, welfare benefits, unemployment, student grants, rental income, interest, dividends, cash, and/or gifts)					
Current Household Members (Last Name, First Name)	Relationship	Age	Employed? (Yes/No)	Employment Income (Monthly)	Unearned Income (Monthly)
1.	Head of Household				
2.					
3.					
4.					
5.					
6.					
7.					
8.					
Employment and Unearned Income Totals:					

DECLARATION OF HOUSEHOLD INCOME (All household members 18 years of age or older must sign this declaration)		
I, the undersigned, declare under penalty of perjury under the laws of the State of California that the above information is true and correct.		
Print Name	Signature	Relationship
1.		Head of Household
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Section Completed by District

Date & Time Received	Received By	Completed



RUBIDOUX COMMUNITY SERVICES DISTRICT AGREEMENT FOR PAYMENT ARRANGEMENT

3590 Rubidoux Blvd., Jurupa Valley, CA 92509

P. (951) 684-7580 F. (951) 369-4061 E. admin@rcsd.org W. www.rcsd.org

This Installment Payment Agreement (Agreement) is entered into by and between the Rubidoux Community Services District (District), a community services district formed and operating pursuant to the provisions of Government Code Section 61000 et seq., and _____ (Customer).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

1. District provides water, wastewater, and solid waste disposal services to parcels of real property located within its jurisdictional boundaries, including the real property owned or rented by:

Customer Name: _____

Service Address: _____ Jurupa Valley, CA 92509

2. The District's Ordinances and / or Resolutions provide for payment of monthly bills for water, wastewater, and solid waste disposal services.
3. The District's Ordinances and / or Resolutions further state that if the bill is not paid and becomes delinquent, utility service may be shut off and additional fees may be charged. When service is disconnected due to non-payment of bills, service may not be resumed until payment of all charges and fees is received.

4. Customer has one utility account with the District.
 - a. Account No. _____ is in delinquent status.
 - b. As of the date of this Agreement, Customer's delinquent amount owed is:
\$_____.

5. Customer has requested that this delinquent amount be paid in installments.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals contained herein, District and Customer agree as follows:

1. The amount of the delinquency of Account No. _____ is \$_____.

2. District hereby agrees to waive its right to full and immediate payment of the delinquent utility charges in consideration for which Customer agrees to maintain Account No. _____ in current status and to make installment payments to the District in the total amount of the balance due as specified above by paying monthly installment amounts as described in accompanying **Form 998-C2**.

3. Should Customer default in the performance of its promises to pay installment payments as specified in this Agreement pursuant to **Form 998-C2**, or materially breaches any of the other provisions of this Agreement, Customer agrees that the District may, at its option, immediately terminate utility service to property by giving written notice to Customer. Customer waives any and all other notification procedures and processes. District, at its sole discretion, may require Customer to pay the entire delinquent amount in full prior to reactivation.

Account Holder Name

District General Manager Name

Account Holder Signature

District General Manager Signature

Date

Date



RUBIDOUX COMMUNITY SERVICES DISTRICT PAYMENT INSTALLMENT SCHEDULE

3590 Rubidoux Blvd., Jurupa Valley, CA 92509

P. (951) 684-7580 F. (951) 369-4061 E. admin@rcsd.org W. www.rcsd.org

Account No. _____

Delinquent Amount _____

Payment #	Minimum Payment Amount	Due Date	Remaining Balance After Payment
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			

RESOLUTION 2022-884

A RESOLUTION OF THE BOARD OF DIRECTORS
OF RUBIDOUX COMMUNITY SERVICES
DISTRICT RESCINDING RESOLUTION NO.
2019-859 AND ADOPTING A REVISED POLICY
ON THE DISCONTINUATION OF RESIDENTIAL
WATER SERVICE DUE TO NON-PAYMENT

WHEREAS, Rubidoux Community Services District ("District") is an urban supplier of water to a population of over 36,000; and

WHEREAS, the District has adopted and revised, from time to time, Ordinances, Resolutions and Policies regarding water service and water users; and

WHEREAS, California Senate Bill 998 ("SB 998") was signed into law and sets forth new and expanded requirements that utilities must follow prior to discontinuing residential water service due to non-payment. SB 998 provides that public water systems that supply water to more than 200 service connections are required to have a written policy on discontinuation of water service to certain types of residences, due to non-payment, and to make such policies available to customers in prescribed languages; and

WHEREAS, SB 998 requires an urban water supplier, such as the District, to comply with the bill's provisions on and after February 1, 2020; and

WHEREAS, the Board adopted Resolution No. 2019-859 on December 19, 2019, establishing a written policy on the

discontinuation of residential water service due to non-payment;
and

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, on April 2, 2020, Governor Gavin Newsom signed Executive Order N-42-20 suspending community water systems from discontinuing residential water service due to non-payment; and

WHEREAS, on June 11, 2021, Governor Gavin Newsom signed Executive Order N-08-21 suspending community water systems from discontinuing residential water service due to non-payment to expire September 30, 2021; and

WHEREAS, on September 23, 2021, Governor Gavin Newsom signed Senate Bill 155 extending the suspension of community water systems from discontinuing residential water service due to non-payment to December 31, 2021; and

WHEREAS, on January 1, 2022, the District may resume discontinuation activities of residential water service due to non-payment; and

WHEREAS, during the period of suspension of water shutoff activities, the District reviewed its policy on the discontinuation of residential water service due to non-payment and revised the policy to better align with already existing District practices while also remaining compliant with SB 998.

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

Section 1. Resolution No. 2019-859 is rescinded.

Section 2. The Board hereby adopts the revised Discontinuation Of Residential Water Service For Non-Payment Policy ("Policy") as set forth in Exhibit "A" and related attachments attached hereto and incorporated herein by reference. The Policy shall be included along with existing District Ordinances, Resolutions and Policies regarding water service and water users.

Section 3. This Resolution is adopted and shall go into effect as of the date set forth below.

Section 4. To the extent the Policy conflicts with any provisions of existing Rubidoux Community Services District Ordinances, Resolutions or policies, the provisions of the Policy shall control.

Section 5. If any section, subsection, clause or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected thereby. The Board hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more

sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

Section 6. All of the foregoing Recitals are true and correct and the Board so finds and determines. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

ADOPTED, this 3rd day of February, 2022.

HANK TRUEBA, JR.
President

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution 2022-884 adopted by the Board of Directors of Rubidoux Community Services District at its regular meeting held February 3, 2022.

JEFFREY D. SIMS
Secretary-Manager

February 3, 2022

1 **RUBIDOUX COMMUNITY SERVICES DISTRICT**
2 **DISCONTINUATION OF RESIDENTIAL**
3 **WATER SERVICE FOR NON-PAYMENT POLICY**

4 1. **Application of Policy.** This Discontinuation of Residential Water Service for Non-
5 Payment Policy (this "Policy") shall apply to all District accounts for residential water
6 service, but shall not apply to any accounts for non-residential service. To the extent this
7 Policy conflicts with any provisions of the Rubidoux Community Services District's
8 ("District") existing Ordinances, Resolutions and Policies regarding water service and
9 water users, this Policy shall control.

10 2. **Contact Information.** For questions or assistance regarding a water bill, the
11 District's Customer Service staff can be reached at (951) 684-7580. Customers may also
12 visit the District's Customer Service desk in person Monday through Friday from 8:00 a.m.
13 to 5:00 p.m., except on District holidays.

14 3. **Billing Procedures.** Water service charges are payable to the District once every
15 month. All bills for water service are due and payable upon receipt and shall be
16 considered delinquent if not paid within ten (10) days from the bill date.

17 4. **Discontinuation of Water Service for Nonpayment.** If a bill is delinquent for at
18 least sixty (60) days, the District may discontinue water service to the service address.

19 4.1 Written Notice to Customer. The District will provide a written notice to the
20 customer of record, referred to as the Late Fee/Shutoff Notice, at least fifteen (15) days
21 before discontinuation of water service. The notice shall contain:

- 22 (a) the name and address of the customer;
- 23 (b) the amount of the delinquency;
- 24 (c) the date by which payment or payment arrangements must be made
25 to avoid discontinuation of service;
- 26 (d) a description of the procedure by which the customer may request
27 an alternative payment arrangement, which may include an
28 extension, amortization, deferred, alternative payment schedule, or
29 payment reduction;
- 30 (e) a description of the procedure to petition for bill review and appeal;
31 and

32 (f) the telephone number where the customer may request a payment
33 arrangement or receive additional information from the District.

34 4.2 Written Notice to Occupants or Tenants.

35 (a) If the District furnishes individually metered service to a single-family
36 dwelling, multi-unit residential structure, mobile home park, or farm labor camp, and the
37 property owner or manager is the customer of record, or if the customer of record's mailing
38 address is not the same as the service address, the District will also send a notice to the
39 occupants living at the service address at least fifteen (15) days before discontinuation of
40 water service. The notice will be addressed to "Occupant," will contain the information
41 required in Section 4.1 above, and will also inform the residential occupants that they
42 have the right to become customers of the District without being required to pay the
43 amount due on the delinquent account. Terms and conditions for occupants to become
44 customers of the District are provided in Section 8 below.

45 (b) If the District furnishes water to residences through a master meter,
46 the District will make a good faith effort, at least fifteen (15) days prior to termination, to
47 notify the residential occupants that the account is in arrears and the service will be
48 terminated on a date specified in the notice. The District will provide notice by either:
49 (i) mailing the notice to each residential unit; (ii) posting the notice on the door of each
50 residential unit, (iii) if providing notice to each unit is impracticable or infeasible, posting
51 two (2) copies of the notice in each accessible common area and at each point of access
52 to the structure or structures; or (iv) making some other good faith, reasonable effort to
53 provide written notice to the occupants. The notice will be addressed to "Occupant," will
54 contain the information required in Section 4.1 above, and will inform the residential
55 occupants that they have the right to become customers of the District without being
56 required to pay the amount due on the delinquent account. Terms and conditions for
57 occupants to become customers of the District are provided in Section 8 below.

58 4.3 Telephonic Notice. The District may also contact the customer named on
59 the account by telephone and offer to provide in writing to the customer a copy of this
60 Policy in addition to providing the same information as noted in Section 4.1(b)-(f).

61 4.4 Posting of Final Notice at Service Address. If payment has not been
62 received after receipt of the Late Fee/Shutoff Notice, or the Late Fee/Shutoff Notice was
63 returned through the mail as undeliverable, the District will visit the residence and leave,
64 or make other arrangements for placement in a conspicuous place, a red Final Shut Off
65 Notice and a copy of this Policy in English and Spanish, at least five (5) days before
66 discontinuation of service. Should the customer need a copy of this Policy in a language
67 other than English or Spanish, but otherwise required by the District as noted in Section
68 9, contact the customer service staff to request this Policy in the appropriate language.
69 The notice shall include:

- 70 (a) the name and address of the customer;
- 71 (b) the amount of the delinquency;
- 72 (c) the date by which payment must be made to avoid discontinuation of
73 service; and
- 74 (d) the telephone number where the customer may make their payment
75 or receive additional information from the District.

76 4.5 Late Fee. A Late Fee, as specified in District Ordinance No. 104, shall be
77 assessed and added to the outstanding balance on the customer's account if the
78 amount owing on that account is not paid before the initial written notice of disconnection
79 is generated. This fee is charged to recover a portion of the cost associated with
80 preparation and delivery of the notice.

81 4.6 Disconnection Deadline. Payment for water service charges must be
82 received in the District offices no later than 4:00 p.m. on the date specified in the notice
83 of disconnection. Postmarks are not acceptable.

84 4.7 Circumstances Under Which Service Will Not Be Discontinued. The District
85 will not discontinue residential water service for nonpayment under the following
86 circumstances:

- 87 (a) During an investigation by the District of a customer dispute or
88 complaint under Sections 5.1 and 5.2 below;
- 89 (b) During the pendency of an appeal to the District's Board of Directors
90 under Section 5.3 below; or
- 91 (c) During the period of time in which a customer's payment is subject
92 to a District-approved alternative payment arrangement under
93 Section 6 below, and the customer remains in compliance with the
94 approved payment arrangement.

95 4.8 Special Medical and Financial Circumstances Under Which
96 Services Will Not Be Discontinued.

- 97 (a) The District will not discontinue water service if all of the following
98 conditions are met:
- 99 (i) The customer, or a tenant of the customer, submits to the
100 District the certification of a licensed primary care provider that
101 discontinuation of water service will be life threatening to, or
102 pose a serious threat to the health and safety of, a resident of

103 the premises where residential service is provided (must
104 complete Form 998-A);

105 (ii) The customer demonstrates that he or she is financially
106 unable to pay for residential water service within the District's
107 normal billing cycle per the qualifications in Section 7.2 below
108 (must complete Form 998-B or 998-B2); and

109 (iii) The customer is willing to enter into an alternative payment
110 arrangement as described in Section 6 below, with respect to
111 the delinquent charges. The District's General Manager or
112 designee will select the most appropriate payment
113 arrangement, taking into consideration the information and
114 documentation provided by the customer (must complete
115 Form 998-C).

116 (b) The customer is responsible for demonstrating that the conditions in
117 subsection (a) have been met. Upon receipt of documentation from
118 the customer, which must be provided to the District at least forty-
119 eight (48) hours prior to the disconnection date, the District will
120 review the documentation within seven (7) days and: (1) will not
121 discontinue water service during this review period; (2) will notify the
122 customer of the alternative payment arrangement selected by the
123 District and request that the customer sign the agreement to
124 participate in the alternative arrangement (Form 998-C); (3) may
125 request additional information from the customer; or (4) notify the
126 customer that he or she does not meet the conditions in subsection
127 (a). The District reserves the right to extend the customer's
128 documentation submission period at the District's discretion.

129 (c) The District may discontinue water service if a customer who has
130 been granted an alternative payment arrangement under this section
131 fails to do any of the following for sixty (60) days or more: (a) to pay
132 any amount due under an alternative payment arrangement; or (b)
133 to pay current charges of subsequent bills for water service. The
134 District will post a final notice of intent to disconnect service in a
135 prominent and conspicuous location at the service address at least
136 five (5) business days before discontinuation of service. The final
137 notice will not entitle the customer to any investigation or review by
138 the District.

139 4.9 Time of Discontinuation of Service. The District will not discontinue water
140 service due to nonpayment on a Saturday, Sunday, legal holiday, or at any time during
141 which the District's office is not open to the public.

142 4.10 Restoration of Service. Customers whose water service has been
143 discontinued may contact the District by telephone or in person regarding restoration of
144 service. Restoration shall be subject to payment of: (a) any past-due amounts, including
145 applicable interest or penalties; (b) a reconnection fee of \$50.00 during normal operating
146 hours and \$100.00 during non-operating hours, with an annual adjustment for changes
147 in the Bureau of Labor Statistics' Consumer Price Index for all Urban Consumers
148 (CPI-U) beginning January 1, 2021, subject to the limitations in Section 7.1, if
149 applicable; (c) and a security deposit, if required by the District. Payment must be made
150 in cash or credit card. Check payments will not be accepted.

151 **5. Procedures to Contest or Appeal a Bill.**

152 5.1 Time to Initiate Complaint or Request an Investigation. A customer may
153 initiate a complaint or request an investigation regarding the amount of a bill no later
154 than five (5) days after receiving the Late Fee/Shutoff Notice.

155 5.2 Review by District. A timely complaint or request for investigation shall be
156 reviewed by a manager of the District, who shall provide a written determination to the
157 customer within ten (10) business days of receipt. The review will include consideration
158 of whether the customer may receive an alternative payment arrangement as described
159 in Section 6 below.

160 5.3 Appeal Hearing. Any customer whose timely complaint or request for an
161 investigation pursuant to this Section 5 has resulted in an adverse determination by the
162 District may appeal the determination. A written notice of appeal must be received by the
163 District within ten (10) business days of the District's mailing of its determination.
164 Following receipt of a request for an appeal or review, a hearing date shall be promptly
165 set before the General Manager, or their designee (the "Hearing Officer") within five (5)
166 business days. After evaluation of the evidence provided by the customer and the
167 information on file with the District concerning the water charges in question, the Hearing
168 Officer shall render a decision as to the accuracy of the water charges set forth on the bill
169 and shall provide the appealing customer with a brief written summary of the decision.

170 5.4 Appeal to Board of Directors. Any customer whose timely appeal hearing
171 pursuant to this Section 5 has resulted in an adverse determination by the Hearing Officer
172 may appeal the determination to the Board of Directors by filing a written notice of appeal
173 with the District Secretary within ten (10) business days of the District's mailing of its
174 determination, or may appeal in-person, orally, during a regularly scheduled board
175 meeting. Upon receiving the notice of appeal, the District Secretary will set the matter to

176 be heard at an upcoming Board meeting and mail the customer written notice of the time
177 and date of the hearing at least ten (10) days before the meeting. The customer will be
178 required to personally appear before the Board and present written or oral evidence or
179 reasons as to why the water charges on the bill in question are not accurate. The Board
180 shall evaluate the evidence presented by the customer, as well as the information on file
181 with the District concerning the water charges in question and render a decision as to the
182 accuracy of said charges. The decision of the Board shall be final.

183 **6. Alternative Payment Arrangements.**

184 6.1 Time to Request an Alternative Payment Arrangement. If a customer is
185 unable to pay a bill during the normal payment period, the customer may request an
186 extension or other alternative payment arrangement described in this Section 6. If a
187 customer submits a request within thirteen (13) days after mailing of the Late
188 Fee/Shutoff Notice by the District, the request will be reviewed by a manager of the
189 District. District decisions regarding extensions and other alternative payment
190 arrangements are final and are not subject to appeal to the District's Board of Directors.

191 6.2 Alternative Payment Schedule. If approved by the District, a customer may
192 pay the unpaid balance pursuant to an alternative payment schedule that will not exceed
193 twelve (12) months, or as determined by the District's General Manager or designee, in
194 their discretion. During the period of the alternative payment schedule, the customer
195 must remain current on all water service charges accruing during any subsequent billing
196 periods. The alternative payment schedule and amounts due will be set forth in writing
197 and provided to the customer for their required signature indicating agreement and
198 adherence to the schedule.

199 6.3 Failure to Comply. The customer must comply with the agreed upon
200 payment schedule and remain current as charges accrue in each subsequent billing
201 period. The customer may not request another payment schedule for any subsequent
202 unpaid charges while paying delinquent charges pursuant to a previously agreed upon
203 schedule. If the customer fails to comply with the terms of the agreed upon payment
204 schedule for a bill that is delinquent for sixty (60) days or more, the District may
205 discontinue water service to the customer's property. The District will post a final notice
206 of intent to disconnect service in a prominent and conspicuous location at the service
207 address at least five (5) business days before discontinuation of service. The final notice
208 will not entitle the customer to any investigation or review by the District.

209 6.4 Payment Reductions or Waivers. Reductions or waivers of water service
210 charges are not available at this time.

211 **7. Specific Programs for Low-Income Customers.**

212 7.1 Reconnection Fee Limits and Waiver of Interest. For residential customers
213 who demonstrate to the District a household income below 200 percent of the federal
214 poverty line, the District will:

215 (a) Limit any reconnection fees during normal operating hours to fifty
216 dollars (\$50), and during non-operational hours to one hundred
217 dollars (\$100). The limits will only apply if the District's reconnection
218 fees actually exceed these amounts. These limits are subject to an
219 annual adjustment for changes in the Bureau of Labor Statistics'
220 Consumer Price Index for All Urban Consumers (CPI-U) beginning
221 January 1, 2021.

222 (b) Waive interest charges on delinquent bills once every 12 months.
223 The District will apply the waiver to any interest charges that are
224 unpaid at the time of the customer's request.

225 7.2 Qualifications. The District will deem a residential customer to have a
226 household income below 200 percent of the federal poverty line if: (a) any member of the
227 household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal,
228 Supplemental Security Income/State Supplementary Payment Program, or California
229 Special Supplemental Nutrition Program for Women, Infants, and Children (Form 998-B),
230 or (b) the customer declares under penalty of perjury that the household's annual income
231 is less than 200 percent of the federal poverty level (Form 998-B2).

232 **8. Procedures for Occupants or Tenants to Become Customers of the District.**

233 8.1 Applicability. This Section 8 shall apply only when the property owner,
234 landlord, manager, or operator of a residential service address is listed as the customer
235 of record and has been issued a notice of intent to discontinue water service due to
236 nonpayment.

237 8.2 Agreement to District Terms and Conditions of Service. The District will
238 make service available to the occupants if each occupant agrees to the terms and
239 conditions of service and meets the requirements of the District's rules and regulations.
240 However, if at least one of the occupants is willing to assume responsibility for all
241 subsequent charges, or if there is a physical means of discontinuing service to those
242 occupants who do not meet the District's rules and requirements, then the District will
243 make service available to the occupants who do meet them.

244 8.3 Verification of Tenancy. To be eligible to become a customer without paying
245 the amount due on the delinquent account, the occupant shall verify that the delinquent
246 account customer of record is or was the landlord, manager, or agent of the dwelling.
247 Verification may include, but is not limited to, a lease or rental agreement, rent receipts,

248 a government document indicating that the occupant is renting the property, or
249 information disclosed pursuant to Section 1962 of the Civil Code, at the discretion of the
250 District.

251 8.4 Methods of Establishing Credit. If prior service for a period of time is a
252 condition for establishing credit with the District, residence and proof of prompt payment
253 of rent for that period of time is a satisfactory equivalent.

254 9. **Language for Certain Written Notices**. All written notices under Section 4 and
255 Section 6 of this Policy shall be provided in English, Spanish, Chinese, Tagalog,
256 Vietnamese, Korean, and any other language spoken by ten percent (10%) or more
257 people within the District's retail service area.

258 10. **Other Remedies**. In addition to discontinuation of water service, the District may
259 pursue any other remedies available in law or equity for nonpayment of water service
260 charges, including, but not limited to: securing delinquent amounts by filing liens on real
261 property, filing a claim or legal action, or referring the unpaid amount to collections. In the
262 event a legal action is decided in favor of the District, the District shall be entitled to the
263 payment of all costs and expenses, including attorneys' fees and accumulated interest.

264 11. **Discontinuation of Water Service for Other Customer Violations**. The District
265 reserves the right to discontinue water service for any violations per District ordinances,
266 rules, or regulations other than nonpayment.

267 12. **Decisions by District Staff**. Any decision which may be taken by the District's
268 General Manager under this Policy may be taken by their designee.

269 13. **Annual Disconnections Notice**. Annually, the District shall post on its website,
270 www.rcsd.org, and notify the Board, the total number of discontinuations of residential
271 water service due to the inability to pay.



RUBIDOUX COMMUNITY SERVICES DISTRICT CERTIFICATION OF PRIMARY CARE PROVIDER

3590 Rubidoux Blvd., Jurupa Valley, CA 92509

P. (951) 684-7580 F. (951) 369-4061 E. admin@rcsd.org W. www.rcsd.org

Section Completed by Account Holder

Account Number

Service Address

Account Holder Name

Number of Members in Household

Date of Billing Seeking Payment Arrangement

Amount of Bill Seeking Payment Arrangement

I, the account holder, certify under penalty of perjury that the above-named person receiving primary care resides at the service address.

Account Holder Signature

Phone Number

Section Completed by Primary Care Provider

Name of Primary Care Provider

Name of Clinic or Medical Facility

Clinic Address

Clinic Phone Number

National Provider Identifier

Person Receiving Primary Care

I, the primary care provider, certify under penalty of perjury that I provide care to the above-named person and that discontinuation of water service to this person would be life threatening or pose a serious threat to their health and safety.

Primary Care Provider Signature

Section Completed by District

Date & Time Received	Received By	Completed



RUBIDOUX COMMUNITY SERVICES DISTRICT CERTIFICATION OF FINANCIAL HARDSHIP

3590 Rubidoux Blvd., Jurupa Valley, CA 92509

P. (951) 684-7580 F. (951) 369-4061 E. admin@rcsd.org W. www.rcsd.org

Section Completed by Account Holder

Account Number

Service Address

Account Holder Name

Number of Members in Household

Date of Billing Seeking Payment Arrangement

Amount of Bill Seeking Payment Arrangement

1. Which of the following forms of assistance are currently utilized by the household?
(Only one member of the household need provide proof of assistance to complete this form)

Assistance	Recipient(s) Name	Proof Required
Medi-Cal		Notice of Action from Riverside County Dept. of Public Social Services
Supplemental Security Income/SSP		Social Security Benefit Verification Letter
CalWorks		Notice of Action from Riverside County Dept. of Public Social Services
CalFresh		Notice of Action from Riverside County Dept. of Public Social Services
General Assistance		Notice of Action from Riverside County Dept. of Public Social Services
WIC		WIC Card + Valid California ID
(None)		Declaration of Household Income – Form 998-B2

2. Certificate of Financial Hardship

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the recipient of the above-indicated assistance, that I have provided proof of this, and that I am a member of household of the service address indicated above.

Recipient Name

Account Holder Name

Section Completed by District

Date & Time Received	Received By	Completed



RUBIDOUX COMMUNITY SERVICES DISTRICT DECLARATION OF HOUSEHOLD INCOME

3590 Rubidoux Blvd., Jurupa Valley, CA 92509

P. (951) 684-7580 F. (951) 369-4061 E. admin@rcsd.org W. www.rcsd.org

Section Completed by Account Holder

Household Income Guidelines Effective January 12, 2022									
Number of People in Household	1	2	3	4	5	6	7	8	Each Additional Person
Maximum Gross Household Income	\$27,180	\$36,620	\$46,060	\$55,500	\$64,940	\$74,380	\$83,820	\$93,260	\$9,440

LIST OF HOUSEHOLD INCOME					
List all household members currently residing at the service address, regardless of their earning status. (Unearned income may include monies from spouse/partner, SSI/SSD, welfare benefits, unemployment, student grants, rental income, interest, dividends, cash, and/or gifts)					
Current Household Members (Last Name, First Name)	Relationship	Age	Employed? (Yes/No)	Employment Income (Monthly)	Unearned Income (Monthly)
1.	Head of Household				
2.					
3.					
4.					
5.					
6.					
7.					
8.					
Employment and Unearned Income Totals:					

DECLARATION OF HOUSEHOLD INCOME (All household members 18 years of age or older must sign this declaration)		
I, the undersigned, declare under penalty of perjury under the laws of the State of California that the above information is true and correct.		
Print Name	Signature	Relationship
1.		Head of Household
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Section Completed by District

Date & Time Received	Received By	Completed



RUBIDOUX COMMUNITY SERVICES DISTRICT AGREEMENT FOR PAYMENT ARRANGEMENT

3590 Rubidoux Blvd., Jurupa Valley, CA 92509

P. (951) 684-7580 F. (951) 369-4061 E. admin@rcsd.org W. www.rcsd.org

This Installment Payment Agreement (Agreement) is entered into by and between the Rubidoux Community Services District (District), a community services district formed and operating pursuant to the provisions of Government Code Section 61000 et seq., and _____ (Customer).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

1. District provides water, wastewater, and solid waste disposal services to parcels of real property located within its jurisdictional boundaries, including the real property owned or rented by:

Customer Name: _____

Service Address: _____ Jurupa Valley, CA 92509

2. The District's Ordinances and / or Resolutions provide for payment of monthly bills for water, wastewater, and solid waste disposal services.
3. The District's Ordinances and / or Resolutions further state that if the bill is not paid and becomes delinquent, utility service may be shut off and additional fees may be charged. When service is disconnected due to non-payment of bills, service may not be resumed until payment of all charges and fees is received.

4. Customer has one utility account with the District.
 - a. Account No. _____ is in delinquent status.
 - b. As of the date of this Agreement, Customer's delinquent amount owed is:
\$_____.

5. Customer has requested that this delinquent amount be paid in installments.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals contained herein, District and Customer agree as follows:

1. The amount of the delinquency of Account No. _____ is \$_____.

2. District hereby agrees to waive its right to full and immediate payment of the delinquent utility charges in consideration for which Customer agrees to maintain Account No. _____ in current status and to make installment payments to the District in the total amount of the balance due as specified above by paying monthly installment amounts as described in accompanying **Form 998-C2**.

3. Should Customer default in the performance of its promises to pay installment payments as specified in this Agreement pursuant to **Form 998-C2**, or materially breaches any of the other provisions of this Agreement, Customer agrees that the District may, at its option, immediately terminate utility service to property by giving written notice to Customer. Customer waives any and all other notification procedures and processes. District, at its sole discretion, may require Customer to pay the entire delinquent amount in full prior to reactivation.

Account Holder Name

District General Manager Name

Account Holder Signature

District General Manager Signature

Date

Date



RUBIDOUX COMMUNITY SERVICES DISTRICT PAYMENT INSTALLMENT SCHEDULE

3590 Rubidoux Blvd., Jurupa Valley, CA 92509

P. (951) 684-7580 F. (951) 369-4061 E. admin@rcsd.org W. www.rcsd.org

Account No. _____

Delinquent Amount _____

Payment #	Minimum Payment Amount	Due Date	Remaining Balance After Payment
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			

RESOLUTION 2019-859

A RESOLUTION OF THE BOARD OF DIRECTORS
OF RUBIDOUX COMMUNITY SERVICES
DISTRICT ADOPTING A POLICY ON THE
DISCONTINUATION OF RESIDENTIAL WATER
SERVICE DUE TO NON-PAYMENT

WHEREAS, Rubidoux Community Services District ("District") is an urban supplier of water to a population of over 36,000; and

WHEREAS, the District has adopted and revised, from time to time, Ordinances, Resolutions and Policies regarding water service and water users; and

WHEREAS, California Senate Bill 998 ("SB 998") was recently signed into law and sets forth new and expanded requirements that utilities must follow prior to discontinuing residential water service due to non-payment. SB 998 provides that public water systems that supply water to more than 200 service connections are required to have a written policy on discontinuation of water service to certain types of residences, due to nonpayment, and to make such policies available to customers in prescribed languages; and

WHEREAS, SB 998 requires an urban water supplier, such as the District, to comply with the bill's provisions on and after February 1, 2020; and

WHEREAS, the Board desires to adopt a policy on the discontinuation of water service in order to comply with SB 998 and to include this separate policy along with existing District

Ordinances, Resolutions and Policies regarding water service and water users.

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

Section 1. The Board hereby adopts the Discontinuation Of Residential Water Service For Non-Payment Policy ("Policy") as set forth in Exhibit "A" attached hereto and incorporated herein by reference. The Policy shall be included along with existing District Ordinances, Resolutions and Policies regarding water service and water users.

Section 2. This Resolution is adopted as of the date set forth below and the Policy shall go into effect as of February 1, 2020.

Section 3. To the extent the Policy conflicts with any provisions of existing Rubidoux Community Services District Ordinances, Resolutions or policies, the provisions of the Policy shall control.

Section 4. If any section, subsection, clause or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected thereby. The Board hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more

sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

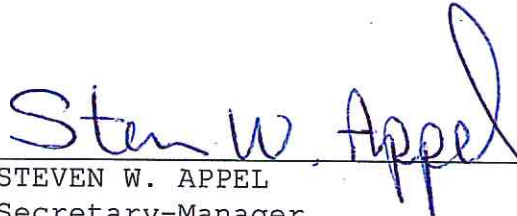
Section 5. All of the foregoing Recitals are true and correct and the Board so finds and determines. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

ADOPTED, this 19th day of December, 2019.



Armando Muniz.
President

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution 2019-859 adopted by the Board of Directors of Rubidoux Community Services District at its regular meeting held December 19, 2019.



STEVEN W. APPEL
Secretary-Manager

December 19, 2019

RUBIDOUX COMMUNITY SERVICES DISTRICT DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NON-PAYMENT POLICY

1. **Application of Policy.** This Discontinuation of Residential Water Service for Non-Payment Policy (this "Policy") shall apply to all District accounts for residential water service, but shall not apply to any accounts for non-residential service. To the extent this Policy conflicts with any provisions of the Rubidoux Community Services District's ("District") existing Ordinances, Resolutions and Policies regarding water service and water users, this Policy shall control.

2. **Contact Information.** For questions or assistance regarding a water bill, the District's Customer Service staff can be reached at (951) 684-7580. Customers may also visit the District's Customer Service desk in person Monday through Friday from 8:00 a.m. to 5:00 p.m., except on District holidays.

3. **Billing Procedures.** Water service charges are payable to the District once every month. All bills for water service are due and payable upon receipt and shall be considered delinquent if not paid within ten (10) days from the bill date.

4. **Discontinuation of Water Service for Nonpayment.** If a bill is delinquent for at least sixty (60) days, the District may discontinue water service to the service address.

4.1 Written Notice to Customer. The District will provide a written notice to the customer of record at least fifteen (15) days before discontinuation of water service. The notice shall contain:

- (a) the name and address of the customer;
- (b) the amount of the delinquency;
- (c) the date by which payment or payment arrangements must be made to avoid discontinuation of service; and
- (d) a description of the procedure by which the customer may request an alternative payment arrangement as described in Section 6 below.

4.2 Written Notice to Occupants or Tenants.

(a) If the District furnishes individually metered service to a single-family dwelling, multi-unit residential structure, mobile home park, or farm labor camp, and the property owner or manager is the customer of record, or if the customer of record's mailing address is not the same as the service address, the District will also send a notice to the occupants living at the service address at least fifteen (15) days before discontinuation of water service. The notice will be addressed to "Occupant," will contain the information

required in Section 4.1 above, and will also inform the residential occupants that they have the right to become customers of the District without being required to pay the amount due on the delinquent account. Terms and conditions for occupants to become customers of the District are provided in Section 8 below.

(b) If the District furnishes water to residences through a master meter, the District will make a good faith effort, at least fifteen (15) days prior to termination, to notify the residential occupants that the account is in arrears and the service will be terminated on a date specified in the notice. The District will provide notice by either: (i) mailing the notice to each residential unit; (ii) posting the notice on the door of each residential unit, (iii) if providing notice to each unit is impracticable or infeasible, posting two (2) copies of the notice in each accessible common area and at each point of access to the structure or structures; or (iv) making some other good faith, reasonable effort to provide written notice to the occupants. The notice will be addressed to "Occupant," will contain the information required in Section 4.1 above, and will inform the residential occupants that they have the right to become customers of the District without being required to pay the amount due on the delinquent account. Terms and conditions for occupants to become customers of the District are provided in Section 8 below.

4.3 In-Person or Telephonic Notice. The District will also make a reasonable, good faith effort to contact the customer of record or an adult person living at the service address in person or by telephone at least seven (7) days before discontinuation of service. The District will offer to provide in writing a copy of this Policy and to discuss options to avert discontinuation of water service for nonpayment, including the possibility of an alternative payment arrangement as described in Section 6 below.

4.4 Posting of Notice at Service Address. If the District is unable to make contact with the customer or an adult person living at the service address in person or by telephone, the District will make a good faith effort to leave a notice of imminent discontinuation of residential service and a copy of this Policy in a conspicuous place at the service address. The notice and copy of this Policy will be left at the residence at least forty-eight (48) hours before discontinuation of service. The notice shall include:

- (a) the name and address of the customer;
- (b) the amount of the delinquency;
- (c) the date by which payment or payment arrangements must be made to avoid discontinuation of service;
- (d) a description of the procedure by which the customer may request an alternative payment arrangement, which may include an extension, or alternative payment schedule as described in Section 6 below.

4.5 Late Fee. A Late Fee, as specified in District Ordinance No. 104, shall be assessed and added to the outstanding balance on the customer's account if the amount owing on that account is not paid before the initial written notice of disconnection

is generated. This fee is charged to recover a portion of the cost associated with preparation and delivery of the notice.

4.6 Disconnection Deadline. Payment for water service charges must be received in the District offices no later than 5:00 p.m. on the date specified in the notice of disconnection. Postmarks are not acceptable.

4.7 Circumstances Under Which Service Will Not Be Discontinued. The District will not discontinue residential water service for nonpayment under the following circumstances:

- (a) During an investigation by the District of a customer dispute or complaint under Sections 5.1 and 5.2 below;
- (b) During the pendency of an appeal to the District's Board of Directors under Section 5.3 below; or
- (c) During the period of time in which a customer's payment is subject to a District-approved alternative payment arrangement under Section 6 below, and the customer remains in compliance with the approved payment arrangement.

4.8 Special Medical and Financial Circumstances Under Which Services Will Not Be Discontinued.

- (a) The District will not discontinue water service if all of the following conditions are met:
 - (i) The customer, or a tenant of the customer, submits to the District the certification of a licensed primary care provider that discontinuation of water service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided;
 - (ii) The customer demonstrates that he or she is financially unable to pay for residential water service within the District's normal billing cycle per the qualifications in Section 7.2 below; and
 - (iii) The customer is willing to enter into an alternative payment arrangement as described in Section 6 below, with respect to the delinquent charges. The District's General Manager or designee will select the most appropriate payment arrangement, taking into consideration the information and documentation provided by the customer.

- (b) The customer is responsible for demonstrating that the conditions in subsection (a) have been met. Upon receipt of documentation from the customer, which must be provided to the District at least forty-eight (48) hours prior to the disconnection date, the District will review the documentation within seven (7) days and: (1) will not discontinue water service during this review period; (2) will notify the customer of the alternative payment arrangement selected by the District and request that the customer sign the agreement to participate in the alternative arrangement; (3) may request additional information from the customer; or (4) notify the customer that he or she does not meet the conditions in subsection (a). The District reserves the right to extend the customer's documentation submission period at the District's discretion.

- (c) The District may discontinue water service if a customer who has been granted an alternative payment arrangement under this section fails to do any of the following for sixty (60) days or more: (a) to pay any amount due under an alternative payment arrangement; or (b) to pay current charges of subsequent bills for water service. The District will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the District.

4.9 Time of Discontinuation of Service. The District will not discontinue water service due to nonpayment on a Saturday, Sunday, legal holiday, or at any time during which the District's office is not open to the public.

4.10 Restoration of Service. Customers whose water service has been discontinued may contact the District by telephone or in person regarding restoration of service. Restoration shall be subject to payment of: (a) any past-due amounts, including applicable interest or penalties; (b) a reconnection fee of \$50.00 during normal operating hours and \$100.00 during non-operating hours, with an annual adjustment for changes in the Bureau of Labor Statistics' Consumer Price Index for all Urban Consumers (CPI-U) beginning January 1, 2021, subject to the limitations in Section 7.1, if applicable; (c) and a security deposit, if required by the District. Payment must be made in cash or credit card. Check payments will not be accepted.

5. Procedures to Contest or Appeal a Bill.

5.1 Time to Initiate Complaint or Request an Investigation. A customer may initiate a complaint or request an investigation regarding the amount of a bill within fifteen (15) days of receiving a disputed bill. For purposes of this Section 5.1 only, a bill shall be deemed received by a customer five (5) days after mailing and immediately upon e-mailing.

5.2 Review by District. A timely complaint or request for investigation shall be reviewed by a manager of the District, who shall provide a written determination to the customer. The review will include consideration of whether the customer may receive an alternative payment arrangement as described in Section 6 below.

5.3 Appeal Hearing. Any customer whose timely complaint or request for an investigation pursuant to this Section 5 has resulted in an adverse determination by the District may appeal the determination. A written notice of appeal must be received by the District within ten (10) business days of the District's mailing of its determination. Following receipt of a request for an appeal or review, a hearing date shall be promptly set before the General Manager, or his or her designee (the "Hearing Officer"). After evaluation of the evidence provided by the customer and the information on file with the District concerning the water charges in question, the Hearing Officer shall render a decision as to the accuracy of the water charges set forth on the bill and shall provide the appealing customer with a brief written summary of the decision.

5.4 Appeal to Board of Directors. Any customer whose timely appeal hearing pursuant to this Section 5 has resulted in an adverse determination by the Hearing Officer may appeal the determination to the Board of Directors by filing a written notice of appeal with the District Secretary within ten (10) business days of the District's mailing of its determination, or may appeal in-person, orally, during a regularly scheduled board meeting. Upon receiving the notice of appeal, the District Secretary will set the matter to be heard at an upcoming Board meeting and mail the customer written notice of the time and date of the hearing at least ten (10) days before the meeting. The customer will be required to personally appear before the Board and present written or oral evidence or reasons as to why the water charges on the bill in question are not accurate. The Board shall evaluate the evidence presented by the customer, as well as the information on file with the District concerning the water charges in question and render a decision as to the accuracy of said charges. The decision of the Board shall be final.

6. Alternative Payment Arrangements.

6.1 Time to Request an Alternative Payment Arrangement. If a customer is unable to pay a bill during the normal payment period, the customer may request an extension or other alternative payment arrangement described in this Section 6. If a customer submits a request within thirteen (13) days after mailing of a written notice of discontinuation of service by the District, the request will be reviewed by a manager of the District. District decisions regarding extensions and other alternative payment arrangements are final and are not subject to appeal to the District's Board of Directors.

6.2 Alternative Payment Schedule. If approved by the District, a customer may pay the unpaid balance pursuant to an alternative payment schedule that will not exceed twelve (12) months as determined by the District's General Manager or designee, in his or her discretion. During the period of the alternative payment schedule, the customer must remain current on all water service charges accruing during any subsequent billing periods. The alternative payment schedule and amounts due will be set forth in writing

and provided to the customer for their required signature indicating agreement and adherence to the schedule.

6.3 Failure to Comply. The customer must comply with the agreed upon payment schedule and remain current as charges accrue in each subsequent billing period. The customer may not request another payment schedule for any subsequent unpaid charges while paying delinquent charges pursuant to a previously agreed upon schedule. If the customer fails to comply with the terms of the agreed upon payment schedule for a bill that is delinquent for sixty (60) days or more, the District may discontinue water service to the customer's property. The District will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the District.

6.4 Payment Reductions or Waivers. Reductions or waivers of water service charges are not available at this time.

7. Specific Programs for Low-Income Customers.

7.1 Reconnection Fee Limits and Waiver of Interest. For residential customers who demonstrate to the District a household income below 200 percent of the federal poverty line, the District will:

- (a) Limit any reconnection fees during normal operating hours to fifty dollars (\$50), and during non-operational hours to one hundred dollars (\$100). The limits will only apply if the District's reconnection fees actually exceed these amounts. These limits are subject to an annual adjustment for changes in the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) beginning January 1, 2021.
- (b) Waive interest charges on delinquent bills once every 12 months. The District will apply the waiver to any interest charges that are unpaid at the time of the customer's request.

7.2 Qualifications. The District will deem a residential customer to have a household income below 200 percent of the federal poverty line if: (a) any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level.

8. Procedures for Occupants or Tenants to Become Customers of the District.

8.1 Applicability. This Section 8 shall apply only when the property owner, landlord, manager, or operator of a residential service address is listed as the customer of record and has been issued a notice of intent to discontinue water service due to nonpayment.

8.2 Agreement to District Terms and Conditions of Service. The District will make service available to the occupants if each occupant agrees to the terms and conditions of service and meets the requirements of the District's rules and regulations. However, if at least one of the occupants is willing to assume responsibility for all subsequent charges, or if there is a physical means of discontinuing service to those occupants who do not meet the District's rules and requirements, then the District will make service available to the occupants who do meet them.

8.3 Verification of Tenancy. To be eligible to become a customer without paying the amount due on the delinquent account, the occupant shall verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code, at the discretion of the District.

8.4 Methods of Establishing Credit. If prior service for a period of time is a condition for establishing credit with the District, residence and proof of prompt payment of rent for that period of time is a satisfactory equivalent.

9. **Language for Certain Written Notices**. All written notices under Section 4 and Section 6 of this Policy shall be provided in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by ten percent (10%) or more people within the District's retail service area.

10. **Other Remedies**. In addition to discontinuation of water service, the District may pursue any other remedies available in law or equity for nonpayment of water service charges, including, but not limited to: securing delinquent amounts by filing liens on real property, filing a claim or legal action, or referring the unpaid amount to collections. In the event a legal action is decided in favor of the District, the District shall be entitled to the payment of all costs and expenses, including attorneys' fees and accumulated interest.

11. **Discontinuation of Water Service for Other Customer Violations**. The District reserves the right to discontinue water service for any violations per District ordinances, rules, or regulations other than nonpayment.

12. **Decisions by District Staff**. Any decision which may be taken by the District's General Manager under this Policy may be taken by his or her designee.

13. **Annual Disconnections Notice**. Annually, the District shall post on its website, www.rcsd.org, and notify the Board, the total number of discontinuations of residential water service due to the inability to pay.

10. CONSIDER APPROVAL OF THE NOTICE OF CALIFORNIA ENVIRONMENTAL QUALITY ACT CATEGORICAL EXEMPTION FOR LOCAL AGENCY FORMATION COMMISSION BOUNDARY ADJUSTMENTS AND AUTHORIZATION FOR STAFF TO FILE IT WITH THE APPROPRIATE AGENCIES: **DM 2022-08**

Rubidoux Community Services District

Board of Directors

Hank Trueba Jr, President
Bernard Murphy, Vice-President
John Skerbelis
Armando Muniz
F. Forest Trowbridge

General Manager

Jeffrey D. Sims



Water Resource Management Refuse Collection Street Lights Fire / Emergency Services Weed Abatement

DIRECTORS MEMORANDUM 2022-08

February 3, 2020

To: Rubidoux Community Services District
 Board of Directors

Subject: Consider Approval of the Notice of California Environmental Quality Act Categorical Exemption for Local Agency Formation Commission) Boundary Adjustments and Authorization for Staff to File it with the Appropriate Agencies

BACKGROUND:

As the Board may recall, the Rubidoux Community Services District ("District") is in the process of adjusting its boundaries in the "fringe" areas between it and neighboring Districts, namely Jurupa Community Services District (JCSD), West Valley Water District (WVWD) and Riverside Public Utilities (RPU). These are herein after referred to as "Neighboring Agencies". This effort also includes the District annexing into the District areas that are not within the District but which the District completely encircles. These areas are commonly referred to as "Donut Holes".

The aforementioned "fringe" areas are areas along the District's boundary where there's been historical service of water and / or sewer by the District for properties within a Neighboring Agency's legal boundary. They also include areas that are within the District's legal boundaries that are serviced by a Neighboring Agency. The District has negotiated with the Neighboring Agencies to confirm concurrence with adjusting these services so each Agency is serving customers that are within their legal boundaries after the Boundary Adjustments are made.

Categorical exemptions are identified in Section 15300 of the State CEQA Guidelines as "*a list of classes of projects which have been determined not to have a significant effect on the environment and which shall, therefore, be exempt from the provision of CEQA.*" To determine whether a project is categorically exempt from CEQA, certain findings must be made for a project to verify it qualifies for a specific exemption class and can appropriately be exempted from the requirement for the preparation of a higher-level environmental document.

District staff finds the proposed boundary adjustments has no environmental impact as the proposed boundary adjustments only adjusts service boundaries to put customers correctly into the boundary of the Agency providing the actual service. Given there is no environmental impact associated with this effort, the District meets the requirements for filing a Categorical Exemption under CEQA. Donut Hole areas within the District will be added to the District's service area potentially bringing new customers to the District if these parcels are ever developed. These areas are small and comprised of single lots or slightly larger areas that could be subdivided in the future. When these areas are developed the owner will be responsible for analyzing its projects environmental impacts pursuant to CEQA. In their current state there is no environmental impact pursuant to CEQA to include these areas into the Boundary of the District.

RECOMMENDATION

Staff recommends the Board of Directors to:

1. Find in its sole discretion the Project meets the requirements for a Categorical Exemption for both Class 1 and Class 3 Exemptions (CEQA Section 15301(b) and Section 15303(e)) appropriate for the project.
2. Authorize the General Manager or designee to sign the NoE.
3. Direct staff to file the NoE with appropriate agencies.

Respectfully,



JEFFREY D. SIMS, P.E.
General Manager

Attach:

Notice of Exemption

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: Riverside
2724 Gateway Drive
Riverside, CA 92507

From: (Public Agency): Rubidoux Community Services District
3590 Rubidoux Boulevard
Jurupa Valley, CA 92509
(Address)

Project Title: Local Agency Formation Commission Boundary Adjustment

Project Applicant: Rubidoux Community Services District

Project Location - Specific:
Project is located District-Wide in that it is merely a cleanup of exiting boundaries to align actual customers with the correct Districts.

Project Location - City: Jurupa Valley Project Location - County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:
Installation of 3 Water Filtration Vessels on existing asphalt concrete area of the Anita B. Smith Filtration Plant Site. Vessels will provide water purification prior to entering into the drinking water system. Project site is owned and operated by Rubidoux Community Services District.

Name of Public Agency Approving Project: Rubidoux Community Services District

Name of Person or Agency Carrying Out Project: Rubidoux Community Services District

- Exempt Status: (check one):
[] Ministerial (Sec. 21080(b)(1); 15268);
[] Declared Emergency (Sec. 21080(b)(3); 15269(a));
[] Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
[] Categorical Exemption. State type and section number:
[] Statutory Exemptions. State code number: 15301, Class 1 Type f

Reasons why project is exempt:
This is merely a re-adjustment of the District's Boundary in order to match the boundary with the properties that are being served by the District and to add in areas within the District's overall boundary which are not currently within the District. No land will be disturbed, therefore there is no environmental impact.

Lead Agency
Contact Person: Ted Beckwith, Director of Engineering Area Code/Telephone/Extension: (951) 684-7580

- If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: Date: Title:

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at OPR:
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.



11. FIRST READING OF ORDINANCE NO. 2021-129 AN ORDINANCE TO
IMPLEMENT REQUIREMENTS OF SB 1383:

· **DM 2022-09**

Rubidoux Community Services District

Board of Directors

Hank Trueba Jr., President
Bernard Murphy, Vice-President
Armando Muniz
F. Forest Trowbridge
John Skerbelis

General Manager
Jeffrey D. Sims



Water Resource Management Refuse Collection Street Lights Fire / Emergency Services Weed Abatement

DIRECTORS MEMORANDUM 2022-09

February 3, 2022

To: Rubidoux Community Services District
 Board of Directors

Subject: First Reading of Ordinance No. 2021-129 An Ordinance To Implement Requirements of SB 1383

BACKGROUND:

At the December 16, 2021, regular Board Meeting of Rubidoux Community Services District ("District"), Directors Memorandum 2021-85 was presented for the First Reading of Ordinance 2021-129, attached. Upon the reading of Ordinance 2021-129, the Board requested a continuance of the First Reading to provide time for staff to make modifications to the proposed Ordinance. Subsequently, the Ordinance was modified by Staff and presented to the Solid Waste Committee on January 20, 2022. Modifications included -

- a) Language limiting inspection access by the District on residential property.
- b) Modification of penalty amounts the District may impose on customers to match the MINIMUM fines contained in Senate Bill 1383.

Presented today is Ordinance 2021-129 with additional minor edits requested by the Solid Waste Committee (noted in red) on pages 19 and 20.

The following schedule is proposed for passing, approving, and adopting Ordinance No. 2021-129:

- February 3, 2022 – First reading of Ordinance 2021-129
- Prepare Notice of Public Hearing for Publication in Press Enterprise and RCSD website no later than February 7th, 2022.

- February 17th, 2022 – Hold Second Reading and hold Public Hearing for approval and Adoption of Ordinance 2021-129.

RECOMMENDATION:

Staff recommends the Board of Directors authorize the General Manager to:

1. Schedule the Second Reading of Ordinance No. 2021-129 entitled – “An Ordinance of the Board of Directors of Rubidoux Community Services District Adopting Mandatory Organic Waste Disposal Reduction And Making A Determination Of Exemption Under CEQA Guidelines Sections 15061(B)(3) and 15308” for February 17, 2022.
2. Schedule the Public Hearing for Adoption of Ordinance No. 2021-129 at the regular Board Meeting for February 17, 2022.

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attach:

DM 2021-85; December 16, 2021
Ordinance No. 2021-129

Rubidoux Community Services District

Board of Directors

John Skerbelis
Hank Trueba Jr.
Armando Muniz
Bernard Murphy
F. Forest Trowbridge

General Manager
Jeffrey D. Sims



Water Resource Management Refuse Collection Street Lights Fire / Emergency Services Weed Abatement

DIRECTORS MEMORANDUM 2021-85

December 16, 2021

To: Rubidoux Community Services District
 Board of Directors

Subject: Consider Ordinance No. 2021-129 An Ordinance To Implement Requirements of SB 1383

BACKGROUND:

Rubidoux Community Services District ("District") provides solid waste collection for customers within its service boundaries. The District accomplishes this service through an agreement with Burrtec Waste Industries, Inc. ("Burrtec"). The current District-Burrtec agreement has been in place since January 1, 2008. This agreement has a 5-year wind down period after notice of non-renewal is provided on or before December 31 of a year. To date neither the District nor Burrtec has provided a written notice of non-renewal to initiate the wind down period.

Each spring the District and Burrtec review rates Burrtec will charge the District. Once finalized the District goes through a Prop 218 process to establish adjusted rates starting each July 1. Per the agreement Burrtec can adjust rates annually linked to the local consumer price index, plus direct pass-through costs paid to the County for tipping fees. The District does billings and provides customer service. To cover these expenses the District receives \$0.25 per residential customer per month and 10% of the commercial account revenues.

On September 19, 2016 Senate Bill 1383 ("SB 1383"), the Short-lived Climate Pollutant Reduction Act, was signed into law mandating all jurisdictions providing solid waste collection to adopt an organic recycling ordinance. The main goal of SB 1383 is to reduce organic waste disposal by 75 percent and increase edible food recovery by 20 percent by year 2025. This legislation requires businesses, multi-family dwellings, and single-family residential properties to have access to recycling programs that collect food waste, green waste, wood waste, and fibers such as paper and cardboard.

The State of California relies on the California Department of Resources Recycling and Recovery, known as CalRecycle, a department within the California Environmental Protection Agency to develop regulations associated with waste and recycling laws passed by the legislature.

To comply with SB 1383 the District is mandated to:

- Provide organic waste collection services to all District solid waste customers including green waste, wood waste, food waste, etc.; and
- Implement an edible food recovery program recovering edible food from commercial edible food generators; and
- Provide education and outreach to haulers, generators, and edible food recovery organizations; and
- Procure recycled organic waste products such as compost, renewable gas, and mulch; and
- Plan and secure access for recycling and increasing edible food recovery capacity; and
- Monitor compliance efforts and conduct enforcement for annual reporting requirements.

A summary of SB 1383 requirements prepared by Burrtec is attached.

CalRecycle mandates every entity providing solid waste services to adopt a mandatory recycling ordinance. The ordinance will enable entities authority to enact and enforce organics recycling on customers. The District has been working with Burrtec and the City of Jurupa Valley on implementing the necessary ordinance and has advised CalRecycle of the intent to have the Ordinance in place no later than the District's first Board Meeting in February 2022. CalRecycle may assess fines up to \$10,000 per day for non-compliance with requirements of SB 1383 in the absence of a good-faith effort by the District.

Ordinance No. 2021-129 is the District's first step toward compliance with SB 1383 requirements. Over the next 3 to 6 months the District, City of Jurupa Valley, and Burrtec will coordinate on future implementation to avoid duplicative administrative efforts. The goal will be to find the most cost-effective way to implement Ordinance No. 2021-129 while complying with SB 1383 requirements.

Proposed Ordinance No. 2021-129 is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15061(B)(3) and 15308 because it can be seen with certainty there is no possibility these regulations will have a significant negative effect on the environment.

The financial effect of adopting Ordinance No. 2021-129 is undetermined. Given administrative and programmatic efforts required to implement the requirements of SB 1383, it is more likely than not customer rates will increase. As staff coordinates with the City of Jurupa Valley and Burrtec the goal of staff is to find ways to mitigate the increases by finding ways to partner with the City of Jurupa Valley and Burrtec to minimize if not eliminate duplicative efforts conducted by Burrtec on behalf of both entities.

The first step towards implementation is for the Board of Directors to conduct a first reading of Ordinance No. 2021-129 with final adoption at the January 20, 2022 Board Meeting.

RECOMMENDATION:

Staff recommends the Board of Directors:

1. Conduct a first reading of Ordinance No. 2021-129 entitled – “An Ordinance of the Board of Directors of Rubidoux Community Services District Adopting Mandatory Organic Waste Disposal Reduction And Making A Determination Of Exemption Under CEQA Guidelines Sections 15061(B)(3) and 15308”.
2. Schedule Public Hearing and second reading of Ordinance No. 2021-129 at the regular Board Meeting scheduled for January 20, 2022.

Respectfully,

JEFFREY D. SIMS, P. E.
General Manager

Attach:

SB 1383 Summary Outline
Ordinance No. 2021-129

ORDINANCE NO. 2021-129

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF
THE RUBIDOUX COMMUNITY SERVICES DISTRICT
ADOPTING MANDATORY ORGANIC WASTE DISPOSAL
REDUCTION, AND MAKING A DETERMINATION OF
EXEMPTION UNDER CEQA GUIDELINES SECTIONS
15061(B)(3) AND 15308**

**THE BOARD OF DIRECTORS OF THE RUBIDOUX COMMUNITY SERVICES
DISTRICT DOES ORDAIN AS FOLLOWS:**

Section 1. The following ordinance establishing provisions concerning Mandatory Waste Disposal Reduction are hereby adopted to read as follows:

Chapter 1: Definitions

For the purposes of this Chapter, the following words, terms, phrases, and their derivations have the meanings given herein. Terms not defined in this section and defined elsewhere in this Code shall have the same meanings herein unless the context otherwise requires. In the event of a conflict between a definition in this Code and a definition in 14 CCR Section 18982, the definitions in Section 18982 shall control for the purposes of this Chapter. Additionally, for the purposes of this Chapter, the definitions in 14 CCR Section 18982 shall control for terms used in this Chapter and not defined in this Code. When consistent with the context, words used in the present tense include the future tense, and words in the singular number include the plural number. Unless otherwise specified herein, references to a statute or regulation means the statute or regulation, as amended, supplemented, superseded, and replaced from time to time.

A. “CalRecycle” means the California Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on the District (and others).

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

C. “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Residential Dwelling; or, as otherwise defined in 14 CCR Section 18982(a)(6). A multi-family residential dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Chapter.

D. “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in 14 CCR Section 18982(a)(73) and (a)(74). For

the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

E. “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined in 14 CCR Section 18982(a)(8).

F. “Compliance Review” means a review of records by the District to determine compliance with this Chapter.

G. “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4).

H. “Compostable Plastic(s)” means plastic materials that meet the ASTM D6400 standard for composability; or, as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

I. “Container Contamination” or “Contaminated Container” means a container, regardless of color, which contains Prohibited Container Contaminants; or, as otherwise defined in 14 CCR Section 18982(a)(55).

J. “County” means the County of Riverside.

K. “C&D” means construction and demolition debris.

L. “Designee” means an entity that the District contracts with or otherwise arranges to carry out any of the District’s responsibilities of this Chapter as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, specifically including the District of Jurupa Valley, a hauler, a private entity, or a combination of those entities.

M. “District” means the Rubidoux Community Services District.

N. “Edible Food” means food intended for human consumption; or, as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Chapter or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this Chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

O. “Enforcement Action” means an action of the District to address non-compliance with this Chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

P. “Enforcement Official” means the General Manager, or the General Manager’s authorized Designees who are partially or wholly responsible for enforcing this Chapter.

Q. “Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the District and its Generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the District’s Enforcement Official or its Designee’s, reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the District, or its Designee, to potential liability; but not including de minimus volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the State Public Resources Code.

R. “Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores; or, as otherwise defined in 14 CCR Section 18982(a)(22).

S. “Food Facility” has the same meaning as in Section 113789 of the State Health and Safety Code.

T. “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed; or, as otherwise defined in 14 CCR Section 18982(a)(24).

U. “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities; or, as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

1) A food bank as defined in Section 113783 of the State Health and Safety Code;

2) A nonprofit charitable organization as defined in Section 113841 of the State Health and Safety code; and

3) A nonprofit charitable temporary food facility as defined in Section 113842 of the State Health and Safety Code; or, as otherwise defined in 14 CCR Section 18982(a)25)

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

W. “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or, as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this

Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

X. “Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. [Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.]

Y. “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations; or, as otherwise defined in 14 CCR Section 18982(a)(27).

Z. “Food-Soiled Paper” means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

AA. “Food Waste” means Food Scraps, Food-Soiled Paper, and Compostable Plastics.

BB. “General Manager” means the General Manager of the District.

CC. “Generator” means a person or entity that is responsible for the initial creation of Solid Waste, and with respect to Organic Waste, means a person or entity that is responsible for the initial creation of Organic Waste; or, as otherwise defined in 14 CCR Section 18982(a)(48).

DD. “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments; or, as otherwise defined in 14 CCR Section 18982(a)(30).

EE. “Hauler Route” means the designated itinerary or sequence of stops for each segment of the District’s collection service area; or, as otherwise defined in 14 CCR Section 18982(a) (31.5).

FF. “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed Waste Organic Collection Stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

GG. “Inspection” means a site visit where the District or its Designee reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Chapter 13; or, as otherwise defined in 14 CCR Section 18982(a)(35).

HH. “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event; or, as otherwise defined in 14 CCR Section 18982(a)(38).

II. “Large Venue,” unless otherwise defined in 14 CCR Section 18982(a)(39), means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue.

JJ. “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of the District’s regulations related to Solid Waste; or, as otherwise defined in 14 CCR Section 18982(a)(40).

KK. “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

LL. “MWELo” refers to the Model Water Efficient Landscape Ordinance, 23 CCR, Division 2, Chapter 2.7, and Chapter 9.283 of this Code.

MM. “Non-Compostable Paper” includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the composting process; or, as otherwise defined in 14 CCR Section 18982(a)(41).

NN. “Non-Local Entity” means the following entities that are not subject to the District’s enforcement authority; or, as otherwise defined in 14 CCR Section 18982(a)(42):

- 1) Special district(s) located within the jurisdictional boundaries of the District;
- 2) Federal facilities, including military installations, located within the jurisdictional boundaries of the District;
- 3) Prison(s) located within the jurisdictional boundaries of the District;
- 4) Facilities operated by the State park system located within the jurisdictional boundaries of the District;

5) Public universities (including community colleges) located within the jurisdictional boundaries of the District;

6) County fairgrounds located within the jurisdictional boundaries of the District; and

7) State agencies located within the jurisdictional boundaries of the District.

OO. “Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including, but not limited to, bottles, cans, metals, plastics, and glass; or, as otherwise defined in 14 CCR Section 18982(a)(43).

PP. “Notice of Violation” or “NOV” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties; or, as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

QQ. “Organic Waste” means Solid Waste containing material originated from living organisms and their metabolic waste products, including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges; or, as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

RR. “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or, as otherwise defined in 14 CCR Section 18982(a)(51).

SS. “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications; or, as otherwise defined in 14 CCR Section 18982(a)(54).

TT. “Prohibited Container Contaminants,” means discarded materials placed in a container that are not identified as being permitted or are considered to be excluded waste.

UU. “Recovery” means any activity or process described in 14 CCR Section 18983.1(b); or, as otherwise defined in 14 CCR Section 18982(a)(49).

VV. “Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber; or, as otherwise defined in 14 CCR Section 18982(a)(61).

WW. “Remote Monitoring” means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

XX. “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption; or, as otherwise defined in 14 CCR Section 18982(a)(64).

YY. “Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras; or, as otherwise defined in 14 CCR Section 18982(a)(65).

ZZ. “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor of the State on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the State Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the State Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants.

AAA. “SB 1383 Regulations” means the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of 14 CCR and 27 CCR.

BBB. “Self-Hauler” means a person or entity approved by the District, who, in compliance with all applicable requirements of this Chapter, hauls Solid Waste, Organic Waste or recyclable materials he or she has generated to another person or entity. Self-Hauler also includes a person or entity who Back-Hauls waste; or, as otherwise defined in 14 CCR Section 18982(a)(66). Back-Haul means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

CCC. “Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.

DDD. “Solid Waste” unless otherwise defined in State Public Resources Code Section 40191, means all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- 1) Hazardous waste, as defined in the State Public Resources Code Section 40141.
- 2) Radioactive waste regulated pursuant to the Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
- 3) Medical waste regulated pursuant to the Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in

State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

EEE. “Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Chapter, Source Separated shall include separation of materials by the Generator, property owner, property owner’s employee, property manager, or property manager’s employee into different containers for the purpose of collection.

FFF. “State” means the State of California.

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

HHH. “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following; or, as otherwise defined in 14 CCR Section 18982(a)(73):

- 1) Supermarket;
- 2) Grocery Store with a total facility size equal to or greater than 10,000 square feet;
- 3) Food Service Provider;
- 4) Food Distributor; or,
- 5) Wholesale Food Vendor.

III. “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following; or, as otherwise defined in 14 CCR Section 18982(a)(73):

- 1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet;
- 2) Hotel with an on-site Food Facility and 200 or more rooms;
- 3) Health facility with an on-site Food Facility and 100 or more beds;
- 4) Large Venue;
- 5) Large Event;

- 6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet; or
- 7) A Local Education Agency facility with an on-site Food Facility.

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

Chapter 2: Purposes

- A. Assembly Bill (“AB”) 939 of 1989, the California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000, et seq., as amended, supplemented, superseded and replaced from time to time and as implemented by regulations of the California Department of Resources, Recycling and Recovery (“CalRecycle”)), requires the District to reduce, reuse, and recycle (including composting), solid waste generated in the District to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.
- B. AB 341 of 2011 places requirements on businesses, including multi-family property owners with five or more dwelling units, which generate a specified threshold amount of solid waste to arrange for recycling services and requires the District to implement a mandatory commercial recycling program.
- C. AB 1826 of 2014 requires businesses, including multi-family property owners with five or more dwelling units, which generate a specified threshold amount of solid waste, recycling, and organic waste per week to arrange for recycling services for that waste, and requires the District to implement a recycling program to divert organic waste from such businesses.
- D. Senate Bill (“SB”) 1383 of 2016, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. These regulations, adopted in 2020 (“SB 1383 Regulations”), place requirements on multiple entities including the District; single-family residential households; commercial businesses, including multi-family property owners with five or more dwelling units; commercial edible food generators, haulers, including self-haulers; food recovery organizations; and food recovery services to support achievement of statewide organic waste disposal reduction targets.
- E. The SB 1383 Regulations require the District to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations.
- F. This Chapter implements the requirements of the SB 1383 Regulations.

Chapter 3: Requirements for Single-Family Organic Waste Generators

Single-Family Organic Waste Generators shall comply with the following requirements, except Single-Family Generators that meet the Self-Hauler requirements of this Code:

- A. Subscribe to the District’s Organic Waste collection service(s) for all Organic Waste generated as described below. The District shall have the right to review the number and size of a Generator’s containers to evaluate adequacy of capacity District provided for each type of collection service for proper separation of materials and containment of materials; and Single-Family Generators shall adjust their service level for their collection services as requested by the District. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- B. Shall place designated materials in designated containers. A person or entity is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the color requirements of the Regulations, prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first. Commencing January 1, 2022, labels will be placed on each new container or lid provided to generators consistent with the applicable container collection requirements and limitations of this Chapter specifying what materials are allowed to be placed in each container.

Chapter 4: Requirements for Commercial Organic Waste Generators

Organic Waste Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall comply with the following requirements, except Commercial Businesses that meet the Self-Hauler requirements of this Code.

- A. Subscribe to the franchise hauler’s collection service(s) and comply with requirements of those service(s) as described below in paragraph (b) of this section. The District shall have the right to review the number and size of a Generator’s containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and Commercial Businesses shall adjust their service level for their collection services as requested by the District.
- B. Generator shall place designated materials in the permitted containers. A person or entity is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the color requirements of the Regulations, prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first. “Commencing January 1, 2022, labels will be placed on each new container or lid provided to generators consistent with the applicable container collection requirements and limitations of this Chapter specifying what materials are allowed to be placed in each container.

- C. Supply and allow access to adequate number, size, and location of collection containers for employees, contractors, tenants, and customers, consistent with the District's collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with 6.77.090.
- D. Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers shall be visible and easily accessible. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
 - (1) A body or lid that conforms with the container colors provided through the collection service provided by the District's franchised hauler. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of this subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
 - (2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant to 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- E. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirements pursuant to 14 CCR Section 18984.9(b).
- F. Excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program in accordance with 6.77.090.
- G. Excluding Multi-Family Residential Dwellings, periodically inspect containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

- H. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Materials.
- I. Provide information as described in (h) in this Section before or within fourteen (14) days of occupation of the premises to new tenants.
- J. Provide or arrange access for the District or its agent to their properties during all Inspections conducted in accordance with 6.77.090 to confirm compliance with the requirements of this section.
- K. If a Commercial Business wants to self-haul, meet the Self-Hauler requirements of this Code, including Chapter 9 of this Ordinance.
- L. Nothing in this Section prohibits a Generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- M. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to 6.77.070.

Chapter 5: Waivers for Generators

- A. De Minimis Waivers. The District may waive a Commercial Business' obligations (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this Chapter if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described below in subsection (a)(2). Commercial Businesses requesting a de minimus waiver shall:
 - (1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in subsection (a)(2) below.
 - (2) Provide documentation that either:
 - (A) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste comprises less than 20 gallons per week per applicable container of that business' total waste; or,
 - (B) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic comprises less than 10 gallons per week per applicable container of the business' total waste.
 - (3) Notify the District if circumstances change such that the Commercial Business' Organic Waste exceeds the threshold required for waiver, in which case the waiver will be rescinded.

- (4) Provide written verification of eligibility for a de minimus waiver every 5 years and subject to reverification by the District, if the District has approved a de minimus waiver.
- B. Physical Space Waivers. The District may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements of this Chapter if the District has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for the Organic Waste collection requirements of this chapter. Commercial Businesses or property owners requesting a physical space waiver shall:
- (1) Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver and provide documentation as noted below.
 - (2) Provide documentation that the premises lacks adequate space for containers including documentation from its hauler, licensed architect, or licensed engineer.
 - (3) Provide written verification to the District that it is still eligible for a physical space waiver every five years if the District has approved an application for a physical space waiver.
- D. The Enforcement Official will be responsible for review and approval of waivers.

Chapter 6: Requirements for Commercial Edible Food Generators

- A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- B. Large Venue or Large Event operators, not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- C. Commercial Edible Food Generators shall comply with the following requirements:
- (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 - (2) Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for:
 - (A) the collection of Edible Food for Food Recovery; or,

- (B) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
 - (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 - (4) Allow the District's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
 - (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - (A) A list of each Food Recovery Service or Food Recovery Organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - (iii) The established frequency that food will be collected or self-hauled.
 - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- D. If the Enforcement Official makes a request, then within 30 days of the request, Tier One Commercial Edible Foods Generators and Tier Two Commercial Edible Food Generators shall provide a Food Recovery report to the District that includes the following information:
- (A) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (B) The quantity of food, measured in annual pounds recovered, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

- (C) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
- E. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State on September 25, 2017, which added Article 13 (commencing with Section 49580) to Chapter 9 of Part 27 of Division 4 of Title 2 of the State Education Code, and amended Section 114079 of the State Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time.

Chapter 7: Requirements for Food Recovery Organizations and Services

- A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 - (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 - (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 - (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- C. Food Recovery Organizations and Food Recovery Services shall inform Generators about State Food and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).

- D. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the District and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the District the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than July 1 of each year, commencing in 2023.
- E. Food Recovery Services and Food Recovery Organizations operating in the District shall provide information and consultation to the District, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the District and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the District shall respond to such request for information within 60 days unless a shorter timeframe is otherwise specified by the District.

Chapter 8: Requirements for Haulers, Facility Operators and Community Composting Operations

A. Requirements for Haulers

- (1) Haulers providing residential, Commercial, or industrial Organic Waste collection services to Generators within the District's boundaries shall meet the requirements and standards of 14 CCR, Division 7, Chapter 12 as a condition of approval of contract, agreement, or other authorization to collect Organic Waste.
 - (2) Through written notice to the District, haulers shall identify the facilities to which they will transport Organic Waste.
 - (3) Haulers providing Organic Waste collection services shall comply with the applicable requirements of 14 CCR, Division 7, Chapter 12, Chapter 3.
 - (4) Haulers providing residential, Commercial industrial Organic Waste collection services shall transport Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
 - (5) Haulers providing residential, Commercial industrial Organic Waste Collection Services shall obtain applicable approval of the District pursuant to 14 CCR Section 18988.1 and keep a record of the documentation of its approval by the District.
- B. Paragraph (a) of this section is not applicable to a hauler that consistent with Article 1, Chapter 9, Part 2, Division 30, commencing with Section 41950 of the Public Resources Code, is transporting Source Separated Organic Waste to a Community Composting site or to a hauler that is lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1 and applicable requirements of this Code.

- C. Requirements for Facility Operators and Community Composting Operations
- (1) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly owned treatment works shall, upon the District's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the District shall respond within 60 days.
 - (2) Community Composting operators, upon the District's request, shall provide information to the District to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the District shall respond within 60 days unless a shorter timeframe is otherwise specified by the District.

Chapter 9: Self-Hauler Requirements

In addition to any other requirements for Self-Haulers:

- A. Self-Haulers of Organic Waste shall comply with the requirements in 14 CCR Section 18988.3.
- B. Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that the District otherwise requires Organic Waste Generators to separate for collection in the District's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Section 18984.1, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
- C. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- D. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) and Single-Family Organic Waste Generators shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; each business issued a self-haul permit shall, every calendar quarter, on or before April 15, July 15, October 15, and January 15, file a report detailing the following information:
 - (1) Delivery receipts and weight tickets from the entity accepting the waste.
 - (2) The amount of material in cubic yards or tons transported by the Generator to each entity.

- (3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

F. Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in paragraph (c) of this section to the District, if requested.

Chapter 10: Compliance with CALGreen Recycling Requirements

A. In addition to any other requirements of this, the following requirements also apply:

- (1) For projects covered by the California Green Building Standards Code, 24 CCR, Part 11, the applicants must, as a condition of the District's permit approval, comply with the following:
 - (A) Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of materials, consistent with the collection program offered by the District's franchised hauler, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended July 1, 2019 and effective January 1, 2020.
 - (B) Where new commercial construction or additions will result in more than 30% of the floor area, provide readily accessible areas identified for the storage and collection of materials, consistent with the collection program offered by the District, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended July 1, 2019 and effective January 1, 2020.

B. For Organic Waste commingled with C&D, the requirements of 24 CCR Sections 4.408.1 and 5.408.1, as amended July 1, 2019 and effective January 1, 2020 shall be complied with.

Chapter 11: Model Water Efficient Landscaping Ordinance Requirements

Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the District, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B)

(C), (D), and (G) of the MWEL0, including sections related to use of Compost and mulch, as amended September 15, 2015.

Chapter 12: Procurement Requirements for Direct Service Providers and Vendors

Direct service providers to the District and all vendors providing Paper Products and Printing and Writing Papers must comply with the District's policy regarding recovered organic waste product procurement, including Recycled-Content Paper procurement.

Chapter 13: Inspections and Investigations by the District

- A. District representatives and/or its designated entity, including Designees, are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from Generators, or Source Separated materials to confirm compliance with this Chapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow the District, its Designees, or agents to enter the interior of a private residential property for inspection. Inspections of collection containers used at private residential properties is to be performed by the District or designee at the normal location where collection is performed (for example curbside pickup or where the District's collection service normally is allowed access by the private residential property owner). For the purposes of inspecting Commercial Business containers for compliance with this Article, the District may conduct container Inspections for Prohibited Container Contaminants.
- B. A regulated entity shall provide or arrange for access during all Inspections (with the exception of **single family properties and multi-family** property interiors) and shall cooperate with the District representative and/or its designated entity, including Designees, during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this Chapter described herein. Failure to provide or arrange for:
- (1) access to an entity's premises;
 - (2) installation and operation of Remote Monitoring equipment; or,
 - (3) access to records for any Inspection or investigation
- is a violation of this Chapter and may result in penalties described herein.
- C. Any records obtained by the District during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in State Government Code Section 6250 et seq.

- D. The District representative, its Designees and agents are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this Ordinance, subject to applicable laws. **Remote monitoring shall not be allowed on any residential property.**
- E. The District shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints in accordance with by 14 CCR Section 18995.3.

Chapter 14: Enforcement

- A. Violation of any provision of this Chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the Enforcement Official. Enforcement Actions under this Chapter are issuance of an administrative citation and assessment of a fine. The District's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this Chapter and any rule or regulation adopted pursuant to this Article, except as otherwise indicated in this Article. Other remedies allowed by law may be used, including civil action or prosecution as a misdemeanor or infraction. The District may pursue civil actions in the State courts to seek recovery of unpaid administrative citations. The District may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of District staff and resources.
- B. Enforcement pursuant to this Chapter may be undertaken by the Enforcement Official.
- C. Fines for Violations. The fines for violations of the provisions of this Chapter are as follows, subject to modifications by resolution of the District Board of Directors:
 - (1) For a first violation, the penalty shall be \$50 per violation.
 - (2) For a second violation, the penalty shall be \$100 per violation.
 - (3) For a third or subsequent violation, the penalty shall be \$250 per violation.
- D. Compliance Deadline Extension Considerations

The District may extend the compliance deadlines set forth in a Notice of Violation if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals;
or,

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

Section 2 CEQA. The District Board of Directors finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, as provided for in this Ordinance will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, represent actions by a regulatory agency (the District) for the protection of the environment.

Section 3. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The District Board of Directors hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 6. OPERATIVE DATE OF ORDINANCE. This Ordinance shall become operative on March 19th, 2022.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Rubidoux Community Services District this 17th day, of February, 2022.

Hank Trueba Jr.
President

ATTEST:

Jeffrey D. Sims
District Secretary

CERTIFICATION

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

RUBIDOUX COMMUNITY SERVICES DISTRICT

I, Jeffrey D. Sims, Secretary of the Rubidoux Community Services District, do hereby certify that the foregoing Ordinance No. 2021-129 was duly introduced at a meeting of the District Council of the District of Jurupa Valley on the 16th day of December, 2021, and thereafter at a regular meeting held on the 17th day of February, 2022, it was duly passed and adopted by the following vote of the District Board of Directors:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the District of Jurupa Valley, California, this 17th day of February, 2022.

Jeffrey D. Sims,
Secretary, Rubidoux Community Services District

12. CONSIDER PIPELINE USE AND MAINTENANCE AGREEMENT:
DM 2022-10

Rubidoux Community Services District

Board of Directors

Hank Trueba Jr., President
Bernard Murphy, Vice-President
Armando Muniz
F. Forest Trowbridge
John Skerbelis

General Manager
Jeffrey D. Sims



Water Resource Management Refuse Collection Street Lights Fire / Emergency Services Weed Abatement

DIRECTORS MEMORANDUM 2022-10

February 3, 2022

To: Rubidoux Community Services District
 Board of Directors

Subject: Consider Pipeline Use and Maintenance Agreement

BACKGROUND:

Rubidoux Community Services District (“District”) has coordinated with Aramark Uniform and Career Apparel (“Aramark”) to enable Aramark’s ability to continue its uniform cleaning operation in the City of Jurupa Valley. As the Board may recall the District sewage flows is collected and discharged to the City of Riverside (“Riverside”) for treatment and disposal. The District owns 3.055 MGD of treatment capacity in Riverside’s facility through a series of agreements dating back to 1978. Pursuant to the capacity agreements between Riverside and the District, the District is obligated to comply with certain discharge limits established in the NPDES Permit issued to Riverside by the State Water Resources Control Board for discharge of recycled water to the Santa Ana River.

The District’s overall total dissolved solids (“TDS”) concentration in its sewage with Aramark’s discharge far exceeded Riverside’s TDS discharge limits prompting Riverside to object to annexations of lands to the District’s service area. For example, the Agua Mansa Commerce Park and Rio Vista developments were both projects Riverside objected being annexed to the District in the absence of the District taking proactive steps to propose a TDS Mitigation Strategy.

In effort to address this matter, the District coordinated with Aramark to move Aramark’s high TDS effluent to the Inland Empire Brine Line (“IEBL”). This involved the District: 1) reimbursing Aramark sewer capacity fees so Aramark could defray a portion of the costs to purchase IEBL discharge rights, 2) converting a sewer pipeline in Hall Avenue for Aramark to use as a lateral from its discharge point at its property to a connection point with the IEBL, and 3) building some piping to enable Aramark’s domestic strength sewage to continue discharging to the District’s collection system. All this has been completed and the overall TDS

concentration in District sewage has reduced significantly. This has enabled Riverside to waive its objections to the Agua Mansa Commerce Project.

The District continues to own the sewer pipeline in Hall Avenue used by solely by Aramark to discharge to the IEBL but collects no funds from Aramark. Aramark pays the Santa Ana Watershed Project Authority who owns the IEBL fees and charges for discharges to the IEBL.

Due to the nature of the discharge from Aramark, the Hall Avenue Pipeline needs to be cleaned a couple of times per year to avoid the potential of sewer overflow. As mentioned above the District currently does not collect funds from Aramark, making costs associated with cleaning the Hall Avenue Pipeline an expense against the District Sewer Operating Fund. The District Sewer Operating Fund is funded by rates and charges paid by customers who benefit from the pipelines, facilities, and treatment services provided. Since Aramark is the only customer who benefits from the Hall Avenue Pipeline, the cost of its operation and maintenance should not be paid by the balance of the District's sewer customers.

Staff estimates the annual cost to operate and maintain the Hall Avenue Pipeline is currently \$4,200. This is based on two pipe cleaning operations a year and replacement reserve funding.

Staff prepared the attached "Pipeline Use and Maintenance Agreement" which has been reviewed by District Counsel and Aramark's Counsel. The agreement if executed provides a contractual relationship between the District and Aramark requiring Aramark to pay \$4,200 per year for costs the District incurs related to their use of the Hall Avenue Pipeline. The annual cost can be adjusted based on changes in the local consumer price index.

From an equity standpoint this agreement provides mutual benefit to the parties. Aramark receives the security of the District maintaining the Hall Avenue Pipeline, and the District gets reimbursed for costs it incurs from Aramark versus from other District customers who do not use this facility.

RECOMMENDATION:

Staff recommends the Board of Directors:

1. Approve the Pipeline Use and Maintenance Agreement and authorize the General Manager to sign it.

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attach:

1. Pipeline Use and Maintenance Agreement

PIPELINE USE AND MAINTENANCE AGREEMENT

This Agreement is hereby made and entered into by and between Rubidoux Community Services District, a California Community Services District (hereinafter “DISTRICT”) and Aramark Uniform & Career Apparel, LLC, a Delaware limited liability company (hereinafter “ARAMARK”) as follows:

RECITALS

WHEREAS, DISTRICT provides sewer services within its boundaries and conveys wastewater to the City of Riverside’s Regional Water Quality Control Plant (“RWQC”) for treatment and disposal in accordance with capacity agreements; and

WHEREAS, ARAMARK acquired from DISTRICT a total of 249,650 gallons per day of sewer discharge capacity rights for use in accommodating sewage flows from its operation located on Hall Avenue in the City of Jurupa Valley, and

WHEREAS, the City of Riverside and the DISTRICT updated the local Total Dissolved Solids (TDS) discharge limit for industrial customers from 2,500 mg/l to 1,210 mg/l; and

WHEREAS, ARAMARK determined it was unable to comply with the more restrictive limits and consequently purchased discharge rights in the Santa Ana Water Project Authority Inland Empire Brine Line (“IEBL”). The DISTRICT refunded to ARAMARK capacity fees paid for sewer capacity in the DISTRICT’s sewer collection system and ARAMARK used in part the refunded DISTRICT sewer capacity fees to purchase IEBL discharge rights; and

WHEREAS, the DISTRICT incurred a cost of \$347,946.65 for the design and construction of sewer piping in Hall Avenue as shown on Exhibit A (attached hereto) to enable conveyance of ARAMARK industrial sewer discharge from its facility to the IEBL (“Hall Avenue Pipeline”). The DISTRICT’s willingness to pay this expense was in part the benefit from removal of the industrial strength sewage from the DISTRICT’s collection system with a goal to be able to meet TDS limits established by the City of Riverside for sewage delivered by the DISTRICT to the City of Riverside; and

WHEREAS, the DISTRICT completed the Hall Avenue Pipeline on November 30, 2019 and Aramark has and continues to be the sole user of this sewer pipeline to discharge industrial strength sewage to the IEBL. ARAMARK benefits from the Hall Avenue Pipeline as it was able to continue its operation at the facility located on Hall Avenue in the City of Jurupa Valley; and

WHEREAS, the DISTRICT owns the Hall Avenue Pipeline and currently has no source of revenue to offset ongoing maintenance expenses or to establish a repair and replacement fund as ARAMARK currently does not pay the DISTRICT for use of the Hall Avenue Pipeline to convey its industrial strength sewage discharges to the IEBL. Currently ARAMARK pays the

Santa Ana Watershed Project Authority for discharges to the IEBL and the Santa Ana Watershed Project Authority has declined ownership of the Hall Avenue Pipeline; and

WHEREAS, based on discussions between ARAMARK and DISTRICT, ARAMARK desires the DISTRICT own and operate the Hall Avenue Pipeline as it is in public right-of-way and the DISTRICT has the long-term opportunity to make the pipeline available for use to other property owners fronting it who may want to discharge to the IEBL; and

WHEREAS, it is the purpose of this Pipeline Use and Maintenance Agreement to establish terms for ARAMARK's continued use of the DISTRICT owned Hall Avenue Pipeline.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

TERMS

SECTION 1. That the foregoing Recitals are true and correct.

SECTION 2. ARAMARK agrees to pay the DISTRICT \$4,200.00 annually representing the DISTRICT's current cost to clean the Hall Avenue Pipeline twice each twelve-month period, and to create a repair and replacement fund. The DISTRICT agrees to clean the Hall Avenue Pipeline twice each twelve-month period (approximately every six months) and make any necessary repairs to or replacements of the Hall Avenue Pipeline.

SECTION 3. The DISTRICT and ARAMARK agree the annual cost will be adjusted each year by Riverside-San Bernardino-Ontario CPI for all urban consumers, with the new rate becoming effective July 1 of each year. The CPI for July 2021 is 114.594 and shall be used as the denominator for subsequent years. For example, if the current annual fee is \$4,200 and the CPI for the preceding July is 116.678, the increase is \$76.38 to a total of \$4,276.38 ($\$4200 \times (116.678/114.594)$).

SECTION 4. The DISTRICT will invoice ARAMARK monthly 1/12 of the annual cost as adjusted each July 1 and the monthly invoices are due within 30 days of the date of invoice.

SECTION 5. If and upon connection by another user or users to the Hall Avenue Pipeline for discharge of flows to the IEBL, the DISTRICT agrees to adjust the annual costs paid by ARAMARK in such manner to equitably share the maintenance costs between all users.

SECTION 6. As a condition of continued use of the Hall Avenue Pipeline by ARAMARK and/or any other user, each user shall comply with DISTRICT sewer ordinances as well as the permits and ordinances of the Santa Ana Watershed Project Authority associated with discharges to the IEBL.

SECTION 7. In the event routine maintenance efforts over and beyond two pipeline cleanings anticipated and included in the annual payment contemplated herein are necessary to avoid sewer overflows from the Hall Avenue Pipeline directly attributable to ARAMARK

discharges, ARAMARK agrees to pay the added maintenance costs incurred by the DISTRICT. For example, if an additional pipeline cleaning is necessary to clear debris collected in the Hall Avenue Pipeline from ARAMARK's operations, ARAMARK will play the actual cost for the line cleaning as charged to the DISTRICT by its line cleaning vendor plus 15%.

SECTION 8. ARAMARK's use of the DISTRICT Hall Avenue Pipeline may be terminated by the DISTRICT upon a Default by ARAMARK. The occurrence of any of the following circumstances shall constitute a default under this Agreement by ARAMARK if such circumstance continues for a period of ninety (90) days following ARAMARK's receipt from DISTRICT of written notice thereof setting forth in reasonable detail the factual circumstances of the alleged failure; provided, however, if the nature of such failure is such that it cannot be reasonably cured within such 90-day period, ARAMARK shall not be in Default unless ARAMARK fails to commence the cure thereof within such 90-day period and thereafter fails to continue in a commercially diligent manner to prosecute such cure ("Default"):

- a. Payments due to the DISTRICT pursuant to this Agreement.
- b. Negligence by ARAMARK in use of the DISTRICT Hall Avenue Pipeline resulting in damage or potential damage to the Hall Avenue Pipeline.
- c. Non-compliance by ARAMARK with any DISTRICT rules and regulations regarding discharge to DISTRICT owned sewer facilities.
- d. Non-compliance by ARAMARK with its permits for discharge to the IEHL resulting in an enforcement action by the Santa Ana Watershed Project Authority that would disallow discharges by ARAMARK to the IEHL.

SECTION 9. ARAMARK shall maintain general liability insurance in an amount of not less than five million (\$5,000,000) applicable to any an all negligence referenced in **SECTION 8a** above and shall include DISTRICT as an additional insured.

SECTION 10. If the DISTRICT fails to meet its obligations under this Agreement for 30 days after written notice from ARAMARK, ARAMARK's obligation to make payments under this Agreement shall be abated during the months in which such failure continues. Aramark shall further have the right, but not the obligation, to clean out the Hall Avenue Pipeline and offset such costs against the amount owed under this Agreement if the DISTRICT fails to meet its obligations under Section 2 for 90 days after written notice from ARAMARK.

SECTION 11. Any notice or demand given pursuant to this Agreement may be given or served by being sent by national recognized overnight courier or by registered or certified mail, postage prepaid addressed as follows:

Rubidoux Community Services District
3590 Rubidoux Blvd.
Riverside, CA 92509
Attn: Jeff Sims, General Manager

Aramark Uniform & Career Apparel, LLC

115 N. 1st Street
Burbank, CA 91502
Attn: Legal Department

Executed on _____, 2022

**RUBIDOUX COMMUNITY SERVICES
DISTRICT**

**ARAMARK UNIFORM & CAREER
APPAREL, LLC**

By: _____

By: _____

Jeff Sims

Its: General Manager

Its:

13. CONSIDER ADOPTING RESOLUTION NO. 2022-885, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH THE RUBIDOUX COMMUNITY SERVICES DISTRICT ELIGIBLE:

DM 2022-11

Rubidoux Community Services District

Board of Directors

Hank Trueba Jr., President
Bernard Murphy, Vice-President
Armando Muniz
F. Forest Trowbridge
John Skerbelis

General Manager
Jeffrey D. Sims



Water Resource Management Refuse Collection Street Lights Fire / Emergency Services Weed Abatement

DIRECTORS MEMORANDUM 2022-11

February 3, 2022

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Adoption of Resolution No. 2022-885, a Resolution of the Board of Directors Authorizing Submittal of Application(s) For All CalRecycle Grants The Rubidoux Community Services District is Eligible

BACKGROUND:

The State of California approved Senate Bill 1383 ("SB 1383") to implement new regulations to minimize placement of organics in landfills with the overarching goal of reducing methane pollution. As a solid waste provider to customers, Rubidoux Community Services District ("District") is mandated to comply with SB 1383.

Compliance with SB 1383 necessitates the District adopting an Ordinance to provide the District with legal authorities to implement the requirements of SB 1383 on customers within its service area. In addition, there are a variety of efforts the District will need to do. Examples include outreach and education of customers to advise them of what they need to do to comply with the new requirements. There are programmatic processes for inspections and reporting on edible waste organic collection. Outreach, education, and programmatic processes are all work efforts the District will need to administer either with District staff or with Burrtec over the next couple of years.

CalRecycle is the state of California agency overseeing compliance with SB 1383. Given the added effort all solid waste service providers in the state will face with compliance with SB 1383, the state has made grant funding available to help defray some of the costs. One such grant opportunity is SB 1383 Local Assistance Grant Program. Through this program the state has indicated there is a \$49,500 funding allocation for the District.

Staff through assistance with consultant Blais & Associates has prepared and submitted the grant application to CalRecycle. In addition to the application CalRecycle requires each entity submitting applications for grant funding to submit a resolution indicating the governing body of the entity authorizes the submittal of the grant application. Attached Resolution No. 2022-885 is a resolution authorizing submittal of application(s) for all grants the District is eligible and authorizing the General Manager, or designee, to execute various documents associated with receipt of grant funding.

Compliance with SB 1383 is not an option and will increase costs to the District. Receiving grant funding will defray some of the added costs. It is recommended the Board of Directors adopt Resolution No. 2022-885 to enable the District to apply for grant funding as it becomes available.

RECOMMENDATION:

Staff recommends the Board of Directors of the District:

1. Consider approving and adopting Resolution No. 2022-885, a Resolution of the Board of Directors Authorizing Submittal of Application(s) For All CalRecycle Grants The Rubidoux Community Services District is Eligible

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attach:

1. Resolution No. 2022-885
2. SB 1383 Local Assistance Grant Program Application Certification dated January 31, 2022

RESOLUTION 2022-885

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RUBIDOUX COMMUNITY
SERVICES DISTRICT
AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE
GRANTS FOR WHICH THE RUBIDOUX COMMUNITY SERVICES DISTRICT
IS ELIGIBLE

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

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

Section 1. The Board of Directors of the Rubidoux Community Services District authorizes the submittal of application(s) to CalRecycle for all grants for which the Rubidoux Community Services District is eligible.

Section 2. The General Manager, or his/her designee is hereby authorized and empowered to execute in the name of the Rubidoux Community Services District all grant documents, including but not limited to, applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant project; and

Section 3. These authorizations are effective for five (5) years from the date of adoption of this resolution.

Section 4. All of the foregoing Recitals are true and correct and the Board so finds and determines. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

ADOPTED this 3rd day of February, 2022

HANK TRUEBA, JR.
President

I, Jeffrey D. Sims, Secretary of the Board of Directors of the Rubidoux Community Services District, do hereby certify that the foregoing Resolution No. 2022-885, was duly adopted by said Board at its Regular Board Meeting held on February 3, 2022 and that it was so adopted by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

JEFFREY D. SIMS
Secretary-Manager

Application Certification

Application Information

Applicant: Rubidoux Community Services District	Application Due Date: 02/01/2022
Cycle Name: SB 1383 Local Assistance Grant Program	Secondary Due Date: 03/01/2022
Cycle Code: OWR1	
Grant ID: 25431	
Grant Funds Requested: \$49,550.00	
Matching Funds: \$0.00 (if applicable)	

Contacts

Name	Title	Prime	Second	Auth	Cnst	Prtcpnt. Auth
Jeff Sims	General Manager	X				
Jeff Sims	General Manager			X		

Budget

Category Name	Amount
Admin Costs	\$0.00
Collection	\$0.00
Education	\$12,000.00
Enforcement	\$0.00
Equipment	\$0.00
Indirect Costs	\$0.00
Marketing/Promotion/Outreach	\$37,550.00
Materials	\$0.00
Personnel	\$0.00
Training	\$0.00
Upgrade/Expansion	\$0.00

Documents

Document Title

Received Date

Required

Application Certification

Required By Secondary Due Date

Resolution - Individual Application

Resolution - Regional Application Lead Participant

Other Supporting Document(s)

Draft Resolution	RCSD_SB1383 DRAFT Resolution	1/31/2022
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Joint Powers Agreement

Letter of Authorization/Resolution

Letter of Designation

<https://secure.calrecycle.ca.gov/Grants/Grant/Grant.aspx?GrantID=25431>

Date Generated: January 31, 2022 2:53 PM

Application Certification

Resolution

1383 Local Assistance Grant Program: Check the following, as applicable. See Application Guidelines and Instructions for more information.

Applicant acknowledges that its approved Resolution must be uploaded no later than the secondary due date.

Program Questions

California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating jurisdictions are charter cities or joint powers authorities that include charter cities, the lead applicant must certify that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this application. If it is determined after award that a participating jurisdiction is a charter city prohibited from receiving state funds for this grant project, the grant will be terminated and any disbursed grant funds shall be returned to CalRecycle.

If any applicant or participating jurisdiction is a charter city or a joint powers authority that contains one or more charter cities, does Labor Code section 1782 prohibit those charter cities from receiving state funding for the project described in this grant application? Check the following, as applicable.

Not Applicable. This application does not include any charter cities.

1383 Local Assistance Grant Program: Will your jurisdiction have an enforceable ordinance(s), or similarly enforceable mechanism pursuant to section 18981.2 of Title 14 of the California Code of Regulations submitted to CalRecycle by April 1, 2022?

Yes

1383 Local Assistance Grant Program: If you are a Special District, do you provide solid waste collection services?

Yes

Conditions and Certification

Condition of Application Submittal: Acceptance of Grant Agreement Provisions

In the event the Applicant is awarded a grant, the submittal of this Application constitutes acceptance of all provisions contained in the Grant Agreement, which may consist of the following:

- Executed Grant Agreement Cover Sheet and any approved amendments
- Exhibit A - Terms and Conditions
- Exhibit B - Procedures and Requirements
- Exhibit C - Application with revisions, if any, and any amendments


Environmental Justice:

In the event Applicant is awarded a grant, submittal of this Application constitutes acceptance of the following; that in the performance of the Grant Agreement, Applicant/Grantee shall conduct their programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (see Govt. Code §65040.12(e) and Pub. Resources Code §71110(a))

Application Certification

Certification:

I declare under penalty of perjury under the laws of the State of California, that funds have been allocated for the project(s)/activities identified in the grant application and that sufficient funds are available to complete the project(s)/activities identified in the grant application, that I have read the Application Guidelines and Instructions and that all information submitted for CalRecycle's consideration for award of grant funds is true and correct to the best of my knowledge, and that on behalf of the Applicant I accept the above conditions of submittal.

X  Date 1-31-22

Signature of Signature Authority (as authorized in Resolution or Letter of Commitment) or Authorized Designee (as authorized in Letter of Designation, submitted with this Application)

Jeff Sims General Manager - RCSO

Print Name Print Title

IMPORTANT! Applicant must print out this document, have the Signature Authority sign it, upload signed document to the application system, and retain the original hard copy document in your cycle file.

14. CLOSED EXECUTIVE SESSION – PURSUANT TO GOVERNMENT CODE SECTION

54956.9: BAKER LITIGATION CASE NO. RIC2003649

15. DIRECTORS COMMENTS – NON-ACTION

16. ADJOURNMENT