

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



## CAMBRIA COMMUNITY SERVICES DISTRICT

**Wednesday, November 10, 2021 - 10:00 AM**

### AGENDA

#### REGULAR MEETING OF THE CAMBRIA COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

**Please click the link below to join the webinar:**

<https://us06web.zoom.us/j/98433956887?pwd=UIFLTHQ2SG43MVp5bE45MmU3eHVZz09>

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**Webinar ID: 984 3395 6887**

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#### 1. OPENING

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

#### 2. BOARD MEMBER COMMUNICATIONS

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

#### 3. COMMISSION REPORT

- A. PROS Chairman's Report

#### **4. PUBLIC COMMENT**

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

#### **5. CONSENT AGENDA**

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

- A.** Consideration of Minor Amendment to and Approval of Addendum 2 to Policy 4150 - Filling Board Vacancies
- B.** Consideration of Approval of First Amendment to the Memorandum of Agreement Between the Member Jurisdictions of the San Luis Obispo County Integrated Waste Management Authority and the Authorized Districts
- C.** Receipt of the PROS Commission Recommendation on the Skatepark

#### **6. REGULAR BUSINESS**

- A.** Discussion and Consideration to Fill one (1) Vacant Seat on the Finance Standing Committee and one (1) Vacant Seat on the Policy Standing Committee
- B.** Discussion and Consideration of Adoption of Resolution 43-2021 to Appoint Representative from Skate Cambria to be an Ex-Officio Non-Voting Member of the PROS Commission Accordance with CCSD Municipal Code Section 7.08.010
- C.** Discussion and Consideration of Adoption of Ordinance 04-2021 Adding Chapter 6.09, Mandatory Organic Waste Disposal Reduction, to the Cambria Community Services District Code to Comply with the Requirements of SB 1383
- D.** Discussion and Consideration of Voting for a Special District Representative on the Integrated Waste Management Authority Board of Directors
- E.** Receive Finance Committee Report on Strategic Planning Task to Identify Underfunded, Under-Resourced and Understaffed Services

#### **7. BOARD MEMBER, COMMITTEE AND LIAISON REPORTS**

- A.** Public Comment: The President will be asking for public comment before the reports.
- B.** Finance Committee's Report
- C.** Policy Committee's Report
- D.** Resources and Infrastructure Committee's Report
- E.** Other Liaison Reports and Ad Hoc Committee Reports

#### **8. FUTURE AGENDA ITEM(S)**

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

#### **9. ADJOURN**

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.A.**

FROM: John F. Weigold, IV, General Manager

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Meeting Date: November 10, 2021      Subject: Consideration of Minor Amendment to and Approval of Addendum 2 to Policy 4150 - Filling Board Vacancies

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**RECOMMENDATIONS:**

Staff recommends the Board of Directors consider the proposed amendment to Policy 4150 - Filling Board Vacancies and the approval of Addendum 2 to the Policy.

**FISCAL IMPACT:**

There are no fiscal impacts identified with this action.

**DISCUSSION:**

The Policy Committee met on October 29, 2020 to review and discuss approval of draft policy 4150: CCSD Policy and Procedures for Filling Vacancies on Board of Directors by Appointment and Addendum #1 to Policy 4150. The Board subsequently approved the policy on January 21, 2021 and it approved the Addendum 1 to Policy 4150 on June 10, 2021.

To provide greater clarity for the voting procedures, staff worked with Director Howell to develop more clear instructions and procedures for the ranked choice and tie-breaking process. This is set forth in Addendum 2, attached to this staff report.

Staff recommends the Board consider approval of Addendum 2 and the changes to Policy 4150.

Attachment: Policy 4150 – Filling Board Vacancies  
Addendum 1 – Ranked Choice and Tie-Breaking Processes  
Addendum 2 – Instructions and Procedures for Ranked Choice and Tie-Breaking Processes



**POLICY TITLE: Policy and Procedures for Filling Vacancies on Board of Directors by Appointment**  
**POLICY NUMBER: 4150**

4150.1 WHEN A VACANCY OCCURS ON THE BOARD OF DIRECTORS:

4150.1.1 The CCSD shall notify the San Luis Obispo County Registrar of Voters' office of the vacancy no later than **15 days** following either the date on which the District Board is notified of the vacancy or the effective date of the vacancy, whichever is later. **Government Code § 1780(b)**

4150.1.2 The remaining CCSD Board members have **60 days** immediately subsequent to either the date on which the District Board is notified of the vacancy or the effective date of the vacancy, whichever is later, to either fill the vacancy by appointment or by calling a special election. **Government Code § 1780(c)(d)(1)**

4150.2 BOARD APPOINTMENT TO FILL A VACANCY – REQUIREMENTS

4150.2.1.1 If the Board decides to appoint someone to fill the vacancy, the Board first must post a notice of the vacancy in **three or more** conspicuous places in the District at least **15 days** before the appointment is made. **Government Code § 1780(d)(1)**

4150.2.1.2 The Board must notify the San Luis Obispo County Registrar of Voters' office of the appointment no later than **15 days** after the appointment is made. **Government Code § 1780(d)(1)**

4150.2.2.1 If the vacancy occurs in the first half of a term of office and at least **130 days** prior to the next general District election, the person appointed to fill the vacancy shall hold office until the next general District election that is scheduled **130 or more days** after the date the District Board is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office. **Government Code § 1780(d)(2)**

4150.2.2.2 If the vacancy occurs in the first half of a term of office, but less than **130 days** prior to the next general district election, or if the vacancy occurs in the second half of the term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office. **Government Code § 1780(d)(3)**

4150.2.3.1 Notwithstanding any other provision of this section, if the number of remaining members of the District Board falls below a quorum, then, at the request of the District Secretary or a remaining member of the District Board, the San Luis Obispo County Board of Supervisors shall promptly appoint a person to fill the vacancy, or may call an election to fill the vacancy. **Government Code § 1780(h)(1)**

4150.2.3.2 The Board of Supervisors shall only fill enough vacancies by appointment or by election to provide the District Board with a quorum. **Government Code § 1780(h)(2)** After a quorum has been achieved, the CCSD Board of Directors shall follow the procedures specified in this policy 4150 to fill the remaining vacancy or vacancies.

4150.3. PROCEDURES TO FILL A BOARD VACANCY BY APPOINTMENT

The following procedures shall direct the process of filling vacancies on the Board of Directors by

appointment.





Board Approved on 01/21/2021

#### 4150.3.1 Procedure to appoint using voting results from last scheduled election

(Note: pursuant to adoption of Policy 4150 by the Board of Directors, Section 4150.3.1 shall become effective 12 months following adoption of Policy 4150.)

Should a vacancy occur no later than 8 months past the last scheduled election of Directors, CCSD Directors shall fill a vacancy by appointing the candidate from the last scheduled election who had received the greatest number of votes behind the candidate(s) who won the election, provided that candidate received at least 10% of total votes cast. If this method is not available because a vacancy occurs after 8 months since the last scheduled election, or if the candidate is unwilling to serve or no longer meets minimum qualifications, including vote minimum, or is no longer available, the following procedures shall apply.

#### 4150.3.2 Procedure to appoint from a pool of volunteers

##### 4150.3.2.1 Applications

CCSD shall adopt a uniform application form that presents minimum requirements for serving on the Board of Directors and the process the Board will use to make an appointment. Applications will be available to residents at the time a vacancy is announced publicly, and applicants shall return completed applications to the CCSD Office no later than 30 days following the public announcement of a vacancy.

##### 4150.3.2.2 Board interviews of eligible applicants

All applicants who meet minimum requirements, as determined by CCSD staff review of submitted applications, shall be eligible for consideration of appointment and for interviews by the Board of Directors at a special meeting of the Board. In advance of the special meeting, the Board shall prepare and agree upon a single set of questions that shall be asked of each applicant. Applicants waiting for interview shall be sequestered. Board members may ask only follow-up questions of applicants for clarification of responses to the uniform set of questions. Members of the public in attendance at the special meeting may address the Board only after all applicants have been interviewed.

##### 4150.3.2.3 Board selection of appointee(s)

A. Following interviews of the applicants, the Board shall select the applicant for appointment using a ranked choice method of selection, followed by motion and action by the Board to confirm the appointment. For the ranked choice process of selection, each Board member shall designate by open ballot their ranked order choices (1,2,3, and so forth).

1. An applicant wins outright if ranked first by more than half of the voting Directors. Otherwise, the applicant in last place, the one with the fewest first choices, is eliminated, and the voting Directors who ranked that applicant as their "number 1" will have their votes count for their next ranked choice. This process continues until an applicant wins with more than half of the votes
2. If the balloting results in a tie for most first-place choices, the applicant with the most first and second place choices wins. If the balloting still results in a tie, the process continues until all choices are counted. If two or more applicants remain tied following

the counting of all choices, the Board will yield the decision of appointment to the San Luis Obispo County Board of Supervisors, pursuant to Section C, below

3. See addendum #1 to this policy for an example of the ranked choice and tie-breaking processes.



Board Approved on 01/21/2021

3.4. See addendum #2 to this policy for detailed instructions and procedures for the ranked choice and tie-breaking process.

- B. Following the ranked choice order selection of an applicant for appointment, The Board, through motion and action, shall vote to confirm the appointment.
- C. If the ranked choice method of selection yields a stalemate, pursuant to Section A, above, the Board shall declare a stalemate and refer action and decision for filling the vacancy to the San Luis Obispo County Board of Supervisors, who may either appoint to fill the vacancy or call for a special election, per Government Code 1780 (F) (G) (H).

With 4 directors voting the possible outcomes will be 4 - 0, 3 - 1, 2 - 1 - 1, 2 - 2 and 1 - 1 - 1 - 1 4 - 0 and 3 - 1 are outright majorities on the 1st round.  
2 - 1 - 1 requires a 2nd, ranked choice round.  
2 - 2 and 1 - 1 - 1 - 1 are ties on the 1st round and require 1 or more tie-breaking rounds,

2 - 1 - 1 EXAMPLES

		Ranked Choice round 1					Ranked Choice round 2				
		DIRECTOR					DIRECTOR				
APPLICANT	A	B	C	D	talley	A	B	C	D	talley	
Joe	<b>1</b>	<b>1</b>	4	2	XX	<b>1</b>	<b>1</b>	4 -> 3	2 -> <b>1</b>	XXX	
Mary	4	5	2	4		4	5	2 -> <b>1</b>	4 -> 3	X	
Bob	2	3	<b>1</b>	5	X	2	3	1 -> 0	5 -> 4		
Susan	3	2	3	3		3	2	3 -> 2	3 -> 2		
Mike	5	4	5	<b>1</b>	X need 3	5	4	5 -> 4	1 -> 0	Joe wins	

		Ranked Choice round 1					Ranked Choice round 2				
		DIRECTOR					DIRECTOR				
APPLICANT	A	B	C	D	talley	A	B	C	D	talley	
Joe Mary	<b>1</b>	<b>1</b>	3	2	XX	<b>1</b>	<b>1</b>	3 -> 2	2 -> <b>1</b>	XXX	
Bob	3	4	<b>1</b>	4	X	3	4	1 -> 0	4 -> 3		
	2	3	2	<b>1</b>	X	2	3	2 -> <b>1</b>	1 -> 0	X	
Mike	4	2	4	3	need 3	4	2	4 - 3	3 -> 2	Joe wins	

Ranked Choice round 1

		DIRECTOR				
APPLICANT	A	B	C	D	talley	
Susan	1	8	7	6	X	
Bob	2	3	8	7		
Mary	3	1	1	8	XX	
Theo	4	2	2	1	X	
Jane	5	4	3	2		
Homer	6	5	4	3		
Betty	7	6	5	4		
Charles	8	7	6	5		

need 3

Ranked Choice round 2

		DIRECTOR				
	A	B	C	D	talley	
1 -> 0	8		7	6 -> 5		
2 -> 1	3		8	7 -> 6	X	
3 -> 2	1	1	8	8 -> 7	XX	
4 -> 3	2		2	1 -> 0		
5 -> 4	4		3	2 -> 1	X	
6 -> 5	5		4	3 -> 2		
7 -> 6	6		5	4 -> 3		
8 -> 7	7		6	5 -> 4		

need 3

Ranked Choice round 3

		DIRECTOR				
	A	B	C	D	talley	
0 0	8		7	5 -> 4		
1 -> 0	3		8	6 -> 5		
2 -> 1	1	1	1	7 -> 6	XXX	
3 -> 2	2		2	0 0		
4 -> 3	4		3	1 -> 0	X	
5 -> 4	5		4	2 -> 1		
6 -> 5	6		5	3 -> 2		
7 -> 6	7		6	4 -> 3		

Mary wins

THIS 2 - 1 - 1 EXAMPLE REQUIRES AN ADDITIONAL TIE-BREAKER ROUND.

Ranked Choice round 1

		DIRECTOR				
APPLICANT	A	B	C	D	talley	
Joe	1	1	4	3	XX	
Mary	3	3	2	2		
Bob	2	5	1	5	X	
Susan	4	2	3	4		
Mike	5	4	5	1	X	

need 3

Ranked Choice round 2

		DIRECTOR				
	A	B	C	D	talley	
1	1	1	4 -> 3	3 -> 2	XX	
3	3		2 -> 1	2 -> 1	XX	
2	5		1 -> 0	5 -> 4		
4	2		3 -> 2	4 -> 3		
5	4		5 -> 4	1 -> 0		

Tie ----->

Tie breaker round:  
Which of the tied applicants has the most 2s?  
Joe has one 2 and Mary has none.  
**Joe wins.**



2 - 2 EXAMPLE

Ranked Choice round 1  
DIRECTOR

APPLICANT	A	B	C	D	talley
Joe	<b>1</b>	<b>1</b>	3	2	XX
Mary	3	4	<b>1</b>	<b>1</b>	XX
Bob	2	2	4	3	
Mike	4	3	2	4	Tie ----- >

Tie breaker round:  
Which of the tied applicants has the most 2's?  
Joe has one 2 and Mary has none.  
**Joe wins.**

1 - 1 - 1 - 1 EXAMPLES

Ranked Choice round 1 DIRECTOR

APPLICANT	A	B	C	D	talley
JOE					X
MARY	<b>1</b>	5	4	3	X
BOB	4	<b>1</b>	2	4	X
SUSAN	2	3	<b>1</b>	5	
MIKE	3	2	5	2	X
	5	4	3	<b>1</b>	Tie ----- >

Tie breaker round 1  
Which of the tied applicants has the most 2's?  
Mary and Bob each has one 2.  
A two-way tie between Mary & Bob.

Tie breaker round 2  
Between Mary and Bob, who has the most 3's? Bob has one '3' and Mary has none.  
**Bob wins.**

Ranked Choice round 1 DIRECTOR

talley

APPLICANT	A	B	C	D	
JOE					X
	<b>1</b>	5	4	2	
MARY					X
	3	<b>1</b>	2	4	
BOB					X
	2	3	<b>1</b>	3	
SUSAN					
	4	2	5	5	X
MIKE					
	5	4	3	<b>1</b>	Tie ----- >

Tie breaker round 1

Which of the tied applicants has the most 2's?  
Joe, Mary and Bob each has one 2; Mike has none.  
Joe, Mary & Bob are tied.

Tie breaker round 2

Among Joe, Mary and Bob, who has the most 3's? Bob has two 3's and Mary has one.  
**Bob wins.**

Ranked Choice round 1 DIRECTOR

talley

APPLICANT	A	B	C	D	
Susan					X
	<b>1</b>	3	7	2	
Bob					X
	2	<b>1</b>	8	7	
Mary					
	3	4	6	6	
Theo					X
	4	2	2	5	
Jane					
	5	6	<b>1</b>	4	
Homer					
	6	5	3	3	X
Betty					
	7	8	5	8	
Charles					
	8	7	4	<b>1</b>	Tie ----- >

Tie breaker round 1

Which of the tied applicants has the most 2's?  
Susan and Bob each has one 2; Jane and Charles have none. Susan & Bob are tied.

Tie breaker round 2

Between Susan and Bob, who has the most 3's?  
Susan has one 3 and Bob has none.  
**Susan wins.**

Ranked Choice round 1 DIRECTOR

	A	B	C	D	talley
APPLICANT					
Susan	1	3	7	8	X
Bob	4	1	8	7	X
Mary	2	4	6	6	
Theo	3	2	2	5	
Jane	5	6	1	4	X
Homer	6	5	3	3	
Betty	7	8	5	2	
Charles	8	7	4	1	X

Tie ----- >

Tie breaker round 1

Which of the tied applicants has the most 2's?

No one has a 2.

Susan, Bob, Jane and Charles are still tied.

Tie breaker round 2

Between Susan, Bob, Jane and Charles, who has the most 3's?

Susan has one 3 and Bob, Jane and Charles have none.

**Susan wins.**

## **Addendum #2 to Policy 4150 – Policy and Procedures for Filling Vacancies on Board of Directors by Appointment**

This addendum is provided to outline the detailed instructions and procedures for the ranked choice and tie-breaking process. This procedure will take place in a public meeting forum.

1. Staff will prepare pre-printed ballots for each Director for the voting process.
2. The ballots will have the names of the applicants on the left-side, vertical axis and the names of the Directors across the top, horizontal axis (as depicted in Addendum #1).
3. All Directors will vote, placing/assigning ranked choice numbers for every candidate.
4. Ballots will be turned over to the Board Secretary.
5. The Board Secretary will read each ballot while a staff member assistant will record the ranked choice number on a consolidated ballot all while viewable via an overhead projector or via screenshare function if meeting is held electronically.
6. The Board Secretary will tabulate the tally in the far right-hand column for each applicant.
7. An applicant wins outright if ranked first by more than half of the voting Directors.
8. If there is no winner, then the Board Secretary will follow the procedures in 4150.3.2.3 until a winner is determined.



## CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.B.**

FROM: John F. Weigold, IV, General Manager

Meeting Date: November 10, 2021

Subject:

Consideration of Approval of First Amendment to the Memorandum of Agreement Between the Member Jurisdictions of the San Luis Obispo County Integrated Waste Management Authority and the Authorized Districts

**RECOMMENDATIONS:**

It is recommended that the Board of Directors approve the First Amendment to the Memorandum of Agreement Between the Member Jurisdictions of the San Luis Obispo County Integrated Waste Management Authority and the Authorized Districts.

**FISCAL IMPACT:**

There is no fiscal impact associated with this item at this time.

**DISCUSSION:**

The Integrated Waste Management Authority (IWMA) is a Joint Powers Authority that has been comprised of the County of San Luis Obispo (County), seven cities (Arroyo Grande, Atascadero, Grover Beach, Morro Bay, Paso Robles, Pismo Beach, and San Luis Obispo) and numerous special districts (the Avila Beach, California Valley, Cambria, Ground Squirrel Hollow, Heritage Ranch, Los Osos, Nipomo, Oceano, San Miguel, Nipomo, San Simeon, and Templeton Community Services Districts, and the Cayucos Sanitary District). As was discussed in the recent staff report related to the new ordinance to comply with SB 1383, IWMA has taken the lead in assisting its member agencies with complying with the new law's requirements.

The IWMA is governed by a First Amended Joint Powers Agreement (JPA) entered into by the County and the seven cities in the County. A Memorandum of Agreement (MOA) between the IWMA's member jurisdictions and the special districts in the County with activated solid waste powers, governs the identified special districts' participation in the IWMA, including the Cambria Community Services District.

The IWMA has been governed by a thirteen-member Board of Directors consisting of all five County Supervisors, one elected representative from each of the seven cities, and one elected representative from the participating special districts. On August 10, 2021, however, the County Board of Supervisors held a hearing to decide whether to withdraw from the IWMA and voted to withdraw from the IWMA and implement an independent County solid waste compliance program. On September 14, 2021, the County Board of Supervisors passed a resolution to formally notify the IWMA of its intent to withdraw on November 15, 2021.

On October 13, 2021, the IWMA Board of Directors approved as to form an amendment to the JPA that removes the County and enables the Board of Directors to continue to meet and conduct the necessary business of the IWMA. In addition, the IWMA Board of Directors approved as to form an amendment to the MOA between the IWMA members and the special districts to

ensure consistency with the JPA. In order to become effective, both of these documents must be approved by all of the remaining members of the IWMA.

The proposed Second Amendment to the JPA and the MOA amendment are necessary to remove the County from the JPA and its Board of Directors to ensure that the IWMA Board of Directors may continue to meet without the participation of the County Board of Supervisors. The proposed amendments also include changes to the quorum and voting provisions contained in section 8.5 of the JPA. Currently, Section 8.5 requires at least one County representative to constitute a quorum. In addition, Section 8.5 includes language requiring eight affirmative votes (aka, a "supermajority") of the Board of Directors to approve any action when invoked by any member of the Board. This supermajority provision is proposed to be removed as there will only be eight remaining members of the IWMA Board of Directors following the removal of the five County Supervisors. The MOA is also proposed to be amended to bind the participating special districts to the terms of Second Amended JPA.

It is anticipated that additional amendments will be made to the JPA to address the needs of the remaining members. A committee of staff from the IWMA and the remaining member agencies is being formed to develop the additional amendments, which will return to the member agencies for adoption at a later date.

We are also aware that most of the cities that are members of the IWMA have conditioned their approvals of the amendments to the JPA on a number of requirements, including that the IWMA hire a consultant to evaluate the IWMA's staffing, fees and programs. Accordingly, the IWMA MOA Amendment currently before the Board for its consideration is only designed to facilitate IWMA's current functioning while other issues related to its ongoing operations and existence are sorted out. Given the role that IWMA is currently serving in working with its member agencies on compliance with SB 1383, staff recommends that the Board approve the First Amendment to the Memorandum of Agreement Between the Member Jurisdictions of the San Luis Obispo County Integrated Waste Management Authority and the Authorized Districts.

Attachments: October 20, 2021 Letter from IWMA with Second Amendment to the San Luis Obispo County Integrated Waste Management Authority ("IWMA") Joint Powers Agreement, and the First Amendment to the Memorandum of Agreement between the Member Jurisdictions of the San Luis Obispo County Integrated Waste Management Authority and the Authorized Districts.



# SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY

Connecting the Community to Waste Solutions

**IWMA Board of Director's**

Charles Bourbeau - President,  
City of Atascadero

Jan Marx - Vice President,  
City of San Luis Obispo

Robert Enns - Past President,  
Special Districts

Debbie Arnold - Supervisor,  
San Luis Obispo County Dist. 5

Karen Bright,  
City of Grover Beach

Lynn Compton - Supervisor,  
San Luis Obispo County Dist. 4

Bruce Gibson - Supervisor,  
San Luis Obispo County Dist. 2

John Hamon,  
City of Paso Robles

Jeff Heller,  
City of Morro Bay

Scott Newton,  
City of Pismo Beach

Dawn Ortiz-Legg - Supervisor,  
San Luis Obispo County Dist. 3

John Peschong - Supervisor,  
San Luis Obispo County Dist. 1

Keith Storton,  
City of Arroyo Grande

**IWMA Staff**

Patti Toews,  
Interim Executive Director

Kelly York,  
SB Program Manager

Barbara Aspernelson,  
Accountant

Sasha Del Giorgio,  
Clerk of the Board

Jeff Minnery  
Legal Counsel

Via Electronic and U.S. Mail

October 20, 2021

Cambria CSD  
Attn: John Weigold and Legal Counsel  
PO Box 65  
Cambria, CA. 93428

**Re: Agency Adoption of Amendment to the IWMA Memorandum of Agreement ("MOA")**

Dear Mr. Weigold and Legal Counsel:

On October 13, 2021, the Board of Directors of the San Luis Obispo County Integrated Waste Management Authority ("IWMA") approved "as to form" the enclosed amendment to the Memorandum of Agreement ("MOA Amendment"). The MOA was originally executed by and between the Cities, the County, and Special Districts with solid waste powers to amend the IWMA Joint Powers Agreement ("JPA") to include those Special Districts for representation on the IWMA Board. This MOA Amendment formalizes the Special Districts' acceptance of an amendment to the JPA, also approved on October 13<sup>th</sup> ("JPA Amendment"), which is described more fully below.

The revisions encompassed in the JPA Amendment are limited to those specific to board composition, quorum requirements, and the required Government Code designated agency, following the County's formal withdrawal on November 15, 2021. The "supermajority" provision in Section 8.5 is also deleted. Without this deletion, a unanimous vote could be required on any item with the request of one board member. Instead, this revision provides for a simple majority on all matters. The IWMA Executive Committee is considering the formation of an ad hoc committee to assist with further modification of the JPA in the near future. The JPA Amendment reflects a preliminary step.

For this MOA Amendment to be effective, it will need to be adopted by all member agencies. It is our anticipation that your board of directors will consider this Amendment prior to November 15, 2021.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Patti Toews".

Patti Toews, Interim Executive Director  
Integrated Waste Management Authority

**Enclosures:**

Amendment to IWMA JPA re Quorum\_redline  
Amendment to IWMA MOA re JPA Amendment

**SECOND AMENDMENT TO THE  
SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY  
("IWMA") JOINT POWERS AGREEMENT**

This Second Amendment to the Joint Powers Agreement ("Second Amendment") dated October 13, 2021, is made by and between the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo, hereinafter called "Cities," and the County of San Luis Obispo, hereinafter called "County."

**RECITALS**

**WHEREAS**, on May 10, 1994, an agreement was executed by and between the Cities and the County forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (Government Code sections 6500 et seq.), for the purposes of facilitating the development of waste diversion programs and projects and of providing economies of scale on a regional basis (hereinafter referred to as the "JPA Agreement"); and

**WHEREAS**, in or around 2001, a memorandum of agreement ("MOA") was executed by and between the Cities, the County, and certain special districts within the County ("Authorized Districts") (collectively "parties") amending the JPA Agreement to include the Authorized Districts for representation on the IWMA Board ("First Amendment to the JPA Agreement"); and

**WHEREAS**, Section 7.2 (b) of the JPA Agreement provides that "[r]epresentatives to the Authority shall consist of the five members of the Board of Supervisors of the County of San Luis Obispo and of one additional member from the governing body of each incorporated city within the boundaries of the County of San Luis Obispo which is a party to this Agreement . . ."; and

**WHEREAS**, Section 8.5 of the JPA Agreement provides that to establish a quorum of the IWMA Board, there must be present a majority of representatives, "including one COUNTY representative"; and

**WHEREAS**, on September 14, 2021, the County Board of Supervisors voted to withdraw from the IWMA with an effective date of November 15, 2021; and

**WHEREAS**, to facilitate the continued operation of the IWMA Board of Directors without the County as a member jurisdiction, this Second Amendment to the JPA Agreement is necessary to (1) revise the representative members of the IWMA Board of Directors to eliminate the participation of the County Board of Supervisors; and (2) eliminate the requirement that a County representative is required to establish a quorum of the IWMA Board.



**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Section 5.3 of the JPA Agreement is amended and restated as follows:

Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the Members in the exercise of similar powers. In no event shall the Authority be authorized to exercise any power not expressly authorized. The Authority hereby designates the City of San Luis Obispo as the Member required to be designated by Section 6509 of the California Government Code.

2. Section 7.2 (b) of the JPA Agreement is amended and restated as follows:

Representatives of the CITIES shall be appointed to serve on the Board in accordance with procedures established by each of the governing bodies of the member agencies. Representatives to the Authority shall consist of one member from the governing body of each incorporated city, within the boundaries of the County of San Luis Obispo, which is a party to this Agreement, with each incorporated area being limited to one representative. Representatives shall serve so long as they hold office with their member agency or until they shall resign or be removed by a majority vote of their member agency. Vacancies among representatives shall be filled in the same manner as the first appointment.

3. Section 8.5 of the JPA Agreement is amended and restated as follows:

8.5 Quorum and voting. For purposes of conducting business, there shall be present a quorum consisting of a majority of representatives. Each representative shall have one vote. No action shall be effective without the affirmative votes of a majority of those present. The representatives to the Authority shall adopt such procedures as are consistent with this Agreement and necessary to conduct the business of the Authority in an orderly manner.

4. All other terms and conditions of the JPA Agreement will remain in full force and effect.
5. Effective Date. This Second Amendment shall become effective upon the adoption and execution of all member agencies and the formal exit of the County of San Luis Obispo from the IWMA.

**IN WITNESS WHEREOF**, the parties have each caused this Second Amendment to the JPA to be executed by their duly authorized representative effective upon the execution by all member agencies.

**SECOND AMENDMENT TO THE  
SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY  
("IWMA") JOINT POWERS AGREEMENT**

This Second Amendment to the Joint Powers Agreement ("Second Amendment") dated October 13, 2021, is made by and between the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo, hereinafter called "Cities," and the County of San Luis Obispo, hereinafter called "County."

**RECITALS**

**WHEREAS**, on May 10, 1994, an agreement was executed by and between the Cities and the County forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (Government Code sections 6500 et seq.), for the purposes of facilitating the development of waste diversion programs and projects and of providing economies of scale on a regional basis (hereinafter referred to as the "JPA Agreement"); and

**WHEREAS**, in or around 2001, a memorandum of agreement ("MOA") was executed by and between the Cities, the County, and certain special districts within the County ("Authorized Districts") (collectively "parties") amending the JPA Agreement to include the Authorized Districts for representation on the IWMA Board ("First Amendment to the JPA Agreement"); and

**WHEREAS**, Section 7.2 (b) of the JPA Agreement provides that "[r]epresentatives to the Authority shall consist of the five members of the Board of Supervisors of the County of San Luis Obispo and of one additional member from the governing body of each incorporated city within the boundaries of the County of San Luis Obispo which is a party to this Agreement . . ."; and

**WHEREAS**, Section 8.5 of the JPA Agreement provides that to establish a quorum of the IWMA Board, there must be present a majority of representatives, "including one COUNTY representative"; and

**WHEREAS**, on September 14, 2021, the County Board of Supervisors voted to withdraw from the IWMA with an effective date of November 15, 2021; and

**WHEREAS**, to facilitate the continued operation of the IWMA Board of Directors without the County as a member jurisdiction, this Second Amendment to the JPA Agreement is necessary to (1) revise the representative members of the IWMA Board of Directors to eliminate the participation of the County Board of Supervisors; and (2) eliminate the requirement that a County representative is required to establish a quorum of the IWMA Board.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Section 5.3 of the JPA Agreement is amended and restated as follows:

Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the Members in the exercise of similar powers. In no event shall the Authority be authorized to exercise any power not expressly authorized. The Authority hereby designates the City of San Luis Obispo ~~San Luis Obispo County~~ as the Member required to be designated by Section 6509 of the California Government Code.

2. Section 7.2 (b) of the JPA Agreement is amended and restated as follows:

Representatives of the ~~COUNTY and~~ CITIES shall be appointed to serve on the Board in accordance with procedures established by each of the governing bodies of the member agencies. Representatives to the Authority shall consist of ~~the five members of the Board of Supervisors of the County of San Luis Obispo and of one~~ **additional** member from the governing body of each incorporated city within the boundaries of the County of San Luis Obispo which is a party to this Agreement, with each incorporated area being limited to one representative. Representatives shall serve so long as they hold office with their member agency or until they shall resign or be removed by a majority vote of their member agency. Vacancies among representatives shall be filled in the same manner as the first appointment.

3. Section 8.5 of the JPA Agreement is amended and restated as follows:

8.5 Quorum and voting. For purposes of conducting business, there shall be present a quorum consisting of a majority of representatives, ~~including one COUNTY representative.~~ Each representative shall have one vote. No action shall be effective without the affirmative votes of a majority of those present. ~~However, eight (8) affirmative votes shall be required for taking any action in the event any Member demands such a vote.~~ The representatives to the Authority shall adopt such procedures as are consistent with this Agreement and necessary to conduct the business of the Authority in an orderly manner.

4. All other terms and conditions of the JPA Agreement will remain in full force and effect.
5. Effective Date. This Second Amendment shall become effective upon the adoption and execution of all member agencies and the formal exit of the County of San Luis Obispo from the IWMA.

**IN WITNESS WHEREOF**, the parties have each caused this Second Amendment to the JPA to be executed by their duly authorized representative effective upon the execution by all member agencies.



**FIRST AMENDMENT TO THE  
MEMORANDUM OF AGREEMENT BETWEEN THE MEMBER JURISDICTIONS OF  
THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT  
AUTHORITY AND THE AUTHORIZED DISTRICTS**

This First Amendment to the Memorandum of Agreement (“First Amendment to the MOA”) is executed on the date below stated, by and between the Member Jurisdictions of the San Luis Obispo County Integrated Waste Management Authority (the County of San Luis Obispo and the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo) and the special district parties to the Memorandum of Agreement (“MOA”) (Avila Beach Community Services District, California Valley Community Services District, Cambria Community Services District, Cayucos Sanitary District, Ground Squirrel Hollow Community Services District, Heritage Ranch Community Services District, Los Osos Community Services District, Nipomo Community Services District, Oceano Community Services District, San Miguel Community Services District, San Simeon Community Services District, and Templeton Community Services District (hereinafter “Authorized Districts”)).

**RECITALS**

**WHEREAS**, on May 10, 1994, an agreement was executed by and between the incorporated cities of San Luis Obispo County and the County of San Luis Obispo forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (Government Code sections 6500 et seq.), for the purpose of facilitating the development of waste diversion programs and projects that provide economies of scale without interfering with individual agencies’ exercise of power within their own jurisdiction (hereinafter referred to as the “JPA Agreement”); and

**WHEREAS**, pursuant to the JPA Agreement, the power to perform the responsibilities of the joint powers authority was vested in the San Luis Obispo County Integrated Waste Management Authority Board of Directors (“IWMA Board”); and

**WHEREAS**, in or around 2001, an MOA was executed by and between the incorporated cities, the County of San Luis Obispo, and the Authorized Districts amending the JPA Agreement to include the Authorized Districts for representation on the IWMA Board (“First Amendment to the JPA Agreement”); and

**WHEREAS**, in or around October 13, 2021, the JPA Agreement was amended (“Second Amendment to the JPA Agreement”) to reflect the County of San Luis Obispo’s withdrawal from the IWMA (a true and correct copy of the Second Amendment to the JPA Agreement is attached hereto as Exhibit A); and

**WHEREAS**, by this First Amendment to the MOA, the parties hereto desire to acknowledge, accept, and agree to be bound by the terms and conditions of the Second Amendment to the JPA Agreement.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. The parties hereto desire to acknowledge, accept, and agree to be bound by the terms and conditions of the Second Amendment to the JPA Agreement.
2. All other terms and conditions of the MOA will remain in full force and effect.

This First Amendment to the MOA may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

**IN WITNESS WHEREOF**, the parties have each caused this First Amendment to the MOA to be executed by their duly authorized representative effective upon the execution by all member agencies.

**CAMBRIA COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL EFFECT:**

By: \_\_\_\_\_  
Attorney

Date: \_\_\_\_\_

**JOINT POWERS AGREEMENT**

**TO ESTABLISH AN**

**INTEGRATED WASTE MANAGEMENT AUTHORITY**

**FOR THE CITIES AND COUNTY OF**

**SAN LUIS OBISPO, CALIFORNIA**

**JOINT POWERS AGREEMENT  
TO ESTABLISH AN  
INTEGRATED WASTE MANAGEMENT AUTHORITY  
FOR THE CITIES AND COUNTY OF SAN LUIS OBISPO, CALIFORNIA**

THIS JOINT POWERS AGREEMENT is made and entered into this 10<sup>th</sup> day of May, 1994, by and between the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo, all being municipal corporations of the State of California and located within the boundaries of the County of San Luis Obispo California, hereinafter called "CITIES," and the County of San Luis Obispo, a body politic and corporate and a subdivision of the State of California, hereinafter called "COUNTY," as follows:

**WHEREAS**, Section 6500, et seq., of the California Government Code (Title 1, Division 7, Chapter 5, Article 1) provides for agreements between two or more public agencies to jointly exercise any power common to the contracting parties, subject to certain mandatory provisions contained therein; and

**WHEREAS**, it is desirable that a single agency be created by and with the consent of CITIES and COUNTY to advise, plan for, suggest, and implement solutions to common solid waste problems; assist with programs by utilizing the professional talents of the various governmental jurisdictions in the County and of experts in various other fields and to coordinate their efforts; and

**WHEREAS**, the California Integrated Waste Management Act (California Public Resources Code section 40000 et seq.) and all regulations adopted under that legislation

requires, among other things, that certain public agencies in California make adequate provision for solid waste management within their jurisdictions; and

WHEREAS, the CITIES and COUNTY have the power to plan, acquire, construct, maintain, manage, regulate, operate and control facilities for the collection, transportation, processing and disposal of the solid waste, including recyclables, generated within their jurisdictions; and

WHEREAS, the CITIES and COUNTY believe that by combining their separate powers they can achieve their waste diversion goals and satisfy the requirements of the Integrated Waste Management Act more effectively than if they exercise those powers separately; and

WHEREAS, the CITIES and COUNTY intend by this Agreement to exercise their respective powers jointly and to exercise such additional powers as are available for the purpose of achieving their waste diversion goals, complying with the Integrated Waste Management Act and developing integrated resource recovery facilities for the benefit of all CITIES and COUNTY; and

WHEREAS, the CITIES and COUNTY intend, pursuant to this Agreement, to establish a regional agency in accordance with Public Resources Code Section 40973; and

WHEREAS, the CITIES and COUNTY intend, pursuant to this agreement and Public Resources Code Section 40973, that said regional agency, and not the CITIES and COUNTY which are members of the regional agency, shall be responsible for compliance with the waste diversion requirements set forth in the Public Resources Code, Article 1 of Chapter 6 (commencing with Section 41780); and



WHEREAS, the CITIES and COUNTY desire to establish and confer upon a separate legal entity the powers necessary to enable them to achieve their waste diversion goals and to comply with the Integrated Waste Management Act.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**SECTION 1. Definitions.**

To the extent that any of the following definitions conflict with any definition set forth in the California Integrated Waste Management Act, (PRC Sec. 40000 et seq.), and the Regulations promulgated thereunder, said Act and/or Regulations shall take priority. The terms defined in this Section that begin in this Agreement with quotation marks have the following meanings:

1.1 "Act" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.) and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

1.2 "Agreement" means this Joint Exercise of Powers Agreement, as it may be amended from time to time.

1.3 "Authority" means the San Luis Obispo County Integrated Waste Management Authority, a joint exercise of powers agency created by the Members pursuant to this Agreement.

1.4 "Board" means the Board of Directors of the Authority.

1.5 "City" means any Member that is a city, and "Cities" means all of the Members that are cities.

1.6 "Composting Facility" means a facility at which composting is conducted and which produces a product meeting the definition of compost in Public Resources Code (PRC) section 40116. ("Compost" means the product resulting from the controlled biological decomposition of organic wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility. "Compost" includes vegetable, yard and wood wastes which are not hazardous waste, and biosolids where combined with other organic materials in a mixture that consists largely of decayed organic matter, and is used for fertilizing and conditioning land.)

1.7 "County" means the unincorporated areas of San Luis Obispo County, California.

1.8 "Fiscal Year" means the period commencing on each July 1 and ending on the following June 30.

1.9 "HHW" means household hazardous waste as described in the household hazardous waste element as required by the Act (California Public Resources Code Sections 40000 et seq.), as that element may be amended from time to time.

1.10 "HHWE" means the Household Hazardous Waste Element as required by the Act (California Public Resources Code Sections 40000 et seq.) as that element may be amended from time to time.

1.11 "Joint Facilities" means a materials recovery facility, composting or HHW Facility, or combination thereof, which is located within the boundary of the Authority and is owned by some or all of the members directly, or by the Authority, or by private entity, for the benefit of some or all of the members.

1.12 "Manager" means the person hired and appointed by the Board as the Authority's administrative officer to administer the affairs of the Authority and to effect the policies of the Board.

1.13 "Member" means any of the signatories to this Agreement and "Members" means all of the signatories to this Agreement.

1.14 "MRF" means a "materials recovery facility" which means a permitted solid waste facility where solid wastes or recyclable materials are sorted or separated, by hand or by use of machinery, for the purposes of recycling or composting. (Title 14, Ch. 9, Art. 3, Section 18720, "Definitions.") "MRF" means a transfer station which is designed to, and, as a condition of its permit, shall recover for reuse or recycling at least 15 percent of the total volume of material received by the facility. (PRC 50000(a)(4).)

1.15 "NDFE" means a Nondisposal Facility Element as required by the Act (California Public Resources Code Sections 40000 et seq.), as that element may be amended from time to time.

1.16 "Revenue Bonds" means revenue bonds, notes, certificates of participation and any other instruments and evidences of indebtedness issued by the Authority from time to time pursuant to the law or any other applicable law in order to finance the MRF, any Joint Facilities or any Sole Use Facilities.

1.17 "Sole Use Facilities" means an integrated resource recovery facility, performing one or more of the functions of a MRF, composting or HHW Facility which is located within the boundary of the Authority and is owned by one member or a private entity, but in all events is operated for the benefit of one or more, but not all, of the Members.

1.18 "Solid Waste Landfill" shall have the meaning set forth in Section 40195.1 of the Public Resources Code, as that section may be amended from time to time.

1.19 "SRRE" means a Source Reduction And Recycling Element as required by the Act (California Public Resources Code Sections 40000 et seq.), as that element may be amended from time to time.

## SECTION 2. Purpose.

\*This Agreement is entered into for the purposes of providing for the joint exercise of certain powers common to the Members and for the exercise of such additional powers as are conferred by law in order to achieve our waste diversion goals. The Members are each empowered by the laws of the State of California to exercise the powers specified in this Agreement and to comply with the provisions of the Act and other laws. These common powers shall be exercised for the benefit of any one or more of the Members or otherwise in the manner set forth in this Agreement.

The members enter the agreement with the intent to operate the Authority in compliance with the requirements of the Act, with a minimum level of staff, addressing those operations and programs that can be most cost-effectively handled at the regional level by maximizing local resources, private sector participation, and contract services provision. The duties and responsibilities of each city and the County are described in the applicable adopted plans. The Authority is formed with the purpose and intent of

facilitating the development of programs and projects that provide economies of scale without interfering with individual agencies' exercise of power within their own jurisdiction.

### **SECTION 3. Creation of Authority.**

3.1 The Members hereby create and establish an authority and public entity to be known as the "San Luis Obispo County Integrated Waste Management Authority," (hereinafter referred to as Authority) it being understood that the Board shall be entitled to change the Authority's name from time to time if it so chooses. The Authority shall be a public entity separate from each of the Members.

3.2 The Authority shall constitute a regional agency pursuant to Public Resources Code Section 40973. Said regional agency, and not the CITIES and COUNTY which are members of the regional agency, shall be responsible for compliance with the waste diversion requirements set forth in the Public Resources Code, Article 1 of Chapter 6 (commencing with Section 41780). In the event that the regional agency fails to comply with said waste diversion requirements, it is expressly understood and agreed that Section 12 of this Agreement shall provide for indemnification for the benefit of the regional agency and its members as specifically set forth therein.

3.3 The assets, rights, debts, liabilities and obligations of the Authority shall not constitute assets, rights, debts, liabilities or obligations of any of the Members. However, nothing in this Agreement shall prevent any Member from separately contracting for, or assuming responsibility for, specific debts, liabilities or obligations of

the Authority, provided that both the Board and that Member approve such contract or assumption.

#### **SECTION 4. Term.**

The Authority shall become effective as of the date of this Agreement. It shall continue until dissolved in accordance with Section 13 of this Agreement. However, in no event shall the Authority be dissolved if its dissolution would conflict with or violate the terms or conditions of any Revenue Bonds or related documentation including, without limitation, indentures, resolutions and letter of credit agreements.

#### **SECTION 5. Powers.**

5.1 The Authority is empowered to acquire, construct, finance, refinance, operate, regulate and maintain a Solid Waste Landfill, transfer station, a MRF, composting, HHW, or Joint Facilities and Sole Use Facilities subject, however, to the conditions and restrictions contained in this Agreement. The Authority shall also have the power to plan, study and recommend proper solid waste management consistent with the Act and, to the extent permitted by the Act and this Agreement, implement the programs specified in the state approved and locally adopted SRREs, the HHWE, the NDFE, and the Countywide or Regional Siting Element for all or any portion of the area included within the Authority's boundary. Notwithstanding any other provisions of this agreement, the Authority shall not acquire, regulate, set fees for, or operate any solid



waste landfills, recycling, or composting facilities owned or operated by member jurisdictions without the express written consent of such member(s).

5.2 To the full extent permitted by applicable law, the Authority is authorized, in its own name, to do all acts necessary or convenient for the exercise of such powers that each Member could exercise separately including, without limitation, any and all of the following:

- (a) to make and enter into contracts, including contracts with any Member;
- (b) to apply for and accept grants, advances and contributions;
- (c) to contract for the services of engineers, attorneys, accountants, planners, consultants, fiscal agents and other persons and entities;
- (d) to make plans and conduct studies;
- (e) to acquire, improve, hold, lease and dispose of real and personal property of all types;
- (f) to sue and be sued in its own name;
- (g) to incur and discharge debts, liabilities and obligations;
- (h) to establish rates, tolls, tipping fees, other fees, rentals and other charges in connection with the Authority's facilities identified in Paragraph 5.1 herein, as well as any and all services provided by the Authority;
- (i) to hire agents and employees;

- (j) to exercise the power of eminent domain for the acquisition of real and personal property;
- (k) to issue Revenue Bonds, grant or bond anticipation notes, or other governmental financing instruments, in accordance with all applicable laws for the purpose of raising funds to finance or refinance the acquisition, construction, improvement, renovation, repair, operation, regulation or maintenance of the facilities identified in Paragraph 5.1 herein;
- (l) to sell or lease the facilities identified in Paragraph 5.1 herein;
- (m) to loan the proceeds of Revenue Bonds to any person or entity to finance or refinance the acquisition, construction, improvement, renovation or repair of the facilities identified in Paragraph 5.1 herein;
- (n) to provide that the holders of Revenue Bonds, whether directly or through a representative such as an indenture trustee, be third party beneficiaries of any of the obligations of any Member to the Authority and to covenant with the holders of any Revenue Bonds on behalf of any such Member to perform such obligations and comply with any agreements that Member may have with the Authority.

5.3 Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the Members in the exercise of

similar powers. In no event shall the Authority be authorized to exercise any power not expressly authorized. The Authority hereby designates San Luis Obispo County as the Member required to be designated by Section 6509 of the California Government Code.

5.4 If and to the extent the Authority exercises a power granted to it under this Agreement and the exercise of a like power by one or more Members within its or their boundaries would be inconsistent with or likely to interfere with the exercise of that power by the Authority, that Member or those Members shall not exercise that power; provided, however, that nothing in this Agreement shall limit a Member's right or that of any commission, agency or other body or authority of any Member to adopt, amend or implement zoning, building, land use or safety ordinances, laws or regulations with respect to real estate located within its boundaries upon which a facility identified in Paragraph 5.1 and paragraph 5.2 (j) is or will be located.

#### **SECTION 6. Boundaries.**

The boundaries of the Authority shall be the boundaries of San Luis Obispo County. In the event a member withdraws from the Authority, the boundaries shall be modified to exclude the area of the withdrawing member. Section 6 shall not prevent any facility identified in Paragraph 5.1 herein from being located outside the boundary of the Authority.

## SECTION 7. Organization.

7.1 The Board. The Authority shall be governed by the Board, which shall exercise or oversee the exercise of all powers and authority on behalf of the Authority.

### 7.2 Membership:

(a) Membership in the Authority shall be voluntary, but only the County of San Luis Obispo and all cities incorporated in the County of San Luis Obispo presently or in the future, are declared eligible for membership in the Authority.

(b) Representatives of the COUNTY and CITIES shall be appointed to serve on the Board in accordance with procedures established by each of the governing bodies of the member agencies. Representatives to the Authority shall consist of the five members of the Board of Supervisors of the County of San Luis Obispo and of one additional member from the governing body of each incorporated city within the boundaries of the County of San Luis Obispo which is a party to this Agreement, with each incorporated area being limited to one representative. Representatives shall serve so long as they hold office with their member agency or until they shall resign or be removed by a majority vote of their member agency. Vacancies among representatives shall be filled in the same manner as the first appointment.

- (c) Member agencies may elect to have an alternate member(s) in addition to any official member, but said alternate shall be an elected official and shall be able to vote only in the absence of the official representative.
- (d) Designation of the official representative or alternate(s), or changes thereto, shall be transmitted in writing to the Manager of the Authority by the appointing agency.
- (e) In addition to the incorporated cities presently a party to this Agreement, any other city which may hereafter be incorporated within the boundaries of the County of San Luis Obispo and which may desire to participate in the activities of the Authority may do so by executing this Agreement without prior approval or ratification of the named parties to this Agreement and shall thereafter be governed by all the terms and provisions of this Agreement as of the date of execution.
- (f) Membership shall be contingent upon the execution of this Joint Powers Agreement and subsequent annual ratification.

7.3 Principal Office. The principal office of the Authority shall be established by the Board within the boundary of the Authority. The Board may change that principal office upon giving at least 15 days' notice to each Member and to the California Integrated Waste Management Board.

#### 7.4 Officers.

- (a) The officers of the Board shall consist of a President and Vice-President elected for a term of one year by a majority vote of member agency representatives to the Authority.
- (b) Both the President and Vice-President of the Board shall be elected at the last meeting preceding July of said year.
- (c) The officers shall serve until their successors are elected.
- (d) The duties of the officers shall be as follows:
  - 1) President
    - a) Shall preside over all meetings of the Board as Chairman.
    - b) Shall appoint all ad hoc committees subject to ratification by the Board.
    - c) Shall exercise general supervision over all activities of said Authority.
    - d) Shall be an ex-officio member of all committees.
    - e) Shall execute all contracts and legal documents on behalf of the Authority.
  - 2) Vice-President
    - a) Shall serve as Chairman pro-tem in the absence of the President.
    - b) Shall give whatever aid necessary to the President in administering of the Authority.
    - c) Shall be an ex-officio member of all committees.



- (c) In the event of a vacancy occurring in the office of either the President or Vice-President upon said officer's death, resignation, removal or his/her ceasing to be an official representative of a member agency, such vacancy will be filled by majority vote of the Authority, the officer elected to serve for the balance of the unexpired term.

7.5 Manager. The Board shall employ or contract for the services of a manager (the "Manager") who shall be the chief administrative officer of the Authority. The Authority shall select a qualified manager using professional personnel standards and an open competitive process. The Manager shall plan, organize and direct the administration and operations of the Authority, shall advise the Board on policy matters, shall recommend an administrative structure to the Board, shall hire and discharge administrative staff, shall develop and recommend budgets, shall reply to communications on behalf of the Authority, shall approve payments of amounts duly authorized by the Board, shall carry out such other duties that may be assigned to the Manager by the Board from time to time and shall attend meetings of the Board. —

7.6 Committees.

- (a) Committees and subcommittees may be established as the Board may deem appropriate.
- (b) Membership on "ad-hoc" policy committees shall be at the discretion of the President subject to ratification by the Board. Nothing herein shall be construed to limit membership on

these aforesaid committees to officials of the member agencies. The President may appoint any individual deemed qualified to serve on a committee.

- (c) Standing Committees shall include an Executive Committee and a Solid Waste Technical Advisory Committee. The composition and bylaws of the standing committees shall be established by the Board by resolution.

#### **SECTION 8. Meetings of the Board.**

8.1 Regular Meetings. The Board shall hold at least four regular meetings each year. The date upon which, and the hour and place at which, each regular meeting shall be held shall be fixed by resolution of the Board.

8.2 Special Meetings. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code.

8.3 Notice of Meetings. All meetings of the Board shall be held subject to the provisions of the California Ralph M. Brown Act (Sections 54950 et seq. of the California Government Code) and other applicable laws of the State of California.

8.4 Minutes. The Manager shall cause minutes of all meetings of the Board and any committees of the Board to be kept and shall, after each meeting, cause a copy of the minutes to be forwarded to each member.

8.5 Quorum and voting. For purposes of conducting business, there shall be present a quorum consisting of a majority of representatives, including one COUNTY representative. Each representative shall have one vote. No action shall be effective without the affirmative votes of a majority of those present. However, eight (8) affirmative votes shall be required for taking any action in the event any Member demands such a vote. The representatives to the Authority shall adopt such procedures as are consistent with this Agreement and necessary to conduct the business of the Authority in an orderly manner.

8.6 Budget. The Cities and the County have entered into a *Memorandum of Agreement among the County of San Luis Obispo and the Cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo for the Establishment and Payment of Landfill Tipping Fee Surcharges To Support The San Luis Obispo Integrated Waste Management Authority* (the "MOA"). Pursuant to the MOA, those members of the Authority having jurisdiction over such matters have agreed to establish tipping fee surcharges (the "Tipping Fee Surcharges") which shall be paid into a Solid Waste Authority–Trust Fund (as defined in the MOA) for the purposes therein.

- (a) A line item and program budget for the Authority's operations shall be adopted by the Board for the ensuing Fiscal Year prior to June 30 of each year. All costs incurred by the Authority shall be set forth in the budget, and shall be paid out of the solid waste fund derived from tipping fee surcharges and other sources as approved by the Authority.

The line item and program budget shall be submitted in draft form to all member agencies for review and comment prior to adoption.

The line item and program budget shall include sufficient detail to constitute an operating guideline, the anticipated sources of funds, and the anticipated expenditures to be made for the operations of the Authority and the administration, maintenance and operating costs of the facilities identified in Paragraph 5.1 herein. Any budget for Sole Use Facilities shall be maintained separately. Approval of the line item and program budget by the Board shall constitute authority for the Manager to expend funds for the purposes outlined in the approved budget, but subject to the availability of funds.

- (b) A budget for the acquisition, construction, or operation of facilities, or for contracting for the acquisition, construction, or operation of facilities, identified in Paragraph 5.1 herein shall be adopted by the Board before the Authority commits any acquisition or construction funds or contracts. It may be amended if and when determined by the Board. Approval of the budgets for the facilities identified in Paragraph 5.1 herein shall constitute authority for the Manager (or any trustee or other fiduciary appointed by the Authority) to receive state or

federal grant funds and proceeds of Revenue Bonds and to expend funds for the acquisition, construction, or operation of the facilities identified in Paragraph 5.1 herein.

- (c) A budget(s) governing the acquisition, construction, or operation of Sole Use Facilities may be adopted by the affected Member or Members. When such budgets are adopted by affected members appropriate accounts shall be established by the Authority and designated as such Member's or Members' fund. Disbursement of such funds by the Authority shall be made only upon receipt of written authorization from the designated finance officer of the affected Member or Members. Receipts and disbursements for the acquisition or construction of Sole Use Facilities may also be made directly by the affected Member or Members, in which case such budgets shall not be a part of the budget of the Authority.

**8.7 Rules of Procedure.** The Board shall from time to time, establish rules and procedures for the conduct of their meetings.

**SECTION 9. Joint Operating Fund and Contributions.**

The Authority shall have the power to establish a joint operating fund. The fund shall be used to pay all administrative, operating and other expenses incurred by the Authority. Funding shall be on an enterprise basis or as determined by member agencies. All

monies in the joint operating fund shall be paid out by the Treasurer for the purposes for which the fund was created upon authorization by the President of the Board and approval by the Controller and Manager of demands for payment, or as otherwise authorized by resolution of the Board filed with the Treasurer. No Member shall be obligated to make any contributions of funds to the Authority for facilities to be established in accordance with Section 5.1 or pay any other amounts on behalf of the Authority, other than as required by this Section 9, without that Member's consent evidenced by a written instrument signed by a duly authorized representative of that Member.

The Authority shall contract with an independent certified professional accountant to conduct annual fiscal audits as required by the Public Utilities Code Section 99245.

9.1 Treasurer. The Treasurer of San Luis Obispo County shall be the Treasurer of the Authority. The Treasurer shall:

- a). Receive and receipt all money of the Authority and place it in the Treasury of San Luis Obispo County to the credit of the Authority.
- b). Be responsible for the safekeeping and disbursement of all Authority money held by him/her.
- c). Pay any sums due from the Authority, from Authority funds held by him/her or any portion thereof, upon warrants of the Controller designated herein.
- d). Invest funds.



The Authority shall reimburse the Treasurer for the actual cost of services rendered.

9.2 Controller. The Auditor-Controller of the County of San Luis Obispo shall be the Controller for the Authority. The Controller shall:

- a). Draw warrants to pay demands against the Authority when the demands have been approved by the Authority Board and/or the Manager. He/She shall be responsible on his/her official bond for his/her approval of the disbursement of Authority money.
- b). Keep and maintain records and books of accounts including keeping separate sub accounts of tipping fee surcharges and other revenues deposited into the Solid Waste Authority Trust Fund and expenditures made therefrom on the basis of generally accepted accounting principles.
- c). Make available all such financial records of the Authority to a certified public accountant or public accountant contracted by the Authority to make an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally acceptable auditing standards.
- d). Verify and report in writing as soon as possible after the first day of July, October, January, and April of each year to the Authority the amounts of monies he/she holds for the

Authority, the amount of receipts since his/her last report, and interest accrued to those funds.

The Authority shall reimburse the Auditor/Controller for the cost of services rendered.

#### **SECTION 10. Records and Accounts.**

This Section and Section 9 are intended to insure strict accountability of all funds of the Authority and to provide accurate reporting of receipts and disbursements of such funds. The Authority shall maintain accurate and correct books of account showing in detail the costs and expenses of any service or acquisition and construction and the maintenance, operation, regulation and administration of any service or joint use or sole use facility and all financial transactions of the Members relating to any service or joint use or sole use facility. Books and records shall be established and maintained in accordance with generally accepted accounting principles promulgated by the California State Controller's Office and the Governmental Accounting Standards Board. The books of account shall correctly show any receipts and any costs, expenses or charges to be paid by all or any of the Members. The books of account shall be open to inspection at all times by a representative or agent of any of the Members. In addition, if required by any resolution authorizing the issuance of Revenue Bonds, the Authority shall maintain appropriate books, records, accounts and files relating to each project as required by such resolution which shall be open to inspection by holders of Revenue Bonds if and to the extent, and in the manner, provided in the resolution.

#### SECTION 11. Rates.

The Authority shall establish and regulate rates to be charged at the new facilities identified in Paragraph 5.1 herein in amounts sufficient to discharge all indebtedness and liabilities relating to agencies under contract to provide efficient operation of facilities, the acquisition and construction of facilities (including, without limitation, any Revenue Bonds issued in connection therewith), and to accommodate the planning and implementation of activities required by the Act.

#### SECTION 12. Failure to Meet Waste Stream Requirements.

The Authority shall be entitled to cause the waste streams of each Member to be monitored, pursuant to procedures approved by the Board, in order to determine whether state waste diversion requirements are being met. If the waste stream diversion of any Member fails to meet any such requirements, that Member shall be solely responsible for any and all resulting liabilities, damages, criminal and civil sanctions, and costs and expenses. That Member shall also hold the Authority and the other Members harmless from and against any and all liabilities, damages, sanctions, costs and expenses that are incurred as a result of the violation or a claimed violation including, without limitation, all fees and costs of counsel. If two or more Members are responsible for a failure to meet any such requirements or are claimed to have violated any such requirements, the Members responsible for the violations or which are the subject of such claims shall be responsible to, and shall indemnify, the Authority and the other Members in proportion to their relative responsibility for the violations or claimed violations. Upon notification of any such violation or claim, the Member or Members shall take such prompt, corrective

action as is necessary to meet the requirements. Nothing in this Section shall preclude one or more Members or the Authority from imposing or establishing additional incentives to meet waste diversion requirements.

### **SECTION 13. Withdrawal and Dissolution.**

13.1 The parties to this Agreement pledge full cooperation and agree to assign representatives to serve as official member of the Authority or any committee or subcommittee thereof who shall act for and on behalf of their city or county in any or all matters which shall come before the Authority, subject to any necessary approval of their acts by the governing bodies of CITIES and COUNTY.

13.2 Any party to this Agreement may withdraw from the Authority, with 30 days notice, and terminate its participation in this Agreement by resolution of its governing body. The withdrawal of the member shall have no effect on the continuance of this Agreement among the remaining members and the Agreement shall remain in full force and effect with respect to the remaining members. No withdrawal shall become effective until 30 days after receipt of the written notice by the Authority.

13.3 A member which has withdrawn from the Authority shall not be liable for the payment of further contributions falling due beyond the date of withdrawal and shall have no right to reimbursement of any monies previously paid to Authority. The Authority may authorize a reimbursement if in its judgment such reimbursement is fair and equitable and can be done without jeopardy to the operation of the Authority. If any party

hereto fails to pay its contribution, as determined by the Authority, said entity shall be deemed to have voluntarily withdrawn from the Authority.

13.4 The Authority may be dissolved at any time and this Agreement terminated by a joint agreement executed by COUNTY and CITIES which are parties hereto. Said termination Agreement shall provide for the orderly payment of all outstanding debts and obligations and for the return of any surplus funds of Authority in proportion to the contributions made. In the event the Authority is abolished, the individual member agencies shall be responsible for complying with the requirements of the Act as included in the approved SRREs, HHWE, NDFE, Countywide or Regional Siting Element and Integrated Waste Management Plan.

#### **SECTION 14. Amendments Including Termination.**

This Agreement may only be amended or terminated by a written instrument executed by all Members and meeting the requirements imposed by the terms or conditions of all Revenue Bonds and related documentation including, without limitation, indentures, resolutions and letter of credit agreements. Notwithstanding the foregoing, no amendment or termination shall require any Member to contribute any funds to the Authority or become directly or contingently liable for any debts, liabilities or obligations of the Authority without the consent of that Member evidenced in a written instrument signed by a duly authorized representative of that Member.

**SECTION 15. Filing with the Secretary of State.**

The Secretary shall file all required notices with the Secretary of State in accordance with California Government Code Sections 6503.5 and 53051.

**SECTION 16. Notices.**

All notices which any Member or the Authority may wish to give in connection with this Agreement shall be in writing and shall be served by personal delivery during usual business hours at the principal office of the Member or Authority, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed to the Member or Authority at its principal office, or to such other address as the Authority or Member may designate from time to time by written notice given in the manner specified in this Section. Service of notice pursuant to this Section shall be deemed complete on the day of service by personal delivery (but 24 hours after such delivery in the case of notices of special meetings of the Board) or two day after mailing if deposited in the United States mail.

**SECTION 17. Successors and Assigns.**

This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Members. However, no Member shall assign any of its rights under this Agreement except to a duly formed public entity organized and existing under the laws of the State of California approved by a majority of the Voting Directors who do not represent the assigning Member. No assignment shall be effective unless and until the Authority, the Members and the proposed assignee comply with all then-applicable requirements of law relating to changes in the composition of entities such as

the Authority if and when they have Revenue Bonds outstanding and with the terms and conditions of all Revenue Bonds and related documentation including, without limitation, indentures, resolutions and letter of credit agreements.

**SECTION 18. Severability.**

Should any part, term or provision of this Agreement be decided by a final judgment of a court or arbitrator to be illegal or in conflict with any law of the State of California or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms and provisions shall not be affected.

**SECTION 19. Section Headings.**

All section headings contained in this Agreement are for convenience and reference. They are not intended to define or limit the scope of any provision of this Agreement.

**SECTION 20. Effective Date.**

This Agreement shall take effect upon its execution by the chairman or mayor and clerks of the governing bodies of the County of San Luis Obispo and at least four (4) cities, pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This Agreement may be executed in eight (8) counterparts which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CITY OF ARROYO GRANDE

By: Matthew Petrucci  
Mayor  
Nancy A. Davis  
Clerk

Date: 5-10-94

Minute Action  
Resolution No. 5/10/94

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: 5/10/94

CITY OF ATASCADERO

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_



CITY OF GROVER BEACH

By: [Signature]  
Mayor

Date: June 6, 1994

[Signature]  
Clerk

Resolution No. 94-26

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: JUNE 3, 1994

CITY OF MORRO BAY

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: JUNE 3, 1994

CITY OF GROVER BEACH

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

CITY OF MORRO BAY

By: William Gates  
Mayor

Date: May 9, 1994

Bridgett Davis  
Clerk

Resolution No. 39-94

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: 5/9/94

CITY OF EL PASO DE ROBLES

By: \_\_\_\_\_

Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_

City Attorney

Dated: \_\_\_\_\_

CITY OF PISMO BEACH

By: Tim Bethune

Mayor

Date: 5-3-94

Sharon Jones  
Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: 5/3/94

CITY OF SAN LUIS OBISPO

By: Peg Pinard  
Mayor Peg Pinard

Date: \_\_\_\_\_

Diane R. Gladwell  
Clerk Diane R. Gladwell

Agreement No. A-09-94-CC

APPROVED AS TO FORM AND LEGAL EFFECT:

By: Jeffrey Jorgensen  
City Attorney

Dated: 5-17-94

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

Dated: \_\_\_\_\_

CITY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

COUNTY OF SAN LUIS OBISPO

By: Evelyn Delany  
Chairman

Date: JUN 07 1994

FRANCIS M. COONEY  
Clerk

Resolution No. \_\_\_\_\_


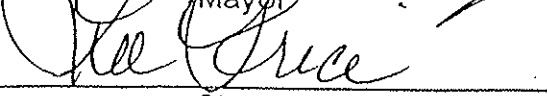
By: Vicki M. Shelby  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.  
County Counsel

By: [Signature]  
Deputy County Counsel

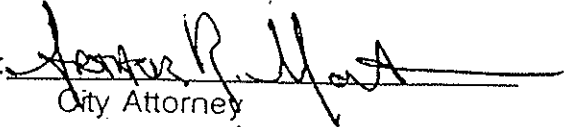
Dated: 5/22/94

By:   
Mayor  
  
Clerk

Date: 4/7/95

Minute Action  
Resolution No. 3/28/95

APPROVED AS TO FORM AND LEGAL EFFECT:

By:   
City Attorney

Dated: 4/4/95



MEMORANDUM OF AGREEMENT BETWEEN THE MEMBER JURISDICTIONS OF THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY (COUNTY OF SAN LUIS OBISPO AND THE CITIES OF ARROYO GRANDE, ATASCADERO, GROVER BEACH, MORRO BAY, PISMO BEACH, AND SAN LUIS OBISPO) AND THE HERITAGE RANCH COMMUNITY SERVICES DISTRICT, SAN MIGUEL COMMUNITY SERVICES DISTRICT, NIPOMO COMMUNITY SERVICES DISTRICT, SAN MIGUEL SANITARY DISTRICT, CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT, CAMBRIA COMMUNITY SERVICES DISTRICT, CAYUCOS SANITARY DISTRICT, OCEANO COMMUNITY SERVICES DISTRICT, LOS OSOS COMMUNITY SERVICES DISTRICT, AND TEMPLETON COMMUNITY SERVICES DISTRICT REGARDING MEMBERSHIP ON THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "MOA") is executed on the date below stated by and between the member jurisdictions of the San Luis Obispo County Integrated Waste Management Authority (hereinafter referred to as the "IWMA") and the Heritage Ranch Community Services District, San Miguel Community Services District, Nipomo Community Services District, San Miguel Sanitary District, California Valley Community Services District, Cambria Community Services District, Cayucos Sanitary District, Oceano Community Services District, Los Osos Community Services District, and Templeton Community Services District (hereinafter referred to as the "Districts").

RECITALS

WHEREAS, the member jurisdictions of the IWMA entered into a joint powers agreement on May 10, 1994, to achieve the mandates of the California Integrated Waste Management Act of 1989, to plan for, suggest, and implement solutions to common solid waste problems, to assist with programs by utilizing the professional talents of the various governmental entities in the County and of experts in various other fields and to coordinate their efforts; and



WHEREAS, the IWMA member jurisdictions established a regional agency in accordance with Public Resources Code section 40973; and

WHEREAS, pursuant to the Joint Powers Agreement referenced above and Public Resources Code section 40973, the IWMA member jurisdictions have agreed that said regional agency, and not the individual IWMA member jurisdictions, shall be responsible for compliance with the waste diversion requirements set forth in Public Resources Code section 41780, et seq.; and

WHEREAS, Public Resources Code section 40977 authorizes a regional agency to allow one district to be included as a member of the regional agency; and

WHEREAS, the IWMA member jurisdictions are desirous of including a special district representative on the IWMA Board of Directors pursuant to Public Resources Code section 40999 to represent the interests of all special districts within San Luis Obispo County who provide their residents with the collection and disposal of solid waste under State law; and

WHEREAS, the special districts possessing responsibility for solid waste management are obligated by law to comply with the source reduction and recycling element and household hazardous waste element adopted by the County of San Luis Obispo; and

WHEREAS, the special districts within San Luis Obispo County are desirous of joining the IWMA and selecting from among themselves a representative member to sit on the IWMA Board of Directors.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Purpose. This MOA is entered into for the purpose of providing representation on the IWMA Board of Directors for districts within San Luis Obispo County who possess the authority to manage solid waste within their jurisdictions. It is the intent of the parties that the

representative sitting on the IWMA Board on behalf of the various districts shall have all of the rights and powers granted to an IWMA member under the JPA.

2. Membership. Membership of a special district on the IWMA Board of Directors shall be provided for as follows:

- A. Membership on the IWMA Board of Directors shall be available to any Independent Special District within the San Luis Obispo County which currently provides solid waste collection and disposal services and has executed this MOA (hereinafter referred to as "Authorized Districts").
- B. Authorized Districts in accordance with procedures to be established by said Districts shall appoint one regular member and one alternate member to represent Authorized Districts on the IWMA Board of Directors. Said selected representatives shall represent the collective interests of all Authorized Districts on the IWMA Board of Directors. The selected representatives shall serve subject to such terms and conditions as may be established at the sole discretion of the Authorized Districts.
- C. The representative so appointed shall be an elected Authorized District officer residing within the County but shall not be a member of a legislative body of a city or county. The appointed representatives shall attend the meetings of IWMA Board of Directors. The representative and alternate shall serve so long as they hold an elected office with their member agency, or until they resign or are removed by a majority vote of the Authorized Districts. Vacancies shall be filled in the same manner as the initial appointments.
- D. The alternate shall be entitled to vote on IWMA matters only in the absence of the representative.
- E. Designation of the representative and the alternate serving on behalf of Authorized Districts, as well as changes thereto, shall be transmitted in writing to the manager of the Authority. In addition, to any district presently a party to this MOA, any other district that provides solid waste collection or disposal services which may desire to participate in the activities of the Authority may do so by executing this MOA and, thereafter, shall be governed by all the terms and provisions of this MOA as of the date of execution.

3. Existing Joint Powers Agreement. By executing this MOA, the undersigned districts each agree to be bound by the terms and conditions of the Joint Powers Agreement dated May 10, 1994, a copy of which is attached hereto and incorporated by reference as Exhibit A.

4. Withdrawal and Dissolution. Any district which is a party to this MOA may withdraw from the MOA, with thirty (30) days written notice, and may terminate its participation in this MOA by resolution of its governing board. The withdrawal of the member shall have no effect on the continuance of this MOA by and between the remaining members, and the MOA shall remain in full force and effect with respect to the remaining members. No withdrawal shall become effective until thirty (30) days after receipt of written notice by the Authority. The MOA may be terminated by a joint agreement executed by the IWMA member jurisdictions and the districts which are a party hereto.

5. Notices. All notices which any IWMA member, district or the authority may wish to give in connection with this MOA shall be in writing and shall be served by personal delivery during usual business hours at the principal office of the IWMA member, district or authority, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed to the IWMA member, district, or authority at its principal office, or to such other address as the IWMA member, district or authority may designate from time to time by written notice given in the manner specified in this section. Service of notice pursuant to this section shall be deemed complete on the date of service by personal delivery, or two days thereafter by mailing if deposited in the United States mail.

6. Severability. Should any part, term or provision of this MOA be decided by a final judgment of a court of competent jurisdiction to be illegal or in conflict with any law of the State

of California, or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms and provisions shall not be affected.

7. Effective Date. This MOA shall take effect upon its execution by the Chair or Mayor and Clerks of the governing bodies of all current IWMA members and at least three community service districts or sanitation districts that provide solid waste handling services or implement source reduction and recycling programs, pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This MOA may be executed in counterparts which together shall constitute a single agreement.

8. Amendment of JPA. Execution of this MOA by all of the member jurisdictions of the JPA shall constitute an amendment of the JPA with regard to inclusion of special districts for representation on the IWMA. All other terms and conditions of the JPA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOA as of the date and year hereinabove written.

CITY OF ARROYO GRANDE

By: [Signature]  
Mayor

Date: 4/30/01

[Signature]  
Clerk

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: 4/24/01

CITY OF ATASCADERO

By: [Signature] Date: 4/17/01  
Mayor

[Signature] Resolution No. N/A  
Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: 04-11-01

CITY OF GROVER BEACH

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

CITY OF ATASCADERO

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

CITY OF GROVER BEACH

By:  \_\_\_\_\_  
Mayor Richard W. Neufeld

Date: April 16, 2001

 \_\_\_\_\_  
Clerk Michelle A. Greene

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

CITY OF MORRO BAY

By: [Signature]  
Vice-Mayor

Date: May 14, 2001

[Signature]  
Clerk

Resolution No. 24-01

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: 5/22/01

CITY OF PISMO BEACH

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: 5/21/01

CITY OF MORRO BAY

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

CITY OF PISMO BEACH

By: Rudy Natoli  
Mayor

Date: 4-3-01

Tharon Jones  
Clerk

Approved by motion on April 3, 2001,  
on motion of Councilmember Reiss,  
seconded by Councilmember Henlin,  
passed 5-0.

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: 4/10/01



CITY OF SAN LUIS OBISPO

By: [Signature]  
Mayor  
[Signature]  
Clerk

Date: 6/7/01

Resolution No. Minute Action 6/6/01

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: 6-7-01

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Chairperson  
\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
Deputy County Counsel

Dated: 5-09-01

CITY OF SAN LUIS OBISPO

By: \_\_\_\_\_

Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_

City Attorney

Dated: \_\_\_\_\_

COUNTY OF SAN LUIS OBISPO

By: *Julie L. Rodewald*

Chairperson

Date: 7-10-01

**JULIE L. RODEWALD**

Clerk

Resolution No. \_\_\_\_\_

By: *Cheri Casper*  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *[Signature]*  
Deputy County Counsel

Dated: 5-09-01

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: Don Clabe  
Chair

Date: 3-16-01

H. Carl  
Clerk

Resolution No. 01-1

APPROVED AS TO FORM AND LEGAL EFFECT:

By: Paul Shanahan  
Attorney

Dated: 4/9/01

SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_

Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_

Attorney

Dated: \_\_\_\_\_

SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: *Robt Haines*

Chair

Date: *May 14, 2001*

*J. H. Ellman*

Clerk

Resolution No. *2001-11*

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *[Signature]*  
Attorney

Dated: *5/17/01*

NIPOMO COMMUNITY SERVICES DISTRICT

By: [Signature]  
Chair

Date: 7-12-01

Donna K. Johnson  
Clerk

Resolution No. 2001-759

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

SAN MIGUEL SANITARY DISTRICT

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
Attorney

Dated: 7-12-01

CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

CAMBRIA COMMUNITY SERVICES DISTRICT

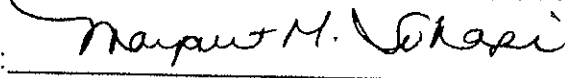
By:   
Vice Chair

Date: 5.23.01

  
Clerk

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By:   
Attorney

Dated: 5-15-01

CAYUCOS SANITARY DISTRICT

By: Robert B. Evans  
Chair

Date: 3/20/01

Brian E. Connolly  
Clerk

Resolution No. By minute action 3/19/01

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

~~OCEANO COMMUNITY SERVICES DISTRICT~~

~~By: \_\_\_\_\_  
Chair~~

~~Date: \_\_\_\_\_~~

~~\_\_\_\_\_~~  
~~Clerk~~

~~Resolution No. \_\_\_\_\_~~

APPROVED AS TO FORM AND LEGAL EFFECT:

*Lyon Carmel*

By: *[Signature]*  
Attorney

Dated: 4/9/01

TEMPLETON COMMUNITY SERVICES DISTRICT

By: John J. Hargrave  
Chair

Date: 7-20-01

Tammie A. ...  
Clerk

Resolution No. 7-2001

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

LOS OSOS COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_



77

TEMPLETON COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

LOS OSOS COMMUNITY SERVICES DISTRICT

By: Rosemary Brunker  
Chair

Date: April 5, 2001

[Signature]  
Clerk

Resolution No. 2001-10

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
Attorney

Dated: \_\_\_\_\_

MEMORANDUM OF AGREEMENT BETWEEN THE MEMBER JURISDICTIONS OF THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY (COUNTY OF SAN LUIS OBISPO AND THE CITIES OF ARROYO GRANDE, ATASCADERO, GROVER BEACH, MORRO BAY, PISMO BEACH, AND SAN LUIS OBISPO) AND THE HERITAGE RANCH COMMUNITY SERVICES DISTRICT, SAN MIGUEL COMMUNITY SERVICES DISTRICT, NIPOMO COMMUNITY SERVICES DISTRICT, SAN MIGUEL SANITARY DISTRICT, CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT, CAMBRIA COMMUNITY SERVICES DISTRICT, CAYUCOS SANITARY DISTRICT, OCEANO COMMUNITY SERVICES DISTRICT, LOS OSOS COMMUNITY SERVICES DISTRICT, AND TEMPLETON COMMUNITY SERVICES DISTRICT REGARDING MEMBERSHIP ON THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "MOA") is executed on the date below stated by and between the member jurisdictions of the San Luis Obispo County Integrated Waste Management Authority (hereinafter referred to as the "IWMA") and the Heritage Ranch Community Services District, San Miguel Community Services District, Nipomo Community Services District, San Miguel Sanitary District, California Valley Community Services District, Cambria Community Services District, Cayucos Sanitary District, Oceano Community Services District, Los Osos Community Services District, and Templeton Community Services District (hereinafter referred to as the "Districts").

RECITALS

WHEREAS, the member jurisdictions of the IWMA entered into a joint powers agreement on May 10, 1994, to achieve the mandates of the California Integrated Waste Management Act of 1989, to plan for, suggest, and implement solutions to common solid waste problems, to assist with programs by utilizing the professional talents of the various governmental entities in the County and of experts in various other fields and to coordinate their efforts; and

WHEREAS, the IWMA member jurisdictions established a regional agency in accordance with Public Resources Code section 40973; and

WHEREAS, pursuant to the Joint Powers Agreement referenced above and Public Resources Code section 40973, the IWMA member jurisdictions have agreed that said regional agency, and not the individual IWMA member jurisdictions, shall be responsible for compliance with the waste diversion requirements set forth in Public Resources Code section 41780, et seq.; and

WHEREAS, Public Resources Code section 40977 authorizes a regional agency to allow one district to be included as a member of the regional agency; and

WHEREAS, the IWMA member jurisdictions are desirous of including a special district representative on the IWMA Board of Directors pursuant to Public Resources Code section 40999 to represent the interests of all special districts within San Luis Obispo County who provide their residents with the collection and disposal of solid waste under State law; and

WHEREAS, the special districts possessing responsibility for solid waste management are obligated by law to comply with the source reduction and recycling element and household hazardous waste element adopted by the County of San Luis Obispo; and

WHEREAS, the special districts within San Luis Obispo County are desirous of joining the IWMA and selecting from among themselves a representative member to sit on the IWMA Board of Directors.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Purpose. This MOA is entered into for the purpose of providing representation on the IWMA Board of Directors for districts within San Luis Obispo County who possess the authority to manage solid waste within their jurisdictions. It is the intent of the parties that the

representative sitting on the IWMA Board on behalf of the various districts shall have all of the rights and powers granted to an IWMA member under the JPA.

2. Membership. Membership of a special district on the IWMA Board of Directors shall be provided for as follows:

- A. Membership on the IWMA Board of Directors shall be available to any Independent Special District within the San Luis Obispo County which currently provides solid waste collection and disposal services and has executed this MOA (hereinafter referred to as "Authorized Districts").
- B. Authorized Districts in accordance with procedures to be established by said Districts shall appoint one regular member and one alternate member to represent Authorized Districts on the IWMA Board of Directors. Said selected representatives shall represent the collective interests of all Authorized Districts on the IWMA Board of Directors. The selected representatives shall serve subject to such terms and conditions as may be established at the sole discretion of the Authorized Districts.
- C. The representative so appointed shall be an elected Authorized District officer residing within the County but shall not be a member of a legislative body of a city or county. The appointed representatives shall attend the meetings of IWMA Board of Directors. The representative and alternate shall serve so long as they hold an elected office with their member agency, or until they resign or are removed by a majority vote of the Authorized Districts. Vacancies shall be filled in the same manner as the initial appointments.
- D. The alternate shall be entitled to vote on IWMA matters only in the absence of the representative.
- E. Designation of the representative and the alternate serving on behalf of Authorized Districts, as well as changes thereto, shall be transmitted in writing to the manager of the Authority. In addition, to any district presently a party to this MOA, any other district that provides solid waste collection or disposal services which may desire to participate in the activities of the Authority may do so by executing this MOA and, thereafter, shall be governed by all the terms and provisions of this MOA as of the date of execution.

3. Existing Joint Powers Agreement. By executing this MOA, the undersigned districts each agree to be bound by the terms and conditions of the Joint Powers Agreement dated May 10, 1994, a copy of which is attached hereto and incorporated by reference as Exhibit A.

4. Withdrawal and Dissolution. Any district which is a party to this MOA may withdraw from the MOA, with thirty (30) days written notice, and may terminate its participation in this MOA by resolution of its governing board. The withdrawal of the member shall have no effect on the continuance of this MOA by and between the remaining members, and the MOA shall remain in full force and effect with respect to the remaining members. No withdrawal shall become effective until thirty (30) days after receipt of written notice by the Authority. The MOA may be terminated by a joint agreement executed by the IWMA member jurisdictions and the districts which are a party hereto.

5. Notices. All notices which any IWMA member, district or the authority may wish to give in connection with this MOA shall be in writing and shall be served by personal delivery during usual business hours at the principal office of the IWMA member, district or authority, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed to the IWMA member, district, or authority at its principal office, or to such other address as the IWMA member, district or authority may designate from time to time by written notice given in the manner specified in this section. Service of notice pursuant to this section shall be deemed complete on the date of service by personal delivery, or two days thereafter by mailing if deposited in the United States mail.

6. Severability. Should any part, term or provision of this MOA be decided by a final judgment of a court of competent jurisdiction to be illegal or in conflict with any law of the State

of California, or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms and provisions shall not be affected.

7. Effective Date. This MOA shall take effect upon its execution by the Chair or Mayor, and Clerks of the governing bodies of all current IWMA members and at least three community service districts or sanitation districts that provide solid waste handling services or implement source reduction and recycling programs, pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This MOA may be executed in counterparts which together shall constitute a single agreement.

8. Amendment of JPA. Execution of this MOA by all of the member jurisdictions of the JPA shall constitute an amendment of the JPA with regard to inclusion of special districts for representation on the IWMA. All other terms and conditions of the JPA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOA as of the date and year hereinabove written.

CITY OF ARROYO GRANDE

By: [Signature]  
Mayor

Date: 4/30/01

[Signature]  
Clerk

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: 4/24/01

CITY OF ATASCADERO

By: [Signature] Date: 4/17/01  
Mayor

[Signature] Resolution No. N/A  
Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: 04-11-01

CITY OF GROVER BEACH

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

CITY OF ATASCADERO

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk


Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

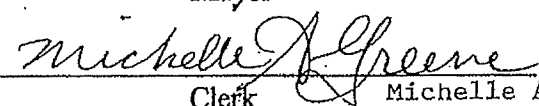
By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

CITY OF GROVER BEACH

By:  \_\_\_\_\_  
Mayor Richard W. Neufeld

Date: April 16, 2001  
\_\_\_\_\_

 \_\_\_\_\_  
Clerk Michelle A. Greene

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_



CITY OF MORRO BAY

By: [Signature]  
Vice-Mayor

Date: May 14, 2001

[Signature]  
Clerk

Resolution No. 24-01

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: 5/20/01

CITY OF PISMO BEACH

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: 5/21/01

CITY OF MORRO BAY

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

CITY OF PISMO BEACH

By: Rudy Natoli  
Mayor

Date: 4-3-01

Tharon Jones  
Clerk

Approved by motion on April 3, 2001,  
on motion of Councilmember Reiss,  
seconded by Councilmember Henlin,  
passed 5-0.

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: 4/10/01

CITY OF SAN LUIS OBISPO

By: [Signature]  
Mayor  
[Signature]  
Clerk

Date: 6/7/01

Resolution No. Minute Action 6/6/01

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: 6-7-01

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Chairperson  
\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
Deputy County Counsel

Dated: 5-09-01

CITY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

COUNTY OF SAN LUIS OBISPO

By: Julie L. Rodewald  
Chairperson

Date: 7-10-01

**JULIE L. RODEWALD**  
\_\_\_\_\_

Resolution No. \_\_\_\_\_

Clerk  
By: Cheri Caspini  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
Deputy County Counsel

Dated: 5-09-01

ATTACHMENT #1

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: *Don Clark*  
Chair

Date: 3-16-01

*H. Carl*  
Clerk

Resolution No. 01-1

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *Ph.D. Shanahan*  
Attorney

Dated: 4/9/01

SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: *Paul Harris*  
Chair

Date: *May 14, 2001*

*J. W. Blair*  
Clerk

Resolution No. *2001-11*

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *[Signature]*  
Attorney

Dated: *5/17/01*

NIPOMO COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_

Chair

Date: 7-12-01

Donna K. Johnson  
Clerk

Resolution No. 2001-759

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

SAN MIGUEL SANITARY DISTRICT

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: 7-12-01

CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

CAMBRIA COMMUNITY SERVICES DISTRICT

By: [Signature]  
Vice Chair

Date: 5-23-01

[Signature]  
Clerk

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By: Mayant M. Vokasi  
Attorney

Dated: 5-15-01



CAYUCOS SANITARY DISTRICT

By: Robert B. Espinal  
Chair

Date: 3/20/01

Bonnie E. Connolly  
Clerk

Resolution No. By minute action 3/19/01

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

~~OCEANO COMMUNITY SERVICES DISTRICT~~

~~By: \_\_\_\_\_  
Chair~~

~~Date: \_\_\_\_\_~~

~~\_\_\_\_\_~~  
Clerk

~~Resolution No. \_\_\_\_\_~~

APPROVED AS TO FORM AND LEGAL EFFECT:

Lyon Carmel  
By: \_\_\_\_\_  
Attorney

Dated: 4/9/01

TEMPLETON COMMUNITY SERVICES DISTRICT

By: [Signature]  
Chair

Date: 7-20-01

[Signature]  
Clerk

Resolution No. 7-2001

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

LOS OSOS COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

TEMPLETON COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

LOS OSOS COMMUNITY SERVICES DISTRICT

By: Rosemary Bowker  
Chair

Date: April 5, 2001

[Signature]  
Clerk

Resolution No. 2001-10

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
Attorney

Dated: \_\_\_\_\_

MEMORANDUM OF AGREEMENT BETWEEN THE MEMBER JURISDICTIONS OF THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY (COUNTY OF SAN LUIS OBISPO AND THE CITIES OF ARROYO GRANDE, ATASCADERO, GROVER BEACH, MORRO BAY, PISMO BEACH, AND SAN LUIS OBISPO) AND THE HERITAGE RANCH COMMUNITY SERVICES DISTRICT, SAN MIGUEL COMMUNITY SERVICES DISTRICT, NIPOMO COMMUNITY SERVICES DISTRICT, SAN MIGUEL SANITARY DISTRICT, CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT, CAMBRIA COMMUNITY SERVICES DISTRICT, CAYUCOS SANITARY DISTRICT, OCEANO COMMUNITY SERVICES DISTRICT, LOS OSOS COMMUNITY SERVICES DISTRICT, AND TEMPLETON COMMUNITY SERVICES DISTRICT REGARDING MEMBERSHIP ON THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "MOA") is executed on the date below stated by and between the member jurisdictions of the San Luis Obispo County Integrated Waste Management Authority (hereinafter referred to as the "IWMA") and the Heritage Ranch Community Services District, San Miguel Community Services District, Nipomo Community Services District, San Miguel Sanitary District, California Valley Community Services District, Cambria Community Services District, Cayucos Sanitary District, Oceano Community Services District, Los Osos Community Services District, and Templeton Community Services District (hereinafter referred to as the "Districts").

#### RECITALS

WHEREAS, the member jurisdictions of the IWMA entered into a joint powers agreement on May 10, 1994, to achieve the mandates of the California Integrated Waste Management Act of 1989, to plan for, suggest, and implement solutions to common solid waste problems, to assist with programs by utilizing the professional talents of the various governmental entities in the County and of experts in various other fields and to coordinate their efforts; and

representative sitting on the IWMA Board on behalf of the various districts shall have all of the rights and powers granted to an IWMA member under the JPA.

2. Membership. Membership of a special district on the IWMA Board of Directors shall be provided for as follows:

- A. Membership on the IWMA Board of Directors shall be available to any Independent Special District within the San Luis Obispo County which currently provides solid waste collection and disposal services and has executed this MOA (hereinafter referred to as "Authorized Districts").
- B. Authorized Districts in accordance with procedures to be established by said Districts shall appoint one regular member and one alternate member to represent Authorized Districts on the IWMA Board of Directors. Said selected representatives shall represent the collective interests of all Authorized Districts on the IWMA Board of Directors. The selected representatives shall serve subject to such terms and conditions as may be established at the sole discretion of the Authorized Districts.
- C. The representative so appointed shall be an elected Authorized District officer residing within the County but shall not be a member of a legislative body of a city or county. The appointed representatives shall attend the meetings of IWMA Board of Directors. The representative and alternate shall serve so long as they hold an elected office with their member agency, or until they resign or are removed by a majority vote of the Authorized Districts. Vacancies shall be filled in the same manner as the initial appointments.
- D. The alternate shall be entitled to vote on IWMA matters only in the absence of the representative.
- E. Designation of the representative and the alternate serving on behalf of Authorized Districts, as well as changes thereto, shall be transmitted in writing to the manager of the Authority. In addition, to any district presently a party to this MOA, any other district that provides solid waste collection or disposal services which may desire to participate in the activities of the Authority may do so by executing this MOA and, thereafter, shall be governed by all the terms and provisions of this MOA as of the date of execution.

of California, or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms and provisions shall not be affected.

7. Effective Date. This MOA shall take effect upon its execution by the Chair or Mayor, and Clerks of the governing bodies of all current IWMA members and at least three community service districts or sanitation districts that provide solid waste handling services or implement source reduction and recycling programs, pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This MOA may be executed in counterparts which together shall constitute a single agreement.

8. Amendment of JPA. Execution of this MOA by all of the member jurisdictions of the JPA shall constitute an amendment of the JPA with regard to inclusion of special districts for representation on the IWMA. All other terms and conditions of the JPA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOA as of the date and year hereinabove written.

CITY OF ARROYO GRANDE

By: [Signature]  
Mayor

Date: 4/30/01

[Signature]  
Clerk

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Dated: 4/24/01

CITY OF ATASCADERO

By: \_\_\_\_\_

Mayor

Date: \_\_\_\_\_

\_\_\_\_\_

Clerk

Resolution No. \_\_\_\_\_


APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_

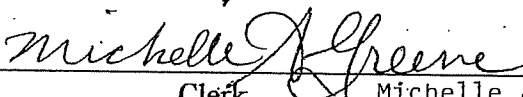
City Attorney

Dated: \_\_\_\_\_

CITY OF GROVER BEACH

By:   
Mayor Richard W. Neufeld

Date: April 16, 2001

  
Clerk Michelle A. Greene

Resolution No.   —  

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

CITY OF MORRO BAY

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

CITY OF PISMO BEACH

By: Rudy Natoli  
Mayor

Date: 4-3-01

Sharon Jones  
Clerk

Approved by motion on April 3, 2001,  
on motion of Councilmember Reiss,  
seconded by Councilmember Henlin,  
passed 5-0.

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: 4/10/01



CITY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

COUNTY OF SAN LUIS OBISPO

By: Julie L. Rodewald  
Chairperson

Date: 7-10-01

JULIE L. RODEWALD  
Clerk

Resolution No. \_\_\_\_\_

By: Cheri Caspino  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
Deputy County Counsel

Dated: 5-09-01

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_

Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_

Attorney

Dated: \_\_\_\_\_

SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: *Patty Harris*

Chair

Date: *May 14, 2001*

*J. H. Ellman*  
Clerk

Resolution No. *2001-11*

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *[Signature]*  
Attorney

Dated: *5/17/01*

CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

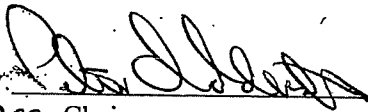
Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

CAMBRIA COMMUNITY SERVICES DISTRICT

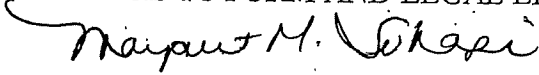
By:  \_\_\_\_\_  
Vice Chair

Date: 5-23-01

 \_\_\_\_\_  
Clerk

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By:  \_\_\_\_\_  
Attorney

Dated: 5-15-01

TEMPLETON COMMUNITY SERVICES DISTRICT

By: John J. Harris  
Chair

Date: 7-20-01

Tammie A. ...  
Clerk

Resolution No. 7-2001

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

LOS OSOS COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_

## CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.C.**

FROM: John F. Weigold, IV, General Manager

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Meeting Date: November 10, 2021      Subject: Receipt of the PROS Commission  
Recommendation on the Skatepark

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**RECOMMENDATIONS:**

Staff recommends the Board of Directors receive the PROS Commission recommendation on the skatepark.

**FISCAL IMPACT:**

There are no fiscal impacts identified with this action.

**DISCUSSION:**

The Board held a Special Meeting on October 30, 2021 to receive a skatepark design presentation from Spohn Ranch. The Board referred the Spohn Ranch report to the PROS Commission to consider, evaluate and bring back to the Board a recommendation related to the skatepark design and where the facility should be sited. The motion passed unanimously.

Subsequently, the PROS Commission met on November 2, 2021 and has provided the following recommendation by motion:

The PROS Commission would like the skatepark built in its current location, across the street from the Vet's Hall on Main Street for visual, safety, and historical reasons. The motion passed unanimously.

## CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.A.**

FROM: John F. Weigold IV, General Manager

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Meeting Date: November 10, 2021      Subject: Discussion and Consideration to Fill One (1) Vacant Seat on the Finance Committee and One (1) Vacant Seat on the Policy Committee

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**RECOMMENDATIONS:**

Staff recommends that the Board of Directors consider appointing applicants to fill the vacancies on the Finance and Policy Committees.

**FISCAL IMPACT:**

There is no fiscal impact identified with this action.

**DISCUSSION:**

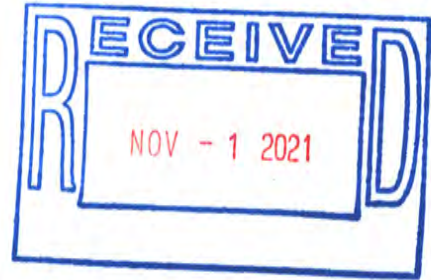
At the October 14, 2021 regular Board meeting, staff was directed to open and accept applications to fill vacant seats on the Finance and Policy Committees.

According to Section 2.3(d) of the CCSD Standing Committee Bylaws, "*Prior to the beginning of a term, or in the event of a vacancy during an unexpired term, the CCSD shall invite applications for committee membership. Such invitation shall be advertised for a minimum of two weeks in the local newspaper, on the CCSD website and at all Cambria CSD public information bulletin boards. Application forms may be obtained and submitted on the website and Administrative Offices during normal business hours during the application period.*" Then per Section 2.3(f), "*Committee members shall be appointed from the pool of applicants (see 2.3.(d) above) by recommendation of the Committee Chairperson and a majority vote of CCSD Board of Directors.*"

The Finance Committee seat term and the Policy Committee seat term expire on February 18, 2023.

Staff recommends the Board of Directors consider appointing applicants to fill the vacancy on the Finance Committee and to fill one of the two vacancies on the Policy Committee, as there was only one applicant for the open Policy Committee seats.

Attachments: Finance Committee Applications (1) – Karen Chrisman  
Policy Committee Applications (1) – Debra Scott



### FINANCE STANDING COMMITTEE MEMBER APPLICATION

Deadline: Tuesday, November 2, 2021 at 4:00 p.m.

For more information, please visit: [www.cambriacsd.org](http://www.cambriacsd.org)

Finance Standing Committee applications can be delivered to the Cambria Community Services District office drop boxes located at 1316 Tamsen Street, Suite 201, Cambria, California 93428, mailed to Cambria Community Services District, PO Box 65 Cambria, CA 93428 or emailed to Ossana Terterian ([oterterian@cambriacsd.org](mailto:oterterian@cambriacsd.org))

The Political Reform Act (Government Code Section 82000, etc. Seq.) requires most state and local government officials and employees to publicly disclose their personal assets and income. Individuals must also disqualify themselves from participating in decisions, which may affect their personal financial interests. The Finance Standing Committee members are required by law to file a Statement of Economic Interest form.

NAME: Chrisman, Karen S

\_\_\_\_\_ Last First MI

Home Address: [REDACTED] Cambria, CA 93428

\_\_\_\_\_ Street City Zip

Home Phone: [REDACTED] Cell Phone: [REDACTED]

E-mail address: [REDACTED]

I have been a registered voter at the address listed above since: approx. 2018  
Year

If less than 6 months, place and date of last voter registration: \_\_\_\_\_  
Address Date

Are you a registered voter in Cambria?  yes ( ) no

Enter qualifications and interest in the position below.

*Having spent much of my working life in the mortgage banking industry, I am familiar with loan structures. In addition, I have enough basic knowledge of the CCSD's financial constructs to know that there are different funds for the District's responsibilities and that there are limitations on the ways the funds can be used*

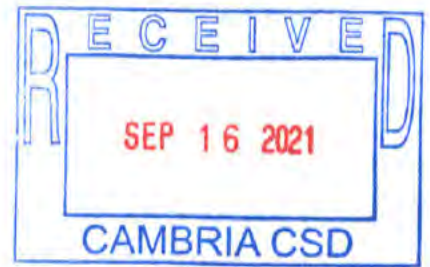
If additional space is needed, please use the reverse side of the application.

Signature: Karen S. Chrisman Date: 11/01/21



with each other. I look forward to contributing to the Finance Committee's advisory function to the CCSD Board of Directors.





**POLICY STANDING COMMITTEE MEMBER APPLICATION**

**Deadline: Wednesday, September 29, 2021 at 4:00 p.m.**

For more information, please visit: [www.cambriacsd.org](http://www.cambriacsd.org)

Policy Standing Committee applications can be delivered to the Cambria Community Services District office drop boxes located at 1316 Tamsen Street, Suite 201, Cambria, California 93428, mailed to Cambria Community Services District, PO Box 65 Cambria, CA 93428 or emailed to Ossana Terterian ([oterterian@cambriacsd.org](mailto:oterterian@cambriacsd.org))

The Political Reform Act (Government Code Section 82000, etc. Seq.) requires most state and local government officials and employees to publicly disclose their personal assets and income. Individuals must also disqualify themselves from participating in decisions, which may affect their personal financial interests. The Policy Standing Committee members are required by law to file a Statement of Economic Interest form.

NAME: SCOTT DEBRA S  
Last First MI

Home Address: [REDACTED] CAMBRIA 93428  
Street City Zip

Home Phone: [REDACTED] Cell Phone: [REDACTED]

E-mail address: [REDACTED]

I have been a registered voter at the address listed above since: 2020  
Year

If less than 6 months, place and date of last voter registration: \_\_\_\_\_  
Address Date

Are you a registered voter in Cambria?  yes ( ) no

**Enter qualifications and interest in the position below.**

- 1) ONGOING INTEREST IN CAMBRIA'S SERVICES DISTRICT FOR THE LAST 4 YRS/HAVE LISTENED IN ON SEVERAL BOARD MTGS
- 2) CREDENTIALS: LICENSED RN/APRN IN CALIFORNIA + NEVADA SERVED AS NEVADA'S BOARD OF NURSING EXECUTIVE DIRECTOR FOR 15 YRS - SEMI RETIRED CURRENTLY - EXTENSIVE EXPERIENCE

If additional space is needed, please use the reverse side of the application.

(OVER)

Signature: [Handwritten Signature] Date: 9/13/21

IN THE LEGISLATIVE PROCESS - PROMULGATING STATUTES AND REGULATIONS RELATED TO NURSING AND HEALTHCARE. WRITING, PUBLIC MEETING PRESENTATIONS TO LEGISLATURE ON NUMEROUS OCCASIONS. PASSED AND IMPLEMENTED LEGISLATION FOR FULL PRACTICE AUTHORITY FOR ADVANCED PRACTICE NURSES. OVERSAW 25 MEMBER STAFF IN 2 OFFICES STATEWIDE, CHAIRED NUMEROUS COMMITTEES AND GOVERNOR'S TASK FORCES, DIRECTED A 7-MEMBER GOVERNOR APPOINTED REGULATORY BOARD.

HAVE RESIDED IN ZAMBRIA SINCE 2017 - FULL TIME RESIDENT SINCE EARLY 2020.

I AM VERY INTERESTED IN SERVING THE COMMUNITY BY BEING A MEMBER OF THE POLICY STANDING COMMITTEE.

THANK YOU FOR THIS OPPORTUNITY.  
DEBRA SCOTT

## CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.B.**

FROM: John F. Weigold, IV, General Manager

---

Meeting Date: November 10, 2021	Subject: Discussion and Consideration of Adoption of Resolution 43-2021 to Appoint a Representative from Skate Cambria to be an Ex-Officio Non-Voting Member of the PROS Commission in Accordance with CCSD Municipal Code Section 7.08.010
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**RECOMMENDATIONS:**

It is recommended that the Board of Directors adopt Resolution 43-2021 to appoint a representative from Skate Cambria to be an ex officio non-voting member of the PROS Commission in accordance with CCSD Municipal Code Section 7.08.010.

**FISCAL IMPACT:**

There is no fiscal impact associated with this item.

**DISCUSSION:**

A local community group, Skate Cambria has been formed with the mission of rebuilding the Skatepark as a modern concrete facility that will last for generations of skaters to come, and has been raising funds for the District's new Skatepark Project. Section 7.08.010 of the CCSD Municipal Code provides that the Board of Directors may appoint, by resolution, ex officio members to the PROS Commission to serve as non-voting members who are representatives from significant constituencies served by the parks and recreation department.

At the October 5, 2021 PROS Commission meeting, a motion was passed requesting that the Board appoint a member of Skate Cambria to the PROS Commission as an ex-officio member. Accordingly, the attached resolution has been prepared for the Board's consideration to appoint a member of Skate Cambria to be an ex officio non-voting member of the PROS Commission. Once selected, the blank in the operative portion of the resolution can be filled in.

Attachment: Resolution 43-2021

RESOLUTION 43-2021  
November 10, 2021

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT APPOINTING A  
REPRESENTATIVE FROM SKATE CAMBRIA TO BE AN EX OFFICIO NON-VOTING  
MEMBER OF THE PROS COMMISSION IN ACCORDANCE  
WITH CCSD MUNICIPAL CODE SECTION 7.08.010

WHEREAS, the District has a project underway to design and develop a new Skatepark for the community (the “Skatepark Project”); and

WHEREAS, a local community group, Skate Cambria has been formed with the mission of rebuilding the Skatepark as a modern concrete facility that will last for generations of skaters to come, and has been raising funds for the new Skatepark Project; and

WHEREAS, Section 7.08.010 of the CCSD Municipal Code provides that the Board of Directors may appoint, by resolution, ex officio members to the PROS Commission to serve as non-voting members who are representatives from significant constituencies served by the parks and recreation department; and

WHEREAS, the Board of Directors desires to appoint a representative from Skate Cambria to serve as an ex officio non-voting member of the PROS Commission.

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

Pursuant to CCSD Municipal Code Section 7.08.010, \_\_\_\_\_ is hereby appointed as an ex officio non-voting member of the PROS Commission, and shall serve in that capacity for the duration of the Skatepark Project, or as may be otherwise determined by the Board of Directors.

Resolution 43-2021 was adopted at a Regular Meeting of the Cambria Community Services District on November 10, 2021.

\_\_\_\_\_  
Cindy Steidel,  
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Ossana Terterian, Board Secretary

\_\_\_\_\_  
Timothy J. Carmel, District Counsel

## CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

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

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Meeting Date: November 10, 2021	Subject: Discussion and Consideration of Adoption of Ordinance 04-2021 Adding Chapter 6.09, Mandatory Organic Waste Disposal Reduction, to the Cambria Community Services District Code to Comply with the Requirements of SB 1383
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**RECOMMENDATIONS:**

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

**FISCAL IMPACT:**

There is no direct fiscal impact as a result of this item.

**DISCUSSION:**

At its October 21, 2021 meeting, the Board introduced Ordinance 04-2021 Adding Chapter 6.09, Mandatory Organic Waste Disposal Reduction, to the Cambria Community Services District Code to Comply with the Requirements of SB 1383. Ordinance 04-2021 is now ready for adoption. The Ordinance will take effect thirty (30) days after its passage.

Attachments: Ordinance 04-2021

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

## ORDINANCE NO. 04-2021

CAMBRIA COMMUNITY SERVICES DISTRICT  
BOARD OF DIRECTORS

DATED: November 10, 2021

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

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Cindy Steidel  
President, Board of Directors

APPROVED AS TO FORM:

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Ossana Terterian  
Board Secretary

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Timothy J. Carmel  
District Counsel



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

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Exhibit A

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

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

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

Exhibit A

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

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

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

51 **Section 6.09.020. Title of Ordinance**

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

53 **Section 6.09.030. Definitions**

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

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

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

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

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

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

Exhibit A

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

Exhibit A

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

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



Exhibit A

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

457 (1) Supermarket.

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

883 (a) Requirements for Haulers

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

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

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

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906 (C) Obtain approval from the District to haul Organic Waste, unless it is  
907 transporting Source Separated Organic Waste to a Community  
908 Composting site or lawfully transporting C&D in a manner that  
909 complies with 14 CCR Section 18989.1, and Section 6.09.110 of this  
910 Chapter.

911 (2) Franchise hauler(s) authorized to collect Recyclable Materials, Organic  
912 Materials, and/or Solid Waste shall comply with education, equipment,  
913 signage, container labeling, container color, contamination monitoring,  
914 reporting, and other requirements contained within its franchise agreement,  
915 permit, or other agreement entered into with District.

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

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

925 (2) Community Composting operators with operations located in the District's  
926 boundaries, upon District request, shall provide information to the District to  
927 support Organic Waste capacity planning, including, but not limited to, an  
928 estimate of the amount of Organic Waste anticipated to be handled at the  
929 Community Composting operation. Entities contacted by the District shall  
930 respond within 60 days.

931 (3) Owners of facilities, operations, and activities located in the District's  
932 boundaries that receive Recyclable Materials, Organic Materials, and/or  
933 Solid Waste shall provide to the District on a quarterly basis copies of all  
934 reports they are required to report to CalRecycle under 14 CCR.

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

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

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

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

986 **Section 6.09.120. Inspections and Investigations**

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

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

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

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

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

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

1019 **Section 6.09.130. Enforcement**

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

Exhibit A

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

Exhibit A

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

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

1068 (e) Penalty Amounts for Types of Violations

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

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

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

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

1077 (f) Factors Considered in Determining Penalty Amount

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

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

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

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

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

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

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

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

1089 (g) Compliance Deadline Extension Considerations



Exhibit A

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

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

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

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

1101 (h) Appeals Process

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

1108 (i) Education Period for Non-Compliance

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

1119 (j) Civil Penalties for Non-Compliance

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

1126 (k) Enforcement Table

Exhibit A

1127

**Table 1. List of Violations**

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



Exhibit A

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

## CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.D.**

FROM: John F. Weigold IV, General Manager

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Meeting Date: November 10, 2021      Subject: Discussion and Consideration of Voting for a Special District Representative on the Integrated Waste Management Authority Board of Directors

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**RECOMMENDATIONS:**

Staff recommends that the Board of Directors discuss and consider voting for a special district representative to serve as an alternate on the Integrated Waste Management Authority (IWMA) Board of Directors.

**FISCAL IMPACT:**

There is no cost to the Cambria Community Services District (CCSD) for this action.

**DISCUSSION:**

The IWMA previously requested nominations for the Special District Alternate Board representative seat on its Board of Directors from the twelve special districts in the County that have solid waste disposal authority. The alternate representative will serve until the term expires at the end of 2022. The CCSD Board nominated Director Tom Gray for the role at its meeting on September 9, 2021. Daniel Burgess from the Heritage Ranch Community Services District is the other candidate.

The IWMA received two nominations for its open Board seat, and they are now requesting that the CCSD cast a ballot for one of the two candidates. Statements/biography documents for the candidates are attached to this staff report. The CCSD Board Secretary will return the Board vote to Laura Durban and Marshall Ochylski at the IWMA no later than November 15, 2021.

Attachment: IWMA Candidate Statement - Tom Gray  
IWMA Candidate Statement – Daniel Burgess

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### **Tom Gray**

Mr. Gray and his wife, Barbara, have been Cambria homeowners since 2005 and full-time residents since 2009. He is now retired from a career in journalism and communications consulting, including editorial positions at the Daily News of Los Angeles and Investor's Business Daily. He holds degrees from Stanford University (B.A.), UCLA (M.A.) and California Lutheran University (M.B.A.).

Tom has been active in a number of advisory roles concerning land-use planning, water supply and infrastructure. He has served as chair of the North Coast Advisory Council (NCAC), chair of the NCAC's Land Use Committee and co-chair of its transportation committee. He has also been a member of the Cambria Community Services District's Resources & Infrastructure Committee. He is currently the chairman of the Finance Committee at CCSD. On a regional level, he has been the Second Supervisorial District representative on the San Luis Obispo County Water Resources Advisory Committee.

Please Elect

**Daniel Burgess, HRCSD Director**

**term of 2020 through 2024**

For

**IWMA Alternate Director Seat**

Dear Fellow Directors,

With the up-coming selection for the IWMA Alternate Director seat position just a few weeks away, I ask that you please vote for me, **Daniel Burgess**. I have served on the HRCSD Board diligently for the past thirteen and a half years. I am on my fourth term (3 years left on the 4th term) and plan to maybe run for a fifth. I have attended 150 of my last 158 meetings and I make it a point to go to the CSD office at least once a week, so I am always fully aware of the issues. This shows the commitment that I will also have if selected to IWMA.

I feel that I have the valued experience that's needed for this position. I have been a General Contractor for 35 years. As a self-employed contractor, I have done small housing projects, large scale housing tract projects, large commercial buildings, road and bridge retrofit projects, and large underground utility projects. With that experience I do understand Waste Management well. I now work for PG&E as an IT Infrastructure and Operations Supervisor. In my current position I am in charge of all the Computer Field analysts, Engineers, Desktop support, all computing hardware, emergency back-up systems for IT and Plant communications. This involves direct actions with DCPD Plant Control, SLO county Sheriff 911, CDF Fire, SLO IT, Office of Emergency Services, PGE Emergency Planning, and all other utilities like Verizon etc. I have been an elected Director of the HRCSD for the past thirteen years, serving four times as President. I have also sat on the Board of Directors of Heritage Ranch HOA. We work closely with Public officials, and all county Departments. We are now currently working on three new tract developments and a spillway project. So, I understand the most complex issues with the construction, real estate development, the utility industry, and the community safety aspect. I understand the business end of a CSD, I understand the business end of a large utilities company, and most of all I understand the needs of the people impacted with real estate development and landfill issues. With that said, I feel that I'm completely qualified for this position on the IWMA Board of Directors.

My family and I have resided in the county since 2000 and have been property owners in SLO County since 1996; we have a stake in the wellbeing of the community, and the growth of the County. I'm writing this letter not as a politician, but as just a regular person like you. I am married 31 years, father of two, my son is a fireman, and my daughter is a teacher. So, you see, I have the regular concerns like everybody else.

So, with your vote, please let me represent you.

Thank you

**Daniel Burgess**

**HRCSD Director**

## CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.E.**

FROM: John F. Weigold IV, General Manager

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Meeting Date: November 10, 2021      Subject: Receive Finance Committee Report on Strategic Planning Task to Identify Underfunded, Under-Resourced and Under-Staffed Services

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**RECOMMENDATIONS:**

Staff recommends that the Board receive a report from the Finance Committee on the Strategic Planning Task to Identify Underfunded, Under-Resourced and Under-Staffed Services.

**FISCAL IMPACT:**

There is no fiscal impact associated with receiving this report.

**DISCUSSION:**

The Board adopted a Strategic Plan on February 11, 2021. As part of this plan, the three-year goal to Achieve and Sustain Adequate Financial Resources to Fulfill the Mission was developed. Task #1 of this goal, Identify Underfunded, Under-Resourced and Under-Staffed Services was assigned to the General Manager, Finance Manager and Finance Committee. On February 23, 2021, the Finance Committee created an ad-hoc committee to work with staff on this task. Since this time, staff and the ad-hoc committee worked together in developing a District-wide, prioritized listing of underfunded, under-resourced and under-staffed services. The Finance Committee received the final report from the ad-hoc committee on September 28, 2021, and voted to forward the report to the Board, along with some minor report edits.

Staff recommends the Board receive the Finance Committee report on Strategic Planning three-year goal to Achieve and Sustain Adequate Financial Resources to Fulfill the Mission, Task #1 to Identify Underfunded, Under-Resourced and Under-Staffed Services and provide direction to the Finance Committee and/or staff as deemed appropriate.

Attachment: Finance Committee Strategic Planning Final Report  
Underfunded, Under-Resourced and Under-Staffed Services List  
CIP Priorities List

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## **CCSD Finance Committee Ad Hoc Subcommittee Report on Potential Funding Resources for Unfunded/Underfunded/Understaffed activities.**

On February 11, 2021, the CCSD Board of Directors adopted a strategic plan goal to “achieve and sustain adequate financial resources to sustain the mission.” The Finance Committee has been directed to address two objectives related to that goal. The following is the first of two reports related to that strategic plan goal.

The first of these objectives is to “identify potential funding resources to address underfunded, under-resourced and understaffed services/support needs and present to the Board of Directors for discussion and possible consideration.” To carry out this task, the Committee named an ad hoc subcommittee made up of Committee members Marvin Corne, Dewayne Lee and Mary Maher. The following report was prepared by the ad hoc subcommittee and was approved by the full Committee on Sept. 28, 2021, for referral to the CCSD Board.

The second objective assigned to the Committee is to “identify structural changes to address underfunded, under-resourced and understaffed services/support needs and present to the Board of Directors for discussion and possible consideration.” The Committee will be appointing a new ad hoc subcommittee for that task.

### **Summary of Recommendations:**

- Hold a roundtable with community leaders to discuss district financial situation to get their input on alternate ways to achieve results.
- Identify and apply for grants in each area of responsibility. Report out to the CCSD general manager and/or the finance committee.
- Consider merging the fire department with another such as SLO County Fire or CalFire.
- Share existing training facilities with other fire departments in the area.
- Finance top priority expenditures instead of buying outright.
- Share resources across departments or hire temporary workers instead of hiring additional full-time employees.
- Discourage establishment of homeless encampments. Seek state/county reimbursement for homeless encampment expenses.
- Seek state/county reimbursement for storm damage expenses.
- With the assistance and cooperation of other civic and community groups, establish an independent 501(c)(3) entity to conduct fund-raising for the Vets Hall repairs and assume the management and maintenance of the facility.
- Review all fees relative to the use of the Veterans Hall for opportunities to increase revenue.

- Meet with the senior management of Friends of the Fiscalini Ranch Preserve to reach agreement on an ongoing maintenance and funding plan.
- Pursue reimbursement for services provided on property owned by SLO county.
- Work with the county to ensure that CCSD receives a portion of the SLO County Transient Occupancy Tax (TOT).
- Identify savings through efficiency and elimination of waste in each department and consider outsourcing appropriate tasks.

### **Report Preparation and General Recommendations:**

Each CCSD Department Manager submitted a list of his/her department's needs that fell into the category of unfunded, under-funded, or understaffed. These needs were then prioritized as

1. Needed now or within next 6 months
2. Needed within 6-12 months
3. Beyond 12 months

The items were further identified as "one-time only" or "ongoing" (See attached list).

Once the funding gaps were identified, the committee was to seek possible solutions which might include cost savings, new sources of revenue or the development of new or enhanced public-private partnerships. An ad hoc subcommittee of the Finance committee was formed to work with the CCSD Finance Manager in the pursuit of this goal.

The decision was made that this group should narrow its focus to concentrate on the General Fund areas -- specifically Fire Dept., Facilities & Resources and Parks, Recreation & Open Spaces.

As the group began its analysis of the issues, it became apparent that there is insufficient revenue for the District to provide the same or expanded services at the level desired by the CCSD department managers.

The first recommendation is that a roundtable meeting be held with a group of the most influential members of the community (i.e., leaders of the major civic organizations, FFRP, Chamber of Commerce, Lions Club, Greenspace, American Legion, etc.). The participants should be made aware of CCSD's financial challenges, and their assistance sought to identify possible courses of action.

Obviously, every possible grant opportunity for each of the various areas should be explored.

### **Recommendations for Departmental Priorities:**

#### **Fire Department**

### Priority 1

A grant for the additional 3 firefighters has been approved, providing a short-term solution for three years. Grants for some of the other needs may also be available. However, for the long-term, the Board of Directors must decide to what level they wish to staff and equip the fire department. The only viable and sustainable source of additional revenue is an increase to property taxes.

### Priority 2

Many, if not most of the priority 2 items can be funded in the normal budgeting process with exception of the addition of clerical staff. Perhaps the need for a clerical staff addition can be met by sharing resources with other departments.

The department should investigate the sharing of an existing training facility with other fire departments in the area rather than invest in creating its own.

The new fire engine, if needed, may be financed.

### Priority 3

The further addition of staff falls into the same scenario as in Priority 1, requiring fire benefit assessment increases.

Financing of the generator might be obtained.

The water tender is far enough in the future that a dedicated reserve may be created to prepare for the purchase.

As for the expansion of the fire station, without a windfall grant of some kind it is unlikely that funds will be available for this project in the foreseeable future.

As a strategic alternative, the board should consider merging the fire department with another such as SLO County Fire or CalFire.

## *Facilities and Resources*

### Priority 1

Consider adding the additional maintenance worker at a lower job grade to reduce the initial expense or utilize part-time or temporary help.

Seek grants to assist with the weed abatement and tree removal

Continue to pursue county, state and federal assistance with the storm damage expenses



Vets Hall: The combined priority 1,2 and 3 Vets Hall repair projects total \$375,000. This is a result of deferring needed maintenance over a long period of time. CCSD should consider enlisting the help of other civic organizations or citizens groups to form an independent 501(c)3 foundation to “save the hall.” The foundation could then launch a community fund-raising effort to make the necessary repairs and assume the management and maintenance responsibility going forward. An alternative short-term solution might be to attempt to secure a loan on the building to fund the repairs. In the meantime, CCSD staff should review all fees relative to the use of the Veterans Hall for opportunities to increase revenue.

Homeless Encampment: Every effort should be made to discourage these encampments. Seek grants or other financial assistance from the county and state to defray the expense associated with these encampments.

Fiscalini Ranch Preserve: It is recognized that Fiscalini Ranch Preserve is a treasure for Cambrians and visitors alike and every effort must be made to maintain and preserve it. The combined Priority 1 and 2 needs on the list total \$1.5 million. CCSD alone does not have the ability to acquire this amount. It must rely on grants or financial assistance from other entities. Senior Management of CCSD should meet with the Senior Management of Friends of Fiscalini Ranch Preserve to review and, if necessary, update the Ranch Management Plan that was implemented in 2003. The objective of the meeting would be to reach agreement on a realistic maintenance and funding plan.

Vacant lots owned by CCSD: Attempt to divest as many of these lots as possible. Seek volunteer labor in the maintenance of these properties (i.e., an “adopt a lot” program). No additional real estate should be accepted by CCSD without guaranteed funding for its maintenance.

Other: CCSD personnel perform a considerable amount of maintenance and service on property owned by SLO County or other agencies. Efforts should be made to ensure that the District is reimbursed for those services or stop performing them and deploy resources elsewhere.

### PROS

Parks, recreation, and open-space projects on the list are all very desirable but, without major grant opportunities, funds to execute these projects are unlikely to become available in the foreseeable future.

One possible revenue source, albeit a small one, might be to seek a share of the SLO County Transient Occupancy Tax (TOT). The county collects a 12.5% lodging tax of which 1.5% is used to promote tourism. The PROS resources and activities support tourism; therefore CCSD should be entitled to a portion of the tax revenue. SLO County says the remainder of the TOT goes for other public services. Again, CCSD performs some of those services and should be compensated accordingly.

### Administration

Most of the Administration needs can be funded through the normal budgeting process except for an Administration Office Building. A specific reserve should be established to begin accumulating funds for this purpose.

### **Conclusion**

As an unincorporated community services district, CCSD is limited in its ability to raise revenue. As in the private sector, the first step toward achieving and maintaining financial stability is to look for savings through efficiency and eliminating waste. Since Cambria is a no-growth community and, in fact, has lost population in the last decade, there should be an opportunity to reduce rather than increase personnel.

The implementation of new technologies should enable additional efficiencies.

Wherever practical, outsourcing should be considered as a means to reduce headcount. An additional benefit from outsourcing is the elimination of the need to purchase and maintain equipment.

District staff is encouraged to examine every activity for possible cost savings. Cross-training of employees and sharing of vehicles and equipment between departments is a good starting point.

**Cambridria Community Services District**  
**Strategic Plan - Achieve and Sustain Adequate Financial Resources to Fulfill the Mission**  
**Task #1 - Identify Underfunded, Under-resourced and Under-staffed Services**  
**Due Date - April 1, 2021, Updated July 27, 2021**

Fund	Department	Source	Priority	Budget Item Request Description	Line Item Request Amount	FY 2021/2022		Ongoing Expense (Y/N)
						FY 2021/22 Funded Amount	FY 2021/22 Unfunded Amount	
General	Fire	Budget Funded	1	Radio System Upgrade (Grant Failed with County OES)	30,000	30,000	-	N
General	Fire	Budget Unfunded	1	Addition of 3 Firefighters (Step E Salary & Benefits) 3 Staff - Replaces the reserve firefighter program and provides 3 staff on engine at one time. (current is 2 FTE and 1 reserve firefighters)	361,200	-	361,200	Y
General	Fire	Budget Unfunded	1	Zoll X Series EKG (Grant Offset)	40,000	40,000	-	N
General	Fire	Budget Unfunded	1	Station Security Upgrade - Phase I of III	80,000	20,000	60,000	Y
<b>Priority 1 Sub-Total</b>					<b>511,200</b>	<b>90,000</b>	<b>421,200</b>	
General	Fire	Budget Unfunded	2	Fuel Station Computer Replacement (Delayed in FY 19/20)	14,000	14,000	-	N
General	Fire	Budget Unfunded	2	Addition of Clerical Assistant	74,799	-	74,799	Y
General	Fire	Under Funded	2	2021 Storm Damage	42,975	12,000	30,975	N
General	Fire	Under Funded	2	Hose Replacement - Per NFPA Guidelines (current 30+ yrs)	30,000	-	30,000	N
General	Fire	Under Funded	2	2nd Set of Turnout Uniforms for FF - Per NFPA (13 sets)	26,000	-	26,000	N
General	Fire	Under Funded	2	Training Facility for Firefighters	50,000	-	50,000	N
General	Fire	Under Funded	2	Unimproved Property for Training Facility	50,000	-	50,000	N
General	Fire	Under Funded	2	Fire Station Painting Exterior & Garages	20,000	-	20,000	N
General	Fire	Under Funded	2	Fire Engine Type 3 (FY 2022/2023)	400,000	-	400,000	N
General	Fire	Under Funded	2	Truck - Utility with Buildout (Loan Offset)	50,000	50,000	-	N
<b>Priority 2 Sub-Total</b>					<b>757,774</b>	<b>76,000</b>	<b>681,774</b>	
General	Fire	Budget Unfunded	3	CERT (New GL Acct Fmly 6220A)	5,500	3,605	1,895	Y
General	Fire	Under Funded	3	Fire Prevention Officer (Paramedic/Captain)	168,000	-	168,000	Y
General	Fire	Under Funded	3	Additional Storage Shed & Foundation	8,000	8,000	-	N
General	Fire	Under Funded	3	Fire Station Addition for Residential Wing/Admin Office	3,000,000	-	3,000,000	Y
General	Fire	Under Funded	3	Water Tender (FY 2031/2032)	250,000	-	250,000	N
General	Fire	Under Funded	3	Vehicle Equipment Reserve - Annual	50,000	-	50,000	Y
General	Fire	Under Funded	3	Emergency Generator Replacement	100,000	-	100,000	N
General	Fire	Under Staffed	3	Addition of 3 Firefighters (Step E Salary & Benefits) 4 Staff - Replaces the reserve firefighter program and provides 4 staff on engine at one time. (current is 2 FTE and 1 reserve firefighters)	361,200	-	361,200	Y
<b>Priority 3 Sub-Total</b>					<b>3,942,700</b>	<b>11,605</b>	<b>3,931,095</b>	
<b>Fire Department - Sub-Total</b>					<b>5,211,674</b>	<b>177,605</b>	<b>5,034,069</b>	
General	Fac & Res	Budget Unfunded	1	Addition of Maintenance Worker (Step E & Benefits)	92,603	-	92,603	Y

**Cambridria Community Services District**  
**Strategic Plan - Achieve and Sustain Adequate Financial Resources to Fulfill the Mission**  
**Task #1 - Identify Underfunded, Under-resourced and Under-staffed Services**  
**Due Date - April 1, 2021, Updated July 27, 2021**

Fund	Department	Source	Priority	Budget Item Request Description	Line Item Request Amount	FY 2021/2022		Ongoing Expense (Y/N)
						FY 2021/22 Funded Amount	FY 2021/22 Unfunded Amount	
General	Fac & Res	Budget Unfunded	1	Buildings & Grounds Increase for weed abatement & tree removal	120,000	-	120,000	Y
General	Fac & Res	Budgeted	1	Temporary Services (6 mos)	24,000	8,000	16,000	Y
General	Fac & Res	Under Funded	1	2021 Storm Damage	269,750	48,500	221,250	N
General	Fac & Res	Under Funded	1	Vets Hall - Priority 1 Projects	116,500	15,000	101,500	Y
General	Fac & Res	Under Funded	1	Rodeo Grounds Shop Building - Annual CIP Budget	30,000	-	30,000	Y
General	Fac & Res	Under Fund/Res/Staff	1	Homeless Encampment	150,000	60,000	90,000	Y
General	Fac & Res	Under Fund/Res/Staff	1	Vacant Lot Maintenance (450 +/- Lots)	80,973	80,973	-	Y
<b>Priority 1 Sub-Total</b>					<b>883,826</b>	<b>212,473</b>	<b>671,353</b>	
General	Fac & Res	Under Funded	2	Vets Hall - Priority 2 Projects	112,500	-	112,500	Y
General	Fac & Res	Under Funded	2	Community Park/Dog Park Maintenance	14,100	14,100	-	Y
General	Fac & Res	Under Fund/Res/Staff	2	Ranch Staffing/Maintenance	500,000	-	500,000	Y
General	Fac & Res	Under Fund/Res/Staff	2	Public Restrooms (Monthly cleaning, supplies, repairs, staffing)	36,336	36,336	-	Y
<b>Priority 2 Sub-Total</b>					<b>662,936</b>	<b>50,436</b>	<b>612,500</b>	
General	Fac & Res	Under Funded	3	Street Lighting - Annual Electricity, Maintenance	16,200	16,200	-	Y
General	Fac & Res	Under Funded	3	Vets Hall - Priority 3 Projects	145,500	-	145,500	Y
General	Fac & Res	Under Funded	3	Public Restroom & Parking Lot - Annual CIP Budget	5,000	-	5,000	Y
General	Fac & Res	Under Funded	3	Cross Town Trail, Santa Rosa Creek Trail Systems	6,375	6,375	-	Y
General	Fac & Res	Under Funded	3	Cross Town Trail, Santa Rosa Creek Trail Systems- Asphalt Maint	50,000	-	50,000	Y
General	Fac & Res	Under Funded	3	Pocket Parks Maintenance - Moonstone Beach & Bridge/Center	1,000	1,000	-	Y
General	Fac & Res	Under Funded	3	Banner Program for Non-Profits	1,000	-	1,000	Y
General	Fac & Res	Under Funded	3	Trash Enclosures - Decorative Planters Annual Replacement	35,000	-	35,000	Y
General	Fac & Res	Under Fund/Res/Staff	3	Ranch Mgmt Plan Projects, Forest Mgmt & Restoration	1,000,000	-	1,000,000	N
<b>Priority 3 Sub-Total</b>					<b>1,260,075</b>	<b>23,575</b>	<b>1,236,500</b>	
<b>Facilities &amp; Resources Department Sub-Total</b>					<b>2,806,837</b>	<b>286,484</b>	<b>2,520,353</b>	
General	PROS	Budget Unfunded	3	Community Park Phase II - Design	10,000	-	10,000	N
General	PROS	Under Funded	3	Skatepark - CIP for Construction	350,000	7,215	342,785	N
General	PROS	Under Funded	3	Fiscalini Ranch Restroom - CIP for Construction	220,000	14,925	205,075	N
General	PROS	Under Funded	3	Community Park Plan- CIP for Construction	3,000,000	-	3,000,000	N
General	PROS	Under Funded	3	Community Park Plan- CIP for Construction (Land Only)	1,000,000	-	1,000,000	N

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Fund	Department	Source	Priority	Budget Item Request Description	Line Item Request Amount	FY 2021/2022		Ongoing Expense (Y/N)
						FY 2021/22 Funded Amount	FY 2021/22 Unfunded Amount	
<b>Priority 3 Sub-Total</b>					<b>4,580,000</b>	<b>22,140</b>	<b>4,557,860</b>	
<b>PROS Department Sub-Total</b>					<b>4,580,000</b>	<b>22,140</b>	<b>4,557,860</b>	
General	Admin	Under Funded	1	Consultant Services for Redistricting	3,600	3,600	-	N
<b>Priority 1 Sub-Total</b>					<b>3,600</b>	<b>3,600</b>	<b>-</b>	
General	Admin		2		-	-	-	N
<b>Priority 2 Sub-Total</b>					<b>-</b>	<b>-</b>	<b>-</b>	
General	Admin	Budget Unfunded	3	Clerical Assistant Part-Time to Full Time (Step E & Benefits)	44,879	-	44,879	Y
General	Admin	Under Funded	3	Replace District Car (FY 2022 or 2023)	30,000	-	30,000	N
General	Admin	Under Funded	3	Administrative Office Building	400,000	-	400,000	N
General	Admin	Under Funded	3	Administrative Office - Leased Space Carpet	25,000	-	25,000	N
<b>Priority 3 Sub-Total</b>					<b>499,879</b>	<b>-</b>	<b>499,879</b>	
<b>Administrative Department Sub-Total</b>					<b>503,479</b>	<b>3,600</b>	<b>499,879</b>	
<b>Total General Fund</b>					<b>13,101,991</b>	<b>489,829</b>	<b>12,612,161</b>	
Water	Water	Under Funded	1	CIP Priority 1 Projects	1,570,527	579,649	990,878	Y
<b>Priority 1 Sub-Total</b>					<b>1,570,527</b>	<b>579,649</b>	<b>990,878</b>	
Water	Water	Under Funded	2	CIP Priority 2 Projects	633,000	-	633,000	Y
Water	Water	Under Funded	2	Cover for Sheltering of Equipment at Plant (50%)	15,000	15,000	-	N
Water	Water	Under Funded	2	AWIA (American Water Infrastructure Act) Vulnerability Assessment	5,000	5,000	-	N
Water	Water	Under Funded	2	TCP (Trichloropropane) Monitoring	5,000	5,000	-	Y
Water	Water	Under Funded	2	Modular Office Building @ Plant	10,000	10,000	-	N
Water	Water	Under Funded	2	2021 Storm Damage	47,000	-	47,000	N
Water	Water	Under Resourced	2	Lease w/CUHS for Well Site (annual cost w/annual CPI incr)	42,000	42,000	-	Y
<b>Priority 2 Sub-Total</b>					<b>757,000</b>	<b>77,000</b>	<b>680,000</b>	
Water	Water	Under Funded	3	CIP Priority 3 Projects	1,181,000	-	1,181,000	Y
Water	Water	Under Funded	3	Van Gordon Site - Modular Office Building	100,000	-	100,000	N
Water	Water	Under Funded	4	CIP Priority 4 Projects	100,000	-	100,000	Y

**Cambria Community Services District**  
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**Due Date - April 1, 2021, Updated July 27, 2021**

Fund	Department	Source	Priority	Budget Item Request Description	Line Item Request Amount	FY 2021/2022		Ongoing Expense (Y/N)
						FY 2021/22 Funded Amount	FY 2021/22 Unfunded Amount	
<b>Priority 3 &amp; 4 Sub-Total</b>					<b>1,381,000</b>	<b>-</b>	<b>1,381,000</b>	
<b>Water Department Sub-Total</b>					<b>3,708,527</b>	<b>656,649</b>	<b>3,051,878</b>	
Water	WRF-Ops/Cap	Under Funded	1	CIP Priority 1 Projects	200,000	200,000	-	Y
<b>Priority 1 Sub-Total</b>					<b>200,000</b>	<b>200,000</b>	<b>-</b>	
Water	WRF-Ops/Cap	Under Funded	2	CIP Priority 2 Projects	260,000		260,000	Y
Water	WRF-Ops/Cap	Under Funded	2	2021 Storm Damage	51,000	-	51,000	N
<b>Priority 2 Sub-Total</b>					<b>311,000</b>	<b>-</b>	<b>311,000</b>	
Water	WRF-Ops/Cap	Under Funded	3	CIP Priority 3 Projects	410,000		410,000	Y
<b>Priority 3 Sub-Total</b>					<b>410,000</b>	<b>-</b>	<b>410,000</b>	
<b>WRF Department Sub-Total</b>					<b>921,000</b>	<b>200,000</b>	<b>721,000</b>	
Wastewater	Wastewater	Budget Unfunded	1	Replace John Deere Tractor	70,000	70,000	-	N
Wastewater	Wastewater	Budget Unfunded	1	Replace Van - Transport of Video Camera System	55,000	55,000	-	N
Wastewater	Wastewater	Under Funded	1	CIP Priority 1 Projects	1,520,000	135,125	1,384,875	Y
Wastewater	Wastewater	Under Funded	1	CIP Priority SST Projects	10,416,852	489,894	9,926,958	Y
<b>Priority 1 Sub-Total</b>					<b>12,061,852</b>	<b>750,019</b>	<b>11,311,833</b>	
Wastewater	Wastewater	Under Funded	2	CIP Priority 2 Projects	80,000	-	80,000	Y
Wastewater	Wastewater	Under Funded	2	2021 Storm Damage	2,269	2,269	-	N
Wastewater	Wastewater	Under Funded	2	PFAS (Per-and polyfluoroalkyl substance) Monitoring	5,000	2,000	3,000	Y
Wastewater	Wastewater	Under Funded	2	PFAS (Per-and polyfluoroalkyl substance) Treatment	100,000	10,000	90,000	Y
Wastewater	Wastewater	Under Funded	2	Cover for Sheltering of Equipment at Plant (50%)	15,000	-	15,000	N
<b>Priority 2 Sub-Total</b>					<b>202,269</b>	<b>14,269</b>	<b>188,000</b>	
Wastewater	Wastewater	Under Funded	3	CIP Priority 3 Projects	695,000	-	695,000	Y
<b>Priority 3 Sub-Total</b>					<b>695,000</b>	<b>-</b>	<b>695,000</b>	
<b>Wastewater Department Sub-Total</b>					<b>12,959,121</b>	<b>764,288</b>	<b>12,194,833</b>	
<b>Total Enterprise Funds</b>					<b>17,588,648</b>	<b>1,620,937</b>	<b>15,967,711</b>	

	B	C	D	E	F	G
1	General Fund CIP (Revised 5/6/2021)					
2	General Fund Projects	Ranking	FY Project Cost	10-Yr Cost	Notes	
3	<b>Administration Department Projects</b>					
4	Tyler Incode	1	\$ -	\$ 76,050		
5	Replace District Car	3	\$ -	\$ 30,000		
6						
7		Subtotal	\$ -	\$ 106,050		
8	<b>Facilities &amp; Resources/PROS Projects</b>					
9	F350 Truck - Replace 1999 F150 Truck	1	\$ -	\$ 40,000		
10	Electric Vehicle Charging Station (Vets Hall)	1	\$ -	\$ 22,272		
11	Electric Vehicle Charging Station (East Village Parking Lot)	1	\$ -	\$ 17,000		
12	Skate Park Improvements	1	\$ -	\$ -		
13	Restroom Facilities @ Fiscalini Ranch Preserve	1	\$ -	\$ 20,000		
14	Vets Hall Sewer Line	1	\$ -	\$ 40,000		
15	Vets Hall Electrical Emergency (Generator & Equipment)	1	\$ -	\$ 80,000		
16	Re-Roof Entire Vets Hall Building & American Legion Kitchen Area	1	\$ -	\$ 55,000		
17	Vets Hall Water Line	2	\$ -	\$ 10,000		
18	Vets Hall Kitchen Improvements (Replace cabinets, countertops, sinks)	3	\$ -	\$ 20,000		
19	Vets Hall Restroom Improvements (Replace particians, countertops, sinks & flooring)	3	\$ -	\$ 17,500		
20		Subtotal	\$ -	\$ 321,772		
21	<b>Fire Department Projects</b>					
22	Radio System Upgrade Phase 2	1	\$ -	\$ 40,729		
23	Fire Department Station Security	2	\$ -	\$ 80,000		
24	Zoll X Series EKG	2	\$ -	\$ 40,000		
25	Extrication Tool	2	\$ -	\$ 60,000		
26	Utility Truck	2	\$ -	\$ 50,000		
27	Fuel Station Computer Replacement	3	\$ -	\$ 14,000	50% cost paid by CCHD	
28	Replace Fire Truck - Engine Type 1	3	\$ -	\$ 700,000	FY 2027	
29	Purchase New Fire Truck - Engine Type 3	3	\$ -	\$ 400,000	FY 2022	
30	Replace Water Tender	3	\$ -	\$ 250,000	FY 2024	
31	Facility Training Center (Sea Train Container)	3	\$ -	\$ 100,000		
32	Fire Station Expansion	3	\$ -	\$ 3,000,000	Includes Admin Office	
33		Subtotal	\$ -	\$ 4,734,729		
34			GRAND TOTAL	\$ 5,162,551		
35			Priority 1 Total	\$ 391,051		
36			Priority 2 Total	\$ 240,000		
37			Priority 3 Total	\$ 4,531,500		
38			Priority 4 Total	\$ -		
39				\$ -		



	A	C	D	E	F	G
1	<b>Water CIP (Revised 5/6/2021)</b>					
2		Ranking	FY Project Cost	10-Yr Cost		Notes
3	<b>Water Distribution System Projects</b>					
4	Pressure Zone 2 to Zone 7 transmission main replacement @ SR Creek pedestrian bridge	1	\$ -	\$ 215,527		
5	Water Meter Replacements & Upgrades (phased)	1	\$ -	\$ 1,050,000		
6	Piney Way erosion control inspection report and follow-up protection efforts for existing pipeline	1	\$ -	\$ 10,000		
7	SS2 Electrical Panel Upgrade	1	\$ -	\$ 15,000		
8	Subzone metering of distribution system	2	\$ -	\$ 150,000		
9	Cover for Sheltering of Equipment @ Plant (50%)	2	\$ -	\$ 15,000		
10	Modular Office Building @ Plant	2	\$ -	\$ 10,000		
11	Replacement of problematic service lines within Leimert	3	\$ -	\$ 130,000		
12	Water Master Plan Amendment (revised fire flow modeling/tank sizing check)	3	\$ -	\$ 35,000		
13	Inspection & spot repair to water transmission main under S. Parks wetlands area; or lining of transmission main plus study & predesign	4	\$ -	\$ 80,000		
14	Pine Knolls - Iva Court zone 1 pipeline expansion	4	\$ -	\$ 165,000		
15		Subtotal	\$ -	\$ 1,875,527		
16	<b>Tank &amp; Booster Pump Station Projects</b>					
17	SCADA System - Phased Upgrades (Adding historian, reporting, etc)	1	\$ -	\$ 250,000		
18	Stuart Street Tank Rehabilitation	1	\$ -	\$ 458,000		
19	Electrical transfer switch and conduit to well SS-3	2	\$ -	\$ 25,000		
20	Rodeo Grounds Pump Station Replacement (aka Zone 2 Booster pump station)	3	\$ -	\$ 1,016,000		
21		Subtotal	\$ -	\$ 1,749,000		
22	<b>Vehicles and Trailer-Mounted Equipment</b>					
23	Replacement 2005 F-150 Truck with F-250 (for towing Ditch Witch)	1	\$ -	\$ 35,000		
24		Subtotal	\$ -	\$ 35,000		
25	<b>Water conservation</b>					
26	Database for water conservation program/tracking with parcel links & APN file conversion	1	\$ -	\$ 10,000		
27		Subtotal	\$ -	\$ 10,000		
29			GRAND TOTAL	\$ 3,669,527		
31			Priority 1 Total	\$ 2,043,527		
32			Priority 2 Total	\$ 200,000		
33			Priority 3 Total	\$ 1,181,000		
34			Priority 4 Total	\$ 245,000		
36	<b>Completed Projects</b>					
37	<b>Vehicles and Trailer-Mounted Equipment</b>					
38	Replacement Dump Truck	1	\$ -	\$ 74,871	\$ 74,871	
39	Trailer-Mounted Air Compressor	2	\$ -	\$ 22,557	\$ 22,557	
40	Trailer-Mounted Vacuum Extractor	2	\$ -	\$ 46,169	\$ 46,169	
41	<b>Tank &amp; Booster Pump Station Projects</b>					
42	San Simeon well field generator replacement	2	\$ -	\$ 50,449	\$ 50,449	
44				194,046	194,046	
47	<b>WRF CIP (Revised 5/6/2021)</b>					
48		Ranking	FY Project Cost	10 yr Cost		Notes
49	<b>Permitting &amp; Planning</b>					
50	Urban Water Management Plan - CDP Portion	1	\$ -	\$ 20,463		
51	Groundwater modeling/piezometer installation/monitoring	1	\$ -	\$ 75,758		
52	EIR consulting (follow up agency discussions to support the WRF's Regular CDP)	1	\$ -	\$ 28,609		
53	Section 7 ESA consulting, annual AMP report, & AMP update	1	\$ -	\$ 100,000		
54		Subtotal	\$ -	\$ 128,609		
55	<b>Interim, short-term SWF Modifications</b>					
56	Brine Tank Secondary Containment, Grading, Rock	1	\$ -	\$ 20,000		
57		Subtotal	\$ -	\$ 20,000		
58	<b>Advanced Water Treatment Plant</b>					
59	Miscellaneous instrumentation / monitoring upgrades	2	\$ -	\$ 10,000		
60		Subtotal	\$ -	\$ 10,000		
61	<b>Long-Term Improvement Modifications</b>					
62	Consulting assistance for coordination with Army Corps on WRDA grant (meetings, redefine work plan, & update scope of work)	1	\$ -	\$ 40,000		
63	Future permanent mods at WRF for trailer fill station (transfer tanks, piping, & spill containment/loading pad) (1,2)	2	\$ -	\$ 200,000		
64	AWTP pull-barn style covers for outdoor equipment & control panels (1,2)	2	\$ -	\$ 50,000		
65	Sems, Hach WIMS, or custom programmer for logging/reporting software and tablets	3	\$ -	\$ 25,000		
66	Installation of remote sensing instrumentation at SS creek (needs ROE agreement with State Parks)	3	\$ -	\$ 10,000		
67	Solar Array System (1,2)	3	\$ -	\$ 375,000		
68		Subtotal	\$ -	\$ 700,000		
70			GRAND TOTAL	\$ 858,609		
72			Priority 1 Total	\$ 188,609		
73			Priority 2 Total	\$ 260,000		
74			Priority 3 Total	\$ 410,000		
75			Priority 4 Total	-		
77	<b>Completed Projects</b>					
78	<b>Advanced Water Treatment Plant</b>					
79	Filters / membrane replacements and build reserves for future	2	\$ -	\$ 59,639	\$ 59,639	
80	<b>Interim, short-term SWF Modifications</b>					
81	Short-term flood damage mitigation	1	\$ -	\$ 12,566	\$ 12,566	
82	Hauling of last 18" of water and cleaning impoundment	1	\$ -	\$ 94,515	\$ 94,515	
84				166,720	166,720	



	B	C	D	E	F	G
1	<b>Wastewater CIP (Revised 5/6/2021)</b>					
2	<b>Wastewater Projects</b>		<b>Ranking</b>	<b>FY Project Cost</b>	<b>10-Yr Cost</b>	<b>Notes</b>
3	<b>Treatment Plant Projects in SST (All SST Cost Estimates Current as of 6/2/2020)</b>					
4	Investment Grade Audit (30% Design for all ECMs)	SST	\$ -	\$ 688,404		
5	Electrical Upgrades (ECM 7) - Conduits between PG&E transformer and service witchboard, switchboard, connections to existing switchboard, connections to generator)	SST	\$ -	\$ 337,963		
6	Secondary Water System (3W) Improvements (ECM 10) - Submersible pumps, hydrpneumatic tank, demo, electrical/I&C	SST	\$ -	\$ 218,985		
7	Sewer Lift Stations (ECM 12) - Lift Station B1, Lift Station B4, Lift Station 4: Electrical/I&C	SST	\$ -	\$ 2,739,235		
8	Influent Lift Station Modifications (ECM 2) - Bypassing; VFDs; Equipment & Material Demo; Pumps, guiderails, valves, and piping installation; upper concrete wet well deck & hatches (installation); electrical/I&C; new concrete and repair coatings	SST	\$ -	\$ 1,025,772		
9	Modified Ludzak-Ettinger Process Upgrade (ECM 3) - MLE conversion based on Carollo 2015 Study minus VFD costs; header repair	SST	\$ -	\$ 1,012,326		
10	Influent Flow Equalization (ECM 1) - New or refurbished EQ tanks based on Carollo 10% design	SST	\$ -	\$ 922,043		
11	Effluent Pump Station Improvements (ECM 11) - Demo; surge tank replacement; instrumentation; replace air release valves; pipeline cleaning and flushing; electrical/I&C	SST	\$ -	\$ 374,580		
12	RAS and WAS Pumping Improvements (ECM 5) - RAS pumping system; WAS pumping system; scum pumps replacement; skimming troughs replacement; electrical/I&C	SST	\$ -	\$ 733,792		
13	SCADA System (ECM 9) - New SCADA system based on Carolla 10% Design	SST	\$ -	\$ 455,259		
14	Backup Power (ECM 8) - 365 kW NG Generator; Demo; Propane backup	SST	\$ -	\$ 479,327		
15	Blower System Improvements (ECM 4) - Replace 2 blowers; duct replacement	SST	\$ -	\$ 457,179		
16	Sludge Thickening (ECM 6) - Rehabilitate rotary drum thickener and screw press; new transfer pumps; stabilization tanks; aeration system and control valve; demo of clarifiers; rolloff area with roof; electrical/I&C	SST	\$ -	\$ 971,987		
17		<b>Subtotal</b>	\$ -	\$ 10,416,852		
18	<b>Treatment Plant Projects Not in SST</b>					
19	Security Improvements	1	\$ -	\$ 15,000		
20	Replace Tractor	1	\$ -	\$ 40,000		
21	Replace Van - Transport of Sewer Video Camera System	1	\$ -	\$ 55,000		
22	Replace F150	1	\$ -	\$ 30,000		
23	Walkway Grating on Digester Tanks		\$ -	\$ 20,000		
24	<b>Clarifier Improvements</b>					
25	Eastern clarifier - Replace chain drive	1	\$ -	\$ 40,000		
26	Eastern clarifier - Replace drive unit's metallic hubs with non-corrosive hubs	1	\$ -	\$ 35,000		
27	Eastern clarifier - Replace clarifier chain, wear shoes, skid plates, & sprockets	2	\$ -	\$ 40,000		
28	Western clarifier - Replace clarifier chain, wear shoes, skid plates, & sprockets	2	\$ -	\$ 40,000		
29	Cover for Sheltering of Equipment @ Plant ( 50%)	2	\$ -	\$ 15,000		
30		<b>Subtotal</b>	\$ -	\$ 330,000		
31	<b>Collection System Projects</b>					
32	<b>Lift Station A (Nottingham &amp; Leighton/Park Hill)</b>					
33	New Submersible Pumps, MCC, Bypass Piping, Control Panel at Grade Elevation	1	\$ -	\$ 490,000		
34	<b>Lift Station A-1 (Sherwood &amp; Harvey/Marine Terrace)</b>					
35	New Submersible Pumps, Bypass Piping	1	\$ -	\$ 265,000		
36	<b>Lift Station B - (SR Creek/Behind Park Hill)</b>					
37	New Control Panel, Generator, Wet Well, Submersible Pumps, and Valve Vault	3	\$ -	\$ 435,000		
38	<b>Lift Station B-2 (Wood Dr./E. Lodge Hill)</b>					
39	New Control Panel at Grade Elevation	1	\$ -	\$ 425,000		
40	<b>Lift Station B-3 (Green St./W. Lodge Hill)</b>					
41	New Control Panel	1	\$ -	\$ 250,000		
42	New Submersible Pumps, MCC, Bypass Piping	3	\$ -	\$ 250,000		
43	Collection System Assessment software (E.g, t4 Spatial or other)	3	\$ -	\$ 10,000		
44		<b>Subtotal</b>	\$ -	\$ 2,125,000		
45		<b>GRAND TOTAL</b>		\$ 12,871,852		
48			<b>Priority 1 Total</b>	\$ 1,665,000		
49			<b>Priority 2 Total</b>	\$ 95,000		
50			<b>Priority 3 Total</b>	\$ 695,000		
51			<b>Priority 4 Total</b>	-		
52			<b>SST Total</b>	\$ 10,416,852	\$ -	
54	<b>Completed Projects</b>		<b>Ranking</b>	<b>FY Project Cost</b>	<b>10-Yr Cost</b>	<b>Actual Cost</b>
55	<b>Vehicles and Trailer- Mounted Equipment</b>					
56	Pearpoint or equal TV inspection camera (removed cost from mid year total to meet reduced funding balance, 11/20/2018.)	1	\$ -	\$ 75,000	\$ 75,000	
57	F-350 Service Truck with Crane Body	1	\$ -	\$ 57,040	\$ 56,540	
58	Vactor truck - replace with new \$430K truck that meets emssion requirements (7 yr loan @ 4.5%)	1		\$ 518,000	\$ 402,435	
59	Replacement Rack Truck (F-150)	-	\$ -	\$ 24,193	\$ 24,193	
60	<b>Treatment Plant Projects Not in SST</b>					
61	Influent screen, support platform design, & installation	1	\$ -	\$ 164,509	\$ 156,675	

	B	C	D	E	F	G
1	Wastewater CIP (Revised 5/6/2021)					
2	Wastewater Projects	Ranking	FY Project Cost	10-Yr Cost	Notes	
62	<i>Collection System Projects</i>					
63	Lift Station A-1 MCC, SCADA Improvements	1	\$ -	\$ 45,000	\$ 50,835	
65	GRAND TOTAL				\$ 765,678	
68						

**Finance Committee Report for CCSD Board Agenda, Nov. 11, 2021:**

The Finance Committee of the CCSD Board of Directors held its regular monthly meeting on Tuesday, Oct. 26, via Zoom. All five current members were present, along with Finance Manager Pam Duffield, General Manager John Weigold and Board Secretary Ossana Terterian.

The Committee's Regular Business included the following:

1) Review of the First Quarter Budget Report and Staff Recommendation.

Ms. Duffield reviewed the first quarter budget report and budget adjustments for two items: New hires under the Fire Departments SAFER grant, and the lease-purchase of a new truck by the Facilities & Resources Department. Ms. Duffield noted that this was the first such report from the Tyler Incode system and explained the new format and columns. The Committee voted unanimously to recommend CCSD Board approval of the budget adjustments.

2) Appointment of New Ad Hoc Subcommittee for the CCSD Strategic Plan Objective: "Identify Potential Structural Changes to Address Underfunded, Under-Resourced and Understaffed Services/Support Needs."

Committee member Siegler and Chairman Gray were appointed to this subcommittee. A third member could be added once the Committee gets a sixth member.

3) Review and Update of Ad Hoc Subcommittee Roster.

The committee reviewed the historical list of finance ad hoc subcommittees. There was some discussion about the reserve policy subcommittee being reopened but it was decided not to do so at this time. The list will be updated with the ad hoc subcommittee to identify unfunded/underfunded/understaffed services and support needs. This subcommittee will be closed once the report is reviewed at the November board meeting.

The list will also be updated to show closure of the subcommittees for the Bartle Wells Associated rate study and the Water and Wastewater rate increases.

In addition, the list will be updated to include the new subcommittee to "Identify Potential Structural Changes to Address Underfunded, Under-Resourced and Understaffed Services/Support Needs."

The Committee also received updates from Ms. Duffield on the FY 2020-21 audit and the status of the Tyler Incode installation. Regarding Tyler Incode, she reported that the majority of modules are in place. The fixed asset module and work order module are still in process. Tyler will continue to assist as needed as new processes are implemented for the first time, such as fiscal year-end reporting.

--Respectfully submitted by Tom Gray, Nov.3, 2021.

## **Resources & Infrastructure Committee Report November 10, 2021 CCSD Meeting**

The Resources and Infrastructure Committee met on October 18, 2021. Committee Members present were Committee Chair Karen Dean, Vice Chair David Pierson, Steven Siebuhr, Michael Thomas, and James Webb. Brad Fowles was absent. CCSD Staff present were Utilities Manager Ray Dienzo, Finance Manager Pam Duffield, and Board Secretary Ossana Terterian.

The General Fund Ad Hoc Committee, consisting of David Pierson as lead, along with R&I Committee members James Webb and Brad Fowles, reported that they met with Staff to review the General Fund CIP lists, notated the projects that are completed or in the budget for the 21/22 Fiscal Year, and worked at prioritizing the remaining items. The Committee developed a recommendation for how to define Priorities 1-3.

The Committee determined that they needed to have a cost benefit analysis of some items on the list to see if some other options would be better, as well as some pricing updates on other items. The Committee will meet again once that information is provided by a staff.

The Enterprise Fund CIP Committee, consisting of Chair Karen Dean as lead, along with R&I Committee members Steven Siebuhr and Michael Thompson, have met several times. We reviewed the CIPs currently proposed to be included in the SST Project, the ones that were removed from the SST option presently being considered but are still high priority, as well as the rest of the WWTP needed projects. We recommended that the SST ECM portion of the list be revised so that the ECM's being planned in the current SST option that is being proposed were in numerical order, rather than in the order of the flow of the sewer process, to avoid confusion. We are working on a system of prioritization similar to that of the General Fund Ad Hoc Committee. We also discussed getting updates on energy savings assessments as well as operational savings once the projects are completed.

Utilities Manager Ray Dienzo gave a brief update on the PGE SST IGA status. The Investment Grade Audit is under administrative review, will be updated based on the comments received, and then the final version will be brought forward.

Our next R & I meeting will be November 8 at 2:00pm via Zoom.

Respectfully submitted by Director Karen Dean



## Friends of the Fiscalini Ranch Preserve meeting of Tuesday, October 19, 2021

FFRP Executive Director Kitty Connolly began the meeting addressing an ongoing important topic of discussion, which is the proposed Boardwalk Trail linking the Bluff Trail with the Marine Terrace/Fire Road Trail roughly halfway between the North and South entrances to the Ranch. A conceptual plan was presented that accommodates wheel chair access, which creates the need for a switchback design at a distance of 1,080 feet with a height increase of roughly two feet, with the Boardwalk itself being 6 feet in width. Almost two years ago FFRP received a cost estimate from the Civilian Conservation Corps of approximately \$170,000 for the project. However, recently the Wallace Group gave a cost estimate of nearly \$390,000, or roughly \$60 a square foot. FFRP is waiting for a revised estimate from CCC before moving forward.

Ranch projects continue to be addressed in as timely a fashion as possible, at a total cost of just under \$80,000 per year. The most monies spent are roughly \$36,000 for forest maintenance, and \$22,000 for removal of invasive plants. Some other items on the budget are trail clearing, caring for benches, and providing mutt mitts for folks with canine companions visiting the Ranch.

As for encroachment on Ranch property. Board President John Nixon followed up on this topic that was discussed at the September meeting by stating overall encroachment beyond the Ranch boundary is quite minimal. He speculated a consistent approach was needed in this area, and perhaps hiring an attorney to design a uniform response to future encroachment issues could be the direction to pursue. Of course this would be done in conjunction with the Cambria CSD.

The Finance report from treasurer Ted Siegler indicated due to anticipated lower returns in their financial investments in the coming years that perhaps spending from endowment earnings could be limited. However, overall it does appear that current investments are protected from potential downturns and inflation, and as private donations are going well, needed Ranch projects could still continue to be addressed as needed.

Recently there was an astronomy walk on the Ranch on Saturday, October 16th that featured a discussion and viewing of the planets led by local astronomer Frank Widman. 19 folks were cheerfully in attendance. A night walk on the Ranch was scheduled for the first Saturday in November. A family docent walk is planned for Friday, November 26th, which is Native American Heritage Day, the day following Thanksgiving. This will be an educational experience, describing how indigenous peoples have used various plants for medicinal, nutritional, and other purposes. There are other fun activities scheduled in November listed at the FFRP website [www.fiscaliniranchpreserve.org](http://www.fiscaliniranchpreserve.org)

Also, bike bells are finally available on the ranch, and are being put to good use to allow for courtesy to occur between bike riders, walkers and hikers. In fact, more bike bells are on order due to their popularity.

The annual appreciation event, "Songs For The Season", is still happening on Saturday, December 11th from 2-4:30 at Fog's End on Main Street at Santa Rosa Creek Road. Drink and good food will be served, music will be played and songs will be sung by all. Tickets will be available in November at the FFRP website, as well as the FFRP store, 604 Main Street.

Finally, as Zoom meetings have been used for roughly one and a half years, returning to in person meetings was discussed. Zoom meetings were endorsed as allowing for more flexibility and being

conscious of health concerns, plus there is currently an indoor mask mandate. Meeting at the FFRP office was discussed but acknowledged that could be quite crowded. Perhaps alternating in person and Zoom meetings was proposed. It was also suggested that an in person gathering should occur prior to the Songs of the Season event, as there are new Board members and some folks have never met one another.

The next FFRP Board meeting is scheduled for Tuesday, November 9th, at 4PM.

This summary provided by Board Director Harry Farmer.

### **Cambria Forest Committee meeting summary of October 13, 2021**

Once again, a number of topics were discussed addressing the well being of one of the qualities that makes our town so special, the forested areas that exist throughout our community.

The first item of discussion was the Transfer of Development Credits Program(TDC) initiated by the California Coastal Conservancy to ultimately retire undeveloped lots to allow for more open space in Cambria. This project is done in conjunction with the Land Conservancy of San Luis Obispo County. Concern was expressed that the CCSD's Finance Standing Committee's recommendation to divest these lots and to not accept any additional real estate could undermine the District's Buildout Reduction Program agreement.

The approval by the California Coastal Commission of the upcoming ten year Fuel Reduction Project on the Covell Ranch also caused a sense of frustration. The CFC had written a comment letter on this project regarding the likelihood of excessive removal of smaller trees and the understory that in their opinion lessens the ability of the forest to flourish and thrive. Concern for creating a balance between Monterey Pines and Coastal Oaks was also addressed in this correspondence, as were leaving a sufficient number of "snags" on trees for the animal and bird population to use. The potential overuse of mechanical machinery in this project was also an item of concern. Unfortunately, it appeared Forest Committee comments were essentially not taken into consideration to the degree desired.

Addressing forest health and preventative measures regarding fire potential elsewhere in Cambria was also addressed. Having Greenspace The Cambria Land Trust apply for a grant to improve conditions in the popular hiking area known as Strawberry Canyon was discussed and encouraged.

Also regarding forest management and health, doing a tree planting at Camp Ocean Pines was taken up. A gathering at the Camp to get expert opinion on tree planting and discussing the overall health of the forest at the Camp was ultimately arranged for and took place the afternoon of Wednesday, October 20th. A report on the results of this meeting will be given at November's Forest Committee meeting.

As for other future items. The Forest Committee is hoping to have Bryant Baker from Los Padres Forest Watch soon provide a presentation regarding the work their organization does to protect the wildlife, wilderness and water in the Los Padres National Forest, and how their efforts and advocacy could perhaps be applied to Cambria. CFC is also arranging to present the webinar recording lecture given by Dr Chad Hanson, University educator, ecologist, cofounder of the John Muir Project, and author of "Smokescreen: Debunking Wildfire Myths to Save Our Forests and Our Climate".

The next meeting of the Cambria Forest Committee will be on Wednesday, November 10th at 5:30 via Zoom.

This report written and provided by CCSD Director Harry Farmer

## **CCSD Board of Directors Ad Hoc Committee on Fire Evacuation— Report for Board Agenda, Nov. 11, 2021:**

The Ad Hoc Committee on Fire Evacuation held its first meeting via Zoom on Oct. 8, 2021 at 10 a.m. In attendance were CCSD Directors Karen Dean and Tom Gray, CCSD General Manager John Weigold, Fire Safe Focus Group Coordinator David Pierson, CCSD Fire Chief William Hollingsworth, Cambria Emergency Response Team Coordinator Craig Ufferheide, and Mark Larsen, Secretary of Friends of the Fiscalini Ranch Preserve.

Principal topics of discussion included:

- 1) Status of Zonehaven rollout. Chief Hollingsworth reported that a grant has been awarded to fund the Zonehaven service in San Luis Obispo County for three years. The service will enable emergency services to respond quickly to fire activity and to issue timely evacuation orders or warnings. The schedule of its deployment to Cambria is not known at this point.
- 2) Status of evacuation studies. David Pierson reported on prospects for the \$25,000 Fire Safe Council grant to Prof. Cornelius Nuworsoo to conduct studies of wildfire evacuation from Cambria under five scenarios not covered in his earlier studies. These include scenarios of evacuation from Park Hill and evacuation via a coastal route south of Marine Terrace as well as on Highway One. [The grant award was announced shortly after this meeting].
- 3) In response to a question from Karen Dean about communication with residents during a power shutoff, Craig Ufferheide noted that CERT has a “power off” communications system via portable radios, and that efforts are underway to set up a fixed system that can operate with off-grid power (e.g., solar). David Pierson noted the need to make sure that Zonehaven interfaces with whatever alert system is installed.
- 4) The committee had an in-depth discussion of the CCSD’s current evacuation guide (available as a printed brochure and online), especially its map showing possible evacuation routes and safe refuge areas. Chief Hollingsworth noted that the spots designated as “safe” have considerable risks and are meant to be a last-resort option if people cannot leave the area: “The intent is to get people as quickly as possible to a point out of Cambria.” It was also suggested that the evacuation guide add advice for evacuees such as having hoses with spigots outside their homes and ladders available for firefighters to use.

At the conclusion of the meeting, the participants suggested topics for future discussion or activities to be carried out prior to the Nov. 4 meeting. These included:

- Getting a Cambria representative on the Fire Safe Council committee overseeing the deployment of Zonehaven.
- Deciding what to do about the designation of “safe refuge” areas as shown in the current brochure.
- Communicating correct information during emergencies and countering misinformation that might be disseminated via social media.
- Assessing current information (if any) being given to visitors at vacation rentals and other accommodations regarding evacuation and working to develop materials aimed specifically at visitors.

--Respectfully submitted by Tom Gray, Nov. 3, 2021.



## **NCAC Liaison Report for November 10, 2021 CCSD Meeting**

The North Coast Advisory Council met on Wednesday, October 20, 2021 via Zoom.

The Council voted to appoint Kermit Johansson as the Area 5 representative. He fills the open position left by the retirement of Michael Lyons from the Council.

Director Gwen Kellas from the San Simeon CSD is now giving monthly reports as the liaison from the SSCSD.

County Supervisor Bruce Gibson reported the appointment of Elaina Cano as the new County Clerk Recorder. Supervisor Gibson also talked about the redistricting process being undertaken by the SLO County Board of Supervisors. They were holding a meeting on October 26 and four maps were to be discussed and open to public comment, followed by two more meetings on November 19<sup>th</sup> and 30<sup>th</sup>. One map then will go forward, be open to public comment on December 7<sup>th</sup>, and will be moved for approval on December 14<sup>th</sup>. Information can be found at [slocounty.ca.gov/redistricting](http://slocounty.ca.gov/redistricting). One of the maps being considered has Cambria and San Simeon included in District 1 which covers Paso Robles. Citizens can express their opinion via website email or by attending one of the public meetings.

The subject of changes to the code on Rural Recreation and Camping was brought up. Supervisor Gibson said that the proposed changes that are being circulated are written by Hipcamp, not County Planning. Current code will continue to be enforced until such time it is brought to planning and gone through the process to be formally changed. The Relations Manager for Hipcamp was also present and offered her email address if anyone wanted more information about Hipcamp.

County Planning Supervisor Shani Siong relayed that the Cambria Christmas Market discussion was going to resume October 22, as well as design review for the Cambria Skatepark on Main St, and also that two Leimert projects were going to the Coastal Commission on appeal.

The Cambria Healthcare District hired a demographer to look into redistricting. The Cookie Crock generously gave the CCHD's 34 employees \$100 gift certificates.

Special Guest Speaker was Dennis Frahmman, Board member of the Cambria Arts Center. He spoke about upcoming events, their plans to produce three to five plays annually, their sponsorship of the mural in the West Village, and the updates they are doing on the building.

The Council approved two MUP referrals for October, one a remodel on Romney Dr, the other an addition on Dorset.

The Environmental Representative Kitty Connolly reported lots of monarch are returning to the Central Coast, and that the offshore wind energy project seems to be moving along.

She also gave a thank you to the volunteers who have been removing ice plants from the Fiscalini Ranch Bluff.

The Business Representative Aaron Linn reported that the restaurants and other local businesses were being overwhelmed by the influx of tourists, and not being able able, even with raising wages, to get enough employees. He expressed concern that the higher level of customers may cause restaurants to be fined for increased or excess water use.

Mike Broadhurst gave the agricultural report. He told the Council his spring had dried up, and expressed concern for other ranchers that depend on spring water. He thought those who had Wells or access to Santa Rosa creek water should be ok for now.

The next NCAC meeting will be November 17 via Zoom.

Respectfully submitted,  
Director Karen Dean, as appointed NCAC Liaison

## **California Coastal Commission Liaison Report For November 10, 2021 CCSD Meeting**

The California Coastal Commission met on October 13, 14, & 15, via Zoom.

The topic of most interest to Cambria was the discussion on Public Works Plan PWP-3-SLO-0004-1 for Northern San Luis Obispo County. This is a plan submitted by the Upper Salinas-Las Tablas Resource Conservation District, and is a ten year vegetation treatment program to improve forest health and wildfire resilience. The plan would encompass the area in the San Luis Obispo County Coastal Region that stretches from the Monterey County/San Luis Obispo County line to the northern border of Morro Bay.

The first project proposed under this plan is a forest health improvement project at the Covell Ranch in Cambria. The Coastal Commission staff collaborated with the Upper Salinas-Las Tablas Resource Conservation District, along with representatives from Cal Fire, and the SLO County Fire Safe Council, and worked together on this plan to increase fire resilience while protecting and restoring habitat in the Local Coastal Zone.

There are five vegetation treatment activities provided for under the Cal Vegetation Treatment Program: Prescribed Burning, Mechanical Treatment, Manual Treatment, Prescribed Herbivory, and Herbicide Application. There are Protection Standards applied as well with 71 Standard Project Requirements, and 21 Mitigation Measures that must be implemented when designing these projects to protect sensitive species and habitats. There are also limits placed on the use of heavy equipment and herbicides in order to protect the sensitive ecosystems

The Vegetation Treatment Projects must also follow a Vegetation Removal Hierarchy: Removal of dead, dying, and diseased vegetation, removal of invasive species, and removal of native species that are not endangered or protected only where need to meet overall vegetative cover goals.

The Covell Ranch exhibit unhealthy forest health, thick and overgrown due to fire suppression and with nonnative species invasion, and this project would restore beneficial habitat and provide fire resilience.

All future projects will be reviewed by the California Coastal Commission to ensure consistency for each project, any conditions required, will require Public Hearings, CCC and Public Works enforcement authority, and 5 year program review and reporting.

The Coastal Commission voted unanimously to approve this project.

Respectfully submitted,  
Director Karen Dean, appointed liaison to the California Coastal Commission