



PO Box 261
Forestville, CA 95436-0261
Phone (707) 887-1551 Fax (707) 887-1552
www.forestvillewd.com info@forestvillewd.com

Agenda of:
Regular Public Meeting
Of the
Forestville Water District Board of Directors

Date: **Tuesday, November 8, 2022** Time: **5:30 PM**

Location: **6530 Mirabel Rd. Forestville, CA 95436 & Virtual video conference***

To join Zoom Meeting:

Link: <https://zoom.us/join>
Meeting ID: 861 9793 9315
Password: 335718

To participate in Zoom by telephone:

Dial: 1-669-900-9128
Meeting ID: 861 9793 9315
Password: 335718

RECORDING OF MEETING ANNOUNCEMENT:

This meeting may be recorded to assist in preparation of minutes. Recordings will only be kept for 30 days following the meeting as mandated by the Ralph M. Brown Act.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF AGENDA

IV. STATEMENT OF ABSTENTION

V. PUBLIC COMMENT (Public testimony is limited to three minutes)

VI. CONSENT ITEMS

1. Financial Reports for September 2022
2. Minutes for September 13, 2022, Regular Board Meeting and September 19, 2022, Special Board Meeting

VII. PUBLIC HEARING (No public hearing tonight)

VIII. ACTION ITEMS

- A. RESOLUTION 413(m)-CONTINUANCE OF TELECONFERENCING
- B. BOARD DIRECTOR APPOINTMENT
- C. SERVICE AGREEMENT
- D. DIRECTOR'S TRAINING
- E. DISTRICT GOAL UPDATES
- F. ESTABLISHING BYLAWS
- G. 2018 SEWER IMPROVEMENT PROJECT
- H. TIME SCHEDULE ORDER AND GRANT APPLICATION FOR SEWER TREATMENT PLANT
- I. PRV REPLACEMENT OPTIONS
- J. SEWER FORCE MAIN PROJECT
- K. EXTERNAL DISTRICT AUDIT
- L. NEW WATER RATE STRUCTURE

- M. PRELIMINARY BUDGET FY 2023-2024
- N. REVIEW OF ORDINANCES AND RESOLUTIONS
- O. WATER METER REPLACEMENT
- P. RECYCLE WATER TRUCK FILL STATION
- Q. WATER CONSERVATION
- R. GRANTS OPPORTUNITIES
- S. DISTRICT'S MISSION AND VISION STATEMENTS
- T. CORRESPONDENCE

IX. DISTRICT ENGINEER MONTHLY REPORT

X. GENERAL MANAGER MONTHLY REPORT

XI. GRATON/FWD SUB-COMMITTEE REPORT

XII. DIRECTORS' REPORT AND CALL FOR FUTURE AGENDA ITEMS

XIII. ADJOURNMENT

**In accordance with AB 361, Governor Newsom's March 4, 2020, State of Emergency due to the COVID-19 pandemic, Sonoma County Public Health Officer's Recommendation for Teleconferenced Meetings, and the Forestville Water District Board of Directors Resolution 413(l), the Nov. 8, 2022, Board of Supervisors Meeting will be facilitated using virtual format with listening and participation available through Zoom.*

Forestville Water District ("District"), in complying with the Americans with Disabilities Act ("ADA"), requests individuals who require special accommodations to access and/or participate in District Board meetings, to please contact the District office at (707) 887-1551 or info@forestvillewd.com, at least three (3) business days before the scheduled District Board meeting to ensure that the District may assist you.

How to get an item on the agenda

Items for the agenda of the regular meetings of the Forestville Water District must be submitted to the District in writing. Regular meetings are held the 2nd Tuesday of each month. Submissions must be received by the District no later than ten (10) calendar days before the meeting. Submit your agenda items to: Forestville Water District, Post Office Box 261, Forestville, CA 95436, or email to: info@forestvillewd.com. Be sure to include your name, address, and phone number. Anonymous submissions will not be considered for discussion.

Forestville Water District Expense and Revenue Report

Water Operation Checking, Period Ending 10/31/2022

cc: Nov. 8, 2022

Board Packet

VI. Consent Item #1

Type	Date	Num	Name	Memo	Amount	Balance
Beginning Balance						835,223.02
Cleared Transactions						
Checks and Payments - 61 items						
Web/Internet	09/06/2022	15665	Request IT	Onsite tech work	-825.00	-825.00
Maint/Repair	09/28/2022	15684	D.W. Enterprises	Various Repairs	-20,936.00	-21,761.00
Material/Supp	09/28/2022	15686	Pace Supply Corp.	water - supplies	-1,537.39	-23,298.39
Health/Dental	09/28/2022	15685	Humana Insurance Co.	Oct '22 Coverage	-1,531.54	-24,829.93
Various	09/28/2022	15682	Brelje & Race	Projects 210.21 & 209.99	-800.00	-25,629.93
Other Admin Se	09/28/2022	15688	Wizix Tech Group, Inc.	Contract charge - copies	-153.16	-25,783.09
Maint/Repair	09/28/2022	15683	Canyon Rock Co., Inc.	Covey Rd Repair	-151.29	-25,934.38
Other Admin Se	09/28/2022	15681	Becoming Independent	Secured Document Shredding	-80.00	-26,014.38
Health/Dental	10/03/2022	ACH	CalPERS Health Insurance	Oct 2022 Health Insurance	-11,442.45	-37,456.83
Payroll Liability	10/03/2022	15689	CDTFA	Sept '22 Payroll Deduction	-1,024.68	-38,481.51
Web/Internet	10/03/2022	15691	Streamline	Website hosting and ADA compliance	-200.00	-38,681.51
Various Supplier:	10/03/2022	15690	Ideal Hardware	Sept '22 Various charges	-135.58	-38,817.09
Merch Fee	10/03/2022	ACH	Bankcard	Bluefin Merchant Fee	-126.71	-38,943.80
Purch Water	10/12/2022	15702	SCWA	Purchased Water (8/31/22-9/29/22)	-37,629.31	-76,573.11
Comp & Liability	10/12/2022	15705	ACWA/JPIA	Auto + General Liability 2022-2023	-20,218.70	-96,791.81
Payroll Liability	10/12/2022	E-pay	Umpqua Bank	Fed Payroll Tax PP #21 (9/25-10/8)	-6,156.16	-102,947.97
Maint/Repair	10/12/2022	15697	D.W. Enterprises	Repair at Post Office - Westside Plaza	-5,308.00	-108,255.97
Payroll Liability	10/12/2022	ACH	Tony D Lopes	PP #21 (9/25-10/8)	-4,544.74	-112,800.71
WC Insurance	10/12/2022	15692	ACWA/JPIA	1st Qtr '22-'23 Workmans Comp Ins.	-3,406.61	-116,207.32
CalPERS	10/12/2022	ACH	CalPERS	PP #21 (9/25-10/8) CalPERS Retirement Cont	-3,234.29	-119,441.61
Payro\	10/12/2022	ACH	Rodrick A Wheeler	PP #21 (9/25-10/8)	-2,925.58	-122,367.19
Payroll Liability	10/12/2022	ACH	John H Southard	PP #21 (9/25-10/8)	-2,779.20	-125,146.39
Payroll Liability	10/12/2022	ACH	Cory M. Ipsen	PP #21 (9/25-10/8)	-2,459.38	-127,605.77
Various	10/12/2022	15703	Umpqua Bank	CC statement 9/30/22	-2,297.46	-129,903.23
Payroll Liability	10/12/2022	ACH	Dawn M. Colen-Leith	PP #21 (9/25-10/8)	-1,829.12	-131,732.35
Attorney	10/12/2022	15700	Perry Law	Legal Services (FY '22-'23)	-1,610.00	-133,342.35
Payroll Liability	10/12/2022	ACH	Gwen M Taylor	PP #21 (9/25-10/8)	-1,537.01	-134,879.36
Payroll Liability	10/12/2022	E-pay	CA EDD	State Payroll Tax PP #21 (9/25-10/8)	-1,461.06	-136,340.42
Payroll Liability	10/12/2022	ACH	CalPERS	CalPERS PEPR (Employee)	-865.21	-137,205.63
Web/Internet	10/12/2022	15693	Airespring	Internet Service (Oct charges)	-598.99	-137,804.62
Payroll Liability	10/12/2022	ACH	CalPERS	Employee 457 Contributions	-580.00	-138,384.62
Payroll Liability	10/12/2022	ACH	CalPERS	CalPERS 457 Employee Loan Repayment	-295.00	-138,679.62
Telephone	10/12/2022	15698	Graybar Financial Serv	Office phones lease	-276.18	-138,955.80
Material/Supp	10/12/2022	15699	Pace Supply Corp.	water - supplies for repair	-221.76	-139,177.56
Vision	10/12/2022	15704	ACWA/JPIA	November '22 Vision	-161.10	-139,338.66
Lab Testing	10/12/2022	15694	B & R Lab, Inc.	Lab testing services for Sept '22	-152.00	-139,490.66
Merch Fee	10/12/2022	15696	CUSI	Standard SSL Renewed - 2 years	-140.00	-139,630.66
Garb/Rec Serv	10/12/2022	15701	Recology Sonoma Marin	Garbage & Recycled Service for Sept '22	-132.48	-139,763.14
Maint/Repair	10/12/2022	15695	Canyon Rock Co., Inc.	Mirabel Rd Repair	-127.15	-139,890.29
Payroll Liability	10/12/2022	ACH	Destiny Harp	PP #21 (9/25-10/8)	-109.50	-139,999.79
Payroll Liability	10/12/2022	E-pay	EDD	State Payroll Tax PP #21 (9/25-10/8)	-4.44	-140,004.23
Payroll Liability	10/12/2022	E-pay	Umpqua Bank	Fed Payroll Tax PP #21 (9/25-10/8)	-0.72	-140,004.95
Merch Fee	10/13/2022		Umpqua Bank	Merchant Fees for ACH/CC A/R pmts	-33.90	-140,038.85
Fuel	10/15/2022	ACH	Robinson Oil	Fuel	-354.32	-140,393.17
Bk Serv Chrg	10/20/2022		Umpqua Bank	analysis activity	-335.25	-140,728.42

Forestville Water District Expense and Revenue Report

Water Operation Checking, Period Ending 10/31/2022

Payroll Liability	10/26/2022	E-pay	Umpqua Bank	Fed Payroll Tax PP #21 (10/9-10/22)	-6,324.50	-147,052.92
Payroll Liability	10/26/2022	ACH	Tony D Lopes	PP #22 (10/9-10/22)	-4,544.74	-151,597.66
CalPERS	10/26/2022	ACH	CalPERS	PP #22 (10/9-10/22) CalPERS Retirement Cor	-3,290.81	-154,888.47
Payroll Liability	10/26/2022	ACH	Cory M. Ipsen	PP #22 (10/9-10/22)	-2,819.64	-157,708.11
Payroll Liability	10/26/2022	ACH	Rodrick A Wheeler	PP #22 (10/9-10/22)	-2,735.53	-160,443.64
Payroll Liability	10/26/2022	ACH	John H Southard	PP #22 (10/9-10/22)	-2,667.27	-163,110.91
Payroll Liability	10/26/2022	ACH	Dawn M. Colen-Leith	PP #22 (10/9-10/22)	-1,905.78	-165,016.69
Payroll Liability	10/26/2022	ACH	Gwen M Taylor	PP #22 (10/9-10/22)	-1,537.00	-166,553.69
Payroll Liability	10/26/2022	E-pay	CA EDD	State Payroll Tax PP #21 (10/9-10/22)	-1,496.65	-168,050.34
Payroll Liability	10/26/2022	ACH	CalPERS	CalPERS PEPRA (Employee)	-837.73	-168,888.07
Payroll Liability	10/26/2022	ACH	CalPERS	Employee 457 Contributions	-580.00	-169,468.07
Payroll Liability	10/26/2022	ACH	CalPERS	CalPERS 457 Employee Loan Repayment	-295.00	-169,763.07
Payroll Liability	10/26/2022	ACH	Destiny Harp	PP #22 (10/9-10/22)	-54.75	-169,817.82
Payroll Liability	10/26/2022	E-pay	EDD	State Payroll Tax PP #21 (10/9-10/22)	-2.22	-169,820.04
Payroll Liability	10/26/2022	E-pay	Umpqua Bank	Fed Payroll Tax PP #21 (10/9-10/22)	-0.36	-169,820.40
Fuel	10/31/2022	ACH	Robinson Oil	Fuel	-366.72	-170,187.12
Total Checks and Payments					-170,187.12	-170,187.12
Deposits and Credits - 22 items						
	09/30/2022		Water A/R		233.87	233.87
	09/30/2022		Water A/R		487.99	721.86
	09/30/2022		Water A/R		1,955.57	2,677.43
	10/01/2022		Water A/R		348.66	3,026.09
	10/05/2022		Water A/R		571.95	3,598.04
	10/05/2022		Water A/R		584.65	4,182.69
	10/05/2022		Water A/R		8,121.31	12,304.00
	10/11/2022		Water A/R		91.22	12,395.22
	10/11/2022		Water A/R		196.50	12,591.72
	10/12/2022		Water A/R		143.06	12,734.78
	10/12/2022		Water A/R		1,524.28	14,259.06
	10/14/2022		Water A/R		172.44	14,431.50
	10/14/2022		Water A/R		1,157.18	15,588.68
	10/17/2022		Water A/R		209.51	15,798.19
	10/17/2022		Water A/R		2,193.65	17,991.84
	10/19/2022		Water A/R		113.90	18,105.74
	10/25/2022		Water A/R		115.45	18,221.19
	10/25/2022		Water A/R		231.54	18,452.73
	10/26/2022		Water A/R		493.99	18,946.72
	10/31/2022	15712	PG&E	VOID: Acct# 1933429322-2: District Office	0.00	18,946.72
	10/31/2022		Water A/R		81.44	19,028.16
	10/31/2022		Water A/R		105.20	19,133.36
Total Deposits and Credits					19,133.36	19,133.36
Total Cleared Transactions					-151,053.76	-151,053.76
Cleared Balance					-151,053.76	684,169.26

Uncleared Transactions

Checks and Payments - 12 items

11/27/2019	14931	Accu-Bore			-50.00	-50.00
10/31/2022	15706	ACWA		2023 Annual Membership Dues	-9,735.00	-9,785.00
10/31/2022	15714	Request IT		Monthly licenses and security	-1,770.00	-11,555.00
10/31/2022	15708	Brelje & Race			-1,632.50	-13,187.50

Forestville Water District Expense and Revenue Report

Water Operation Checking, Period Ending 10/31/2022

10/31/2022	15710	Humana Insurance Co.	Nov '22 Coverage	-1,531.54	-14,719.04
10/31/2022	15713	Reliable Translations	Water Shut off policy - to Spanish	-345.28	-15,064.32
10/31/2022	15715	Verizon Wireless	Cell Service charges (9/5-10/4)	-291.04	-15,355.36
10/31/2022	15711	John H. Southard	Reimbursement - employee paid directly to ver	-148.91	-15,504.27
10/31/2022	ACH	PG&E	District Office	-106.47	-15,610.74
10/31/2022	15716	Wizix Tech Group, Inc.	Contract charge - copies	-95.33	-15,706.07
10/31/2022	15709	Canyon Rock Co., Inc.	Mirabel Rd Repair	-80.75	-15,786.82
10/31/2022	15707	Becoming Independent	Secured Document Shredding	-80.00	-15,866.82
		Total Checks and Payments		-15,866.82	-15,866.82
		Deposits and Credits - 8 items			
09/16/2022		Water A/R		614.45	614.45
09/21/2022		Water A/R		626.67	1,241.12
09/22/2022		Water A/R		835.15	2,076.27
09/26/2022		Water A/R		695.02	2,771.29
09/30/2022		Water A/R		342.00	3,113.29
10/05/2022		Water A/R		751.00	3,864.29
10/12/2022		Water A/R		170.00	4,034.29
10/31/2022		Water A/R		136.99	4,171.28
		Total Deposits and Credits		4,171.28	4,171.28
		Total Uncleared Transactions		-11,695.54	-11,695.54
Register Balance as of 10/31/2022				-162,749.30	672,473.72
		New Transactions			
		Checks and Payments - 3 items			
Bill Pmt -Check	11/01/2022	ACH	CalPERS Health Insurance Nov 2022 Health Insurance	-11,442.45	-11,442.45
Liability Check	11/01/2022	15717	CDTFA	-1,024.67	-12,467.12
Bill Pmt -Check	11/01/2022	15718	Streamline Website hosting and compliance	-200.00	-12,667.12
		Total Checks and Payments		-12,667.12	-12,667.12
		Deposits and Credits - 1 item			
Payment	11/03/2022		Water A/R	782.47	782.47
		Total Deposits and Credits		782.47	782.47
		Total New Transactions		-11,884.65	-11,884.65
Ending Balance				-174,633.95	660,589.07

FORESTVILLE WATER DISTRICT
"WATER" OPERATIONS
SCHEDULE OF CASH & INVESTMENTS
OCTOBER 2022

BROKERAGE ACCOUNT	DATE	Investments Total
STEWARD PARTNERS	11/2/2022	\$572,292.40

SONOMA COUNTY TREASURY INVESTMENT POOL	DATE	TOTAL
	9/30/2022	\$747,038.65

COMBINED TOTAL OF INVESTMENTS **\$1,319,331.05**

UMPQUA BANK:

OPERATIONS CHECKING 10/31/2022 **\$672,473.72**

GRAND TOTAL **\$1,991,804.77**

BOARD CLERK SIGNATURE: x _____

BOARD CHAIR SIGNATURE x _____

Forestville Water District
"Water" Profit & Loss Budget vs. Actual
 July through October 2022

	Jul - Oct 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
41000 · Water Sales				
RECYCLED WATER ACCOUNTS				
41800 · Recycled Water	21,332.83	33,132.64	-11,799.81	64.39%
Total RECYCLED WATER ACCOUNTS	21,332.83	33,132.64	-11,799.81	64.39%
41000R · Sales Allowance & Adjustment	-1,682.46			
41100 · Residential	384,230.83			
41700 · Other	2,907.81			
41700.1 · Outside Sales	11,204.74			
41000 · Water Sales - Other	0.00	1,177,565.08	-1,177,565.08	0.0%
Total 41000 · Water Sales	417,993.75	1,210,697.72	-792,703.97	34.53%
42000 · Water Service				
42100 · Fire Protection	848.00			
42302 · Meters	295.00			
Total 42000 · Water Service	1,143.00			
49000 · Non-Operating				
49100 · Re-Connect Fees-Late Pay Chrgs	3,840.00			
49200 · Interest	82.23	6,114.36	-6,032.13	1.35%
49300 · Taxes & Assessments	193,874.00	179,311.13	14,562.87	108.12%
49521 · Home Owners Property Tax Relief	834.00			
49650 · Connection Fees	4,419.00			
Total 49000 · Non-Operating	203,049.23	185,425.49	17,623.74	109.5%
Total Income	622,185.98	1,396,123.21	-773,937.23	44.57%
Cost of Goods Sold				
Purchased Water From SCWA				
51300 · Purchased Water	93,623.03	447,960.82	-354,337.79	20.9%
51310 · Aquaduct Fund	28,109.96			
51320 · Cotati Intertie	888.00	3,729.60	-2,841.60	23.81%
Total Purchased Water From SCWA	122,620.99	451,690.42	-329,069.43	27.15%
Total COGS	122,620.99	451,690.42	-329,069.43	27.15%
Gross Profit	499,564.99	944,432.79	-444,867.80	52.9%
Expense				
Employee Benefits				
56350 · Unemployment Insurance	24.42	2,400.00	-2,375.58	1.02%
56400 · Health & Dental Insurance	46,400.17	134,000.00	-87,599.83	34.63%
56450 · Vision Care Insurance	644.40	2,000.00	-1,355.60	32.22%
56500 · Social Security & Medicare	15,906.37	44,000.00	-28,093.63	36.15%
56501 · CalPERS for Classic	81,848.98	46,500.00	35,348.98	176.02%
56505 · CalPERS for PEPRA employees	7,597.66	50,500.00	-42,902.34	15.05%
Total Employee Benefits	152,422.00	279,400.00	-126,978.00	54.55%
Operations & Maintenance				
54120 · Labor (RRU)	0.00	0.00	0.00	0.0%
54210 · Materials & Supplies	3,137.35	13,000.00	-9,862.65	24.13%
54220 · Machine Hire	0.00	20,000.00	-20,000.00	0.0%
54230 · Maintenance & Repair	27,265.51	25,000.00	2,265.51	109.06%
54235 · Garbage+Recycled Waste Service	397.44	1,900.00	-1,502.56	20.92%
56210 · Office Supplies	1,845.26	18,000.00	-16,154.74	10.25%
56211 · Bank Service Charges	1,082.76	3,100.00	-2,017.24	34.93%

Forestville Water District
"Water" Profit & Loss Budget vs. Actual
 July through October 2022

	Jul - Oct 22	Budget	\$ Over Budget	% of Budget
56212 · Uniforms	148.91	2,000.00	-1,851.09	7.45%
56213 · Merchant Fees	1,130.63	4,000.00	-2,869.37	28.27%
56214 · Web/Internet Expenses (shared)	10,272.94			
56220 · PG&E	931.54	3,000.00	-2,068.46	31.05%
56221 · Sewer Direct Charges - Annual	1,115.96	1,500.00	-384.04	74.4%
56231 · Telephone	2,390.67	7,000.00	-4,609.33	34.15%
56232 · Translation Services	345.28	2,000.00	-1,654.72	17.26%
56233 · CUSI software annual fee	0.00	9,000.00	-9,000.00	0.0%
56236 · Vehicle Fuel Expense (shared)	3,762.21	6,000.00	-2,237.79	62.7%
56239 · Training	4,001.02	5,000.00	-998.98	80.02%
56240 · Other Administrative Expenses	1,413.95	7,000.00	-5,586.05	20.2%
56241 · Other Admin Services (shared)	988.74	7,000.00	-6,011.26	14.13%
56242 · Membership Dues (include LAFCO)	12,200.78	18,000.00	-5,799.22	67.78%
56243 · Election	0.00	4,000.00	-4,000.00	0.0%
56245 · Permit Fees	0.00	3,000.00	-3,000.00	0.0%
56246 · Consulting-Office Tech/Support	825.00	10,000.00	-9,175.00	8.25%
56300 · Comp & Liability Insurance				
56301 · Liability & Property	28,584.83	25,000.00	3,584.83	114.34%
56302 · Workers Comp	3,406.61	12,000.00	-8,593.39	28.39%
Total 56300 · Comp & Liability Insurance	31,991.44	37,000.00	-5,008.56	86.46%
56702 · Lab Testing- Water Analysis	646.00	2,600.00	-1,954.00	24.85%
56800 · Audit	0.00	5,800.00	-5,800.00	0.0%
56801 · Attorney-specific water issues	200.00	4,000.00	-3,800.00	5.0%
56802 · Attorney-Retainer	3,575.00	10,000.00	-6,425.00	35.75%
56804 · Truck Expense	267.72	10,000.00	-9,732.28	2.68%
56806 · Engineer-specific water issues	900.00	15,000.00	-14,100.00	6.0%
56807 · Engineer	1,500.00	6,000.00	-4,500.00	25.0%
56810 · Recycled Water Chrgs to FWD SSZ	0.00	35,000.00	-35,000.00	0.0%
Total Operations & Maintenance	112,336.11	294,900.00	-182,563.89	38.09%
Salaries & Wages				
54100 · Management (Salaries)				
54100.9 · General Manager Salary	50,627.14	140,759.61	-90,132.47	35.97%
Total 54100 · Management (Salaries)	50,627.14	140,759.61	-90,132.47	35.97%
54104 · Administration PTO				
54104.1 · Vacation	4,099.13			
54104.2 · Sick Pay	789.02			
Total 54104 · Administration PTO	4,888.15			
54105 · Operations PTO				
54105.1 · Vacation - LPO	7,674.52			
54105.4 · Vacation - Operator	6,462.14			
54105.5 · Sick Pay - Operator	1,950.98			
54105.6 · Comp Time - Operator	2,057.06			
Total 54105 · Operations PTO	18,144.70			
54106 · Lead Plant Operator Salary				
54106.1 · Lead Plant Op Overtime Pay	3,601.44	9,000.00	-5,398.56	40.02%
54106.2 · Lead Plant Op Standby Pay	3,251.81	6,000.00	-2,748.19	54.2%
54106.3 · Holiday Pay Grade III	1,000.40			
54106.4 · LPO- Bi Wk hourly	27,172.88	103,063.95	-75,891.07	26.37%
54106 · Lead Plant Operator Salary - Other	0.00	0.00	0.00	0.0%

Forestville Water District
"Water" Profit & Loss Budget vs. Actual
 July through October 2022

	Jul - Oct 22	Budget	\$ Over Budget	% of Budget
Total 54106 · Lead Plant Operator Salary	35,026.53	118,063.95	-83,037.42	29.67%
54107 · Water/Sewer Grade 2 Op Salary				
54107.1 · Water/Sewer Grade 2 Op Overtime	527.51	8,000.00	-7,472.49	6.59%
54107.2 · Water/Sewer Grade 2 Op Standby	3,184.51	6,000.00	-2,815.49	53.08%
54107.3 · Holiday Pay-Grade II Operator	1,241.10			
54107.4 · Grade II Operator- Bi Wk Hourly	24,519.61	85,629.14	-61,109.53	28.64%
54107 · Water/Sewer Grade 2 Op Salary - Other	0.00	0.00	0.00	0.0%
Total 54107 · Water/Sewer Grade 2 Op Salary	29,472.73	99,629.14	-70,156.41	29.58%
54109 · Water/Sewer Grade 2 Op Salary 2				
54109.1 · Water/Sewer Grade 2 Op OT 2	0.00	8,000.00	-8,000.00	0.0%
54109.2 · Water/Sewer Grade 2 Standby 2	3,352.76	6,000.00	-2,647.24	55.88%
54109.3 · Holiday Pay - Grade II (#2)	415.60			
54109.4 · Comp Time Paid Out (#2)	207.80			
54109 · Water/Sewer Grade 2 Op Salary 2 - Other	22,539.32	85,220.05	-62,680.73	26.45%
Total 54109 · Water/Sewer Grade 2 Op Salary 2	26,515.48	99,220.05	-72,704.57	26.72%
54110 · Office Admin/Board Clerk Salary				
54110.5 · Temp. Office Assistant-Bi-Wk Ho	660.00			
54110.6 · Cust Serv/Admin Asst	636.40			
54110.7 · Holiday Pay-Cust Serv/Admin	1,259.80			
54111 · Office Admin Salary	17,149.16	62,743.44	-45,594.28	27.33%
54110 · Office Admin/Board Clerk Salary - Other	23,588.76	64,858.80	-41,270.04	36.37%
Total 54110 · Office Admin/Board Clerk Salary	43,294.12	127,602.24	-84,308.12	33.93%
54999 · Merit Salary Increase	0.00	5,214.15	-5,214.15	0.0%
Total Salaries & Wages	207,968.85	590,489.14	-382,520.29	35.22%
54115 · Comp Time Cashed In	2,077.79			
54116 · - Vacation Paid-Out	692.60			
54118 · Employee Reimbursement	66.88			
Total Expense	475,564.23	1,164,789.14	-689,224.91	40.83%
Net Ordinary Income	24,000.76	-220,356.35	244,357.11	-10.89%
Other Income/Expense				
Other Income				
56805 · Reimbursement from Sewer	0.00	421,100.67	-421,100.67	0.0%
Total Other Income	0.00	421,100.67	-421,100.67	0.0%
Net Other Income	0.00	421,100.67	-421,100.67	0.0%
Net Income	24,000.76	200,744.32	-176,743.56	11.96%

Forestville Water District

Balance Sheet

As of October 31, 2022

	Oct 31, 22
ASSETS	
Current Assets	
Checking/Savings	
13102 · Umpqua Bank Operation Checking	672,473.72
13400 · Imprest Cash	75.00
Total Checking/Savings	672,548.72
Accounts Receivable	
13710 · A/R - Utility Services	197,832.51
13750 · Miscellaneous Receivables	1,177.80
13800 · Allowance for Uncollectibles	-2,071.29
13900 · Property Taxes	161,538.45
Total Accounts Receivable	358,477.47
Other Current Assets	
13200.4 · So Co Investment Interest	326,721.56
13705 · So Co Investment Pool	417,741.50
13715 · Chase Bank Investments	669,965.00
14300 · Inventory of Materials-Supplies	8,243.10
14400 · Prepaid Insurance	5,103.75
Total Other Current Assets	1,427,774.91
Total Current Assets	2,458,801.10
Fixed Assets	
11120 · Utility Plant Land	46,880.00
11164 · 7590 Mirabel Rd Water Project	28,093.52
11165 · Fiber Optic Project - Office	9,525.68
11166 · Kyocera Copier - New 2022	8,674.58
11169 · Hydrant Repair - El Molino	10,662.95
11170 · Utility Plant in Service	1,945,064.58
11171 · A/D - Utility Plant in Service	-1,525,640.26
11172 · Hydrant Replacement Project	20,132.87
11173 · Anderson Water Main Building	59,391.38
11174 · GIS Mapping Platform-Water	8,425.00
11176 · CUSI Billing System	26,984.00
11177 · Hydraulic Modeling/50-90 Valve	7,359.87
11178 · PRV Repair/Replacement	295,668.77
11179 · Wohler Bridge Pipe Abandonment	63,915.00
11180.1 · Office Equipment	43,068.49
11180.2 · Tools & Equipment	43,445.62
11180.3 · Transportation Equipment	86,195.40
11180.4 · Utility Plant Building	107,219.75
11181 · A/D - Office Equipment	-41,335.22
11182 · A/D - Tools & Equipment	-41,462.53
11183 · A/D - Transportation Equipment	-67,028.94
11184 · A/D - Utility Plant Building	-40,381.00
Total Fixed Assets	1,094,859.51
TOTAL ASSETS	3,553,660.61
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
22200 · Accounts Payable	-22,865.89
Total Accounts Payable	-22,865.89
Other Current Liabilities	
22600 · Customer Deposits	250.00
22803 · Audit Adj-accounts payable	16,658.00

	<u>Oct 31, 22</u>
22900 · Payroll Liabilities	
22901 · Social Security	-22.00
22902 · Medicare	-5.18
22903 · FIT	-44.00
22904 · SIT	31.73
22905 · State Unemployment	-7.37
22906 · Employment Training Tax	-0.21
22908 · Disability Insurance - Employee	3.82
22900 · Payroll Liabilities - Other	2,465.45
	<hr/>
Total 22900 · Payroll Liabilities	2,422.24
22910 · Accrued Vacation	23,527.00
22912 · Employee Benefits Payable	-75.54
23500 · Due to "Sewer"-shared cost back	32,874.65
	<hr/>
Total Other Current Liabilities	75,656.35
	<hr/>
Total Current Liabilities	52,790.46
Long Term Liabilities	
26000 · GASB 68 Pension Liability	
26001 · Deferred Inflows - GASB 68	7,080.00
26002 · Deferred Outflows - GASB 68	-250,184.00
26000 · GASB 68 Pension Liability - Other	607,745.00
	<hr/>
Total 26000 · GASB 68 Pension Liability	364,641.00
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Total Long Term Liabilities	364,641.00
	<hr/>
Total Liabilities	417,431.46
Equity	
11100 · Retained Earnings	1,883,142.44
30000 · Opening Bal Equity	-212,551.99
30100 · Contributed Capital	180,451.53
31000.1 · R/E - Unreserved	191,750.41
31000.2 · Capital Outlay	503,194.00
31000.3 · For Repair/Replace for Exist	566,242.00
Net Income	24,000.76
	<hr/>
Total Equity	3,136,229.15
	<hr/>
TOTAL LIABILITIES & EQUITY	3,553,660.61
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Sewer Service Zone
Expense and Revenue Report
Sewer Checking Accounts, Period Ending 10/31/2022

Sewer "Operations" Checking

Type	Date	Num	Name	Memo	Amount	Balance
Beginning Balance						985,070.96
Cleared Transactions						
Checks and Payments - 13 items						
Various	09/29/2022	5728	BRCE	Projects 4315.06, 4315.03 & 211.21	-22,445.00	-22,445.00
Rec Fill Station	09/29/2022	5729	Pace Supply	Parts - Recycled Water Truck Fill Station	-321.50	-22,766.50
Telephone-plant	09/29/2022	5727	AT&T	SSZ monitor monthly telephone charges	-105.63	-22,872.13
Material/Supp	10/03/2022	5730	Alhambra Drinking Water	Equipment Rental	-9.99	-22,882.12
Material/Supp	10/03/2022	5731	Ideal Hardware, Inc.	Charges for Aug '22	-4.86	-22,886.98
Lab/SUPS testir	10/11/2022	5733	B & R Laboratories, Inc.	Lab testing services for Sept 2022	-2,071.00	-24,957.98
Various	10/11/2022	5734	Umpqua Bank	CC Statement-9/30/22	-1,759.81	-26,717.79
Mant/Repair Sys	10/11/2022	5732	Aspect Engineering Group	repair	-230.00	-26,947.79
PG&E Plant	10/12/2022	ACH	PG&E	Sewer plant	-9,248.91	-36,196.70
PG&E Plant	10/12/2022	ACH	PG&E	Lift station electricity	-1,067.29	-37,263.99
PG&E Plant	10/12/2022	ACH	PG&E	Covey Bldg electricity	-40.45	-37,304.44
PG&E Plant	10/17/2022	ACH	PG&E	Sewer plant	-9,215.73	-46,520.17
PG&E Plant	10/17/2022	ACH	PG&E	Lift station electricity	-1,012.78	-47,532.95
Total Checks and Payments					-47,532.95	-47,532.95
Deposits and Credits - 2 items						
	10/07/2022	1259	A/R	PSL Inspection Review Fee	75.00	75.00
	10/12/2022		Taxes from County	PY & CY SSZ Direct Charges FC & MH	20,406.48	20,481.48
Total Deposits and Credits					20,481.48	20,481.48
Total Cleared Transactions					-27,051.47	-27,051.47
Cleared Balance					-27,051.47	958,019.49
Uncleared Transactions						
Checks and Payments - 6 items						
	10/31/2022	5738	Brelje & Race		-18,698.75	-18,698.75
	10/31/2022	5739	Pall Corporation	Annual service inspection of filter system	-7,540.00	-26,238.75
	10/31/2022	5740	Univar USA Inc.	chemicals (SOD Hypo 12.5%)	-3,259.34	-29,498.09
	10/31/2022	5736	Aspect Engineering Group		-460.00	-29,958.09
	10/31/2022	5737	AT&T	SSZ monitor monthly telephone charges	-68.96	-30,027.05
	10/31/2022	5735	Alhambra Drinking Water	Equipment Rental	-9.99	-30,037.04
Total Checks and Payments					-30,037.04	-30,037.04
Deposits and Credits - 1 item						
	09/20/2022	Cash	Olson, Dean		75.00	75.00
Total Deposits and Credits					75.00	75.00
Total Uncleared Transactions					-29,962.04	-29,962.04
Register Balance as of 10/31/2022					-57,013.51	928,057.45
Ending Balance					-57,013.51	928,057.45

Sewer Service Zone
Expense and Revenue Report
 Sewer Checking Accounts, Period Ending 10/31/2022

Sewer "Connection" Checking

Type	Date	Num	Name	Memo	Amount	Balance
Beginning Balance						199,736.13
			Cleared Balance			199,736.13
Register Balance as of 10/31/2022						199,736.13
Ending Balance						199,736.13

FORESTVILLE WATER DISTRICT
"SEWER SERVICE ZONE"
SCHEDULE OF CASH & INVESTMENTS
OCTOBER 2022

BROKERAGE ACCOUNT	DATE	Investments Total
STEWART PARTNERS	11/2/2022	\$128,216.25

SONOMA COUNTY TREASURY INVESTMENT POOL	DATE	TOTAL
	9/30/2022	\$198,776.78

COMBINED TOTAL OF INVESTMENTS **\$326,993.03**

UMPQUA BANK:

OPERATIONS CHECKING	10/31/2022	\$928,057.45
CONNECTION FEE CHECKING	10/31/2022	<u>\$199,736.13</u> (RESTRICTED)

GRAND TOTAL **\$1,454,786.61**

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BOARD CLERK SIGNATURE: x _____

BOARD CHAIR SIGNATURE x _____

Sewer Service Zone
Profit & Loss Budget vs. Actual
 July through October 2022

	Jul - Oct 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
41000 · SEWER INCOME				
41200 · Fstvl Dir Chrgs-frm Tax Roll CY	577,583.98	660,701.72	-83,117.74	87.42%
41250 · MH Dir Chrgs-from Tax Roll CY	338,945.38	348,289.22	-9,343.84	97.32%
41300 · El Molino HS Dir Chrgs-CY	47,281.02	52,626.88	-5,345.86	89.84%
41350 · Fvl Elem School-Dir Chrgs CY	28,410.08	31,245.18	-2,835.10	90.93%
41400 · SoCo Pub Wks-Dir Chrgs CY	1,861.88	2,261.20	-399.32	82.34%
41450 · Steelhead Beach Direct Charges	18,544.60	18,211.20	333.40	101.83%
41452 · Fstvl Fire Protect-CY Dir Chgs	6,062.84	5,380.10	682.74	112.69%
41453 · FWD Direct Charges/Office Bldg	1,115.96	1,065.92	50.04	104.7%
41460 · Miscellaneous Income	154,510.00			
41465 · Recycled Water-Irrigation	0.00	19,270.03	-19,270.03	0.0%
41470 · Recycled Water-Ag Users	0.00	13,862.61	-13,862.61	0.0%
Total 41000 · SEWER INCOME	1,174,315.74	1,152,914.06	21,401.68	101.86%
41461 · Grant Income	2,458.91			
Total Income	1,176,774.65	1,152,914.06	23,860.59	102.07%
Gross Profit	1,176,774.65	1,152,914.06	23,860.59	102.07%
Expense				
Loans				
59100 · Interest paid on loans				
59014 · USDA Loan 92-14-Interest Expens	35,290.00	73,000.00	-37,710.00	48.34%
59016 · USDA Loan 92-16-Interest Expens	13,815.00	29,000.00	-15,185.00	47.64%
59017 · USDA Loan 92-17-Interest Expens	3,405.75	7,000.00	-3,594.25	48.65%
Total 59100 · Interest paid on loans	52,510.75	109,000.00	-56,489.25	48.18%
59101 · Principal for Budgeting Purpose				
59114 · USDA Loan 92-14-Principal	38,300.00	38,300.00	0.00	100.0%
59116 · USDA Loan 92-16-Principal	15,300.00	15,300.00	0.00	100.0%
59117 · USDA Loan 92-17- Principal	4,100.00	4,100.00	0.00	100.0%
Total 59101 · Principal for Budgeting Purpose	57,700.00	57,700.00	0.00	100.0%
Total Loans	110,210.75	166,700.00	-56,489.25	66.11%
Operations & Maintenance				
54210 · Materials & Supplies	131.37	10,000.00	-9,868.63	1.31%
54220 · Machine Hire	10,900.00	10,000.00	900.00	109.0%
54230 · Maint/Repair System	2,956.36	30,000.00	-27,043.64	9.86%
54235 · Garbage+Recycled Waste Services	33.00	551.00	-518.00	5.99%
54240 · Collection Systems Maintenance	0.00	10,000.00	-10,000.00	0.0%
56210 · Office supplies, postage, etc.	86.85			
56211 · Office Supplies (shared)	0.00	5,220.00	-5,220.00	0.0%
56212 · Uniforms	0.00	580.00	-580.00	0.0%
56213 · Bank Service Charges (shared)	0.00	899.00	-899.00	0.0%
56220 · PG&E Plant Usage	32,249.13	110,000.00	-77,750.87	29.32%
56221 · P.G. & E. - (shared)	0.00	870.00	-870.00	0.0%
56225 · Utilities-Forestville Water	1,007.20	3,000.00	-1,992.80	33.57%
56230 · Telephone- plant useage	1,937.08	8,000.00	-6,062.92	24.21%
56231 · Telephone- (shared)	0.00	2,030.00	-2,030.00	0.0%
56232 · Translation Services	0.00	2,000.00	-2,000.00	0.0%
56235 · Memberships & LAFCO charges	2,037.00	2,100.00	-63.00	97.0%
56236 · Vehicle Fuel Expense (shared)	0.00	1,740.00	-1,740.00	0.0%
56239 · Training	0.00	2,000.00	-2,000.00	0.0%
56240 · Other Admin costs (sewer only)	416.19	2,030.00	-1,613.81	20.5%
56241 · Other Admin Services (shared)	113.70	2,030.00	-1,916.30	5.6%
56245 · Permit Fees	0.00	9,500.00	-9,500.00	0.0%

Sewer Service Zone
Profit & Loss Budget vs. Actual
 July through October 2022

	Jul - Oct 22	Budget	\$ Over Budget	% of Budget
56246 · Consulting-Sewer Tech/Support	0.00	2,900.00	-2,900.00	0.0%
56301 · Insurance- Liabil/Prop (shared)	0.00	7,250.00	-7,250.00	0.0%
56302 · Insurance-Workers' Comp(shared)	0.00	3,480.00	-3,480.00	0.0%
56701 · Chemicals	11,360.30	50,000.00	-38,639.70	22.72%
56702 · Lab/sample testing-Wastewater	6,964.33	25,000.00	-18,035.67	27.86%
56800 · Audit	0.00	5,000.00	-5,000.00	0.0%
56801 · Attorney Services	1,300.00	3,000.00	-1,700.00	43.33%
56802 · Attorney Retainer- (shared)	0.00	2,900.00	-2,900.00	0.0%
56804 · Truck Expense - (shared)	0.00	2,900.00	-2,900.00	0.0%
56805 · Reimburse "Water"- shared costs	0.00	421,100.67	-421,100.67	0.0%
56806 · Engineering Services-Sewer only	6,525.00	20,000.00	-13,475.00	32.63%
56807 · Engineering Retainer- (shared)	0.00	1,740.00	-1,740.00	0.0%
Total Operations & Maintenance	78,017.51	757,820.67	-679,803.16	10.3%
PAYROLL and BENEFITS				
Employee Benefits				
56350 · Unemployment - (shared)	0.00	696.00	-696.00	0.0%
56400 · Health/Dental - (shared)	0.00	38,860.00	-38,860.00	0.0%
56450 · Vision Care Insurance-(shared)	0.00	580.00	-580.00	0.0%
56500 · Social Security - (shared)	0.00	12,760.00	-12,760.00	0.0%
56504 · General Manager @ 50% Sewer	0.00	15,286.00	-15,286.00	0.0%
56505 · CalPERS for PEPRA employees	0.00	12,327.00	-12,327.00	0.0%
56506 · Lead Plant Op @ 100% Sewer	0.00	22,387.00	-22,387.00	0.0%
Total Employee Benefits	0.00	102,896.00	-102,896.00	0.0%
Salaries & Wages				
54100 · General Manager Salary (shared)	0.00	70,379.81	-70,379.81	0.0%
54106 · Lead Plant Operator Salary				
54106.1 · Lead Plant Operator Overtime	0.00	9,000.00	-9,000.00	0.0%
54106.2 · Lead Plant Operator Standby	0.00	6,000.00	-6,000.00	0.0%
54106 · Lead Plant Operator Salary - Other	0.00	103,063.95	-103,063.95	0.0%
Total 54106 · Lead Plant Operator Salary	0.00	118,063.95	-118,063.95	0.0%
54107 · Water/Sewer Grade 2 Op Salary				
54107.1 · Water/Sewer Grade 2 Overtime	0.00	2,320.00	-2,320.00	0.0%
54107.2 · Water/Sewer Grade 2 Op Standby	0.00	1,740.00	-1,740.00	0.0%
54107 · Water/Sewer Grade 2 Op Salary - Other	0.00	24,832.45	-24,832.45	0.0%
Total 54107 · Water/Sewer Grade 2 Op Salary	0.00	28,892.45	-28,892.45	0.0%
54109 · Water/Sewer Grade 2 Op 2 Salary				
54109.1 · Water/Sewer Grade 2 Op 2 OT	0.00	2,320.00	-2,320.00	0.0%
54109.2 · Water/Sewer Grde 2 Op 2 Standby	0.00	1,740.00	-1,740.00	0.0%
54109 · Water/Sewer Grade 2 Op 2 Salary - Other	0.00	24,713.81	-24,713.81	0.0%
Total 54109 · Water/Sewer Grade 2 Op 2 Salary	0.00	28,773.81	-28,773.81	0.0%
54110 · Board Clerk Salary - (shared)	0.00	18,809.05	-18,809.05	0.0%
54111 · Office Admin Salary	0.00	18,195.60	-18,195.60	0.0%
Total Salaries & Wages	0.00	283,114.67	-283,114.67	0.0%
Total PAYROLL and BENEFITS	0.00	386,010.67	-386,010.67	0.0%
Total Expense	188,228.26	1,310,531.34	-1,122,303.08	14.36%
Net Ordinary Income	988,546.39	-157,617.28	1,146,163.67	-627.18%
Other Income/Expense				
Other Income				
49200 · Interest Income	57.08	2,000.00	-1,942.92	2.85%
Total Other Income	57.08	2,000.00	-1,942.92	2.85%
Net Other Income	57.08	2,000.00	-1,942.92	2.85%
Net Income	988,603.47	-155,617.28	1,144,220.75	-635.28%

Sewer Service Zone

Balance Sheet

As of October 31, 2022

	Oct 31, 22
ASSETS	
Current Assets	
Checking/Savings	
13101 · Umpqua Sewer Operation Checking	928,057.45
13301 · Umpqua Connection Fee Account	199,736.13
Total Checking/Savings	1,127,793.58
Accounts Receivable	
13710 · Accounts Receivable	936,163.79
Total Accounts Receivable	936,163.79
Other Current Assets	
13200 · SoCo Investment Interest	48,240.22
13705 · SoCo Investment Pool	150,000.00
13721 · Chase Bank Investments	144,510.00
16000 · Connection Fee Receivable	-7,074.00
16001 · Allowance- Conn.Fee Receivable	7,074.00
Total Other Current Assets	342,750.22
Total Current Assets	2,406,707.59
Fixed Assets	
11120 · Land	5,900.00
11170 · System Improvements	162,921.42
11171 · FWD Recycled Water Fill Station	33,458.36
11172 · Lift Station VFD Upgrade	5,400.20
11180 · Office Equipment-Capital Outlay	2,135.51
11181 · Plant Equipment	
11183.1 · Hypochlorite Project	23,350.12
11181 · Plant Equipment - Other	2,456.34
Total 11181 · Plant Equipment	25,806.46
11182 · Buildings & Improvements	8,930,068.12
11184 · A/D - Office Equipment	-289,587.00
11185 · A/D- Buildings & Improvements	-5,159,885.60
11186 · RCAC Grant	290,790.47
11187 · ProDSS Handheld Analyzer	7,689.75
11188 · SCADA System	447,789.60
11189 · Groundwater Monitoring WW Plan	46,668.52
11190 · Sewer Force Main - Covey Rd	10,934.90
Total Fixed Assets	4,520,090.71
Other Assets	
13720 · Multiple Unit Note Receivables	
13720.2 · Note Receivable - Coffey	9,805.48
Total 13720 · Multiple Unit Note Receivables	9,805.48
Total Other Assets	9,805.48
TOTAL ASSETS	6,936,603.78
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
22200 · Accounts Payable	-6,136.92
Total Accounts Payable	-6,136.92

	<u>Oct 31, 22</u>
Other Current Liabilities	
22000 · Due to "Water" for shared costs	3,707.94
23000 · Interest Payable	44,956.02
24000 · Due to other governments	51,900.00
	<hr/>
Total Other Current Liabilities	100,563.96
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Total Current Liabilities	94,427.04
Long Term Liabilities	
25014 · USDA Loan #92-01	1,336,800.00
25016 · USDA Loan #92-03	522,800.00
25017 · USDA Loan #92-04	135,200.00
	<hr/>
Total Long Term Liabilities	1,994,800.00
	<hr/>
Total Liabilities	2,089,227.04
Equity	
30000 · Opening Bal Equity	3,842,914.15
30100 · Contributed Capital	260,129.97
39000 · Retained Earnings	-301,970.85
Net Income	1,046,303.47
	<hr/>
Total Equity	4,847,376.74
	<hr/>
TOTAL LIABILITIES & EQUITY	6,936,603.78
	<hr/> <hr/>



**Minutes of:
Regular Public Meeting
Of the
Forestville Water District Board of Directors**

Date: **Tuesday, October 11, 2022**

Time: **5:30 PM**

Location: **Videoconference via Zoom**

I. CALL TO ORDER at 5:31 p.m. by Chair McDermott

II. ROLL CALL

DIRECTORS PRESENT: Aldridge, Griffith, McDermott, Monroe, and Stuart.

OTHERS PRESENT: GM- Tony Lopes, Board Clerk - Dawn Leith, FWD Legal Counsel - Martin Hirsch, and FWD Engineer – Dave Coleman.

III. APPROVAL OF AGENDA

- **MOTION** made by Director Stuart, seconded by Director Griffith, and passed 5-0-0 to approve

IV. STATEMENT OF ABSTENTION: None

V. PUBLIC COMMENT: (Public testimony is limited to three minutes)

VI. CONSENT ITEMS:

- **MOTION** made by Director Monroe, seconded by Director Aldridge, and passed 5-0-0 to approve Financial Reports for September 2022.
- **MOTION** made by Director Stuart, seconded by Director Griffith, and passed 5-0-0 to approve Minutes for September 13, 2022, Regular Board Meeting
- **MOTION** made by Director Aldridge, seconded by Director Stuart, and passed 5-0-0 to approve September 19, 2022, Special Board Meeting.

VII. PUBLIC HEARING (No public hearing tonight)

VIII. ACTION ITEMS

A. PROPOSED SKATE PARK LOCATION

- The Board instructed to remove from the agenda since Skatespot has rescinded their request.

B. RESOLUTION 413(I)-CONTINUANCE OF TELECONFERENCING

- **MOTION** made by Director Aldridge, seconded by Director Monroe, and passed 5-0-0 to approve Resolution 413 (I) as presented.

C. WATER CONSERVATION

- GM Lopes provided an update of the recent water conservation statistics for the District. Board instructed GM to investigate if the State will fund recycle line to quarry or other options available.
- Board instructed Board Clerk to ASR for Mission & Vision Statements.

D. WATER METER REPLACEMENT

- GM Lopes provided an update of obtaining proposal to upgrade water meters along with an overview of the software functions and potential benefits.

E. RECYCLE WATER TRUCK FILL STATION

- GM and FWD Engineer provided an update on the status for Drinking Water Department's approval for the truck fill station. No action was taken by the Board.

F. 2018 SEWER IMPROVEMENT PROJECT

- Board instructed GM and FWD Engineer to move forward with reaching out to the property owners and Forestville School and start putting the recommendations outlined in the memorandum into motion.

G. TIME SCHEDULE ORDER AND GRANT APPLICATION FOR SEWER TREATMENT PLANT

- No new updates to provide. No action was taken by the Board.

H. PRV REPLACEMENT OPTIONS

- GM Lopes briefed the Board on Piazza’s response of completing the project. No action was taken by the Board.
- I. SEWER FORCE MAIN PROJECT
 - GM provided an overview of specifications and the status on the project. No action was taken by the Board.
- J. NEW WATER RATE STRUCTURE
 - Subcommittee will meet Nov. 1, 2022 @ 10 am.
- K. BOARD DIRECTOR APPOINTMENT
 - Board instructed Board Clerk to repost Notice of Vacancy.
- L. DIRECTOR’S TRAINING
 - Director Stuart completed Ethic’s training Oct. 11, 2022. No action was taken by the Board.
- M. DISTRICT GOAL UPDATES
 - The Board Clerk briefed the Board of the status on current projects. No action was taken by the Board.
- N. EXTERNAL DISTRICT AUDIT
 - **MOTION** made by Director Monroe, seconded by Director Griffith, and passed 5-0-0 to approve hiring Core Compliance to conduct the external audit.
- O. ESTABLISHING BYLAWS
 - The Board Clerk briefed the Board of the progress. No action was taken by the Board.
- P. PRELIMINARY BUDGET AD-HOC COMMITTEE
 - **MOTION** made by Director McDermott, seconded by Director Griffith, and passed 5-0-0 to establish an Ad-HOC Committee for Preliminary Budget FY 2023-24 consisting of Director McDermott and Stuart.
- Q. REVIEW OF ORDINANCES AND RESOLUTIONS
 - **MOTION** made by Director McDermott, seconded by Director Griffith, and passed 5-0-0 to establish subcommittee consisting of Director McDermott and Monroe.
- R. CORRESPONDENCE
 - Board requested for Correspondence #1 -Grants for Reclamation to be added to the November agenda.
- IX. DISTRICT ENGINEER MONTHLY REPORT**
 - FWD Engineer provided current updates for “Water” and “Wastewater” projects in order as listed on Agenda.
- X. GENERAL MANAGER MONTHLY REPORT**
 - GM Lopes provided current updates for “Water” and “Wastewater” operations and projects.
- XI. GRATON/FWD SUB-COMMITTEE REPORT**
 - Sub-Committee has no new updates to report. No action was taken by the Board.
- XII. DIRECTORS’ REPORT AND CALL FOR FUTURE AGENDA ITEMS**
 - Directors Griffith and Stuart provided an outline of the Special District Leadership Association conference they both attended.
- XIII. ADJOURNMENT**
 - **MOTION** made by Director Stuart, seconded by Director Griffith, and passed 5-0-0 to adjourn at 8:25 p.m.

APPROVED: October 11, 2022

Submitted by: _____
Dawn Leith, Board Clerk

Approved: _____
Chair of the Board of Directors

Agenda Item:

TELECONFERENCE BOARD MEETINGS (EXECUTIVE ORDER N-08-21)

Summary:

November 9, 2022:

Board will review with legal counsel to determine if the District still qualifies to continue to meet guidelines for conducting the board meetings 100% teleconferencing. Include with board packet: Copies of CSDA Advisories and Draft of Resolution #413(m) included.

Historical:

October 11, 2022:

Board will review if the District still qualifies to continue to meet guidelines for conducting the board meetings 100% teleconferencing. Draft of Resolution #413(l) included.

September 13, 2022:

The Centers for Disease Control (CDC) loosened guidelines on Aug. 11, 2022 (article included). CDC acknowledges that the pandemic is not over, however putting less emphasis on social distancing and eliminated the quarantine rule for unvaccinated people. CDC recommends the following ([CDC covid-guidance](#)):

- Continuing to be up to date with vaccination recommendations
- If exposed to COVID-19, wear a high-quality mask for 10 days and get tested on day 5.
- Isolate from others when positive with COVID-19 (regardless of vaccination status). Including if you are sick and suspect that you have COVID-19 but do not yet have test results.
 - If your results are positive, follow CDC’s full isolation recommendations.
 - If your results are negative, you can end your isolation.
 - stay home for minimum of 5 days and isolate from others in your home. Wear a high-quality mask when you must be around others at home and in public.
- If after 5 days you are fever-free for 24 hours without the use of medication, and your symptoms are improving, or you never had symptoms, you may end isolation after day 5.
- Regardless of when you end isolation, avoid being around people who are more likely to get very sick from COVID-19 until at least day 11.
- You should wear a high-quality mask through day 10.
- If you were hospitalized) due to COVID-19 or have a weakened immune system, you need to isolate through day 10, test (health provider recommends) and consult your doctor before ending isolation.
- Clarifying that after you have ended isolation, if your COVID-19 symptoms worsen, restart your isolation at day 0.
- Testing of asymptomatic people without known exposures will no longer be recommended in most community settings.
- Emphasizing that physical distance is just one component and the important role of ventilation, when assessing the need to maintain physical distance.

Draft of Resolution #413(k) included.

May 10, 2022:

The Board will re-evaluate, under the guidance of legal, to determine if the board meetings should continue to be held 100% teleconference.

Included: Draft copy of Resolution #413(g)

October 12, 2021:

Executive N-42-20 (Water Shutoff Moratorium) - On September 24, 2021, Gov. Newsom signed SB 155, extending the suspension of shut offs until December 31, 2021.

Executive N-25-20 and N-29-20, (Conduct of Public Meetings) – Gov. Newsom did not extend but AB 361 was passed that will allow board meetings to continue via Zoom under specific conditions and requires a resolution to be approved by the Board.

A draft of Resolution #413 and ACWA Advisory on SB 155 are included.

September 14, 2021:

The Governor’s Executive Order N-08-21 set forth the following Executive Orders for the conduct of public meetings (e.g., Brown Act) and shutoff moratorium are to remain in effect through September 30, 2021. As of compilation of the September Board Packet there have been no further extensions put forth.

Executive N-25-20 and N-29-20, (Conduct of Public Meetings).

Executive N-42-20 (Water Shutoff Moratorium) – prevented public agencies from discontinuing water service during the COVID-19 pandemic. Currently FWD has 50 accounts that are 60-241+ days past due, totaling \$37,254.63.

Potential Board Actions: Under legal guidance, the Board needs to determine if the board meetings should continue to be held 100% teleconference and may either

1. Approve Resolution #413(m) as presented
2. Approve Resolution #413(m) with changes
3. Review, discuss and/or give further instructions to the FWD Staff.

Staff Recommendation: None

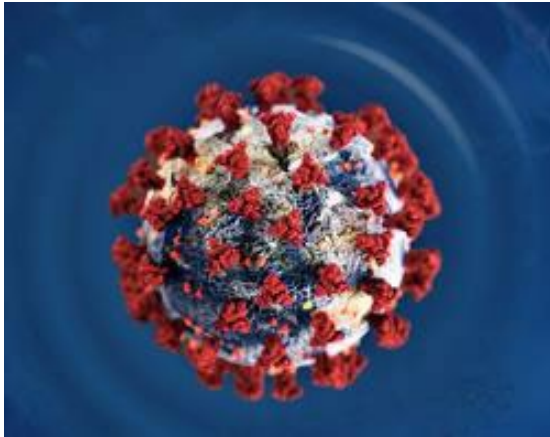
Report created by: Dawn Leith, Board Clerk



**California Special
Districts Association**
Districts Stronger Together

California's COVID State of Emergency Ends February 28, 2023

By [Vanessa Gonzales](#) posted 2 hours ago



On Monday, California Governor Gavin Newsom announced that the COVID-19-related state of emergency proclaimed back in March 2020 would come to an end, terminating at the end of February 2023. The state of emergency remained in place throughout the pandemic, fostering the state's response to the outbreak of the novel coronavirus and serving as the basis for several initiatives related to public health. Now, with the state of emergency ending, any current initiatives relying on the active state of emergency for their operation will cease to

remain in effect. **Importantly, this will include local agencies who transition to remote meetings using the framework enacted by the passage of [Assembly Bill 361 \(R. Rivas, 2021\)](#); after February 28, 2023 these agencies will no longer be able to cite the COVID-19 state of emergency as the basis for their AB 361 resolutions, meaning that these agencies will be required to hold in-person meetings, remote meetings under the typical procedures (i.e., the procedures as they generally existed before the pandemic), or, after January 1, 2023, they may opt to use the procedures created by [Assembly Bill 2449 \(Rubio, 2022\)](#). While the provisions of AB 361 themselves technically remain in law until the end of 2023, those provisions require an active state of emergency for their operation.**

The relevant text of AB 361 can be found at California Government Code section 54953 (e)(1), which reads as follows (emphasis added):

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

- (A) The legislative body holds a meeting **during a proclaimed state of emergency**, and state or local officials have imposed or recommended measures to promote social distancing.
- (B) The legislative body holds a meeting **during a proclaimed state of emergency** for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting **during a proclaimed state of emergency** and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

The reference “paragraph (3) of subdivision (b)” is to the typical Brown Act requirements (e.g., that meeting agenda notices be posted at each remote meeting site). “[P]aragraph (2)” refers to the procedural requirements of AB 361-compliant meetings.

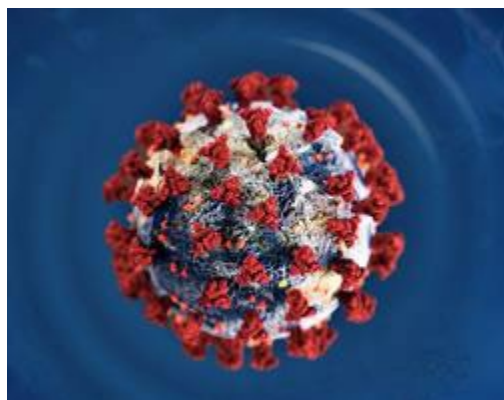
Agencies currently relying on AB 361’s provisions for their remote meetings should begin preparations for the transition to alternative meeting procedures. Those agencies looking to continue meeting remotely under non-emergency circumstances should become familiar with the terms of AB 2449; CSDA has previously written about AB 2449 in [an earlier eNews article](#). Agencies may wish to collaborate with their colleagues and share plans and preparations for adjusting their meeting procedures on CSDA’s [Open Forum](#).



**California Special
Districts Association**
Districts Stronger Together

Cal/OSHA Releases Modified Draft COVID-19 Workplace Non-Emergency Standard and Updates Close Contact Definition

By [Vanessa Gonzales](#) posted 2 days ago



On October 14, 2022, Cal/OSHA issued its Notice of Proposed Modifications to its pending draft COVID-19 Workplace Non-Emergency Permanent Regulation governing employee safety for covered workplaces. The final version of this regulation is anticipated to be in place January 1, 2023, replacing the current Emergency Temporary Standard (ETS) when it expires. In a separate action, effective October 14, Cal/OSHA has amended its definition of “close contact” to align with the definition in place by the California Department of Public Health.

COVID-19 Workplace Non-Emergency Permanent Regulation

Cal/OSHA’s modified draft COVID-19 Workplace Non-Emergency Permanent Regulation, showing changes from the prior draft regulation, can be viewed [here](#). CSDA previously joined a [coalition letter](#) providing comments on the prior draft regulation.

Although it is called a “permanent standard” many provisions of this standard are expected to be in place for two years, beginning January 1, 2023.

Significant changes between the original draft standard and the modified draft standard include but are not limited to the following:

- Proposed new definition of “close contact” changed from sharing the same indoor airspace as a COVID-19 case for a cumulative total of 15 minutes or more over a 24-hour period during the COVID-19 case’s infectious period, to limit that definition only to indoor spaces of 400,000 or fewer cubic feet per floor. For indoor spaces of greater than 400,000 cubic feet per floor, the standard will be 6 feet/15 cumulative minutes per 24 hours, regardless of face coverings. Offices, suites, rooms, waiting areas, break or eating areas, bathrooms, or other spaces that are separated by floor-to-ceiling walls shall be considered distinct indoor spaces (e.g., for calculating cubic feet). (Section 3205(b)(1))
- Face covering requirement eliminated for specific “Exposed Group” exception. (Section 3205(b)(7))

- Returned cases, as defined, are only considered returned cases for 30 days after initial onset of symptoms, instead of 90 days. This limits the applicability of the returned case exception to the no cost testing availability requirement contained elsewhere in the regulation. (Section 3205(b)(7))
- Changes to notice requirements made to account for anticipated changes to Labor Code Section 6409.6. (Section 3205(e))
- Changes to ventilation requirements which appear to make them more prescriptive. (Section 3205(h))
- Changes to reporting and recordkeeping requirements. (Section 3205(j))
- Decreased threshold to emerge from outbreak protocols, and slightly modified requirements for an employer to review its COVID-19 policies, procedures, and controls and implement changes as needed, during outbreaks. (Section 3205.1(a)(2); Section 3205.1(e))

The current ETS text, which will be replaced, can be found here:

- [3205 COVID-19 Prevention](#)
- [3205.1 Multiple COVID-19 Infections and COVID-19 Outbreaks](#)
- [3205.2 Major COVID-19 Outbreaks](#)
- [3205.3 COVID-19 Prevention in Employer-Provided Housing](#)
- [3205.4 COVID-19 Prevention in Employer-Provided Transportation](#)

A link to Cal/OSHA's webpage addressing the various COVID-19 standards can be found [here](#).

The modified draft language is subject to a public comment period in connection with the rulemaking process.

Interested special districts may submit written comments to Cal/OSHA, relevant to the modified draft regulation, which must be received by 5:00 p.m. October 31, 2022.

Comments may be submitted at the Occupational Safety and Health Standards Board, 2520 Venture Oaks Way, Suite 350, Sacramento, California 95833 or submitted by fax to (916) 274- 5743 or e-mailed to oshsb@dir.ca.gov. Only comments related to the modification of the text and the additional documents referenced with the notice will be considered. The proposal will be scheduled for adoption at a future business meeting of Cal/OSHA.

Close Contact Definition Updated

The change in the definition of close contacts in the proposed non-emergency regulation follows a definition change included with a recent California Department of Public Health (CDPH) [order](#). Cal/OSHA has updated the definition of "close contact" for purposes of

the current COVID-19 Workplace Emergency Temporary Standards (ETS) based upon a floor's cubic feet indoor airspace size, as discussed below.

Previously, on June 8, 2022, CDPH issued an order which included an update to the definition of "close contact" as follows:

Close Contact is defined as someone sharing the same indoor airspace (e.g., home, clinic waiting room, airplane etc.) for a cumulative total of 15 minutes or more over a 24-hour period (for example, three individual 5-minute exposures for a total of 15 minutes) during an infected person's (laboratory-confirmed or a clinical diagnosis) infectious period.

On October 14, 2022, CDPH issued its order further updating the definition as follows:

- *"Close Contact" means the following:*
 - *In indoor spaces 400,000 or fewer cubic feet per floor (such as home, clinic waiting room, airplane etc.), a close contact is defined as sharing the same indoor airspace for a cumulative total of 15 minutes or more over a 24-hour period (for example, three separate 5-minute exposures for a total of 15 minutes) during an infected person's (confirmed by COVID-19 test or [clinical diagnosis](#)) infectious period.*
 - *In large indoor spaces greater than 400,000 cubic feet per floor (such as open-floor-plan offices, warehouses, large retail stores, manufacturing, or food processing facilities), a close contact is defined as being within 6 feet of the infected person for a cumulative total of 15 minutes or more over a 24-hour period during the infected person's infectious period.*
- Spaces that are separated by floor-to-ceiling walls (e.g., offices, suites, rooms, waiting areas, bathrooms, or break or eating areas that are separated by floor-to-ceiling walls) must be considered distinct indoor airspaces [e.g., for calculating cubic feet].

Effective October 14, 2022, "close contact" under the Cal/OSHA ETS uses the same definition as CDPH. (See Cal/OSHA's [updated FAQs](#)). These changes will also apply by incorporation to the notice requirements under anticipated changes to Labor Code Section 6409.6.

The June 8 and October 14 changes continue to have potentially significant implications for testing, notice, and exclusion under the ETS, especially for employers with larger facilities where employees share the same airspace. Special districts may wish to review and update existing policies. CDPH and Cal/OSHA also updated the definition of "infectious period" as specified.

Look for additional updates in Advocacy News or *CSDA eNews*.

Permalink: <https://www.csda.net/blogs/vanessa-gonzales/2022/10/24/calosha-releases-modified-draft-covid-19-workplace>

RESOLUTION NO. 413(m) (SUBSEQUENT)

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FORESTVILLE WATER DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF FORESTVILLE WATER DISTRICT FOR THE PERIOD DECEMBER 1ST THROUGH 31ST PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the Forestville Water District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Forestville Water District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

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

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

WHEREAS, the Board of Directors previously conducted remote teleconference meetings in compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically, the COVID-19 pandemic present an imminent risk to health and safety; and

WHEREAS, the facilities available to the District to hold in-person meetings are potentially insufficient to allow for social distancing; and

WHEREAS, the Board of Directors does hereby find that the ongoing COVID-19 pandemic and need for social distancing has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California; and

DRAFT

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the legislative bodies of Forestville Water District shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the public may access meetings via Zoom or other videoconference service as published in the monthly meeting agenda, and may address the Board of Directors during the public comment portion of the meeting.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF FORESTVILLE WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

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

Section 2. Affirmation that Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District, and meeting in-person would not provide sufficient space to allow for social distancing.

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

Section 4. Remote Teleconference Meetings. The General Manager and legislative bodies of Forestville Water District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect on December 1, 2022 and shall be effective until the earlier of (i) December 31, 2022 or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of Forestville Water District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of Forestville Water District, this 8th day of November 2022, by the following vote:

AYES: _____ NOES: _____ ABSTAIN: _____ ABSENT: _____

(Directors: Aldridge, Griffith, McDermott, Monroe, and Stuart)

FORESTVILLE WATER DISTRICT: _____

By: Chair of the Board

ATTEST:

Board Clerk

Agenda Item:

BOARD DIRECTOR APPOINTMENT

Summary:

November 8, 2022:

FWD received three (3) letters of interest. The FWD’s recommendations have been sent to the office of Lynda Hopkins for consideration and then the appointment will be on Board of Supervisor November 2022’s agenda. The appointed person will be sworn in by the Forestville Water District on December 13, 2022, to serve a term of four (4) years.

Historical:

October 11, 2022:

The District received one (1) letter of interest. On October 5, 2022, staff received a rescindment of that interest.

Per Registrar of Voter, the closer to November 22, 2022, the higher chances the District will miss the window of opportunity to submit a recommendation.

September 13, 2022:

County of Sonoma Registrar of Voters confirmed there will be no election for Forestville Water District (FWD) this November 2022.

Pursuant to Elections Code §10515, Director McDermott and Director Stuart have been appointed by the Board of Supervisors to serve as if elected.

Where vacancies remain, the Board of Supervisors will make appointments prior to November 22, 2022, and those persons will also serve as if elected. FWD can post notice of the one open seat with a submission deadline of early October. Those applicants/recommendations would then be forwarded to Lynda Hopkins for consideration, and the appointment would be on the agenda for the November ’22 Board of Supervisors meeting.

Pursuant to Elections Code §10554 elective officers, elected or appointed, take office at noon on the first Friday in December following the General District Election (December 2, 2022). Oaths will be performed during FWD’s regular board meeting, December 13, 2022.

August 9, 2022:

County of Sonoma Registrar of Voters confirmed at 5 pm on Aug. 4, 2022, no incumbent for FWD has filed. Deadline to file is 5:00 p.m. on August 17, 2022.

July 12, 2022:

Reminder:

All incumbents are to file with County of Sonoma Registrar of Voters between July 18 through August 12, 2022. There will be a five (5) days extension for non-incumbent; through 5:00 p.m. on August 17, 2022, **if** an incumbent fails to file during formal open nomination period).

There are three (3) FWD Board positions up for re-election for the November 8, 2022, election.

- (1.) Director Aldridge: current term ending 12/12/2022 (Not running for another term)
- (2.) Director McDermott: current term ending 12/12/2022
- (3.) Brad Stuart: current term ending 12/12/2022

June 14, 2022:

Nominations are open from July 18 through August 12, 2022 (with a five (5) days extension for non-incumbent; through 5:00 p.m. on August 17, 2022, **if** an incumbent fails to file during formal open nomination period).

There are three (3) FWD Board positions up for re-election for the November 8, 2022, election.

- (4.) Director Aldridge: for a new 4-year term – current term ending 12/12/2022
- (5.) Director McDermott: for a new 4-year term – current term ending 12/12/2022
- (6.) Vacant – TBD: for a new 4-year term – current term ending 12/12/2022

Sonoma County Registrar of Voters is requiring for FWD to complete and submit the following documents:

- Resolution #417 – Request Consolidation Election on Nov. 8, 2022
- Memorandum – Notice of Offices to be filled and statement of Responsibility for Statements of Qualifications
- Memorandum – Notice of District Boundaries/Statements in Lieu of Map

Copies of Resolution #417, Memorandums, Election Timeline and Filing Schedule for Nov. 8, 2022, election is included in the board packet.

Subcommittee: Directors Aldridge & Monroe

Potential Board Actions: No FWD Board action is needed; for informational purposes only.

Staff Recommendation: None

Report created by: Dawn Leith, Board Clerk

Agenda Item:

SERVICE AGREEMENTS

Summary:

November 8, 2022:

Drafts of new Service Agreements have been completed and submitted to legal to do a final review before presenting to the Board for approval.

HISTORICAL:

May 10, 2022:

FWD staff has completed the general outline of the new Service Agreement to submit to legal for review. The last step before submitting to legal is completing and approving the ADU policy.

April 12, 2022:

FWD Staff met to review other District's Service Agreements. After further review, the staff decided to make further changes to the current draft and once completed, that draft will be submitted to Legal Counsel for review.

March 8, 2022:

The Board will review and have discussions with FWD Legal Counsel on our current Service Agreements to make possible updates to ensure full transparency but also properly informing customers of Ordinances e.g., Ordinance 40 (owner's responsible for tenants outstanding bill), 61 (Private Sewer Lateral inspections) & soon ADUs.

Potential Board Actions:

The Board may review, discuss and/or give further instructions to the FWD Staff.

Staff Recommendation: None

Report created by: Dawn Leith, Interim Board Clerk

Agenda Item:

DIRECTOR'S TRAINING

Summary:

October 11, 2022:

Upcoming Mandatory Training for Directors:

- Ethics Training (Required every two years)
 - All other Board Members are current until September 2023

- ACWA/JPIA (☞ mandatory for Liability Coverage)
 - ✓ = Completed
 - Brown Act Refresher & Updates ☞*
 - ✓ Directors Aldridge
 - ✓ Director Griffith
 - Director McDermott
 - Director Monroe
 - ✓ Director Stuart
 - ✓ GM Lopes
 - ✓ Board Clerk, Dawn Leith
 - Public Records Act Training ☞*
 - ✓ Director Aldridge
 - ✓ Director Griffith
 - Director McDermott
 - Director Monroe
 - ✓ Director Stuart
 - ✓ GM Lopes
 - ✓ Board Clerk, Dawn Leith
 - Rules of Order Made Easy!*
 - Director Griffith
 - Director McDermott
 - Director Monroe
 - Director Stuart
 - GM Lopes
 - ✓ Board Clerk, Dawn Leith

**Each Director is registered to complete the above pieces of training through the CSDA's on-demand webinars. CSDA sent out emails to everyone with the links and instructions of how-to login.*

Upcoming Director Training/Conference Opportunities:

- Dec. 6 & 7, 9am-12pm - SDLA Module 1 Governance Foundations (Virtual Workshop) \$175

If any member of the Board wishes to attend a training that involves a cost, FWD will cover the cost & register the Board member at the same time.

Potential Board Actions:

To successfully complete mandatory/required training on or before the date listed to the right of each Director's name. Attend non-mandatory training/conference as they choose.

Staff Recommendation:

Directors stay in compliance with State regulations and mandatory training.

Report created by: Dawn Leith, Board Clerk



**California Special
Districts Association**
Districts Stronger Together

cc: Nov. 8, 2022
Board Packet
ASR "D"



Governance to Go

CSDA Governance Training at a time and location that is most convenient for your district.

Can't make it to one of CSDA's scheduled governance trainings? Would your district prefer an internal training at your location? We have you covered! With CSDA's "Governance to Go" program you can complete an online request for training that works for you and your district. All of our governance training options also meet the requirement for six hours of governance training for the [District of Distinction program](#) from the [Special District Leadership Foundation](#).

COURSES AVAILABLE:

All courses are based on the curriculum provided through CSDA's Special District Leadership Academy

- Governance Foundations (6 hours)
- Setting Direction/Community Leadership (6 hours)
- Board's Role in Finance & Fiscal Accountability (5 hours)
- Board's Role in Human Resources (5 hours)

Special Districts Leadership Academy
Conference

This conference content is based on CSDA's Special District Leadership Academy (SDLA) groundbreaking, curriculum-based continuing education program, which recognizes the necessity for the board and general manager to work closely toward a common goal. SDLA provides the knowledge base to perform essential governance responsibilities and is designed for both new and experienced special district board members.

[LEARN MORE](#)

Course Payment Options:

- OPTION 1: The fee for personalized governance training is \$225 per CSDA member attendee for a minimum of 20 attendees. Additional attendees over 20 are \$100 per attendee.
- OPTION 2: Districts that cannot meet the 20-attendee minimum can coordinate with other districts in their area in order to meet the minimum. One district will need to be financially responsible and sign the final agreement with CSDA. Additional attendees over 20 are \$100 per attendee.
- OPTION 3: Special District Leadership Foundation is currently recognizing VIRTUAL governance education for District of Distinction and Certificate in Governance Programs. The fee for personalized VIRTUAL governance training is \$175 per CSDA member attendee for a minimum of 20 attendees. Additional virtual attendees over 20 are \$50 each - up to 30 total attendees.

WHAT CSDA PROVIDES:

- one trained, experienced faculty member to deliver the curriculum (up to 6 hours)
- a comprehensive and professional Power Point Presentation for use by our faculty member
- coordination of professional handouts and workbook materials for each attendee
- coordination of attendee registration and provides an event registration link for distribution (if open to multiple districts)
- attendee name badges and certificates
- tracking of course completion in CSDA's database
- CSDA provides SDRMA a post event report for Credit Incentive Point (CIP) tracking where applicable

WHAT THE DISTRICT PROVIDES:

- workshop location and covers any related costs
- food and beverage as needed
- audio/video equipment including projector, screen, microphone (if needed), and laptop available for instructor use
- a complete list of attendees no later than two weeks before the event



California Special Districts Association

Districts Stronger Together

2023 New Laws Series Preview

By [Vanessa Gonzales](#) posted 2 days ago



November 1, 2022, CSDA will kickoff its annual New Laws Series. Every year, CSDA helps members get a step ahead by convening leading legal and public policy experts to overview the most significant new laws signed into law that will impact the work of special districts and the communities they serve. This year, members will benefit from a seven-week series focusing on new laws on topics ranging from the Brown

Act to LAFCO to employment, to rates and fees.

The full range of topics covered in CSDA's 2023 New Laws Series will include:

- LAFCO Protest Proceedings and Dissolution of Special Districts
- Ratepayer Assistance Funding and Water Shut-Offs
- Connection Fees and Capacity Charges
- Brown Act Open and Public Meetings
- PFAS
- Employee and Contractor Confidentiality
- Marijuana Use by Employees

CSDA will also produce a 2023 New Laws publication that will compile the articles of the New Laws Series and other key legislative and legal resources, such as the 2022 Year-End Legislative Report as a one-stop resource for members.

Member can view past New Laws publications at [csda.net](https://www.csda.net):

- [New Laws of 2022](#)
- [New Laws of 2021](#)
- [New Laws of 2020](#)

Permalink: <https://www.csda.net/blogs/vanessa-gonzales/2022/10/24/2023-new-laws-series-preview>

Agenda Item:

DISTRICT GOALS UPDATES

Summary:

November 8, 2022:

Administration

- Employee Job Descriptions: 20%
- Employee Handbook: 51%
- Audit SOP creation: 55%
- Mirabel Lift Station Access & Land Rights:

Operations

- Water Distribution updated spreadsheets: 83%
- Lift Station VFD Electrical Upgrade:

Office

- Document Retention (archive): 16%
- Ord. 61 – record “Notice”: 70%
- Update website to include Backflow Testing: 50%, ADU: 50%
- Transfer Dropbox to OneDrive: 98%
- UMS update all service addresses with APN #'s: 50%
- Obtain property owner’s info from Sonoma County Assessor’s: 50%
- Create Public Record Act form & procedures: 10%
- Social Media Policy: 0%
- Cyber Security Policy: 75%

Board

- Compilation of “Orientation” manual for new Director: 50%
- Rules Code of Conduct Policy: 5%
- Draft Minutes & ASR policy: 20%
- Legal Claims Policy: 0%
- Code of Ethics: 50%
- Communication Policy

Potential Board Actions:

FWD Board may choose to select any item above and request it be placed on a future Agenda if it is deemed that action is needed by FWD Board.

Staff Recommendation: None

Report created by: Dawn Leith, Board Clerk

Agenda Item:

ESTABLISHING BYLAWS

Summary:

November 8, 2022:

All first drafts of Articles are completed and currently under review for further updates by the subcommittee.

Policies the District will need to draft to be include in the bylaws:

- Code of Ethics
- Standard Operating Procedures and Statements of Policy
- Communication Policy
- Social Media Policy
- Cyber Security Policy

Historical:

October 11, 2022:

The outline of article contents and Articles 1 through 3 have been submitted to the subcommittee for review. The Board Clerk is checking for any policies the District will need to draft to include in the bylaws.

September 13, 2022:

The outline of article contents for the District's bylaws has been completed. Dawn has started compiling each content. Director Stuart will meet up with Dawn after September 16, 2022, to review.

August 9, 2022:

The Board to discuss further on how to proceed.

July 12, 2022:

The Board Clerk has compiled all examples of other District bylaws in Dropbox in the "Subcommittee Projects" file. The Board Clerk will start working on the bylaws in August. Should the Board still see fit, a subcommittee is still needed; the Board Clerk requests a subcommittee to be established at this meeting to help expedite the process.

June 14, 2022:

The Board Clerk has provided a few bylaw examples in the board packet for review. These and additional bylaw examples are available for review in Dropbox in the "Subcommittee Projects" file.

May 10, 2022:

The Board tabled to next month's meeting and instructed the Board Clerk to provide examples in the June board packet.

Subcommittee: Directors McDermott & Stuart

Potential Board Actions: No FWD Board action is needed; for informational purposes only.

Staff Recommendation: None

Report created by: Dawn Leith, Board Clerk

Agenda Item:

2018 SEWER IMPROVEMENT PROJECT

Summary:

November 8, 2022:

The General Manager and District Engineer met with the Superintendent/Principal of the Elementary School to coordinate site survey and design activities planned for the lower elementary school site. Topographic Survey is scheduled for the week beginning October 31st.

District Engineer has received comments back from the County regarding existing encroachments into the County Easements. District Engineer will be working with the General Manager to coordinate with the associated property owners.

HISTORICAL:

October 11, 2022:

GM and Engineer will update the Board and review the attached memorandum, encroachment, and easements.

September 13, 2022:

FWD Engineer has developed a preliminary sewer replacement design for the Conor Court/Packinghouse sewer that will be part of the sewer improvement project. The District received three (3) disbursement checks from the grant totaling \$154,210.00.

August 9, 2022:

Brelje & Race has prepared a list of Easement and ROW issues that require coordination with the County and/or private property owners, in order to advance design activities.

July 12, 2022:

Director Monroe, GM Lopes and BRCE met with the property owners adjacent to the First Street alley to discuss Right of Way (ROW) encroachment. BRCE commenced surveying the areas for Phase 2 of the project
GM Lopes will also provide an up regarding the disbursement.

June 14, 2022:

DFA has provided an e-mail address to which the disbursement requests can be sent. There are currently three requests prepared.

May 10, 2022:

FWD Engineer provided status on progress of work and of disbursement. No action taken by the Board.

April 12, 2022:

FWD Engineer provided status on progress of work, delay of disbursement, and announced loan requirement changed to 100% grant funding. No action taken by the Board.

February 15, 2022:

FWD Engineer updates:

- a. Design is progressing including preparation of the Caltrans application for the crossing of 116 (Main Street) with a pipe bursting method.
- b. A site visit with property owners in the alleys off of 1st and 2nd Streets will be scheduled for the last week of February or the first week of March.
- c. PG&E has indicated that neither of the two gas mains in Forestville Alley (east of 1st Street) can be abandoned. Therefore, B&R has adjusted the design to move the new sewer alignment approximately 1 foot north to minimize potential conflict with the 4-inch gas main.

January 11, 2022:

Director Monroe to speak to customers on behalf of the District.

December 14, 2021:

FWD Engineer described areas of concern & actions needed before starting the project.

November 9, 2021:

Brelje & Race (BRCE) prepared and transmitted to the District the Quarterly Status report and Disbursement Request documents for District signature and submittal to State DFA. Also, preparing application to Caltrans for the crossing of Route 116 (Main Street) involved with the project and consulting with PG&E concerning the gas mains on Forestville Lane that are affecting alignment.

October 12, 2021:

BRCE completed the Quarterly Report and Disbursement Request (for the previous almost 4 years) the week of Monday, October 11th for the District to submit.

September 14, 2021:

FWD Staff received the Construction Installment Sale Agreement from the State Water Resources Board fully executed.

Dyanna/B&R has started the process of compiling B&R expenses from Dec. 17, 2018, to date.

A copy of the agreement is included in the board packet.

Potential Board Actions: No FWD Board action is needed; for informational purposes only.

Staff Recommendation: None

Report created by: Dawn Leith, Board Clerk

Agenda Item:

TIME SCHEDULE ORDER (TSO) AND GRANT APPLICATION FOR SEWER TREATMENT PLANT

Summary:

November 8, 2022:

No additional information on the status of the application was received from DFA.

HISTORICAL:

October 11, 2022:

FWD Engineer will provide any new updates on the status of grant application approval to the Board.

September 13, 2022-August 9, 2022:

FWD Engineer will provide any new updates on the status of grant application approval to the Board.

June 14, 2022:

On May 31, 2022, FWD's State Board Representative, Matthew Herman, requested an update for the TSO RI 2018-0037 Ammonia and Nitrate Assessment Report. DFA is estimating an executed contract may not be completed until the end of the calendar year.

May 10, 2022:

No new updates to report. No action taken by the Board.

April 12, 2022:

FWD Engineer reported status of grant application approval to the Board.

February 15, 2022:

BRCE anticipates that DFA will produce a draft agreement within the next 30 days.

January 11, 2022

The process is still on schedule and for an agreement to be presented to the District by February 2022.

December 14, 2021:

No new updates to report.

November 9, 2021:

As of November 5, 2021, Project Mgr. Gabriel has no new updates on the status of the application.

October 12, 2021:

BRCE has been in communication with the State DFA on the funding schedule. They are anticipating an executed planning agreement completed by May 2022.

September 14, 2021:

With the completion of the 2018 Sewer Improvement grant application process, this application should start moving forward.

August 10, 2021:

Application process still pending the completion of the 2018 Sewer Improvement grant application process.

July 13, 2021:

Once the grant application process for the 2018 Sewer Improvement Project is completed then this grant will be processed. Estimating about end of 2021.

June 8, 2021:

The State DFA has indicated that the planning grant application will be processed once the Sewer Improvement Project funding agreement is executed.

May 11, 2021:

State DFA has recently shifted Planning Grant funding priority from CWSRF to DWSRF, so FWD Grant Application processing is delayed until June/July time frame.

April 13, 2021:

Application still in holding status with no new updates.

March 9, 2021

Due to State Financial Audit the approval of the application has been delayed. FWD application will be reviewed for approval most likely in June 2021.

February 9, 2021 - October 13, 2020:

FWD Engineer to update the Board.

September 8, 2020:

FWD Engineer to review the revised Plan of Study for the planning grant application.

A revised Plan of Study will be provided via email on 9/8/20.

August 11, 2020 - November 5, 2019:

FWD Engineer to update the Board.

*** SEE ASR FROM OCTOBER 8, 2019, BOARD MEETING FOR PRIOR HISTORICAL DATA RELATED TO THIS AGENDA ITEM ***

Potential Board Actions: No FWD Board action is needed; for informational purposes only.

Staff Recommendation: None

Report created by: Dawn Leith, Board Clerk

Forestville Water District - Agenda Summary Report



Agenda Item:

PRV REPLACEMENT OPTIONS

Summary:

November 8, 2022:

The contractor (Piazza Construction) has not yet rescheduled a site meeting to discuss their concerns on the valve insertion work.

HISTORICAL:

October 11, 2022:

GM Lopes successfully contacted Piazza and scheduled a project meeting which Piazza postponed due to a medical issue with one of their staff members. They will reschedule soon.

September 13, 2022:

The contractor has not yet updated the anticipated construction schedule for the two change order components of the work.

August 9, 2022:

FWD Engineer has not received feedback from the contractor as to schedule of work.

July 12, 2022:

Piazza Construction is to still provide a proposed change order amount for the Giusti/Mirabel Road PRV replacement along with scheduled date for beginning the PRV removal on Trenton Road.

June 14, 2022:

BRCE is waiting for confirmation of a start date from Piazza Construction to continue this project.

The contractor is preparing a change order request for the Giusti PRV improvement and is scheduling the work for the Trenton Road PRV removal and valve extension.

May 10, 2022:

Engineer, Dyanna/BRCE prepared Change Order #2 for the PRV #3 replacement and sent to Piazza.

Copies of Change Orders #1 & #2 included.

April 12, 2022:

Piazza was onsite, Mar. 28, 2022, to eliminate the PRV on Trenton Road and North Covey Road. All the valves were closed and found that the East side valve into the PRV would not close enough to do the project. Dyanna/BRCE sent a change order to Piazza to have Tap Masters install a insertion valve and just abandon the failing valve.

February 15, 2022:

BRCE believes it will be most efficient and cost effective to implement the replacement of PRV 2 (Mirabel & Giusti) completed as a change order to the PRV 3 (Anderson & Covey) project. BRCE has prepared an exhibit with the details and specifications necessary for replacement of PRV 2. If the District agrees with the approach, BRCE will transmit the exhibit to Piazza so that they can prepare the change order request.

Copies of exhibit with details included.

January 11, 2022

FWD Engineer briefed the Board on the Change Order Request received from Piazza for the leaking valves.

December 14, 2021:

Dyanna/BRCE has finalized plans and drawings with Piazza Construction for the Anderson/Covey line stop and the remaining project on Trenton Road. A fire hydrant repair will also be made on Trenton Road, since all the equipment will be on-site.

November 9, 2021:

Piping and PRV equipment have been installed in the Anderson Road Valve Building. The PRVs that were installed require replacement of pilot valve springs for the correct valve pressure operation. Submitted traffic control plan has been approved allowing the contractor to perform work in Covey Road. The contractor still needs to prepare a submittal for the "line-stop" equipment and the construction sequence plan to continue work.

*** SEE ASR FROM OCTOBER 12, 2021, BOARD MEETING FOR PRIOR HISTORICAL DATA RELATED TO THIS AGENDA ITEM ***

Potential Board Actions: May review, discuss and/or give further instructions to the FWD Staff.

Staff Recommendation: None

Report created by: Dawn Leith, Board Clerk

Agenda Item:

SEWER FORCE MAIN PROJECT

Summary:

November 8, 2022:

District Engineer has evaluated the pump replacement options and has advised the General Manager. Lift station's sewer pumps will be pulled and tested Monday, November 11, by Bartley Pumps.

Historical:

October 11, 2022:

GM Lopes is expecting proposals from Pumpman to replace the 23 HP pump at the Trenton Road lift station. GM Lopes is also working with Brelje & Race Consulting Engineers (BRCE) to confirm the proper impeller specifications before placing an order.

September 13, 2022:

Once the Covey Road pumps have been rehabilitated, additional flow testing should be performed to help determine the scope of additional improvements.

August 9, 2022:

FWD Engineer is preparing a plan for the replacement of the blow-off on the Covey Road force main.

July 12, 2022:

BRCE met with District staff to review current pumping operations in conjunction with preparing for force main analysis.

GM Lopes and FWD Operations Staff worked on confirming which equipment is satisfactory for the intermediate lift station and will update the Board with their findings.

June 14, 2022:

FWD Engineer Coleman met with Tony and Cory in the field on May 18th and determined that the Covey Road force main blowoff will not be operated in its current condition. A blowoff replacement is being designed. A field survey was conducted on May 25th. Hydraulic analysis on the pump and force main system is also being conducted.

Pictures of the main included in the board packet.

May 10, 2022:

Engineer David Coleman/BRCE will open a discussion regarding the sewer force main that runs from Intermediate Lift Station on Trenton Road to the treatment facility. Coleman will also discuss the exploration process necessary and a budget amount to commence.

Potential Board Actions: No FWD Board action is needed; for informational purposes only.

Staff Recommendation: None

Report created by: Dawn Leith, Board Clerk

Agenda Item:

FWD OPERATIONS AUDIT

Summary:

November 8, 2022:

Director McDermott will brief the Board of status.

HISTORICAL:

October 11, 2022:

Director McDermott to update the Board with the status of obtaining quotes.

September 13, 2022:

Director McDermott has not received the 4th quote as of September 9, 2022.

August 9, 2022:

FWD Board to hold an open discussion regarding conducting audits of the district's operations by an external agency.

Three (3) quotes included: Quote #1 – The Core Solutions, Quote #2 – Encompass Consultant, Quote #3 – Core Compliance

January 12, 2021:

FWD Board tabled until further notice.

December 17, 2020:

FWD Board to discuss next steps with the Operations Audit.

A copy of the Audit Topic List is included in the December 17, 2020 Board Packet for review.

September 8-November 10, 2020:

FWD Board to discuss progress with the Operations Audit.

August 11, 2020:

FWD Board to discuss progress with the Operations Audit.

A copy of the final Audit Topic List is included in the August 11, 2020 Board Packet.

July 14, 2020:

FWD Board to discuss filling the open spots on the Audit Topic List.

A copy of the Audit Topic List is included in the July 14, 2020 Board Packet.

May 12, 2020:

The District Operations Audit is on hold until further notice.

April 14, 2020:

The District Operations Audit is on hold until further notice.

February 11-March 10, 2020:

The Audit is scheduled to begin in March 2020.

January 14, 2020:

All topics have been assigned and a final copy of the Audit Topics is included in the January 14, 2020 Board Packet.

December 10, 2019:

FWD Board to update which members will be replacing audit duties previously assigned.

A copy of the Audit Topics is included in the December 10, 2019 Board Packet for review.

November 5, 2019:

GM Lopes will brief the Board with any updates.

October 8, 2019:

FWD Staff is beginning work on the individual items as listed in the Audit Outline.

A copy of the updated Audit Outline is included in the October 8, 2019 Board Packet.

September 10, 2019:

FWD Sub-Committee members met on 8/29/19 and presented an audit outline at the Special Board Meeting on 9/3/19 for discussion. Attached is the final outline for approval. FWD Board to discuss and assign Board Member teams to specific topics for auditing.

A copy of the Audit Topics is included in the September 10, 2019 Board Packet.

August 13, 2019:

GM Lopes will present his ideas for the Operations Audits to the Board for further discussions.

July 9, 2019:

FWD Board to hold an open discussion of audit topics regarding Operations.

Potential Board Actions: The Board may review, discuss and/or give further instructions to the FWD Staff.

Staff Recommendation: None

Report created by: Dawn Leith, Board Clerk

Agenda Item:

NEW WATER RATE STRUCTURE

Summary:

November 8, 2022:

The Subcommittee met with GM Lopes on November 1, 2022, to continue discussions and modeling for the water rate structure format.

Historical:

October 11, 2022:

The Subcommittee will meet November 1, 2022 @ 10 am.

September 13, 2022-August 9, 2022:

No new updates to report. No action was taken by the Board.

May 10, 2022:

The sub-committee met on Apr. 19, 2022 but had nothing new to report to the Board. No action taken by the Board.

April 12, 2022:

The sub-committee will meet Apr. 19, 2022 @ 10 am.

February 15, 2022:

The Subcommittee met on January 25, 2022 to review requested adjustments and findings.

January 11, 2022

Sub-Committee will meet Jan. 25, 2022, at 10:00 am.

December 14, 2021:

FWD Engineer will make the requested adjustments and provide findings to the Sub-Committee to report at January's meeting.

November 9, 2021:

The sub-committee met on November 8, 2021 and will email some adjustments for BRCE to make on the module.

October 12, 2021:

The Water Rate Structure Subcommittee will meet on Oct. 14, 2021, at 3:30 p.m. via Zoom.

September 14, 2021:

The Sub-committee will discuss the next scheduled meeting date.

August 10, 2021:

Tabled to next month for more data to be collected with the drought and obtain more information with the recycled water and Graton.

July 13, 2021:

Subcommittee met on 6/22/21 to discuss the topic further. Subcommittee may meet again in late August or September to gather more data from drought response.

June 8, 2021:

Water Rate Structure Sub-Committee met on 5/25/21, and discussed options. Brelje and Race developed an excel spreadsheet model to simulate and evaluate alternate water rate plans for the District to be considered. The model was presented to, and shared with, the Water Rate Structure Subcommittee.

May 11, 2021:

FWD Engineer is preparing a first draft of a new rate structure to test using 2020 metered water use. FWD Engineer will inform Board about progress.

April 13, 2021:

GM Lopes met with FWD Engineers, David Long & David Coleman to discuss a new water rate structure on Apr. 5, 2021.

The Board approved B&R to initiate research for a new fee structure not to exceed \$5k.

Subcommittee: Directors McDermott & Monroe

Potential Board Actions: May review, discuss and/or give further instructions to the FWD Staff.

Staff Recommendation: None

Report created by: Dawn Leith, Board Clerk

Agenda Item:

FISCAL YEAR 2023/2024 PRELIMINARY BUDGETS

Summary:

November 8, 2022:

Fiscal Year 2023/2024 Preliminary Budget Subcommittee is meeting on November 8, 2022.

Historical:

October 11, 2022:

Preliminary Budget discussions need to begin for the 2023/2024 fiscal year. FWD Board may select Budget Committee members and set some meeting dates for information and data collection for the Budget Ad-HOC Committee to start discussing budget(s).

Subcommittee: Directors McDermott & Stuart

Potential Board Actions: No FWD Board action is needed; for informational purposes only.

Staff Recommendation: None

Report created by: Dawn Leith, Board Clerk

Agenda Item:

REVIEW OF ORDINANCES AND RESOLUTIONS

Summary:

November 8, 2022:

The subcommittee will brief the Board. FWD Staff will open discussion of making Ord. 71 a priority due to recent Legal alerts (attached) the staff has received.

Historical

October 11, 2022:

The Board to open a discussion regarding possibly starting the process of creating a subcommittee to review the District's ordinances and resolutions. Based on recommendations of legal and risk management professionals, districts should review every two (2) years (if not annually). Reviews will ensure all are in line with newer policies, current impacting factors/scenarios, and in compliance with the ever-changing laws for special district services.

Subcommittee: Directors McDermott & Monroe

Potential Board Actions: Review, discuss and/or give further instructions to the FWD Staff.

Staff Recommendation: None

Report created by: Dawn Leith, Board Clerk

<p>California Department of Justice</p> <p>OFFICE OF THE ATTORNEY GENERAL</p> 	<h1>Legal Alert</h1>	
<p><i>Subject:</i></p> <p>The Water Shutoff Protection Act</p>	<p><i>No.</i></p> <p>OAG-2022-04</p> <p><i>Date:</i></p> <p>October 26, 2022</p>	<p><i>Contact for information:</i></p> <p>EJ@doj.ca.gov</p>

TO: All Urban and Community Water Systems

The Office of the California Attorney General issues this legal alert to remind all water systems of the requirements of the Water Shutoff Protection Act.

In 2019, the Legislature adopted Senate Bill 998, the Water Shutoff Protection Act (the Act), Health and Safety Code Sections 116900 *et. seq.*, increasing protections for residents facing termination of water service due to non-payment.¹ In enacting these protections, the Legislature recognized that water debt and residential water shutoffs threaten human health and well-being and “have disproportionate impact on infants, children, the elderly, low-income families, communities of color, people for whom English is a second language, physically disabled persons, and persons with life-threatening medical conditions.” (Sen. Bill. 998 (2017-2018 Reg. Sess.) §1, subd. (c).)

Although covered water systems were required to comply with the Act beginning in 2020, Governor Newsom issued Executive Order N-42-20 on April 2, 2020 due to the COVID-19 emergency, which temporarily prohibited the discontinuation of residential service for non-payment of a water bill. The COVID-19 emergency moratorium on residential water shutoffs expired in January 2022. The provisions of the Water Shutoff Protection Act remain in effect.

The Act applies to each “urban and community water system,” which it defines as “a public water system that supplies water to more than 200 service connections.” (§116902, subd. (d).) The Act applies only to the discontinuation of residential water service for nonpayment. (§§116906, subd. (a); 116902, subd. (c).) The Act does not apply to terminations due to an unauthorized action by a customer. (§116926.) The Act has several new requirements for termination of water service due to nonpayment, discussed below.

Urban and community water systems should immediately cease all water shutoffs that do not comply with the Act. Water systems that have not yet adopted compliant policies and made them available to the public must do so immediately. The State Water Resources Control Board and the California Public Utilities Commission have authority to issue citations with monetary penalties to non-compliant water systems. The Attorney General and the California Public Utilities Commission can enforce the Act by seeking a temporary or permanent injunction against non-compliant water systems.

¹ All statutory references are to the Health and Safety Code.

No Water Shutoffs Unless At Least 60-Days Delinquent

- Under the Act, an urban and community water system cannot discontinue service until a payment by a customer has been delinquent for at least 60 days. (§116908, subd. (a)(1)(A).)
- If service is discontinued for nonpayment, the water system is required to provide information about how to restore residential service. (§116912.)
- The Act also prohibits water shutoffs for residents who meet certain health and financial requirements and who are willing to make alternative payments. (§116910.)
- Reconnection fees are limited by the Act for residents with income below 200 percent of the federal poverty level and those residents are entitled to a waiver of interest charges on delinquent bills once every 12 months. (§116914.)

Written Policy Required

The Act requires every urban and community water system to have a written policy on discontinuation of residential water service for nonpayment. The policy shall include all of the following:

- (1) a plan for deferred or reduced payments;
- (2) alternative payment schedules;
- (3) a formal mechanism for a customer to contest or appeal a bill; and
- (4) a telephone number for a customer to discuss options to avoid discontinuation of service due to nonpayment. (§116906, subd. (a).)

This policy shall be available on a website if the provider has one. (§116906, subd. (b).) The policy shall be available in English, Spanish, Chinese, Tagalog, Vietnamese and Korean and any other language spoken by at least 10 percent of the people residing in the service area. (§116906, subd. (a); Civil Code, §1632.) If the water system does not have a website, the policy shall be provided to the customer upon request. (§116906, subd. (b).)

Telephone or Written Notification Requirements

The Act also addresses the notice which must be provided to the person listed on the water bill and provides notification protections for tenants, including:

- Notice must be provided to the person listed on the water bill at least 7 business days before the possible termination of service. (§116908, subd. (a)(1)(B).)
- If the customer's address is not the address of the property where water service is provided, notice must also be mailed to the property address, addressed to "Occupant."
- If the water system is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned as undeliverable, the water system is required to make a good faith effort to visit the residence and leave or make arrangements for placement in a conspicuous place a notice of imminent discontinuation for nonpayment and the system's discontinuation policy. (§116908, subd. (a)(2).)
- The notice must include the following: customer's name and address; amount of delinquency; date by which payment or arrangement for payment is required to avoid discontinuation of service; description of the process to apply for an extension of time to pay the delinquent charges; description of the procedure to petition for bill review and appeal; and description of

the procedure by which the customer can request a deferred, reduced, amortized or alternative payment schedule. (§116908, subd. (a)(1)(C).)

- Tenants of individually metered residences must be notified in writing that they have the right to become customers to whom water service will be billed without having to pay any of the delinquent amounts. (§116916, subd. (b).)

If an appeal is filed by “an adult at the residence,” a covered water system cannot terminate service while the appeal is pending. (§116908, subd. (b).)

Annual Reporting

An urban and community water system (as defined in the Act) is required to report annually to the State Water Resources Control Board on water shutoffs due to inability to pay and post the information on its website if it has one.

FAQ

As an additional resource, in 2020, the State Water Resources Control Board issued [an FAQ regarding the Act](#).

Water Shutoff Protection Act FAQs SB 998 (Dodd, 2018)

These FAQs are advisory and do not bind the State Water Resources Control Board in any future decision.

1. What is the Water Shutoff Protection Act?

The Water Shutoff Protection Act (“Act”) was established when Senate Bill 998 was enacted ([Chapter 891, statutes of 2018](#)). It requires certain actions related to discontinuation of water service due to nonpayment by “urban and community water systems” (defined by the Act as [public water systems](#) that supply water to more than 200 service connections). The purpose of the Act is to increase protections to residents associated with discontinuation of water service due to nonpayment (“water shutoffs”). A growing number of Californians face challenges in meeting basic expenses such as tap water. The Act supports the policy goal that all Californians, regardless of whether they pay a water bill directly, should be treated fairly when faced with a delinquent water bill, and fair treatment should include the ability to contest a bill, seek alternative payment schedules, and demonstrate medical needs.

2. What does the Water Shutoff Protection Act require of water systems?

The Water Shutoff Protection Act includes, but is not limited to, the following requirements for urban and community water systems:

- a. To adopt a written policy on discontinuation of water service for non-payment (“water shutoff policy”) that is compliant with the Act.
- b. To post the water shutoff policy on the system’s website, or if the system has no website, provide the policy to customers in writing upon request.
- c. To refrain from shutting off water service for non-payment for at least 60 days and adhere to specified procedures when pursuing water shutoffs. The procedures include, but are not limited to, providing notice in advance of any shutoffs for nonpayment and offering an appeal process for residents to contest a planned shutoff, and to arrange for alternate payment schedules or other means of accommodating financial hardships.
- d. To refrain from shutting off water service in certain specified conditions, such as a serious threat to life or health and safety of a resident or severe financial hardship.

- e. To restrict fees on reconnection of service as specified, for residents at or below 200% of the federal poverty level.
- f. To use specified notification procedures for properties with landlord-tenant relationships. For residential occupants who are tenants who have individual meters, these procedures include making a good faith effort to provide written notice of an imminent termination of service for the landlord's delinquency. The written notice must also inform these residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.
- g. To report the number of annual discontinuations of residential service for inability to pay on the system's website, if it has one, and to the State Water Resources Control Board, which must post the information on its website.

3. What must the “water shutoff policy” contain?

The water shutoff policy must contain:

- a. A plan for deferred or reduced payments.
- b. Alternative payment schedules.
- c. A formal mechanism for a customer to contest or appeal a bill.
- d. A telephone number for a customer to contact to discuss options for averting water shutoff for nonpayment.

4. What are the compliance dates for the Water Shutoff Protection Act?

The Water Shutoff Policy Act specifies two dates for compliance with its provisions. For urban and community water systems regulated by the CPUC, the compliance date is February 1, 2020. For urban water suppliers (defined in [Section 10617 of the Water Code](#)) not regulated by the California Public Utilities Commission (CPUC), the compliance date is also February 1, 2020.

For all other urban and community water systems, the compliance date is April 1, 2020.

(Note also that the Act does not contain any requirements for water systems serving fewer than 200 service connections).

5. What languages are required for the water shutoff policy?

The water shutoff policy and related notices must be provided in English, in the languages listed in [Section 1632 of the Civil Code](#), and in any other language spoken by 10% or more of the customers residing in the water system's service area.

6. Who enforces the Water Shutoff Protection Act?

The Act states that the State Water Resources Control Board may enforce the requirements for the shutoff policy and its website posting (or providing in writing upon request). For 2020, the Board will be collecting information to verify compliance through the electronic annual report water systems submit to the Board's Division of Drinking Water. In addition, the Act allows the Attorney General, at the request of the Board or upon his or her own motion, to bring an action in state court to restrain by temporary or permanent injunction the use of any method, act, or practice prohibited by the Act. For an urban and community water system regulated by the CPUC, the commission may bring an action in state court to restrain by temporary or permanent injunction the use by an urban and community water system regulated by the commission of any method, act, or practice declared in this chapter to be unlawful.

(This fact sheet was last updated on January 10, 2020)

Agenda Item:

WATER METER REPLACEMENT

Summary:

November 8, 2022:

GM Lopes will provide the Board two (2) vendor proposals for water meter replacement by Tues. November 8, 2022, via email.

Water meter testimonial letter included.

Historical:

October 11, 2022:

GM Lopes met with Neptune and Badger representatives to gather information and proposals to make an informed decision. Awaiting final propagation signal results for the meter equipment since Forestville Water District has poor reception.

September 13, 2022:

GM Lopes is obtaining three (3) water meter replacement proposals, including the radio read digitized system that will transmit reads directly to the new billing software. GM Lopes will also provide information on the leak adjustment totals used in the last two (2) years and a water loss calculation for the Board to have some statistics before our October meeting.

Potential Board Actions:

The Board may either

1. Approve one of the proposals presented.
2. Review, discuss and/or give further instructions to the FWD Staff.

Staff Recommendation: None

Report created by: Dawn Leith, Board Clerk

To Whom it may concern,

My name is Robert Sherod and I am a senior operator at Russian River Utility Company located in Forestville California.

Russian River Utility is a water and reclaimed water operations and maintenance company serving small water systems in Sonoma County since 1984.

The purpose of this statement is to give some background and reasoning behind our involvement in the purchase and installation of 364 Badger E-Series electronic, remote read meters in the Fitch Mountain water system in Healdsburg.

We have operated the Fitch Mountain water system since the late 1980's and have seen the complete rebuild of the system in the early 1990's, including the installation of disc type displacement water meters at each service.

These meters were in place for over 30 years and had begun to fail. They were very inaccurate, and the system was showing a nearly 25% unaccounted for water. As the meters failed, we noticed that most the loss was attributed to the low flows that the old meters could not record i.e. customer leaks. This will be your biggest customer concern/complaint after the project is completed because the new meters will detect every drop that has passed through the meter.

Working with the County of Sonoma we researched the applicability of the use of these remote read meters. After careful consideration a project to install the Badger E-Series meters was started and was completed in December 2018.

After the installation of these electronic meters, the unaccounted for water loss was reduced to well below 10%.

Ongoing issues that we have run into since install are, we installed the meters/endpoints under the existing steel lids. This hindered the communication on many of the meters and we have since then changed out the lids to a composite lid. We recommend replacing steel lids during the project.

There have been some communication issues with the 3g technology as 3g was dropped from the towers around Fitch Mountain. Badger meter recognized this issue and has issued us new 4G-5G endpoints under warranty.

Since the Fitch Mountain Project, we have installed the Badger E-Series meters in one other water system, Heights Mutual (110 connections), and are currently awaiting delivery for meters, endpoints, and lids for the Russian River County Water District (1278 customers).

--

James Dunton

--

Russian River Utility
PO Box 730
7131 Mirabel Road
Forestville, CA 95436
Tel: 707-887-7735
Fax: 707-887-9445
Email: rruwater@sonic.net

Agenda Item:

RECYCLE WATER TRUCK FILL STATION

Summary:

November 8, 2022:

District Engineer's staff responded to the Drinking Water Department (DDW) request for information regarding the recycled water truck fill station addendum. Included are five (5) recycled water agreements GM Lopes prepared pending the DDW approval.

Historical:

October 11, 2022:

Division of Drinking Water Department (DDW) representative will be meeting with Brelje & Race Consulting Engineers (BRCE) on October 11, 2022, to review the Title 22 Engineering Report Addendum to get an overview of our fill station program.

September 13, 2022:

The Recycled Water Truck Fill Station addendum is with the Division of Drinking Water Department (DDW). The District's Permit Handler was not provided an expected approval date from DDW. A contract template has been drafted in anticipation of the DDW's approval that will be used for these customers that were previously on potable water surplus before the drought.

December 14, 2021:

State Board has not provided any recent communication regarding the decision.

November 9, 2021:

As of assembly of the board packet, GM Lopes had not received any new updates from the State.

October 12, 2021:

GM Lopes still has not received any feedback from SWRCB.

September 14, 2021:

GM Lopes finalizing the Recycled Fill Station Title 22 Report addendum.

August 10, 2021:

GM Lopes had a meeting on 8/2/21 with SWRCB staff to continue discussing the necessary paperwork to implement a recycled water fill station at FWD's facility. GM Lopes will present a detailed update to the Board.

July 13, 2021:

GM Lopes has described FWD plans to add a recycle water fill station at the sewer facility to State Water Resources Control Board. An addendum will have to be composed and added to the existing NPDES permit.

June 8, 2021:

GM Lopes has been working on a program to transfer potable surplus customers (non-residential) to pick-up recycled water at our wastewater facility.

Potential Board Actions:

1. Approve the two recycled water contracts as presented
2. Approve the two recycled water contracts with changes
3. Review, discuss and/or give further instructions to the FWD Staff.

Staff Recommendation: GM recommends approving the two contracts as presented.

Report created by: Dawn Leith, Interim Board Clerk

**RECYCLED WATER USE AGREEMENT
BETWEEN THE FORESTVILLE WATER DISTRICT AND CL BATCHELDER COMPANY**

I. PARTIES

This Agreement is entered into by and between the FORESTVILLE WATER DISTRICT, a body corporate and politic of the State of California, ("District") and CL BATCHELDER COMPANY, (collectively "Purchaser").

II. RECITALS

- A. Purchaser is a privately owned company with the primary purpose of providing construction and trucking services to customers.
- B. District is willing to provide, and Purchaser consents to accept subject to the conditions set forth herein, tertiary treated recycled water, which is available for Purchaser to pick-up at Purchaser's cost at the fill station located at 6194 Forestville Street, Forestville, CA, 95436. Such recycled water shall be used for any construction uses in accordance with this Agreement.
- C. Purchaser plans to use the recycled water acquired under this Agreement in connection with its construction and trucking projects.
- D. Purchaser shall be responsible for using the recycled water accepted in a proper manner and must comply with all laws pertinent to Purchaser's use of the recycled water, as well as the use restrictions and requirements as set forth in Attachment "B" attached hereto and incorporated herein by reference.
- E. The parties hereto acknowledge the following: (1) District's primary function is to provide sewer service, not to provide recycled water for agriculture, construction or any other use.
The volume of recycled water available for pickup to the Purchaser over the course of any given year varies according to weather patterns, water usage within the sewer service area and other factors beyond the control of the District.

III. AGREEMENT

District and Purchaser agree that the RECITALS set forth above are true and correct and are made a part of this Agreement, and further agree as follows:

1. **TERM.** The term of this agreement shall be 1 Year, commencing on October 1, 2022, and terminating on October 1, 2023 (the "Term"). Purchaser or District may terminate this Agreement at any time during the Term by giving the other party thirty (30) days advance written notice of termination. Upon termination, any outstanding fees and balances shall become immediately due and owing.

Recycled Water Agreement

Approved:

2. **RENEWAL.** This Agreement may be renewed upon expiration of the Term, at the sole discretion of the District. Price of the tertiary recycled water for the next Term will be determined upon renewal.
3. **PRICE.** The price of the tertiary recycled water that is sold by the District, and picked up by Purchaser, will be double the current recycled water rate. That pricing is established by District Ordinance (currently, it is 40% of the potable water rate), which is attached hereto as Exhibit "C" and incorporated herein by this reference. Purchaser's payment for recycled water shall be due within thirty (30) days of receipt of invoice, Purchaser shall pay District the sum of money due. The amount due shall be calculated by multiplying the acre-feet of water picked up by Purchaser during the previous year by the cost per acre-foot.
4. **SUPPLY.**
 - a. Both parties to this Agreement recognize and agree that availability of recycled water may at any time be impractical or impossible for reasons beyond the control of District. District cannot assure uninterrupted supply of recycled water available to Purchaser and District reserves the right to terminate the availability of recycled water to any or all recycled water customers when the supply is insufficient to meet the requirements for each user, or for any other reason which jeopardizes the primary purpose of the District, as determined in District's sole discretion.
 - b. Other than in an emergency, District will attempt to give reasonable notice of any reduction, interruption, or cessation of the supply of recycled water to cause as minimal disturbance as possible to the Purchaser and Purchaser's needs. However, District makes no guarantee that it will minimize or prevent any such disturbances.
 - c. Purchaser shall coordinate with District's Operations and Maintenance Division at (707) 887-1551 regarding all recycled water pickup and service of District equipment.
5. **RESALE/ASSIGNMENT.** Purchaser may not sell, donate, assign or provide the recycled water to any other person, entity, or property without the express written consent of the District.
6. **COMPLIANCE WITH LAW.**
 - a. Purchaser agrees to use the recycled water supplied under this Agreement in such a manner that is compatible with good practices and in compliance with all applicable laws. Purchaser shall not allow the recycled water to be used in violation of any law, ordinance, or provision of (a) the National Pollutant Discharge Elimination System (NPDES) Permits; (b) the Forestville Water District Rules and Regulations for Use of Recycled Water; (c) Waste Discharge Requirements and Master Reclamation Permit Order Nol. R1-2012-0012; or other regulation now in effect or hereafter enacted or adopted. Purchaser's attention is directed to the regulations contained in the California Code of Regulations, Titles 17 and 22 regarding the design, construction, maintenance and testing requirements for recycled water systems, and the permitted uses thereof. District shall provide Purchaser with copies of Titles 17 and 22 on or before the commencement date of the Term. Purchaser agrees to comply with all applicable

Approved:

provisions therein including, but not limited to, the requirement that District train their customers in the proper use of recycled water. District will provide 30 days written notice prior to such training.

- b. If Purchaser does not comply with laws, ordinances, or regulations governing the use of recycled water, District may immediately stop recycled water availability. District shall notify Purchaser of such infraction in writing. If Purchaser does not cure the infraction within two (2) business days after delivery of the notice, District may immediately terminate this Agreement.
- c. Purchaser also agrees that this Agreement is subject to the District's Ordinances, rules and practices, as are adopted and published from time to time, including without limitation, Ordinance 39. The initial price set for the recycled water is defined in Paragraph 3 of this Agreement, and may hereafter be amended, from time to time, by amendments to said Ordinance 39. Purchaser agrees to abide by such Ordinances, rules and practices, as they apply to its use of recycled water supplied by the District.

7. **METHOD AND PLACE OF GIVING NOTICE AND MAKING PAYMENTS.** All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail shall be addressed as follows:

District: Forestville Water District
P.O. Box 261
Forestville, CA 95436-0261

Purchaser: CL Batchelder Company
6200 Forestville St
Forestville, CA, 95436

- 8. **CHANGE IN OWNERSHIP.** Should a change of ownership (by sale, death, assignment or otherwise) occur, Purchaser's successor(s) in interest must enter into a new Agreement with the District for recycled water. The District does not guarantee that it will enter into such an agreement upon change of ownership in the Property. **This Agreement is NOT assignable to a new owner.**
- 9. **LIMITED RIGHTS.** This Agreement does not create any entitlement to water service or any other right or interest under California and/or Federal laws, nor does it create any right or interest which attaches to the Property.
- 10. **NO THIRD-PARTY BENEFICIARIES.** The Parties expressly acknowledge that it is not their intent to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties to this Agreement. The Parties intend and expressly agree that only the parties to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of the performance or failure to

Approved:

perform any term or condition of this Agreement, or to bring an action for breach of this Agreement.

11. MEDIATION OF DISPUTE/ ARBITRATION.

- a. **MEDIATION.** The parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action, provided that the disputes that are listed below as not being required to be arbitrated hereunder shall not be required to be mediated hereunder, whether the Arbitration of Disputes provision is initialed below. Mediation fees, if any, shall be divided equally among the parties involved. If any party commences a court action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, or does not participate in the mediation in a good faith attempt to resolve any claim, dispute or other matter that is the subject of the mediation, then that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- b. **ARBITRATION OF DISPUTES.** The parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge, justice or attorney, experienced with the arbitration of real estate disputes in Sonoma County and with no personal or business relationship with the owners, unless the parties mutually agree to a different arbitrator. The arbitrator shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The following types of disputes are not required to be arbitrated hereunder: (i) Non-judicial or judicial foreclosure, (ii) other actions to enforce a lien, (iii) an action for unlawful detainer, (iv) any probate court or small claims court matter, and (v) the filing or enforcement of a mechanic's lien.

“NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION IS VOLUNTARY.”

“WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION TO NEUTRAL ARBITRATION.”

Purchaser Initials

District Initials

- 12. INDEMNIFICATION:** PURCHASER, ON BEHALF OF ITSELF, ITS HEIRS, GUESTS, AGENTS, CONTRACTORS, SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, SUCCESSORS IN INTEREST, ASSIGNEES, AND BENEFICIARIES, AGREES TO ASSUME ALL RISK OF LOSS OR DAMAGE TO ITS OPERATION ARISING OUT OF OR IN ANY WAY RELATED TO THE AVAILABILITY AND USE OF TERTIARY RECYCLED WATER SUPPLIED BY THE DISTRICT. PURCHASER FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS DISTRICT, ITS OFFICERS, DIRECTORS OFFICIALS, EMPLOYEES, AGENTS, ATTORNEYS, VOLUNTEERS, AND OPERATORS FROM ANY CLAIMS, DAMAGES, COSTS, ATTORNEY’S FEES, OR CAUSES OF ACTION WHICH THEY HAVE OR MAY HAVE IN THE FUTURE, AS A RESULT OF DAMAGES, INJURIES, INCLUDING DEATH, SUSTAINED OR INCURRED BY ANY PARTY RELATED TO USE AND AVAILABILITY OF RECYCLED WATER, FROM WHATEVER CAUSE, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE, BREACH OF CONTRACT, OR WRONGFUL CONDUCT OF THE PARTIES.
- 13. ENTIRE AGREEMENT.** This Agreement integrates all terms and conditions and constitutes the entire agreement between the Parties. Any prior arrangements, agreements, warranties, representations, or undertakings are superseded. No verbal agreements or conversations with any public official or employee of the District, either before or after execution of this Agreement, shall affect or modify any of the terms or obligations contained in this Agreement.

IN WITNESS THEREOF, the Board of Directors of the Forestville Water District approved this Agreement at the November 8, 2022, Board Meeting; and the Parties hereto have executed this Agreement as set forth below. Purchaser’s signature verifies that he or she has read, understands, acknowledges, and agrees to all terms of this Agreement as well as regulations pertaining to recycled water as referenced herein.

Recycled Water Agreement
Approved:

PURCHASER:

By: CL Batchelder Company

Name: _____

Sign: _____

Date: _____

FORESTVILLE WATER
DISTRICT

By: Chair, Board of Directors

Name: _____

Sign: _____

Date: _____

By: General Manager, FWD

Name: _____

Sign: _____

Date: _____

ATTACHMENT B RECYCLED WATER USE REQUIREMENTS

Recycled water distributed by Forestville-Graton meets the requirements for disinfected tertiary recycled water as defined by California Code of Regulations (CCR) Title 22, Division 4, Chapter 3. Irrigation with recycled water shall be performed in accordance with CCR Title 22. The treatment, storage, distribution, or reuse of recycled water shall not create a nuisance as defined in Section 13050(m) of the California Water Code.

Irrigation Area Requirements

Irrigation area requirements specified in CCR Title 22, Section 60310, which pertain to disinfected tertiary recycled water include, but are not limited to the following:

- No irrigation with disinfected tertiary recycled water shall take place within 50 feet of any domestic water supply well¹.
- No impoundment of disinfected tertiary recycled water shall take place within 100 feet of any domestic water supply well.
- Any use of recycled water shall comply with the following: (1) Any irrigation runoff shall be confined to the recycled water use area unless otherwise authorized by the regulatory agency; (2) Spray, mist, or runoff shall not enter a dwelling or a food handling facility; (3) Drinking water fountains and designated outdoor eating areas shall be protected against contact with recycled water spray, mist, or runoff.
- All areas where recycled water is used and that are accessible to the public shall be posted with conspicuous signs, in a size no less than 4 inches high by 8 inches wide, that include the following wording: "RECYCLED WATER - DO NOT DRINK".
- Except as allowed under Section 7604 of Title 17, no physical connection shall be made or allowed to exist between any recycled water system and any separate system conveying potable water.
- The recycled water system shall not include any hose bibbs. Quick couplers that are different from that used on the potable water system may be used.

Allowable Uses of Recycled Water

Allowable uses of recycled water are specified in CCR Title 22, Section 60303. According to CCR Title 22, disinfected tertiary recycled water can be used for irrigation of the following:

- Food crops where the recycled water comes into contact with the edible portion of the crop. This includes all edible root crops
- Parks and playgrounds
- School yards
- Residential Landscaping
- Unrestricted golf courses
- Recreational impoundments
- Flushing toilets and urinals
- Decorative fountains
- Commercial laundries
- Any other irrigation use not specified in this section and not prohibited by other sections of the California Water Code.

1. Irrigation with disinfected tertiary recycled water may take place within 50 feet of a domestic supply well if several conditions specified in Title 22 are satisfied.



PO Box 261
 Forestville, CA 95436-0261
 Phone (707) 887-1551 Fax (707) 887-1552
 info@forestvillewd.com

ORDINANCE NO. 76:
Water Rate Increase: + 5%

AN ORDINANCE AMENDING ORDINANCE NO. 31
(AS AMENDED BY ORDINANCES NO. 35, 42, 44, 47, 51, 54, 56, 62, 67, and 72)
BY ESTABLISHING RATES FOR WATER SERVICE OF THE FORESTVILLE WATER DISTRICT
EFFECTIVE AS OF JULY 1, 2021

BE IT ORDAINED by the Board of Directors of Forestville Water District, Sonoma County, California, as follows:

SECTION 1: Section 400 of Article 18 of Ordinance No. 31 (as amended by Ordinances No. 35, 42, 44, 47, 51, 54, 56, 62, 67 and 72) of the Forestville Water District, is hereby amended to read and provide in its entirety as follows:

ARTICLE 18. RATES

400. **RATE SCHEDULE.** Rates for water service are hereby established as follows:

MINIMUM CHARGE

Meter Size	Minimum of Gallons to which Customer Will be Entitled at Minimum Charge	Minimum Monthly Charge	Percent of Increase from 7-1-2020
Standard 5/8x3/4 inch	5,000	\$ 40.61	(+5%)
3/4 inch	6,000	48.73	(+5%)
1 inch	7,000	56.86	(+5%)
1 1/2 inch	8,000	64.98	(+5%)
2 inch	12,000	97.47	(+5%)
3 inch	20,000	162.44	(+5%)
4 inch	30,000	243.67	(+5%)

COST OF WATER

Direct User Customer*, per 1,000 gallons: \$8.13
 Surplus Water Customer** per 1,000 gallons: \$10.79 (\$53.97 minimum)

- * A customer who has paid a connection fee for and receives water directly from the distribution piping system at a property located in the Forestville Water District Service Area.
- **Contract water haulers and others who purchase and haul water and do not pay a connection fee in connection with such sales. These are not property-related services under the law, and therefore this rate may be modified, from time, by Board Resolution.

SECTION 2. The rates established by this Ordinance shall be effective as of July 1, 2021.

SECTION 3. This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY AND REGULARLY ADOPTED this 11th day of May, 2021.

FORESTVILLE WATER DISTRICT

BY: Matt McDermott
 Chairman

ATTEST.

[Signature]
 Board Clerk

**RECYCLED WATER USE AGREEMENT
BETWEEN THE FORESTVILLE WATER DISTRICT AND BODEAN BLUE ROCK
QUARRY COMPANY**

I. PARTIES

This Agreement is entered into by and between the FORESTVILLE WATER DISTRICT, a body corporate and politic of the State of California, (“District”) and BODEAN BLUE ROCK QUARRY COMPANY, (collectively “Purchaser”).

II. RECITALS

- A. Purchaser is a privately owned company with the primary purpose of providing construction and trucking services to customers.
- B. District is willing to provide, and Purchaser consents to accept subject to the conditions set forth herein, tertiary treated recycled water, which is available for Purchaser to pick-up at Purchaser’s cost at the fill station located at 6194 Forestville Street, Forestville, CA, 95436. Such recycled water shall be used for any construction uses in accordance with this Agreement.
- C. Purchaser plans to use the recycled water acquired under this Agreement in connection with its construction and trucking projects.
- D. Purchaser shall be responsible for using the recycled water accepted in a proper manner and must comply with all laws pertinent to Purchaser’s use of the recycled water, as well as the use restrictions and requirements as set forth in Attachment “B” attached hereto and incorporated herein by reference.
- E. The parties hereto acknowledge the following: (1) District’s primary function is to provide sewer service, not to provide recycled water for agriculture, construction or any other use.
The volume of recycled water available for pickup to the Purchaser over the course of any given year varies according to weather patterns, water usage within the sewer service area and other factors beyond the control of the District.

III. AGREEMENT

District and Purchaser agree that the RECITALS set forth above are true and correct and are made a part of this Agreement, and further agree as follows:

1. **TERM.** The term of this agreement shall be 1 Year, commencing on October 1, 2022, and terminating on October 1, 2023 (the “Term”). Purchaser or District may terminate this Agreement at any time during the Term by giving the other party thirty (30) days advance written notice of termination. Upon termination, any outstanding fees and balances shall become immediately due and owing.

Recycled Water Agreement

Approved:

2. **RENEWAL.** This Agreement may be renewed upon expiration of the Term, at the sole discretion of the District. Price of the tertiary recycled water for the next Term will be determined upon renewal.
3. **PRICE.** The price of the tertiary recycled water that is sold by the District, and picked up by Purchaser, will be double the current recycled water rate. That pricing is established by District Ordinance (currently, it is 40% of the potable water rate), which is attached hereto as Exhibit "C" and incorporated herein by this reference. Purchaser's payment for recycled water shall be due within thirty (30) days of receipt of invoice, Purchaser shall pay District the sum of money due. The amount due shall be calculated by multiplying the acre-feet of water picked up by Purchaser during the previous year by the cost per acre-foot.
4. **SUPPLY.**
 - a. Both parties to this Agreement recognize and agree that availability of recycled water may at any time be impractical or impossible for reasons beyond the control of District. District cannot assure uninterrupted supply of recycled water available to Purchaser and District reserves the right to terminate the availability of recycled water to any or all recycled water customers when the supply is insufficient to meet the requirements for each user, or for any other reason which jeopardizes the primary purpose of the District, as determined in District's sole discretion.
 - b. Other than in an emergency, District will attempt to give reasonable notice of any reduction, interruption, or cessation of the supply of recycled water to cause as minimal disturbance as possible to the Purchaser and Purchaser's needs. However, District makes no guarantee that it will minimize or prevent any such disturbances.
 - c. Purchaser shall coordinate with District's Operations and Maintenance Division at (707) 887-1551 regarding all recycled water pickup and service of District equipment.
5. **RESALE/ASSIGNMENT.** Purchaser may not sell, donate, assign or provide the recycled water to any other person, entity, or property without the express written consent of the District.
6. **COMPLIANCE WITH LAW.**
 - a. Purchaser agrees to use the recycled water supplied under this Agreement in such a manner that is compatible with good practices and in compliance with all applicable laws. Purchaser shall not allow the recycled water to be used in violation of any law, ordinance, or provision of (a) the National Pollutant Discharge Elimination System (NPDES) Permits; (b) the Forestville Water District Rules and Regulations for Use of Recycled Water; (c) Waste Discharge Requirements and Master Reclamation Permit Order Nol. R1-2012-0012; or other regulation now in effect or hereafter enacted or adopted. Purchaser's attention is directed to the regulations contained in the California Code of Regulations, Titles 17 and 22 regarding the design, construction, maintenance and testing requirements for recycled water systems, and the permitted uses thereof. District shall provide Purchaser with copies of Titles 17 and 22 on or before the commencement date of the Term. Purchaser agrees to comply with all applicable

Approved:

provisions therein including, but not limited to, the requirement that District train their customers in the proper use of recycled water. District will provide 30 days written notice prior to such training.

- b. If Purchaser does not comply with laws, ordinances, or regulations governing the use of recycled water, District may immediately stop recycled water availability. District shall notify Purchaser of such infraction in writing. If Purchaser does not cure the infraction within two (2) business days after delivery of the notice, District may immediately terminate this Agreement.
- c. Purchaser also agrees that this Agreement is subject to the District's Ordinances, rules and practices, as are adopted and published from time to time, including without limitation, Ordinance 39. The initial price set for the recycled water is defined in Paragraph 3 of this Agreement, and may hereafter be amended, from time to time, by amendments to said Ordinance 39. Purchaser agrees to abide by such Ordinances, rules and practices, as they apply to its use of recycled water supplied by the District.

7. **METHOD AND PLACE OF GIVING NOTICE AND MAKING PAYMENTS.** All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail shall be addressed as follows:

District: Forestville Water District
P.O. Box 261
Forestville, CA 95436-0261

Purchaser: BoDean Blue Rock Quarry Company
1060 N Dutton Ave
Santa Rosa, CA, 95401

- 8. **CHANGE IN OWNERSHIP.** Should a change of ownership (by sale, death, assignment or otherwise) occur, Purchaser's successor(s) in interest must enter into a new Agreement with the District for recycled water. The District does not guarantee that it will enter into such an agreement upon change of ownership in the Property. **This Agreement is NOT assignable to a new owner.**
- 9. **LIMITED RIGHTS.** This Agreement does not create any entitlement to water service or any other right or interest under California and/or Federal laws, nor does it create any right or interest which attaches to the Property.
- 10. **NO THIRD-PARTY BENEFICIARIES.** The Parties expressly acknowledge that it is not their intent to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties to this Agreement. The Parties intend and expressly agree that only the parties to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of the performance or failure to

Approved:

perform any term or condition of this Agreement, or to bring an action for breach of this Agreement.

11. MEDIATION OF DISPUTE/ ARBITRATION.

- a. **MEDIATION.** The parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action, provided that the disputes that are listed below as not being required to be arbitrated hereunder shall not be required to be mediated hereunder, whether the Arbitration of Disputes provision is initialed below. Mediation fees, if any, shall be divided equally among the parties involved. If any party commences a court action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, or does not participate in the mediation in a good faith attempt to resolve any claim, dispute or other matter that is the subject of the mediation, then that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- b. **ARBITRATION OF DISPUTES.** The parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge, justice or attorney, experienced with the arbitration of real estate disputes in Sonoma County and with no personal or business relationship with the owners, unless the parties mutually agree to a different arbitrator. The arbitrator shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The following types of disputes are not required to be arbitrated hereunder: (i) Non-judicial or judicial foreclosure, (ii) other actions to enforce a lien, (iii) an action for unlawful detainer, (iv) any probate court or small claims court matter, and (v) the filing or enforcement of a mechanic's lien.

“NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION IS VOLUNTARY.”

“WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION TO NEUTRAL ARBITRATION.”

Purchaser Initials

District Initials

- 12. INDEMNIFICATION:** PURCHASER, ON BEHALF OF ITSELF, ITS HEIRS, GUESTS, AGENTS, CONTRACTORS, SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, SUCCESSORS IN INTEREST, ASSIGNEES, AND BENEFICIARIES, AGREES TO ASSUME ALL RISK OF LOSS OR DAMAGE TO ITS OPERATION ARISING OUT OF OR IN ANY WAY RELATED TO THE AVAILABILITY AND USE OF TERTIARY RECYCLED WATER SUPPLIED BY THE DISTRICT. PURCHASER FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS DISTRICT, ITS OFFICERS, DIRECTORS OFFICIALS, EMPLOYEES, AGENTS, ATTORNEYS, VOLUNTEERS, AND OPERATORS FROM ANY CLAIMS, DAMAGES, COSTS, ATTORNEY’S FEES, OR CAUSES OF ACTION WHICH THEY HAVE OR MAY HAVE IN THE FUTURE, AS A RESULT OF DAMAGES, INJURIES, INCLUDING DEATH, SUSTAINED OR INCURRED BY ANY PARTY RELATED TO USE AND AVAILABILITY OF RECYCLED WATER, FROM WHATEVER CAUSE, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE, BREACH OF CONTRACT, OR WRONGFUL CONDUCT OF THE PARTIES.
- 13. ENTIRE AGREEMENT.** This Agreement integrates all terms and conditions and constitutes the entire agreement between the Parties. Any prior arrangements, agreements, warranties, representations, or undertakings are superseded. No verbal agreements or conversations with any public official or employee of the District, either before or after execution of this Agreement, shall affect or modify any of the terms or obligations contained in this Agreement.

IN WITNESS THEREOF, the Board of Directors of the Forestville Water District approved this Agreement at the November 8, 2022, Board Meeting; and the Parties hereto have executed this Agreement as set forth below. Purchaser’s signature verifies that he or she has read, understands, acknowledges, and agrees to all terms of this Agreement as well as regulations pertaining to recycled water as referenced herein.

Recycled Water Agreement

Approved:

PURCHASER:

By: BoDean Blue Rock Quarry Company

Name: _____

Sign: _____

Date: _____

FORESTVILLE WATER
DISTRICT

By: Chair, Board of Directors

Name: _____

Sign: _____

Date: _____

By: General Manager, FWD

Name: _____

Sign: _____

Date: _____

ATTACHMENT B
RECYCLED WATER USE REQUIREMENTS

Recycled water distributed by Forestville-Graton meets the requirements for disinfected tertiary recycled water as defined by California Code of Regulations (CCR) Title 22, Division 4, Chapter 3. Irrigation with recycled water shall be performed in accordance with CCR Title 22. The treatment, storage, distribution, or reuse of recycled water shall not create a nuisance as defined in Section 13050(m) of the California Water Code.

Irrigation Area Requirements

Irrigation area requirements specified in CCR Title 22, Section 60310, which pertain to disinfected tertiary recycled water include, but are not limited to the following:

- No irrigation with disinfected tertiary recycled water shall take place within 50 feet of any domestic water supply well¹.
- No impoundment of disinfected tertiary recycled water shall take place within 100 feet of any domestic water supply well.
- Any use of recycled water shall comply with the following: (1) Any irrigation runoff shall be confined to the recycled water use area unless otherwise authorized by the regulatory agency; (2) Spray, mist, or runoff shall not enter a dwelling or a food handling facility; (3) Drinking water fountains and designated outdoor eating areas shall be protected against contact with recycled water spray, mist, or runoff.
- All areas where recycled water is used and that are accessible to the public shall be posted with conspicuous signs, in a size no less than 4 inches high by 8 inches wide, that include the following wording: "RECYCLED WATER - DO NOT DRINK".
- Except as allowed under Section 7604 of Title 17, no physical connection shall be made or allowed to exist between any recycled water system and any separate system conveying potable water.
- The recycled water system shall not include any hose bibbs. Quick couplers that are different from that used on the potable water system may be used.

Allowable Uses of Recycled Water

Allowable uses of recycled water are specified in CCR Title 22, Section 60303. According to CCR Title 22, disinfected tertiary recycled water can be used for irrigation of the following:

- Food crops where the recycled water comes into contact with the edible portion of the crop. This includes all edible root crops
- Parks and playgrounds
- School yards
- Residential Landscaping
- Unrestricted golf courses
- Recreational impoundments
- Flushing toilets and urinals
- Decorative fountains
- Commercial laundries
- Any other irrigation use not specified in this section and not prohibited by other sections of the California Water Code.

1. Irrigation with disinfected tertiary recycled water may take place within 50 feet of a domestic supply well if several conditions specified in Title 22 are satisfied.



PO Box 261
 Forestville, CA 95436-0261
 Phone (707) 887-1551 Fax (707) 887-1552
 info@forestvillewd.com

ORDINANCE NO. 76:

Water Rate Increase: + 5%

AN ORDINANCE AMENDING ORDINANCE NO. 31

(AS AMENDED BY ORDINANCES NO. 35, 42, 44, 47, 51, 54, 56, 62, 67, and 72)

**BY ESTABLISHING RATES FOR WATER SERVICE OF THE FORESTVILLE WATER DISTRICT
 EFFECTIVE AS OF JULY 1, 2021**

BE IT ORDAINED by the Board of Directors of Forestville Water District, Sonoma County, California, as follows:

SECTION 1: Section 400 of Article 18 of Ordinance No. 31 (as amended by Ordinances No. 35, 42, 44, 47, 51, 54, 56, 62, 67 and 72) of the Forestville Water District, is hereby amended to read and provide in its entirety as follows:

ARTICLE 18. RATES

400. **RATE SCHEDULE.** Rates for water service are hereby established as follows:

MINIMUM CHARGE

Meter Size	Minimum of Gallons to which Customer Will be Entitled at Minimum Charge	Minimum Monthly Charge	Percent of Increase from 7-1-2020
Standard 5/8x3/4 inch	5,000	\$ 40.61	(+5%)
3/4 inch	6,000	48.73	(+5%)
1 inch	7,000	56.86	(+5%)
1 1/2 inch	8,000	64.98	(+5%)
2 inch	12,000	97.47	(+5%)
3 inch	20,000	162.44	(+5%)
4 inch	30,000	243.67	(+5%)

COST OF WATER

Direct User Customer*, per 1,000 gallons: \$8.13
 Surplus Water Customer** per 1,000 gallons: \$10.79 (\$53.97 minimum)

* A customer who has paid a connection fee for and receives water directly from the distribution piping system at a property located in the Forestville Water District Service Area.

**Contract water haulers and others who purchase and haul water and do not pay a connection fee in connection with such sales. These are not property-related services under the law, and therefore this rate may be modified, from time, by Board Resolution.

SECTION 2. The rates established by this Ordinance shall be effective as of July 1, 2021.

SECTION 3. This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY AND REGULARLY ADOPTED this 11th day of May, 2021.

FORESTVILLE WATER DISTRICT

BY: Matt McDermott
 Chairman

ATTEST.

[Signature]

Board Clerk

RECYCLED WATER USE AGREEMENT
BETWEEN THE FORESTVILLE WATER DISTRICT AND LANDOWNER, CHENOWETH
VINEYARDS, AP No. 075-010-004-000
& 104-150-008-000

I. PARTIES

This Agreement is entered into by and between the FORESTVILLE WATER DISTRICT, a body corporate and politic of the State of California, (“District”) and CHENOWETH VINEYARDS, (collectively “Landowner”).

II. RECITALS

- A.** Landowner owns real property used for agricultural purposes, commonly known as CHENOWETH VINEYARDS, 5125 STOETZ LANE & 12801 GREEN VALLEY ROAD, California, AP No. 075-010-004 & 104-150-008 (“Property”). A map depicting the Property is attached hereto as Exhibit “A” which is incorporated herein by reference.
- B.** District is willing to provide, and Landowner consents to accept subject to the conditions set forth herein, tertiary treated recycled water, which is available for Landowner to pick-up at Landowner’s cost at the fill station located at 6194 Forestville Street, Forestville, CA, 95436. Such recycled water shall be used for irrigation, frost control and other agricultural uses on the Property in accordance with this Agreement.
- C.** Landowner shall be responsible for using the recycled water accepted in a proper manner and must comply with all laws pertinent to Landowner’s use of the recycled water, as well as the use restrictions and requirements as set forth in Attachment “B” attached hereto and incorporated herein by reference.
- D.** The parties hereto acknowledge the following: (1) District’s primary function is to provide sewer service, not to provide recycled water for agricultural or any other use; (2) District cannot always assure the availability of recycled water at any given time or sufficient pressure for frost protection; and (3) District is not responsible for any loss or injury to crops resulting from the lack of available recycled water or insufficient water pressure.
- E.** In connection with this Agreement, Landowner may consider constructing a pond for recycled water storage and collection on the Property, and a back-up pumping system as soon as feasibly possible. This will ensure availability of adequate recycled water when needed for frost protection or other agricultural use. The volume of recycled water available for pickup to the Landowner over the course of any given year varies according to weather patterns, water usage within the sewer service area and other factors beyond the control of the District.

III. AGREEMENT

Recycled Water Agreement

Approved:

District and Landowner agree that the RECITALS set forth above are true and correct and are made a part of this Agreement, and further agree as follows:

1. **TERM.** The term of this agreement shall be 1 Year, commencing on October 1, 2022, and terminating on October 1, 2023 (the "Term"). Landowner or District may terminate this Agreement at any time during the Term by giving the other party thirty (30) days advance written notice of termination. Upon termination, any outstanding fees and balances shall become immediately due and owing.
2. **RENEWAL.** This Agreement may be renewed upon expiration of the Term, at the sole discretion of the District. Price of the tertiary recycled water for the next Term will be determined upon renewal.
3. **PRICE.** The price of the tertiary recycled water that is sold by the District, and picked up by landowner, will be double the current recycled water rate. That pricing is established by District Ordinance (currently, it is 40% of the potable water rate), which is attached hereto as Exhibit "C" and incorporated herein by this reference. Landowner's payment for recycled water shall be due within thirty (30) days of receipt of invoice, Landowner shall pay District the sum of money due. The amount due shall be calculated by multiplying the acre-feet of water picked up by Landowner during the previous year by the cost per acre-foot.
4. **SUPPLY.**
 - a. Both parties to this Agreement recognize and agree that availability of recycled water may at any time be impractical or impossible for reasons beyond the control of District. District cannot assure uninterrupted supply of recycled water available to Landowner and District reserves the right to terminate the availability of recycled water to any or all recycled water customers when the supply is insufficient to meet the requirements for each user, or for any other reason which jeopardizes the primary purpose of the District, as determined in District's sole discretion.
 - b. Other than in an emergency, District will attempt to give reasonable notice of any reduction, interruption, or cessation of the supply of recycled water to cause as minimal disturbance as possible to the Landowner and Landowner's irrigation needs. However, District makes no guarantee that it will minimize or prevent any such disturbances.
 - c. Landowner shall coordinate with District's Operations and Maintenance Division at (707) 887-1551 regarding all recycled water pickup and service of District equipment.
5. **RESALE/ASSIGNMENT.** Landowner may not sell, donate, assign or provide the recycled water to any other person, entity, or property without the express written consent of the District.
6. **COMPLIANCE WITH LAW.**
 - a. Landowner agrees to use the recycled water supplied under this Agreement in such a manner that is compatible with good farming practices and in compliance with all applicable laws. Landowner shall not allow the recycled water to be used in violation of

Recycled Water Agreement

Approved:

any law, ordinance, or provision of (a) the National Pollutant Discharge Elimination System (NPDES) Permits; (b) the Forestville Water District Rules and Regulations for Use of Recycled Water; (c) Waste Discharge Requirements and Master Reclamation Permit Order No. R1-2012-0012; or other regulation now in effect or hereafter enacted or adopted. Landowner's attention is directed to the regulations contained in the California Code of Regulations, Titles 17 and 22 regarding the design, construction, maintenance and testing requirements for recycled water systems, and the permitted uses thereof. District shall provide Landowner with copies of Titles 17 and 22 on or before the commencement date of the Term. Landowner agrees to comply with all applicable provisions therein including, but not limited to, the requirement that District train their customers in the proper use of recycled water. District will provide 30 days written notice prior to such training.

- b. If Landowner does not comply with laws, ordinances, or regulations governing the use of recycled water, District may immediately stop recycled water availability. District shall notify Landowner of such infraction in writing. If Landowner does not cure the infraction within two (2) business days after delivery of the notice, District may immediately terminate this Agreement.
- c. Landowner also agrees that this Agreement is subject to the District's Ordinances, rules and practices, as are adopted and published from time to time, including without limitation, Ordinance 39. The initial price set for the recycled water is defined in Paragraph 3 of this Agreement, and may hereafter be amended, from time to time, by amendments to said Ordinance 39. Landowner agrees to abide by such Ordinances, rules and practices, as they apply to its use of recycled water supplied by the District.

7. **METHOD AND PLACE OF GIVING NOTICE AND MAKING PAYMENTS.** All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail shall be addressed as follows:

District: Forestville Water District
P.O. Box 261
Forestville, CA 95436-0261

Landowner: Chenoweth Vineyards
5550 Harrison Grade Road
Sebastopol, CA, 95472

8. **CHANGE IN OWNERSHIP.** Should a change of ownership (by sale, death, assignment or otherwise) occur, Landowner's successor(s) in interest must enter into a new Agreement with the District for recycled water. The District does not guarantee that it will enter into such an agreement upon change of ownership in the Property. **This Agreement is NOT assignable to a new owner.**

9. **LIMITED RIGHTS.** This Agreement does not create any entitlement to water service or any other right or interest under California and/or Federal laws, nor does it create any right or interest which attaches to the Property.

10. NO THIRD-PARTY BENEFICIARIES. The Parties expressly acknowledge that it is not their intent to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties to this Agreement. The Parties intend and expressly agree that only the parties to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of the performance or failure to perform any term or condition of this Agreement, or to bring an action for breach of this Agreement.

11. MEDIATION OF DISPUTE/ ARBITRATION.

- a. **MEDIATION.** The parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action, provided that the disputes that are listed below as not being required to be arbitrated hereunder shall not be required to be mediated hereunder, whether the Arbitration of Disputes provision is initialed below. Mediation fees, if any, shall be divided equally among the parties involved. If any party commences a court action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, or does not participate in the mediation in a good faith attempt to resolve any claim, dispute or other matter that is the subject of the mediation, then that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- b. **ARBITRATION OF DISPUTES.** The parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge, justice or attorney, experienced with the arbitration of real estate disputes in Sonoma County and with no personal or business relationship with the owners, unless the parties mutually agree to a different arbitrator. The arbitrator shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The following types of disputes are not required to be arbitrated hereunder: (i) Non-judicial or judicial foreclosure, (ii) other actions to enforce a lien, (iii) an action for unlawful detainer, (iv) any probate court or small claims court matter, and (v) the filing or enforcement of a mechanic's lien.

“NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE

Approved:

LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION IS VOLUNTARY.”

“WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION TO NEUTRAL ARBITRATION.”

Landowner Initials

District Initials

12. INDEMNIFICATION: LANDOWNER, ON BEHALF OF ITSELF, ITS HEIRS, GUESTS, AGENTS, CONTRACTORS, SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, SUCCESSORS IN INTEREST, ASSIGNEES, AND BENEFICIARIES, AGREES TO ASSUME ALL RISK OF LOSS OR DAMAGE TO ITS OPERATION ARISING OUT OF OR IN ANY WAY RELATED TO THE AVAILABILITY AND USE OF TERTIARY RECYCLED WATER SUPPLIED BY THE DISTRICT. LANDOWNER FUTURE AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS DISTRICT, ITS OFFICERS, DIRECTORS OFFICIALS, EMPLOYEES, AGENTS, ATTORNEYS, VOLUNTEERS, AND OPERATORS FROM ANY CLAIMS, DAMAGES, COSTS, ATTORNEY’S FEES, OR CAUSES OF ACTION WHICH THEY HAVE OR MAY HAVE IN THE FUTURE, AS A RESULT OF DAMAGES, INJURIES, INCLUDING DEATH, SUSTAINED OR INCURRED BY ANY PARTY RELATED TO USE AND AVAILABILITY OF RECYCLED WATER, FROM WHATEVER CAUSE, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE, BREACH OF CONTRACT, OR WRONGFUL CONDUCT OF THE PARTIES.

13. ENTIRE AGREEMENT. This Agreement integrates all terms and conditions and constitutes the entire agreement between the Parties. Any prior arrangements, agreements, warranties, representations, or undertakings are superseded. No verbal agreements or conversations with any public official or employee of the District, either before or after execution of this Agreement, shall affect or modify any of the terms or obligations contained in this Agreement.

IN WITNESS THEREOF, the Board of Directors of the Forestville Water District approved this Agreement at the November 8, 2022, Board Meeting; and the Parties hereto have executed this Agreement as set forth below. Landowner’s signature verifies that he or she has read, understands, acknowledges, and agrees to all terms of this Agreement as well as regulations pertaining to recycled water as referenced herein.

Recycled Water Agreement
Approved:

LANDOWNER:

By: Chenoweth Vineyards

Name: _____

Sign: _____

Date: _____

FORESTVILLE WATER
DISTRICT

By: Chair, Board of Directors

Name: _____

Sign: _____

Date: _____

By: General Manager, FWD

Name: _____

Sign: _____

Date: _____

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
130-013

104-15

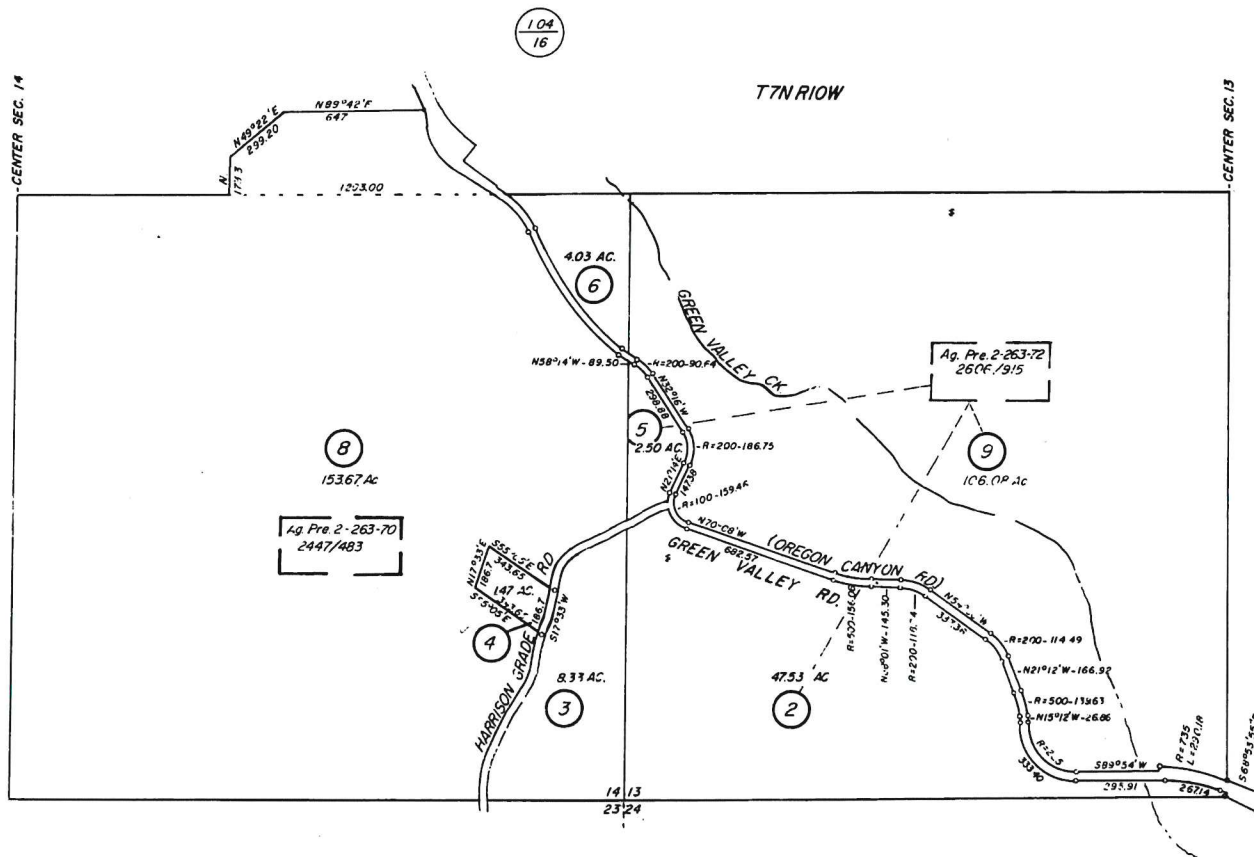


Exhibit A

REVISED

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREON.

Assessor's Map Bk 104 Pg. 15
Sonoma County, Calif.

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
96-039
96-024

75-01

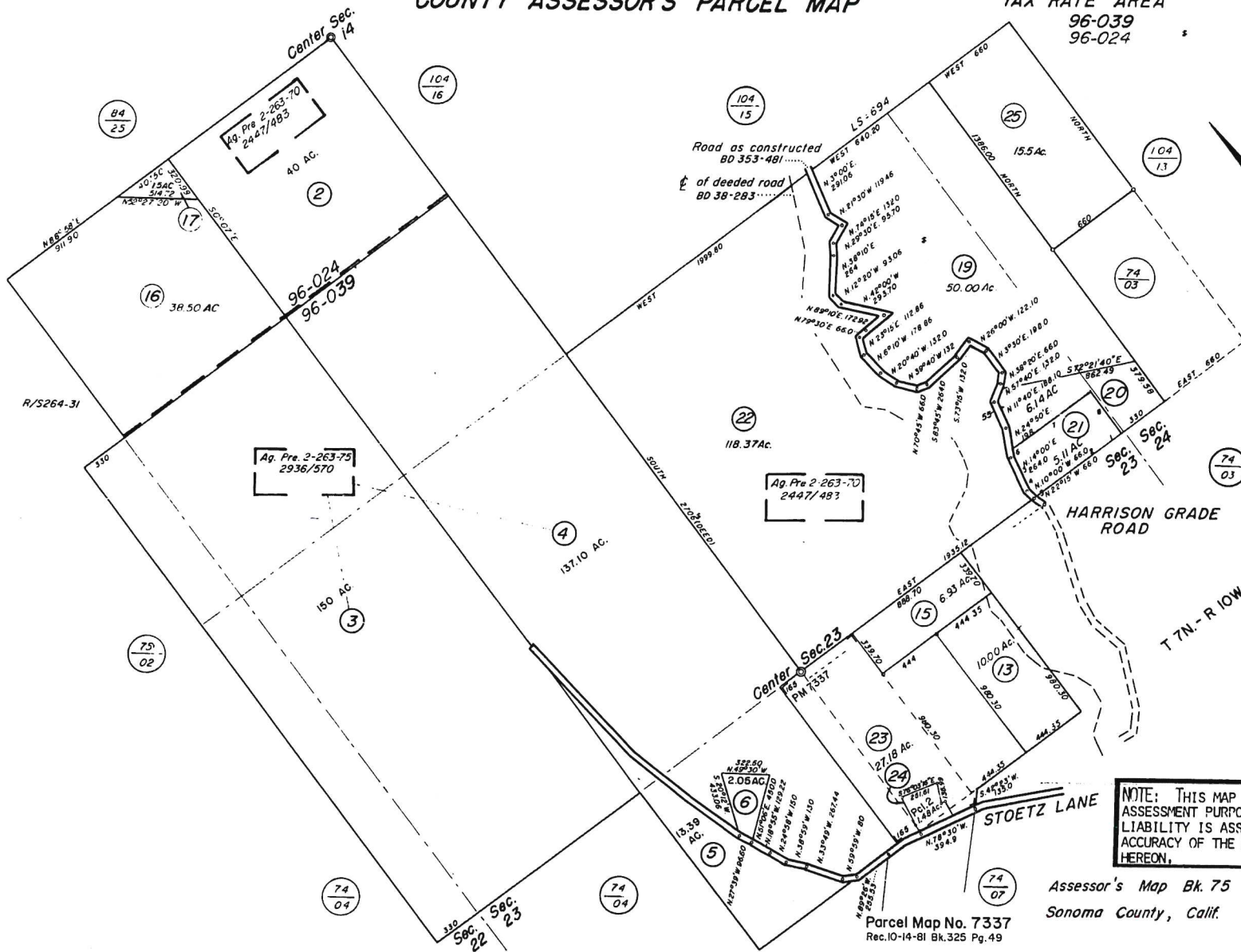


Exhibit A

1 WEST	90.04
2 WEST	221.17
3 N 22° 15' W	70.53
4 N 10° 00' W	61.20
5 N 14° 00' W	71.37
6 N 17° 23' E	170.96
7 EAST	590.16
8 SOUTH	337.95

PARCEL MAP 1407
Bk. 133 Pg. 21

REVISED

1-16-78	= 22
3-17-82	= 24
02-26-88	= 25 PA.
- - -	=
- - -	=

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREON.

Assessor's Map Bk. 75 Pg. 01
Sonoma County, Calif.

Parcel Map No. 7337
Rec. 10-14-81 Bk. 325 Pg. 49

ATTACHMENT B

RECYCLED WATER USE REQUIREMENTS

Recycled water distributed by Forestville-Graton meets the requirements for disinfected tertiary recycled water as defined by California Code of Regulations (CCR) Title 22, Division 4, Chapter 3. Irrigation with recycled water shall be performed in accordance with CCR Title 22. The treatment, storage, distribution, or reuse of recycled water shall not create a nuisance as defined in Section 13050(m) of the California Water Code.

Irrigation Area Requirements

Irrigation area requirements specified in CCR Title 22, Section 60310, which pertain to disinfected tertiary recycled water include, but are not limited to the following:

- No irrigation with disinfected tertiary recycled water shall take place within 50 feet of any domestic water supply well¹.
- No impoundment of disinfected tertiary recycled water shall take place within 100 feet of any domestic water supply well.
- Any use of recycled water shall comply with the following: (1) Any irrigation runoff shall be confined to the recycled water use area unless otherwise authorized by the regulatory agency; (2) Spray, mist, or runoff shall not enter a dwelling or a food handling facility; (3) Drinking water fountains and designated outdoor eating areas shall be protected against contact with recycled water spray, mist, or runoff.
- All areas where recycled water is used and that are accessible to the public shall be posted with conspicuous signs, in a size no less than 4 inches high by 8 inches wide, that include the following wording: "RECYCLED WATER - DO NOT DRINK".
- Except as allowed under Section 7604 of Title 17, no physical connection shall be made or allowed to exist between any recycled water system and any separate system conveying potable water.
- The recycled water system shall not include any hose bibbs. Quick couplers that are different from that used on the potable water system may be used.

Allowable Uses of Recycled Water

Allowable uses of recycled water are specified in CCR Title 22, Section 60303. According to CCR Title 22, disinfected tertiary recycled water can be used for irrigation of the following:

- Food crops where the recycled water comes into contact with the edible portion of the crop. This includes all edible root crops
- Parks and playgrounds
- School yards
- Residential Landscaping
- Unrestricted golf courses.
- Recreational impoundments
- Flushing toilets and urinals
- Decorative fountains
- Commercial laundries
- Any other irrigation use not specified in this section and not prohibited by other sections of the California Water Code.

1. Irrigation with disinfected tertiary recycled water may take place within 50 feet of a domestic supply well if several conditions specified in Title 22 are satisfied.



PO Box 261
 Forestville, CA 95436-0261
 Phone (707) 887-1551 Fax (707) 887-1552
 info@forestvillewd.com

ORDINANCE NO. 76:

Water Rate Increase: + 5%

AN ORDINANCE AMENDING ORDINANCE NO. 31

(AS AMENDED BY ORDINANCES NO. 35, 42, 44, 47, 51, 54, 56, 62, 67, and 72)

**BY ESTABLISHING RATES FOR WATER SERVICE OF THE FORESTVILLE WATER DISTRICT
 EFFECTIVE AS OF JULY 1, 2021**

BE IT ORDAINED by the Board of Directors of Forestville Water District, Sonoma County, California, as follows:

SECTION 1: Section 400 of Article 18 of Ordinance No. 31 (as amended by Ordinances No. 35, 42, 44, 47, 51, 54, 56, 62, 67 and 72) of the Forestville Water District, is hereby amended to read and provide in its entirety as follows:

ARTICLE 18. RATES

400. RATE SCHEDULE. Rates for water service are hereby established as follows:

MINIMUM CHARGE

	Meter Size	Minimum of Gallons to which Customer Will be Entitled at Minimum Charge	Minimum Monthly Charge	Percent of Increase from 7-1-2020
Standard	5/8x3/4 inch	5,000	\$ 40.61	(+5%)
	3/4 inch	6,000	48.73	(+5%)
	1 inch	7,000	56.86	(+5%)
	1 1/2 inch	8,000	64.98	(+5%)
	2 inch	12,000	97.47	(+5%)
	3 inch	20,000	162.44	(+5%)
	4 inch	30,000	243.67	(+5%)

COST OF WATER

Direct User Customer*, per 1,000 gallons: \$8.13

Surplus Water Customer** per 1,000 gallons: \$10.79 (\$53.97 minimum)

* A customer who has paid a connection fee for and receives water directly from the distribution piping system at a property located in the Forestville Water District Service Area.

**Contract water haulers and others who purchase and haul water and do not pay a connection fee in connection with such sales. These are not property-related services under the law, and therefore this rate may be modified, from time, by Board Resolution.

SECTION 2. The rates established by this Ordinance shall be effective as of July 1, 2021.

SECTION 3. This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY AND REGULARLY ADOPTED this 11th day of May, 2021.

FORESTVILLE WATER DISTRICT

BY: Matt McDermott
 Chairman

ATTEST.

[Signature]

Board Clerk

**RECYCLED WATER USE AGREEMENT
BETWEEN THE FORESTVILLE WATER DISTRICT AND LANDOWNER, MARTINELLI
VINEYARDS, AP No.**

I. PARTIES

This Agreement is entered into by and between the FORESTVILLE WATER DISTRICT, a body corporate and politic of the State of California, (“District”) and MARTINELLI VINEYARDS, (collectively “Landowner”).

II. RECITALS

- A.** Landowner owns real property used for agricultural purposes, commonly known as MARTINELLI VINEYARDS, California, AP No. (“Property”). A map depicting the Property is attached hereto as Exhibit “A” which is incorporated herein by reference.
- B.** District is willing to provide, and Landowner consents to accept subject to the conditions set forth herein, tertiary treated recycled water, which is available for Landowner to pick-up at Landowner’s cost at the fill station located at 6194 Forestville Street, Forestville, CA, 95436. Such recycled water shall be used for irrigation, frost control and other agricultural uses on the Property in accordance with this Agreement.
- C.** Landowner shall be responsible for using the recycled water accepted in a proper manner and must comply with all laws pertinent to Landowner’s use of the recycled water, as well as the use restrictions and requirements as set forth in Attachment “B” attached hereto and incorporated herein by reference.
- D.** The parties hereto acknowledge the following: (1) District’s primary function is to provide sewer service, not to provide recycled water for agricultural or any other use; (2) District cannot always assure the availability of recycled water at any given time or sufficient pressure for frost protection; and (3) District is not responsible for any loss or injury to crops resulting from the lack of available recycled water or insufficient water pressure.
- E.** In connection with this Agreement, Landowner may consider constructing a pond for recycled water storage and collection on the Property, and a back-up pumping system as soon as feasibly possible. This will ensure availability of adequate recycled water when needed for frost protection or other agricultural use. The volume of recycled water available for pickup to the Landowner over the course of any given year varies according to weather patterns, water usage within the sewer service area and other factors beyond the control of the District.

III. AGREEMENT

District and Landowner agree that the RECITALS set forth above are true and correct and are made a part of this Agreement, and further agree as follows:

Recycled Water Agreement

Approved:

1. **TERM.** The term of this agreement shall be 1 Year, commencing on October 1, 2022, and terminating on October 1, 2023 (the "Term"). Landowner or District may terminate this Agreement at any time during the Term by giving the other party thirty (30) days advance written notice of termination. Upon termination, any outstanding fees and balances shall become immediately due and owing.
2. **RENEWAL.** This Agreement may be renewed upon expiration of the Term, at the sole discretion of the District. Price of the tertiary recycled water for the next Term will be determined upon renewal.
3. **PRICE.** The price of the tertiary recycled water that is sold by the District, and picked up by landowner, will be double the current recycled water rate. That pricing is established by District Ordinance (currently, it is 40% of the potable water rate), which is attached hereto as Exhibit "C" and incorporated herein by this reference. Landowner's payment for recycled water shall be due within thirty (30) days of receipt of invoice, Landowner shall pay District the sum of money due. The amount due shall be calculated by multiplying the acre-feet of water picked up by Landowner during the previous year by the cost per acre-foot.
4. **SUPPLY.**
 - a. Both parties to this Agreement recognize and agree that availability of recycled water may at any time be impractical or impossible for reasons beyond the control of District. District cannot assure uninterrupted supply of recycled water available to Landowner and District reserves the right to terminate the availability of recycled water to any or all recycled water customers when the supply is insufficient to meet the requirements for each user, or for any other reason which jeopardizes the primary purpose of the District, as determined in District's sole discretion.
 - b. Other than in an emergency, District will attempt to give reasonable notice of any reduction, interruption, or cessation of the supply of recycled water to cause as minimal disturbance as possible to the Landowner and Landowner's irrigation needs. However, District makes no guarantee that it will minimize or prevent any such disturbances.
 - c. Landowner shall coordinate with District's Operations and Maintenance Division at (707) 887-1551 regarding all recycled water pickup and service of District equipment.
5. **RESALE/ASSIGNMENT.** Landowner may not sell, donate, assign or provide the recycled water to any other person, entity, or property without the express written consent of the District.
6. **COMPLIANCE WITH LAW.**
 - a. Landowner agrees to use the recycled water supplied under this Agreement in such a manner that is compatible with good farming practices and in compliance with all applicable laws. Landowner shall not allow the recycled water to be used in violation of any law, ordinance, or provision of (a) the National Pollutant Discharge Elimination System (NPDES) Permits; (b) the Forestville Water District Rules and Regulations for

Recycled Water Agreement

Approved:

Use of Recycled Water; (c) Waste Discharge Requirements and Master Reclamation Permit Order Nol. R1-2012-0012; or other regulation now in effect or hereafter enacted or adopted. Landowner's attention is directed to the regulations contained in the California Code of Regulations, Titles 17 and 22 regarding the design, construction, maintenance and testing requirements for recycled water systems, and the permitted uses thereof. District shall provide Landowner with copies of Titles 17 and 22 on or before the commencement date of the Term. Landowner agrees to comply with all applicable provisions therein including, but not limited to, the requirement that District train their customers in the proper use of recycled water. District will provide 30 days written notice prior to such training.

- b. If Landowner does not comply with laws, ordinances, or regulations governing the use of recycled water, District may immediately stop recycled water availability. District shall notify Landowner of such infraction in writing. If Landowner does not cure the infraction within two (2) business days after delivery of the notice, District may immediately terminate this Agreement.
- c. Landowner also agrees that this Agreement is subject to the District's Ordinances, rules and practices, as are adopted and published from time to time, including without limitation, Ordinance 39. The initial price set for the recycled water is defined in Paragraph 3 of this Agreement, and may hereafter be amended, from time to time, by amendments to said Ordinance 39. Landowner agrees to abide by such Ordinances, rules and practices, as they apply to its use of recycled water supplied by the District.

7. **METHOD AND PLACE OF GIVING NOTICE AND MAKING PAYMENTS.** All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail shall be addressed as follows:

District: Forestville Water District
P.O. Box 261
Forestville, CA 95436-0261

Landowner: Martinelli Vineyards

- 8. **CHANGE IN OWNERSHIP.** Should a change of ownership (by sale, death, assignment or otherwise) occur, Landowner's successor(s) in interest must enter into a new Agreement with the District for recycled water. The District does not guarantee that it will enter into such an agreement upon change of ownership in the Property. **This Agreement is NOT assignable to a new owner.**
- 9. **LIMITED RIGHTS.** This Agreement does not create any entitlement to water service or any other right or interest under California and/or Federal laws, nor does it create any right or interest which attaches to the Property.
- 10. **NO THIRD-PARTY BENEFICIARIES.** The Parties expressly acknowledge that it is not their intent to create in any other individual or entity the status of third-party beneficiary, and

Approved:

this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties to this Agreement. The Parties intend and expressly agree that only the parties to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of the performance or failure to perform any term or condition of this Agreement, or to bring an action for breach of this Agreement.

11. MEDIATION OF DISPUTE/ ARBITRATION.

- a. **MEDIATION.** The parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action, provided that the disputes that are listed below as not being required to be arbitrated hereunder shall not be required to be mediated hereunder, whether the Arbitration of Disputes provision is initialed below. Mediation fees, if any, shall be divided equally among the parties involved. If any party commences a court action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, or does not participate in the mediation in a good faith attempt to resolve any claim, dispute or other matter that is the subject of the mediation, then that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

- b. **ARBITRATION OF DISPUTES.** The parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge, justice or attorney, experienced with the arbitration of real estate disputes in Sonoma County and with no personal or business relationship with the owners, unless the parties mutually agree to a different arbitrator. The arbitrator shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The following types of disputes are not required to be arbitrated hereunder: (i) Non-judicial or judicial foreclosure, (ii) other actions to enforce a lien, (iii) an action for unlawful detainer, (iv) any probate court or small claims court matter, and (v) the filing or enforcement of a mechanic's lien.

“NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN

Approved:

THE ‘ARBITRATION OF DISPUTES’ PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION IS VOLUNTARY.”

“WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION TO NEUTRAL ARBITRATION.”

Landowner Initials

District Initials

12. INDEMNIFICATION: LANDOWNER, ON BEHALF OF ITSELF, ITS HEIRS, GUESTS, AGENTS, CONTRACTORS, SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, SUCCESSORS IN INTEREST, ASSIGNEES, AND BENEFICIARIES, AGREES TO ASSUME ALL RISK OF LOSS OR DAMAGE TO ITS OPERATION ARISING OUT OF OR IN ANY WAY RELATED TO THE AVAILABILITY AND USE OF TERTIARY RECYCLED WATER SUPPLIED BY THE DISTRICT. LANDOWNER FUTURE AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS DISTRICT, ITS OFFICERS, DIRECTORS OFFICIALS, EMPLOYEES, AGENTS, ATTORNEYS, VOLUNTEERS, AND OPERATORS FROM ANY CLAIMS, DAMAGES, COSTS, ATTORNEY’S FEES, OR CAUSES OF ACTION WHICH THEY HAVE OR MAY HAVE IN THE FUTURE, AS A RESULT OF DAMAGES, INJURIES, INCLUDING DEATH, SUSTAINED OR INCURRED BY ANY PARTY RELATED TO USE AND AVAILABILITY OF RECYCLED WATER, FROM WHATEVER CAUSE, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE, BREACH OF CONTRACT, OR WRONGFUL CONDUCT OF THE PARTIES.

13. ENTIRE AGREEMENT. This Agreement integrates all terms and conditions and constitutes the entire agreement between the Parties. Any prior arrangements, agreements, warranties, representations, or undertakings are superseded. No verbal agreements or conversations with any public official or employee of the District, either before or after execution of this Agreement, shall affect or modify any of the terms or obligations contained in this Agreement.

IN WITNESS THEREOF, the Board of Directors of the Forestville Water District approved this Agreement at the November 8, 2022, Board Meeting; and the Parties hereto have executed this Agreement as set forth below. Landowner’s signature verifies that he or she has read, understands, acknowledges, and agrees to all terms of this Agreement as well as regulations pertaining to recycled water as referenced herein.

Recycled Water Agreement
Approved:

LANDOWNER:

By: Martinelli Vineyards

Name: _____

Sign: _____

Date: _____

FORESTVILLE WATER
DISTRICT

By: Chair, Board of Directors

Name: _____

Sign: _____

Date: _____

By: General Manager, FWD

Name: _____

Sign: _____

Date: _____

ATTACHMENT B

RECYCLED WATER USE REQUIREMENTS

Recycled water distributed by Forestville-Graton meets the requirements for disinfected tertiary recycled water as defined by California Code of Regulations (CCR) Title 22, Division 4, Chapter 3. Irrigation with recycled water shall be performed in accordance with CCR Title 22. The treatment, storage, distribution, or reuse of recycled water shall not create a nuisance as defined in Section 13050(m) of the California Water Code.

Irrigation Area Requirements

Irrigation area requirements specified in CCR Title 22, Section 60310, which pertain to disinfected tertiary recycled water include, but are not limited to the following:

- No irrigation with disinfected tertiary recycled water shall take place within 50 feet of any domestic water supply well¹.
- No impoundment of disinfected tertiary recycled water shall take place within 100 feet of any domestic water supply well.
- Any use of recycled water shall comply with the following: (1) Any irrigation runoff shall be confined to the recycled water use area unless otherwise authorized by the regulatory agency; (2) Spray, mist, or runoff shall not enter a dwelling or a food handling facility; (3) Drinking water fountains and designated outdoor eating areas shall be protected against contact with recycled water spray, mist, or runoff.
- All areas where recycled water is used and that are accessible to the public shall be posted with conspicuous signs, in a size no less than 4 inches high by 8 inches wide, that include the following wording: "RECYCLED WATER - DO NOT DRINK".
- Except as allowed under Section 7604 of Title 17, no physical connection shall be made or allowed to exist between any recycled water system and any separate system conveying potable water.
- The recycled water system shall not include any hose bibbs. Quick couplers that are different from that used on the potable water system may be used.

Allowable Uses of Recycled Water

Allowable uses of recycled water are specified in CCR Title 22, Section 60303. According to CCR Title 22, disinfected tertiary recycled water can be used for irrigation of the following:

- Food crops where the recycled water comes into contact with the edible portion of the crop. This includes all edible root crops
- Parks and playgrounds
- School yards
- Residential Landscaping
- Unrestricted golf courses
- Recreational impoundments
- Flushing toilets and urinals
- Decorative fountains
- Commercial laundries
- Any other irrigation use not specified in this section and not prohibited by other sections of the California Water Code.

1. Irrigation with disinfected tertiary recycled water may take place within 50 feet of a domestic supply well if several conditions specified in Title 22 are satisfied.



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ORDINANCE NO. 76:

Water Rate Increase: + 5%

AN ORDINANCE AMENDING ORDINANCE NO. 31

(AS AMENDED BY ORDINANCES NO. 35, 42, 44, 47, 51, 54, 56, 62, 67, and 72)

BY ESTABLISHING RATES FOR WATER SERVICE OF THE FORESTVILLE WATER DISTRICT

EFFECTIVE AS OF JULY 1, 2021

BE IT ORDAINED by the Board of Directors of Forestville Water District, Sonoma County, California, as follows:

SECTION 1: Section 400 of Article 18 of Ordinance No. 31 (as amended by Ordinances No. 35, 42, 44, 47, 51, 54, 56, 62, 67 and 72) of the Forestville Water District, is hereby amended to read and provide in its entirety as follows:

ARTICLE 18. RATES

400. **RATE SCHEDULE.** Rates for water service are hereby established as follows:

MINIMUM CHARGE

	<u>Meter Size</u>	<u>Minimum of Gallons to which Customer Will be Entitled at Minimum Charge</u>	<u>Minimum Monthly Charge</u>	<u>Percent of Increase from 7-1-2020</u>
Standard	5/8x3/4 inch	5,000	\$ 40.61	(+5%)
	3/4 inch	6,000	48.73	(+5%)
	1 inch	7,000	56.86	(+5%)
	1 1/2 inch	8,000	64.98	(+5%)
	2 inch	12,000	97.47	(+5%)
	3 inch	20,000	162.44	(+5%)
	4 inch	30,000	243.67	(+5%)

COST OF WATER

Direct User Customer*, per 1,000 gallons: \$8.13
 Surplus Water Customer** per 1,000 gallons: \$10.79 (\$53.97 minimum)

* A customer who has paid a connection fee for and receives water directly from the distribution piping system at a property located in the Forestville Water District Service Area.

**Contract water haulers and others who purchase and haul water and do not pay a connection fee in connection with such sales. These are not property-related services under the law, and therefore this rate may be modified, from time, by Board Resolution.

SECTION 2. The rates established by this Ordinance shall be effective as of July 1, 2021.

SECTION 3. This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY AND REGULARLY ADOPTED this 11th day of May, 2021.

FORESTVILLE WATER DISTRICT

BY: Matt McDermott
 Chairman

ATTEST.

[Signature]

Board Clerk

**RECYCLED WATER USE AGREEMENT
BETWEEN THE FORESTVILLE WATER DISTRICT AND SONOMA COUNTY WATER
AGENCY**

I. PARTIES

This Agreement is entered into by and between the FORESTVILLE WATER DISTRICT, a body corporate and politic of the State of California, (“District”) and SONOMA COUNTY WATER AGENCY, (collectively “Purchaser”).

II. RECITALS

- A. Purchaser is a department of the County of Sonoma with the primary purpose of providing water and maintaining water delivery infrastructure.
- B. District is willing to provide, and Purchaser consents to accept subject to the conditions set forth herein, tertiary treated recycled water, which is available for Purchaser to pick-up at Purchaser’s cost at the fill station located at 6194 Forestville Street, Forestville, CA, 95436. Such recycled water shall be used for any construction uses on the Property in accordance with this Agreement.
- C. Purchaser plans to use the recycled water acquired under this Agreement in connection with its construction and vactoring projects.
- D. Purchaser shall be responsible for using the recycled water accepted in a proper manner and must comply with all laws pertinent to Purchaser’s use of the recycled water, as well as the use restrictions and requirements as set forth in Attachment “B” attached hereto and incorporated herein by reference.
- E. The parties hereto acknowledge the following: (1) District’s primary function is to provide sewer service, not to provide recycled water for agriculture, construction or any other use.
The volume of recycled water available for pickup to the Purchaser over the course of any given year varies according to weather patterns, water usage within the sewer service area and other factors beyond the control of the District.

III. AGREEMENT

District and Purchaser agree that the RECITALS set forth above are true and correct and are made a part of this Agreement, and further agree as follows:

1. **TERM.** The term of this agreement shall be 1 Year, commencing on October 1, 2022, and terminating on October 1, 2023 (the “Term”). Purchaser or District may terminate this Agreement at any time during the Term by giving the other party thirty (30) days advance written notice of termination. Upon termination, any outstanding fees and balances shall become immediately due and owing.

Recycled Water Agreement

Approved:

2. **RENEWAL.** This Agreement may be renewed upon expiration of the Term, at the sole discretion of the District. Price of the tertiary recycled water for the next Term will be determined upon renewal.
3. **PRICE.** The price of the tertiary recycled water that is sold by the District, and picked up by Purchaser, will be double the current recycled water rate. That pricing is established by District Ordinance (currently, it is 40% of the potable water rate), which is attached hereto as Exhibit "C" and incorporated herein by this reference. Purchaser's payment for recycled water shall be due within thirty (30) days of receipt of invoice, Purchaser shall pay District the sum of money due. The amount due shall be calculated by multiplying the acre-feet of water picked up by Purchaser during the previous year by the cost per acre-foot.
4. **SUPPLY.**
 - a. Both parties to this Agreement recognize and agree that availability of recycled water may at any time be impractical or impossible for reasons beyond the control of District. District cannot assure uninterrupted supply of recycled water available to Purchaser and District reserves the right to terminate the availability of recycled water to any or all recycled water customers when the supply is insufficient to meet the requirements for each user, or for any other reason which jeopardizes the primary purpose of the District, as determined in District's sole discretion.
 - b. Other than in an emergency, District will attempt to give reasonable notice of any reduction, interruption, or cessation of the supply of recycled water to cause as minimal disturbance as possible to the Purchaser and Purchaser's needs. However, District makes no guarantee that it will minimize or prevent any such disturbances.
 - c. Purchaser shall coordinate with District's Operations and Maintenance Division at (707) 887-1551 regarding all recycled water pickup and service of District equipment.
5. **RESALE/ASSIGNMENT.** Purchaser may not sell, donate, assign or provide the recycled water to any other person, entity, or property without the express written consent of the District.
6. **COMPLIANCE WITH LAW.**
 - a. Purchaser agrees to use the recycled water supplied under this Agreement in such a manner that is compatible with good practices and in compliance with all applicable laws. Purchaser shall not allow the recycled water to be used in violation of any law, ordinance, or provision of (a) the National Pollutant Discharge Elimination System (NPDES) Permits; (b) the Forestville Water District Rules and Regulations for Use of Recycled Water; (c) Waste Discharge Requirements and Master Reclamation Permit Order Nol. R1-2012-0012; or other regulation now in effect or hereafter enacted or adopted. Purchaser's attention is directed to the regulations contained in the California Code of Regulations, Titles 17 and 22 regarding the design, construction, maintenance and testing requirements for recycled water systems, and the permitted uses thereof. District shall provide Purchaser with copies of Titles 17 and 22 on or before the commencement date of the Term. Purchaser agrees to comply with all applicable

Recycled Water Agreement

Approved:

provisions therein including, but not limited to, the requirement that District train their customers in the proper use of recycled water. District will provide 30 days written notice prior to such training.

- b. If Purchaser does not comply with laws, ordinances, or regulations governing the use of recycled water, District may immediately stop recycled water availability. District shall notify Purchaser of such infraction in writing. If Purchaser does not cure the infraction within two (2) business days after delivery of the notice, District may immediately terminate this Agreement.
- c. Purchaser also agrees that this Agreement is subject to the District's Ordinances, rules and practices, as are adopted and published from time to time, including without limitation, Ordinance 39. The initial price set for the recycled water is defined in Paragraph 3 of this Agreement, and may hereafter be amended, from time to time, by amendments to said Ordinance 39. Purchaser agrees to abide by such Ordinances, rules and practices, as they apply to its use of recycled water supplied by the District.

7. **METHOD AND PLACE OF GIVING NOTICE AND MAKING PAYMENTS.** All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail shall be addressed as follows:

District: Forestville Water District
P.O. Box 261
Forestville, CA 95436-0261

Purchaser: Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa CA, 95403

- 8. **CHANGE IN OWNERSHIP.** Should a change of ownership (by sale, death, assignment or otherwise) occur, Purchaser's successor(s) in interest must enter into a new Agreement with the District for recycled water. The District does not guarantee that it will enter into such an agreement upon change of ownership in the Property. **This Agreement is NOT assignable to a new owner.**
- 9. **LIMITED RIGHTS.** This Agreement does not create any entitlement to water service or any other right or interest under California and/or Federal laws, nor does it create any right or interest which attaches to the Property.
- 10. **NO THIRD-PARTY BENEFICIARIES.** The Parties expressly acknowledge that it is not their intent to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties to this Agreement. The Parties intend and expressly agree that only the parties to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of the performance or failure to

Approved:

perform any term or condition of this Agreement, or to bring an action for breach of this Agreement.

11. MEDIATION OF DISPUTE/ ARBITRATION.

- a. **MEDIATION.** The parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action, provided that the disputes that are listed below as not being required to be arbitrated hereunder shall not be required to be mediated hereunder, whether the Arbitration of Disputes provision is initialed below. Mediation fees, if any, shall be divided equally among the parties involved. If any party commences a court action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, or does not participate in the mediation in a good faith attempt to resolve any claim, dispute or other matter that is the subject of the mediation, then that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- b. **ARBITRATION OF DISPUTES.** The parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge, justice or attorney, experienced with the arbitration of real estate disputes in Sonoma County and with no personal or business relationship with the owners, unless the parties mutually agree to a different arbitrator. The arbitrator shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The following types of disputes are not required to be arbitrated hereunder: (i) Non-judicial or judicial foreclosure, (ii) other actions to enforce a lien, (iii) an action for unlawful detainer, (iv) any probate court or small claims court matter, and (v) the filing or enforcement of a mechanic's lien.

“NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION IS VOLUNTARY.”

“WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION TO NEUTRAL ARBITRATION.”

Purchaser Initials

District Initials

- 12. INDEMNIFICATION:** PURCHASER, ON BEHALF OF ITSELF, ITS HEIRS, GUESTS, AGENTS, CONTRACTORS, SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, SUCCESSORS IN INTEREST, ASSIGNEES, AND BENEFICIARIES, AGREES TO ASSUME ALL RISK OF LOSS OR DAMAGE TO ITS OPERATION ARISING OUT OF OR IN ANY WAY RELATED TO THE AVAILABILITY AND USE OF TERTIARY RECYCLED WATER SUPPLIED BY THE DISTRICT. PURCHASER FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS DISTRICT, ITS OFFICERS, DIRECTORS OFFICIALS, EMPLOYEES, AGENTS, ATTORNEYS, VOLUNTEERS, AND OPERATORS FROM ANY CLAIMS, DAMAGES, COSTS, ATTORNEY’S FEES, OR CAUSES OF ACTION WHICH THEY HAVE OR MAY HAVE IN THE FUTURE, AS A RESULT OF DAMAGES, INJURIES, INCLUDING DEATH, SUSTAINED OR INCURRED BY ANY PARTY RELATED TO USE AND AVAILABILITY OF RECYCLED WATER, FROM WHATEVER CAUSE, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE, BREACH OF CONTRACT, OR WRONGFUL CONDUCT OF THE PARTIES.
- 13. ENTIRE AGREEMENT.** This Agreement integrates all terms and conditions and constitutes the entire agreement between the Parties. Any prior arrangements, agreements, warranties, representations, or undertakings are superseded. No verbal agreements or conversations with any public official or employee of the District, either before or after execution of this Agreement, shall affect or modify any of the terms or obligations contained in this Agreement.

IN WITNESS THEREOF, the Board of Directors of the Forestville Water District approved this Agreement at the November 8, 2022, Board Meeting; and the Parties hereto have executed this Agreement as set forth below. Purchaser’s signature verifies that he or she has read, understands, acknowledges, and agrees to all terms of this Agreement as well as regulations pertaining to recycled water as referenced herein.

Recycled Water Agreement

Approved:

PURCHASER:

By: Sonoma County Water Agency

Name: _____

Sign: _____

Date: _____

FORESTVILLE WATER
DISTRICT

By: Chair, Board of Directors

Name: _____

Sign: _____

Date: _____

By: General Manager, FWD

Name: _____

Sign: _____

Date: _____

ATTACHMENT B
RECYCLED WATER USE REQUIREMENTS

Recycled water distributed by Forestville-Graton meets the requirements for disinfected tertiary recycled water as defined by California Code of Regulations (CCR) Title 22, Division 4, Chapter 3. Irrigation with recycled water shall be performed in accordance with CCR Title 22. The treatment, storage, distribution, or reuse of recycled water shall not create a nuisance as defined in Section 13050(m) of the California Water Code.

Irrigation Area Requirements

Irrigation area requirements specified in CCR Title 22, Section 60310, which pertain to disinfected tertiary recycled water include, but are not limited to the following:

- No irrigation with disinfected tertiary recycled water shall take place within 50 feet of any domestic water supply well¹.
- No impoundment of disinfected tertiary recycled water shall take place within 100 feet of any domestic water supply well.
- Any use of recycled water shall comply with the following: (1) Any irrigation runoff shall be confined to the recycled water use area unless otherwise authorized by the regulatory agency; (2) Spray, mist, or runoff shall not enter a dwelling or a food handling facility; (3) Drinking water fountains and designated outdoor eating areas shall be protected against contact with recycled water spray, mist, or runoff.
- All areas where recycled water is used and that are accessible to the public shall be posted with conspicuous signs, in a size no less than 4 inches high by 8 inches wide, that include the following wording: "RECYCLED WATER - DO NOT DRINK".
- Except as allowed under Section 7604 of Title 17, no physical connection shall be made or allowed to exist between any recycled water system and any separate system conveying potable water.
- The recycled water system shall not include any hose bibbs. Quick couplers that are different from that used on the potable water system may be used.

Allowable Uses of Recycled Water

Allowable uses of recycled water are specified in CCR Title 22, Section 60303. According to CCR Title 22, disinfected tertiary recycled water can be used for irrigation of the following:

- Food crops where the recycled water comes into contact with the edible portion of the crop. This includes all edible root crops
- Parks and playgrounds
- School yards
- Residential Landscaping
- Unrestricted golf courses
- Recreational impoundments
- Flushing toilets and urinals
- Decorative fountains
- Commercial laundries
- Any other irrigation use not specified in this section and not prohibited by other sections of the California Water Code.

1. Irrigation with disinfected tertiary recycled water may take place within 50 feet of a domestic supply well if several conditions specified in Title 22 are satisfied.



PO Box 261
 Forestville, CA 95436-0261
 Phone (707) 887-1551 Fax (707) 887-1552
 info@forestvillewd.com

ORDINANCE NO. 76:

Water Rate Increase: + 5%

AN ORDINANCE AMENDING ORDINANCE NO. 31

(AS AMENDED BY ORDINANCES NO. 35, 42, 44, 47, 51, 54, 56, 62, 67, and 72)

BY ESTABLISHING RATES FOR WATER SERVICE OF THE FORESTVILLE WATER DISTRICT

EFFECTIVE AS OF JULY 1, 2021

BE IT ORDAINED by the Board of Directors of Forestville Water District, Sonoma County, California, as follows:

SECTION 1: Section 400 of Article 18 of Ordinance No. 31 (as amended by Ordinances No. 35, 42, 44, 47, 51, 54, 56, 62, 67 and 72) of the Forestville Water District, is hereby amended to read and provide in its entirety as follows:

ARTICLE 18. RATES

400. **RATE SCHEDULE.** Rates for water service are hereby established as follows:

MINIMUM CHARGE

	<u>Meter Size</u>	<u>Minimum of Gallons to which Customer Will be Entitled at Minimum Charge</u>	<u>Minimum Monthly Charge</u>	<u>Percent of Increase from 7-1-2020</u>
Standard	5/8x3/4 inch	5,000	\$ 40.61	(+5%)
	3/4 inch	6,000	48.73	(+5%)
	1 inch	7,000	56.86	(+5%)
	1 1/2 inch	8,000	64.98	(+5%)
	2 inch	12,000	97.47	(+5%)
	3 inch	20,000	162.44	(+5%)
	4 inch	30,000	243.67	(+5%)

COST OF WATER

Direct User Customer*, per 1,000 gallons: \$8.13
 Surplus Water Customer** per 1,000 gallons: \$10.79 (\$53.97 minimum)

* A customer who has paid a connection fee for and receives water directly from the distribution piping system at a property located in the Forestville Water District Service Area.

**Contract water haulers and others who purchase and haul water and do not pay a connection fee in connection with such sales. These are not property-related services under the law, and therefore this rate may be modified, from time, by Board Resolution.

SECTION 2. The rates established by this Ordinance shall be effective as of July 1, 2021.

SECTION 3. This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY AND REGULARLY ADOPTED this 11th day of May, 2021.

FORESTVILLE WATER DISTRICT

BY: Matt McDermott
 Chairman

ATTEST.

[Signature]

Board Clerk

Agenda Item:

WATER CONSERVATION

Summary:

November 8, 2022:

Water Conservation Efforts - GM Lopes will provide an update on the recent water conservation statistics for the District along with recent State Water Board regulation (alert included). The Water Conservation Subcommittee will brief the board and discuss the two (2) attached articles - ACWA (Stuart) & Press Democrat (Griffith)

Rainwater Capture Program - The Water Conservation Subcommittee will discuss the mailer insert for the Rainwater Capture program (mock-up attached) to be included in the Nov/Dec '22 billing.

Historical:

October 11, 2022:

Water Conservation Efforts - GM Lopes will provide an update on the recent water conservation statistics for the District.

Rainwater Capture Program - The Water Conservation Subcommittee will update the board on the program. They will also discuss further actions the District may consider for encouraging continued conservation during the Fall & Winter seasons, along with prospective outreach to the customers.

(PD articles on the drought and an example from the City of Santa Rosa's newsletter included)

September 13, 2022:

Water Conservation Efforts - GM Lopes will provide an update of the recent water conservation statistics for the District along with articles and alerts for the State. (6 articles/alerts included)

Rainwater Capture Program - Noelle Johnson/Gold Ridge RCD (copy of email included) will provide an overview to the Board of the options of FWD participating in a rebate program. Director Griffith will share the rainwater capture system he installed at his home (pictures included).

August 9, 2022:

MOTION made by Director Stuart, seconded by Director Aldridge, and passed 5-0-0 to approve combining action item "Rebate Program" with "Water Conservation" action item.

GM Lopes will update the recent water conservation statistics and discuss the two Press Democrat articles on Windsor's Recycle Water Program for Residence (articles included).

Rainwater Capture - Director Griffith will brief the board on a rebate program for rainwater capture.

July 12, 2022:

GM Lopes will illustrate the comparative results from the past two (2) years and brief the Board on Sonoma Water's allocations (response to SB 552) for July 1 through October 31, 2022.

Rainwater Capture - Director Griffith to inquire if Daily Acts could present at the August regular board meeting.

June 14, 2022:

GM will update the Board.

Copies (eight (8) pieces) of articles and alerts on the drought and conservation efforts included.

May 10, 2022:

GM Lopes attended the Water Advisory Committee meeting on 5/2/22 to listen in on the water drought updates. Sonoma Water using a new slogan, "Drought is still here..."



Statistics & graphs from the Water Advisory Committee meeting included.

April 12, 2022:

GM Lopes provided current usage and shared ACWA Advisory on the expansion of the Governor's Conservation Executive Order. No action taken by the Board.

Subcommittee: Directors Griffith & Stuart

Potential Board Actions:

1. Approve mailer insert as presented
2. Approve mailer insert with changes
3. Review, discuss and/or give further instructions to the FWD Staff.

Staff Recommendation: None

Report created by: Dawn Leith, Board Clerk



cc: Nov. 8, 2022
Board Packet
ASR "Q"

ACWA ADVISORY

REGULATORY | WATER LOSS
Oct. 19, 2022

State Water Board Adopts Water Loss Regulation

The State Water Resources Control Board today adopted the Water Loss Performance Standards for Urban Retail Water Suppliers regulation. The regulation, required by SB 555 (Wolk 2015), is the State Water Board's first adopted water use efficiency standard as part of a water budget-based approach for "Making Water Conservation a California Way of Life."

The regulation will require urban water suppliers to comply with an individualized volumetric water loss standard based on real loss by 2028. The volumetric standard is calculated using an economic model developed by the State Water Board as well as the suppliers' own unique data.

Default parameters in the economic model can be updated until July 1, 2023 to include supplier-specific information. **ACWA is encouraging suppliers to review their individual systems' water loss standards and submit agency specific inputs to the State Water Board as soon as possible.** The State Water Board has provided a [guidance document](#) to aid suppliers updating their default parameters. More information on the regulation is available on the State Water Board's [website](#).

Through a coalition that includes the California Municipal Utilities Association, California Water Association, and CA-NV Section American Water Works Association, ACWA and its member agencies have worked collaboratively with the State Water Board to successfully advocate for significant policy and technical improvements in the final regulation that promote cost-effective and feasible standards.

Background

As part of the state's implementation of "Making Water Conservation a California Way of Life," the Department of Water Resources (DWR) in September released a [memo](#) that

included recommendations for an outdoor water use efficiency standard, variances for unique water uses, bonus incentives for potable reuse, and CII best management practices.

The State Water Board will evaluate DWR's recommendations through a formal rulemaking process to adopt water use objectives for urban retail suppliers, which will include additional analysis, engagement, and opportunity for public comment. The water use objectives are expected go into effect by Jan. 1, 2024.

Also related, Gov. Gavin Newsom last month signed SB 1157 (Herzberg) into law. The bill reduces the standard for indoor residential water use to 47 gallons per capita daily (gpcd) by 2025 and 42 gpcd by 2030.

Questions

For questions about the adopted regulation, please contact ACWA Regulatory Relations Manager [Chelsea Haines](#).

RAINWATER CATCHMENT REBATE AND ASSISTANCE NOW AVAILABLE FOR SMALL AND LARGE SYSTEMS!

Rainwater catchment can be a simple way to re-use a free resource and offset your landscape watering. Now, you can qualify for design assistance and \$0.50 per gallon when you install a small or large rain catchment system



Apply for the rebate and learn how to qualify for assistance by scanning the QR code or by visiting: https://www.savingwaterpartnership.org/programs_list/sonoma-county-rainwater-harvesting/



In Partnership with:



IRWD Receives \$12 Million for Reservoir Improvement

In the context of climate change and historic droughts in California, U.S. Secretary of the Interior Deb Haaland recently announced \$12.2 million in funding for Irvine Ranch Water District's (IRWD) Syphon Reservoir Improvement Project.

The Bureau of Reclamation grant will support a ten-fold expansion of the reservoir north of Irvine, enabling it to store more than 5,000 acre-feet of recycled water for landscape irrigation and other uses.

IRWD's nationally acclaimed recycled water system already accounts for 28% of the water the district delivers. It is one of the reasons IRWD only imports 18% of its water from Northern California and out of state. But the Syphon Reservoir expansion will be a significant enhancement.

"Right now, we cannot store all the recycled water we produce in winter," IRWD General Manager Paul Cook explained in an IRWD news release. "The Syphon Reservoir project will give us the capacity to store all the recycled water we produce — so it's not wasted — and so we have plenty to draw from in summer when demand is high."

Recycled water is drought-proof, because it is made from water that goes down the drain in customers' homes. The water undergoes a multi-step treatment process at IRWD's recycling plants.

Recycled water is not for drinking, but it is vital to the community's water efficiency



Photo courtesy of IRWD

because it is reliable, cost effective, and helps keep water bills low. Almost all the public and commercial landscape in IRWD's service area — including parks, medians, college campuses, homeowners association properties, and golf courses — is irrigated with recycled water. It's also used for cooling towers and for concrete production, composting and dust control on construction sites.

And every gallon of recycled water saves a gallon of drinking water.

Haaland and Bureau of Reclamation Commissioner Camille Calimlim Touton announced the Syphon Reservoir Improvement Project grant at an Aug. 18 news conference on the construction site of a new IRWD recycled water

pumping station in Irvine. The Syphon funding is part of \$310 million in WaterSMART Water Recycling and Reuse grants announced as part of President Joe Biden's Bipartisan Infrastructure Law.

"It will take all of us, working together, to address the significant drought conditions and historically low water allocations we face," Haaland stated in the release, praising the Syphon Reservoir project, which is scheduled to be completed in 2028. "Recycled water projects like this provide flexibility for communities and help them stretch their drinking water supplies — bolstering water resources and helping to provide clean, reliable drinking water to people throughout the U.S." ♦

The Syphon Reservoir project will give us the capacity to store all the recycled water we produce – so it's not wasted – and so we have plenty to draw from in summer when demand is high. – IRWD General Manager Paul Cook

Third year of La Niña on tap

WINTER WEATHER »

Dryness in forecast for season, official says

By

MARY CALLAHAN

THE PRESS DEMOCRAT

The National Weather Service Climate Prediction Center issued its official winter outlook Thursday, and, as expected, a third year of La Niña appear to be on tap.

That means continued, deepening drought likely

in Southern California and the southwestern United States, even expanding across the southern states into the Gulf Coast and much of the Southeast, meteorologists say. But while La Niña atmospheric conditions have meant major drought for Sonoma County and the Bay Area since 2020, its impact on the region in the coming months remains unclear — an acknowledged frustration for those seeking greater certainty.

Positioned between the Pacific Northwest, where wetter than normal conditions are anticipated, and the southwest, where drought is expected to dominate, most of Northern California has equal chances of falling into either camp or something closer to average, said Jon Gottschalk, chief of the Climate Prediction Center's Operational Prediction Branch, who spoke during a virtual news conference Thursday.

"You could almost describe it as a flip of a coin," Sonoma Water General Manager Grant Davis said in a separate interview.

The same is true across a large band of the United States, including most of Nevada, Utah,

WEATHER

CONTINUED FROM A1

Colorado, Nebraska, Iowa and Missouri, which are among the states that have "equal chances for below, near or above average precipitation," Gottschalk told reporters.

The stretch of coastline from the Bay Area to southern Oregon has especially high variability, Gottschalk said. Rainfall is more often determined by sub-seasonal climate events like atmospheric rivers or areas of high pressure that last three weeks, rather than some longer term pattern like La Niña.

And if a high-pressure ridge should set up, a subtle shift in the ridge or a low-pressure trough could mean a significant change in whether rain drenches a large chunk of California or it stays dry, he said.

It's very hard to predict over even a few weeks, Gottschalk said, "let alone over a whole season."

In an effort to try to break loose funding to work on greater predictability for West Coast conditions, a coalition of water managers from Western states this week urged federal legislators to get behind their efforts, said Davis, who was part of a delegation visiting Senate offices in Washington Thursday.

The Western States Water Council, launched in 2017, is seeking \$15 million a year for the National Weather Service to improve modeling and research on West Coast issues like atmospheric rivers — the moisture-laden plumes that provide most of the water supply for Sonoma County and neighboring areas. Funding for the National Weather Service is biased toward Eastern states and the Atlantic, focused on predicting hurricanes, tornadoes and blustery Nor'easters, without the

same attention going to the other side of the country, Davis said.

The region's sub-seasonal variability begs for greater forecasting acuity, Davis said.

"Right now, a flip of the coin doesn't help us one bit," he said.

There's about \$1 million in the Senate appropriations bill right now — a place to start, Davis said. But for those trying to manage limited water supply and drought fatigue, planning without a clear direction is awfully tough.

Meteorologists say they are particularly confident La Niña conditions will prevail from December through February of next year, meaning currents circulating in the Pacific Ocean have churned up cold surface water in the eastern part of the ocean, with a transition to a weaker signal after that.

It will be the third successive La Niña, sometimes called a "triple-dip" — the third triple-dip since 1950, the beginning of the El Niño-Southern Oscillation historical record. The two prior stretches were 1973 to 1976 and 1998 to 2001.

Though Sonoma County has had below seasonal rainfall for three consecutive years, last winter was brought more than the two previous seasons, with 27.13 inches measured at the Charles M. Schulz-Sonoma County Airport from Oct. 1, 2021, to Sept. 30, 2022.

There were 19.35 inches of rain at the airport in the 2019-20 water year and 13.01 inches in 2020-21. Normal is 33.78 inches, the National Weather Service said.

Lakes Sonoma and Mendocino

are each holding less than 44% of their total capacity, though a seasonal curve used to measure storage in the smaller, northern reservoir puts current storage closer to 66%.

Davis said local consumers have demonstrated their ability to conserve water if they need to through another dry winter after reducing consumption enough for the water agency to draw 30% less than usual from the Russian River watershed last year.

"We are capable of pulling back and making it through," he said. *You can reach Staff Writer Mary Callahan at 707-5215249 or mary.callahan@pressdemocrat.com. On Twitter @MaryCallahanB.*



Don DeBernardi discusses and shows the affects of drought conditions on his dairy farm in March 2021 in Two Rock. CRISSY PASCUAL / PETALUMA ARGUS-COURIER

Agenda Item:

GRANTS

Summary:

November 8, 2022

Director Stuart will brief the Board on the outcomes of the conversation with Noelle along with open discussion of other possible grants available (CSDA article attached).

Potential Board Actions: Review, discuss and/or give further instructions to the FWD Staff.

Staff Recommendation: None

Report created by: Dawn Leith, Board Clerk



**California Special
Districts Association**

Districts Stronger Together

cc: Nov. 8, 2022
Board Packet
ASR "R"

NSDC Special Report: Inflation Reduction Act of 2022



September 11, 2022

The National Special Districts Coalition has published a special report covering the *Inflation Reduction Act of 2022*. This publication is a product of the NSDC Advocacy Team and is part of the Coalition's efforts to advocate and inform on federal policies of special districts' interest.

[Click here to access the special report to read more about the core elements of the Inflation Reduction Act.](#) Highlights of greatest importance to NSDC's membership are included, spotlighting key provisions concerning tax reform, tax policy modifications, and the myriad of energy and climate programming.

The bill became law on August 16, 2022, after more than a year of intra-party and inter-party squabbles on a wide range of policy matters as well as the final price tag. The law moved through the federal branch as a reconciliation bill on a party-line basis. The final product is the result of major claw backs from what was originally proposed as the \$3.5 trillion *Build Back Better Act*. Policies that did not make the final bill included provisions for paid leave, universal pre-school, college tuition payments, and more. Ultimately, the *Inflation Reduction Act* is projected to reduce the deficit, as of the date of this publication, by an estimated \$300 billion – due in most part to included Medicare policy and tax code changes.

Read the full report **[here](#)**. Contact CSDA Federal Advocacy Coordinator Cole Karr at **colek@cda.net** for more information.

Agenda Item:

MISSION AND VISION STATEMENTS

Summary:

November 8, 2022:

The Board to open a discussion regarding the process of reviewing and possibly amending the District's mission and vision statements.

Mission Statement:

"The Forestville Water District is committed to professionally managing the precious water, sewer and recycled water resources in a reliable, efficient, environmentally friendly and cost effective manner in order to provide the finest service to our customers, both present and future."

Vision Statement:

"To maintain definitive policies and practices, including rate and fee structure that will ensure our long-term financial stability, while remaining sensitive to our customer needs;

Maintain and improve the efficiency, reliability and security of District facilities;

ensure adequate storage and distribution for our customer's current and future needs;

Sustain wastewater collection, treatment, disposal and water recycling to meet regulatory requirements and community demands while providing for a healthy natural environment;

Continue to work with other Sonoma county agencies to implement opportunities for cooperation and collaboration:

Maintain a highly qualified, motivated, environmentally conscious and innovative workforce to ensure a high performing organization and;

enhance our public information, education and outreach to ensure public awareness of issues of importance to the community that we serve."

Potential Board Actions:

FWD Board may either:

1. Refer the main motion to a Subcommittee.
2. Review, discuss and/or give further instructions to the FWD Staff.
3. Postpone until the December 2022 board meeting

Staff Recommendation: None

Report created by: Dawn Leith, Board Clerk

Agenda Item:

CORRESPONDENCE

Summary:

November 8, 2022:

The following pieces of correspondence are included in the FWD Board Package:

1. CSDA Article - What to know about Brown Act
2. CSDA Article – Zero Emission for Fleets
3. CSDA Article – State & Local Cybersecurity Grant Program
4. CSDA Article – Special Districts encourage to complete census of local gov't count
5. CSDA Alert – SB 938 amends law governing LAFCO
6. CSDA Legal Alert – SB 1439 expands the Levine Act's Restrictions
7. State Water Board – Public Hearing & Comment Period Notice

Potential Board Actions:

FWD Board may choose to select any item above and request it be placed on a future Agenda if it is deemed that action is needed by FWD Board.

Staff Recommendation: None

Report created by: Dawn Leith, Interim Board Clerk



**California Special
Districts Association**
Districts Stronger Together

cc: Nov. 8, 2022
Board Packet
ASR "T" Corr. #1

What to Know About Brown Act Legislation Reaching the Finish Line

By [Vanessa Gonzales](#) posted 8 days ago



In response to challenges experienced and lessons learned throughout the COVID-19 pandemic, three bills amending the Brown Act and supported by CSDA have passed the State Legislature. Governor Gavin Newsom signed Senate Bill 1100 (Cortese) last week and Assembly Bill 2647 (Levine) and Assembly Bill 2449 (Rubio) now await his consideration. AB 2449 (Rubio), related to remote meetings, is arguably the most significant Brown Act legislation to clear the Legislature since CSDA-sponsored Assembly Bill 361 (R. Rivas) was signed into law last year.

[Assembly Bill 2449 \(Rubio\)](#) establishes a new avenue for a minority of a local agency's board to meet remotely without noticing or providing public access to their remote meeting location under modified Brown Act requirements provided that the agency abides by the strict substantive and procedural requirements within the legislation. Local agencies may avail themselves of the alternative agenda posting and teleconference requirements, potentially making it easier for local agency board members to participate in a meeting remotely under certain circumstances that would've otherwise precluded that participation.

AB 2449 passed the State Senate last week on a 36-3-1 vote, proceeding next to the Assembly floor, whereupon the measure passed with a 67-2-11 vote. Having reached the engrossing and enrolling stage, the bill now awaits action by Governor Newsom. If signed, the bill would take effect at the start of 2023. The bill contains multiple sunset dates, though perhaps the most relevant is the January 1, 2026 sunset, after which time all the provisions added by AB 2449 lapse and become unavailable to local agencies.

The freedoms granted by AB 2449 may be familiar to those accustomed to holding meetings under the framework established by [Assembly Bill 361 \(R. Rivas, 2021\)](#). AB 361 remains in effect through 2023 and can still be used by local agencies during any state-declared emergency. If signed into law, the provisions of AB 2449 would provide an

entirely separate and distinct method of conducting remote meetings from that provided by AB 361. Therefore, local agencies would have the option to conduct remote meetings under the provisions of AB 2449, AB 361, or traditional Brown Act teleconference requirements. Local agencies may also choose to conduct public meetings entirely in-person under the Brown Act.

What is different about AB 2449 remote meetings?

Under the provisions of AB 2449, agencies would not be obligated to post agendas at all teleconference locations, would not be obligated to identify all teleconference locations in the meeting agendas, and would not be obligated to make each teleconference location open to the public.

However, for an agency to proceed under the procedures established by AB 2449, it must observe the requirement that *at least* a quorum of the members of the legislative body participates in-person from a singular, physical location clearly identified on the agenda, open to the public, and situated within the boundaries of the territory over which the local agency exercises jurisdiction. This stands in notable contrast to the provisions of AB 361, which contains no such requirement. Under AB 2449, it *would not be permissible* to have the *entirety* of the board participate remotely pursuant to the bill's provisions. Another departure from the AB 361 rules includes the fact that remote participation under AB 2449 must be done for specified reasons — either because of a “just cause” or as a result of “emergency circumstances.” The two cases have different requirements that must be observed and have their own unique restrictions.

The agency must also be prepared to host a robust remote meeting — under the terms of AB 2449, an agency must provide *at least* one of the following so that the public may remotely observe the meeting and provide comments:

- A two-way audiovisual platform (defined to mean an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic function); and/or
- A two-way telephonic service *and* a live webcasting of the meeting (defined to mean a telephone service that does not require internet access, is not provided as part of a two-way audiovisual platform, and allows participants to dial a telephone number to listen and verbally participate)

Under what conditions may board members use AB 2449?

Board agency members are also *individually* tasked with observing certain requirements before they can make use of AB 2449's terms. It is incumbent upon the individual board members themselves to follow certain requirements laid out in the bill; save for some overlapping obligations, the requirements differ based on whether the member's remote participation is arising out of a “just cause” or “emergency circumstances,” as shown below:

“Just Cause”	“Emergency Circumstances”
<p>✓ The member notifies the legislative body at the earliest opportunity possible (including at the start of a regular meeting) of their need to participate remotely for “just cause,” including a general description (typically not exceeding 20 words) of the circumstances relating to their need to appear remotely at the given meeting.</p> <p>Remote participation for “just cause” reasons shall not be utilized by any member of the legislative body for more than two meetings per calendar year.</p> <p>“Just cause” means any of the following:</p> <ul style="list-style-type: none"> • A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely • A contagious illness that prevents a member from attending in person • A need related to a physical or mental disability (as defined [1][2]) not otherwise accommodated • Travel while on official business of the legislative body or another state or local agency 	<p>✓ The member requests the legislative body to allow them to participate in the meeting remotely due to “emergency circumstances” and the legislative body takes action to approve the request. The member shall make this request to participate remotely at a meeting as soon as possible. The legislative body shall request a general description (typically not exceeding 20 words) of the circumstances relating to their need to appear remotely at the given meeting.</p> <p>✓ The member shall make a separate request for each meeting in which they seek to participate remotely.</p> <p>The general description of the circumstances does not require the member to disclose any medical diagnosis or disability, or any personal medical information that is already exempt under existing law, such as the Confidentiality of Medical Information Act.</p> <p>The legislative body may take action on a request to participate remotely at the earliest opportunity. If the request does not allow sufficient time to place proposed action on such a request on the posted agenda for the meeting for which the request is made, the legislative body may take action at the beginning of the meeting in accordance with existing law.</p> <p>“Emergency circumstances” means a physical or family medical emergency that prevents a member from attending in person.</p>
<p>✓ The member shall publicly disclose at the meeting, before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member’s relationship with any such individual(s).</p> <p>✓ The member shall participate through <i>both</i> audio and visual technology.</p>	

Under neither case (“just cause”/“emergency circumstances”) do AB 2449’s provisions permit any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for a period of

- more than three consecutive months or 20 percent of the regular meetings for the local agency within a calendar year, *or*
- more than two meetings *if the legislative body regularly meets fewer than 10 times per calendar year*

Based on the requirements that both the agency and agency board member must observe, it would be imperative that there is ample coordination taking place in advance of a meeting in order to abide by the terms of AB 2449. While some of the provisions are related to circumstances that are, by nature, difficult or impossible to anticipate, agencies can still prepare in advance for the requirements by ensuring that they operate a remote meeting system that meets all the procedural and substantive requirements of AB 2449, while also developing a means for agency board members to submit their remote meeting requests and preparing the associated recordkeeping related to tracking board member reliance on AB 2449’s provisions. Agencies would also be well-served to ensure board members are familiar with the requirements within AB 2449, particularly the requirement that the board member must participate through both audio and visual technology.

What about the other Brown Act legislation from this year?

[Senate Bill 1100 \(Cortese\)](#) – Expressly provides that a member of the public can be removed from a meeting for disruptive behavior, as defined, and provides for the process by which a local agency may effect the removal of that individual. This measure, supported by CSDA, was signed into law earlier this year.

[Assembly Bill 2647 \(Levine\)](#) – Arising out of a court case (*Sierra Watch v. Placer County*), this bill seeks to clarify that the online posting of agenda materials fulfills the Brown Act requirement that they be made “publicly available.” Local agencies relying on the bill’s provisions would still be obliged to make physical copies of the materials available at an agency location designated for that purpose, and are also subject to observing other substantive and procedural requirements. Another CSDA-supported measure, this bill has also reached the engrossing and enrolling process, and is awaiting action by the Governor.



**California Special
Districts Association**
Districts Stronger Together

cc: Nov. 8, 2022
Board Packet
ASR "T" Corr. #2

CARB To Consider 2024 Zero-Emission Vehicle Mandate for Local Government Fleets

By [Vanessa Gonzales](#) posted 2 days ago



A recently proposed regulation by the California Air Resources Board (CARB) would require state and local government fleets to phase in medium- and heavy-duty zero-emission vehicles starting January 1, 2024. This proposed regulation also sets a clear end date for new internal combustion-powered medium- and heavy-duty vehicle sales in California. Affected special districts may submit comments by October 17, 2022 and

attend the scheduled public hearing on October 27.

On August 30, 2022, the staff of CARB released a [Proposed Advanced Clean Fleets \(ACF\) Regulation](#), or "proposed AFC regulation" with the purpose of contributing to the State's criteria pollutant and greenhouse gas reduction goals in addition to cleaner technology targets needing to protect communities.

General requirements for local governments, including special districts, would mandate fleet owners to add zero-emission vehicles (ZEVs) to their California fleet as specified by the following schedule:

1. *Agencies in Non-Designated Counties.* For a state or local government agency whose jurisdiction is not in a designated low population county:

(A) Starting January 1, 2024, 50 percent of the total number of vehicle additions to the California fleet in each calendar year must be ZEVs; and

(B) Starting January 1, 2027, 100 percent of the total number of vehicle additions to the California fleet in each calendar year must be ZEVs.

2. *Agencies in Designated Low-Population Counties.* For a state or local government agency whose jurisdiction is solely in a designated low population county:

(A) Starting January 1, 2027, 100 percent of the total number of vehicle additions to the California fleet in each calendar year must be ZEVs.

“Designated low population counties” means the counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Glenn, Humboldt, Inyo, Lake, Lassen, Mariposa, Mendocino, Modoc, Mono, Nevada, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Tuolumne, and Yuba.

The state and local government agency fleet requirements will be applied to California cities, counties, public utilities special districts, local agencies, or districts, and State government agencies owning vehicles from Class 2b to Class 8. However, this regulation is part of a larger approach to expedite a large-scale transition to zero-emission for all medium- and heavy-duty vehicles ranging from Class 2b to Class 8. Class 2b vehicles are trucks that weigh between 8,500 – 10,000 pounds fully loaded as classified by the Federal Highway Administration. Class 8 vehicles are vehicles with a gross vehicle weight rating (GVWR) exceeding 33,000 pounds.

Further applications include high priority and federal fleets – any fleet owner who, “owns, operates, or directs 50 or more Class 2b-8 vehicles,” – and drayage trucks – Class 7-8 heavy-duty trucks transporting break-bulk, bulk, or containerized goods, empty containers, or chassis’ to and from California’s intermodal seaports and railyards.

According to CARB, local government fleets make up roughly 81 percent of California's public fleet and all local government fleets will be subject to the proposed ACF regulation with requirements for most fleets beginning in 2024, with estimated upfront and operational costs exceeding \$100 million by 2024.

There are some exemptions to the proposed regulation, including compliance exemptions for backup vehicles, daily usage, zero-emission vehicle unavailability, infrastructure construction delays, and mutual aid assistance, however, annual reporting and recordkeeping would be required starting April 1, 2024.

How to engage in CARB’s public hearing process

CARB has already held initial workshops working with interested parties and providing a period for public comment to comply with the Administrative Procedures Act. The public hearing to consider proposed advanced clean fleets regulation will be heard on October 27, 2022 at the Byron Sher Auditorium at 9:00 A.M. A notice of the public hearing can be found [here](#).

Should your special district want to comment on the proposed regulation, you can do so in person at the public hearing. If not in person, written comments must be submitted no later than October 17, 2022. Please share a copy of your comments and send any questions you may have, to CSDA Legislative Analyst Cole Query at coleg@csda.net.

CARB encourages members of the public to bring to the attention of staff in advance of the hearing any suggestions for modification of the proposed regulatory action. Comments submitted in advance of the hearing must be addressed to one of the following:

- Postal mail: Clerks' Office, California Air Resources Board

1001 I Street, Sacramento, California 95814

- Electronic submittal: <https://www.arb.ca.gov/lispub/comm/bclist.php>

Please note that under the California Public Records Act (Gov. Code, § 6250 et seq.), written and oral comments, attachments, and associated contact information (e.g., your address, phone, email, etc.) become part of the public record and can be released to the public upon request. Additionally, the Board requests but does not require that persons who submit written comments to the Board reference the title of the proposed regulation in their comments to facilitate review.

To learn more about CARB and the Advanced Clean Fleets program, visit [Advanced Clean Fleets | California Air Resources Board](#).

PERMALINK:

<https://www.csda.net/blogs/vanessa-gonzales/2022/10/10/carb-to-consider-2024-zero-emission-vehicle-mandat>



**California Special
Districts Association**

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cc: Nov. 8, 2022
Board Packet
ASR "T" Corr. #3

What Districts Need to Know: State, Local, Cybersecurity Grant Program

By [Vanessa Gonzales](#) posted 22 hours ago



Federal cyber and emergency management agencies have announced the first opening of the \$1 billion State, Local, and Cybersecurity Grant Program.

The notice of funding opportunity outlines that the Federal Emergency Management Agency (FEMA) will administer the grant with the Cybersecurity and Infrastructure Security Agency (CISA) providing expert guidance. The

program is the first of its kind and was established under the Infrastructure Investment and Jobs Act (IIJA).

States, territories, and tribal governments will submit to the Department of Homeland Security (DHS) requests for funding under the program by November 15, 2022. Grantees are required to submit a compliant plan (see below), or otherwise be obligated to submit a plan in 2023. DHS should award the states within 60 days.

States will have 45 days within accepting the DHS funding to disburse 80 percent of the dollars they receive to local governments. Of the required 80 percent pass-through requirement, at least 25 percent must be invested in rural communities, defined as an area encompassing a population of less than 50,000 people that has not been designated in the most recent decennial census as an “urbanized area”. As defined in the law, special districts are eligible to apply and receive, as sub-grantees, funds from their approved state programs.

Unlike many other major IIJA programs, the State, Local, and Cybersecurity Grant Program is not covered under the Biden Administration’s Justice40 initiative, a directive under which 40 percent of federal investments of certain [programs](#) must be awarded disadvantaged/underserved communities.

Without disruptions in the timelines, DHS funds are scheduled to be dispersed to states by January 15, 2023, with eligible local governments (sub-grantees) receiving funds for eligible programs by end of February 2023.

As noted, states are required to establish a Cybersecurity Planning committee to produce a compliant Cybersecurity Plan for the coming year. It is important for special districts

stakeholders to be involved in state-level discussions regarding its individual program development, and to engage with their state's committee.

Eligible State Cybersecurity Plans

A state's Cybersecurity Planning Committee will identify and prioritize state-wide efforts, including opportunities to consolidate projects to increase efficiencies. This committee will approve the required Cybersecurity Plan, which must contain the following elements:

- Incorporation of existing plans to protect against cybersecurity risks and cybersecurity threats to information systems owned or operated by, or on behalf of, state and local governments.
- Statement on how and feedback from local governments and associations of local governments was incorporated.
- Inclusion of all the specific required elements as outlined in the [Notice of Funding Opportunity](#).
- Descriptions of state and local governments' individual responsibilities within the state implementing the Cybersecurity Plan.
- Assessments of each of the required elements from an entity-wide perspective.
- Identification of necessary resources and a timeline for implementing the plan.
- Summary of associated projects with the plan.
- A plan to measure progress and outcomes.

Seating of State Cybersecurity Planning Committees

The Cybersecurity Planning Committee can be recycled from a previous, yet similar, type of committee if a state has one. Each state has discretion to seat its committee if it can certify that it meets requirements for the committee's composition.

For states, each Cybersecurity Planning Committee membership must include at least one representative from relevant stakeholders, including:

- The State
- Representatives from counties, cities, and towns
- Public education entities
- Public health entities
- Rural, suburban, and high population "jurisdictions"

States must confirm that at least one-half of the representatives of the committee have professional experience relating to cybersecurity or information technology. The qualifications related to "professional experience" will be determined by each state. States will also have flexibility to identify specific public health and public education agencies represented on their committees.

Engaging with State Process

Eligible projects and programs for special districts will be dependent on each state's Cybersecurity Plan. This plan will need to be updated in the following two fiscal years. For full understanding of eligible projects and to participation in plan development, special districts and their stakeholders are recommended to engage with the state agency coordinating the committee process – typically agencies charged with emergency management and planning.

Grants Information for Special Districts

NSDC provides members with notifications of major grant opportunities on the horizon, such as the State, Local, Cybersecurity Grant Program and more. CSDA is a founding member of NSDC and by virtue of that membership, all members of CSDA are entitled to NSDC member benefits, including weekly updates of open and announced grant opportunities of general interest to the nation's special districts. For more information, just look for the "Federal Grants Update" at the bottom of your *CSDA eNews*.

Permalink

<https://www.csda.net/blogs/vanessa-gonzales/2022/10/17/what-districts-need-to-know-state-local-cybersecur>



**California Special
Districts Association**
Districts Stronger Together

cc: Nov. 8, 2022
Board Packet
ASR "T" Corr. #4

Special Districts Encouraged to Complete Upcoming Census of Local Government Count

By [Vanessa Gonzales](#) posted 2 days ago



The National Special Districts Coalition (NSDC), of which CSDA is a founding member, encourages all special districts to participate in the upcoming United States Census Bureau's 2022 Census of Governments. Completion of this survey provides critical insights to local governments that help advance advocacy and awareness for nation's special districts.

As part of this important study of local governments: states, counties, cities, townships, special districts, and school districts will receive in early November a Census Bureau questionnaire regarding their organizational and financial measurements. The Bureau administers this survey every five years, as it is required to do so by federal law. The collected information is aggregated and published similar to the decennial population count.

The upcoming intake period will begin November 1, 2022, and end April 30, 2023.

Why is the Census of Governments important?

Information gleaned from special districts and other governmental entities is analyzed by the Census Bureau and published in a series of reports and datasets providing aggregated insights on the 90,000 local government across the country. As it is the only official comprehensive national governments dataset that is routinely and consistently gathered, the information is also used for federal grantmaking decisions.

The Census of Government gauges performance of public sectors and can indicate important employment and financial trends. Finally, researchers, policymakers, and other interests – including NSDC – track the public sector economy and make decisions pertaining to state and local governments.

Although this survey is voluntary for local governments to complete, NSDC endorses this count as an important measurement of the nation's special districts and strongly encourages special districts to complete the Census of Governments.

How NSDC uses data published from the Census of Governments

NSDC has leveraged data from the 2017 Census of Governments to convey the significance of special districts' services to federal representatives' constituents. The information helps NSDC understand the dynamics of local government services [across state lines](#) and informs different approaches to advocacy. Finally, the Census of Government data is the only official data measurement of services the Census Bureau can provide for special districts short of population figures. NSDC will continue working with the Bureau, members, and district stakeholders across the country over the decade ahead to secure population figures for special districts.

In all, your special district's participation in the 2022 Census of Governments is critical to ensuring special districts are seen as an important element of local government *and* to NSDC's advocacy for the nation's special districts.

NSDC will be collaborating with the Census Bureau in the coming months to promote awareness of the Census, offer opportunities to connect with the Census Bureau on the local government count, and to together strive for as much local government participation in the 2022 Census as possible.

For more information on the Census Bureau's Census of Governments program, visit <https://www.census.gov/programs-surveys/cog.html>. For questions regarding NSDC and its engagement with the Census Bureau, [contact Cole Arreola-Karr](#), NSDC Federal Advocacy Director.

Permalink

<https://www.csda.net/blogs/vanessa-gonzales/2022/10/24/special-districts-encouraged-to-complete-upcoming>



**California Special
Districts Association**

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cc: Nov. 8, 2022
Board Packet
ASR "T" Corr. #5

2023 New Laws, Part 1: LAFCO Protest Procedures

By [Kristin Withrow](#) posted yesterday

Little Hoover Commission Recommendation Enacted to Simplify LAFCO Protest Procedures and Ensure Special Districts Exceed Basic Standards

By David J. Ruderman and Aleks R. Giragosian, Attorneys, Colantuono, Highsmith & Whatley, PC

Summary. Senate Bill 938 amends the law governing local agency formation commissions (LAFCOs), called the Cortese-Knox-Hertzberg Local Government Reorganization Act, in two ways. First, SB 938 helpfully consolidates into one chapter different protest thresholds for determining whether LAFCOs can approve an annexation or other change of organization. This should make it easier for agencies to determine how many protests from voters or landowners will be needed to stop a change of organization or require an election. Second, SB 938 gives LAFCOs a new avenue to dissolve districts that are unwilling or unable to resolve chronic service deficiencies, unlawful or reckless expenditures, or failures to adhere to the California Public Records Act and other legal requirements.

Notably, the new dissolution process within SB 938 balances an opportunity for special districts to address the concerns documented by the LAFCO with raising the protest threshold from 10 percent to 25 percent—making it harder for district residents to force an election in cases where the LAFCO adheres to the thorough and inclusive new process. This article focuses on this new SB 938 dissolution process, which goes into effect on January 1, 2023.

Background. Under existing law, LAFCOs have the authority to initiate these proceedings:

- consolidation of a district;
- dissolution of a district;
- merger;
- establishment of a subsidiary district;
- formation of a new district;
- reorganizations; and
- dissolutions of inactive districts.

Most boundary changes initiated by petition or local agency application require an election if 25 percent of the voters or 25 percent of landowners representing 25 percent of the assessed value

of land in an affected territory submit written protests to LAFCO. However, for the LAFCO-initiated proceedings listed above, the protest threshold is just 10 percent, making it relatively easier for residents to stop a LAFCO-initiated dissolution than one that is initiated by the residents or one of the local agencies they elect.

The Little Hoover Commission, an independent California state oversight agency, issued a report in 2017 evaluating the performance of special districts and recommended the Legislature convene an advisory committee to review and simplify the protest process for dissolutions. The Little Hoover Commission noted that “complicated and inconsistent processes potentially impact a LAFCO’s ability to initiate a dissolution or consolidation of a district. . . . Additionally, the LAFCO must pay for all costs for studies and elections if it initiates a consolidation proposal, whereas the district pays these costs if it proposes or requests the consolidation.” The Legislative Analyst’s Office also found LAFCOs may be dissuaded from pursuing dissolution because the protest thresholds are lower for LAFCO-initiated proceedings. The provisions of SB 938 were fundamentally developed through a multi-year working group process that was responsive to the Little Hoover Commission’s recommendation.

Analysis. SB 938 empowers LAFCOs to hold derelict special districts accountable by making it easier for LAFCOs to dissolve them. SB 938 adds section 56375.1 to the Government Code, which applies the higher 25 percent protest threshold to LAFCO-initiated proceedings under these circumstances:

1. LAFCO adopts a municipal service review at a noticed public hearing that includes a finding, based on a preponderance of the evidence (i.e., the same legal standard that applies in most civil cases), that at least one of these conditions is met:
 1. The district has one or more documented chronic service provision deficiencies that substantially deviate from industry or trade association standards or other government regulations, and the district’s board or management is not actively engaged in efforts to remediate the documented service deficiencies;
 2. The district spent public funds in an unlawful or reckless manner inconsistent with its principal act or other statute governing the district and has taken no action to prevent similar future spending;
 3. The district has shown willful neglect by failing to consistently adhere to the California Public Records Act and other public disclosure laws to which the agency is subject;
 4. The district has failed to meet the minimum number of times required in its principal act in the prior calendar year and has taken no action to remediate the failures to ensure future meetings are conducted timely;
 5. The district has consistently failed to perform timely audits in the prior three years, or failed to meet minimum financial review requirements allowed as an alternative to performing an audit over the prior five years; or

6. The district's recent annual audits show chronic issues with the district's fiscal controls and the district has taken no action to remediate the issues.
2. LAFCO adopts a resolution of intent to initiate dissolution based on one or more of the required findings above at a noticed public hearing. The resolution must provide a remediation period of at least 12 months ("Remediation Period") during which the district should identify remediation steps and a date by which to provide a mid-point report at a regularly scheduled LAFCO meeting.

Communication is provided for general information only and is not offered or intended as legal advice. Readers should seek the advice of an attorney when confronted with legal issues and attorneys should perform an independent evaluation of the issues raised in these communications.

Permalink

<https://www.csla.net/blogs/kristin-withrow1/2022/10/31/2023-new-laws-lafco-protest-procedures>

Local Governing Board Members Will Now Have Conflict of Interest in Campaign Donors Appearing Before Their Agencies

Gov. Newsom signs SB 1439, Expanding the Levine Act's Restrictions



Local elected officials – including city council members, special district board members and school district board members – will now have to “conflict out” of certain proceedings involving persons that made contributions to their respective political campaigns. Gov. Newsom signed SB 1439 into law, making a number of changes to the “Levine Act,” which is a part of the Political Reform Act. The Levine Act previously only applied to local

governing boards composed of appointed officials, such as joint powers authorities or other regional agencies whose boards are appointed by their member agencies. Effective Jan. 1, 2023, SB 1439 extends the Levine Act's coverage to elected governing boards.

The Levine Act will now impose two key duties on city council and district board members. First, it will prohibit accepting, soliciting or directing a campaign contribution of \$250 if the donor is involved in a proceeding involving a license, permit or other entitlement for use, including a contract award, that is pending before the agency. Under SB 1439, this prohibition continues for 12 months following the proceeding. (It was previously three months.) Second, the Levine Act will now require city council and district board members to recuse from any proceeding involving a license, permit or other entitlement for use, including a contract award, if the member has received a campaign contribution from a person involved in the proceeding within the previous 12 months.

The Levine Act applies to both the parties directly involved in the proceeding, such as an applicant for an entitlement, as well as to other participants who actively support or oppose a particular decision in the proceeding. As with other provisions of the Political Reform Act, officials with a Levine Act conflict of interest cannot make, participate in making, or attempt to influence any such proceeding. The rule does not apply to labor contracts, personal employment contracts or contracts that

are competitively bid.

In light of SB 1439, both elected and appointed officials of a local government agency must therefore do all of the following:

- *Disclose.* Before participating in any decision in a proceeding involving a license, permit or other entitlement for use (including certain contracts), an officer who received a contribution over \$250 in the preceding 12 months from a party or any participant in the proceeding must disclose that fact on the record.
- *Recuse.* If the officer knows or has reason to know that the party or participant who made the contribution has a financial interest in the decision, the officer must not make – or participate in making – the decision.
 - *Or Return.* If the officer returns the contribution within 30 days from the time the officer knows or should have known about the contribution and relevant proceeding, the officer may participate in the decision.
- *Refuse.* While the proceeding is pending for 12 months after a final decision is rendered, an officer must not accept, solicit or direct a contribution of more than \$250 from the party or participant if the officer knows or has reason to know the party, participant or the party's or participant's agent has a financial interest in the decision.
 - *Or Return.* If an officer accepts, solicits or directs a contribution of more than \$250 during the 12 months after the date a final decision is rendered in the proceeding, the officer may cure the violation by returning the contribution, or the portion of the contribution that exceeds \$250, within 14 days of accepting, soliciting or directing the contribution, whichever comes latest. This opportunity to cure is only available if the officer did not knowingly and willfully accept, solicit or direct the prohibited contribution and the officer or officer's controlled committee keeps a record of curing the violation.

SB 1439 presents a significant change for local elected officials because campaign donations previously did not give rise to a conflict of interest and the Levine Act did not apply to the agencies that officials were elected to represent. Thus, elected officials will need to be aware of these new “refuse and recuse” requirements.

The Levine Act is located at Government Code section 84308. If you have any questions regarding the applicability of this law, please contact your city attorney or agency counsel.

Disclaimer: BB&K Legal Alerts are not intended as legal advice. Additional facts, facts specific to your situation or future developments may affect subjects contained herein. Seek the advice of an attorney before acting or relying upon any information herein.

NOTICE OF PUBLIC HEARING AND PUBLIC COMMENT PERIOD FOR CROSS- CONNECTION CONTROL POLICY HANDBOOK

lyris@swrcb18.waterboards.ca.gov <lyris@swrcb18.waterboards.ca.gov>

Thu 11/3/2022 9:21 AM

To: Forestville Water District <info@forestvillewd.com>



This is a message from the State Water Resources Control Board.

The State Water Resources Control Board, Division of Drinking Water is accepting comments on the second draft Cross-Connection Control Policy Handbook (CCCPH). Information regarding the CCCPH, important dates, and a link to download the CCCPH may be found at the following website:

https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/cccp.html

November 2, 2022 Draft CCCPH Staff Report:

https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/documents/cccp/staff_rpt_cccp_nov2022draft.pdf

November 2, 2022 Draft Cross-Connection Control Policy Handbook

https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/documents/cccp/cccp_draft_nov2022.pdf

Comments will be accepted through December 9, 2022. Comments may be submitted to the State Water Board by email to the following address: DDW-TechOps@Waterboards.ca.gov

A public hearing where comments may be presented verbally will be held via videoconference. Information regarding date, registering, and connecting to the videoconference will be posted to the CCCPH website when available.

You are currently listed to drinkingwater_public_water_systems as: info@forestvillewd.com.

Division of Drinking Water Website: http://www.waterboards.ca.gov/drinking_water/

This email is being sent to you because you were identified by your agency as the Administrative, Carbon Copy, or other contact for your water system, or DDW staff. If you are not the Administrative, Carbon Copy, or other contact for your water system, or DDW staff, please contact the local Division of Drinking Water (DDW) District Office or your regulating agency.

For a map of the district offices, please go to

http://www.waterboards.ca.gov/drinking_water/programs/documents/ddwem/DDWdistrictofficesmap.pdf.

Agenda Item:

General Manager Lopes Water and Sewer Operations Report for October 2022

Summary:

November 11, 2022:**Water Operations:**

USA Checks: 14

Water Work Orders: 16

Staff completed air release checks; all water distribution duties performed for 2022. I will input into a live excel spreadsheet.

Had a water line repair on corner of Nolan & Mirabel roads 10/20 repaired by our staff.

Water repair completed by contractor for our customer at Mobile Home Park 11/1.

On call operator went out to repair a PRV leak at Winter Orchard off hours.

All meter reads completed 10/25-10/27.

Had 1 major leak adjustment approved at 191k water lost.

Assisted a customer with high usage in finding their water leak at 181k water lost.

Project on Orchard Lane for 2 water connections and new fire hydrant has started.

Working with LAFCO for a new OSA water connection approval due to water well hardship.

FWD getting quotes on removing 2 dead trees that could compromise our water tank.

Thanks to B&R for printing us sewer & water boundary maps without the infrastructure lines illustrated.

Had water meter company out on 10/19 to test drive our water district boundaries to confirm cellular signal coverage.

Sewer Operations:

PALL filter technicians came out on 10/18 to check out our filter system to confirm proper operations and to setup replacement part system in case of breakdowns. They stated that our system is still performing well, just made some minor adjustments. Thanks to Cory for working with them for this checkup. Described that FWD installing a better SCADA system makes it easier to operate their equipment.

Checked 2 PSL video and approved certificates.

Had SCWA sewer facilities division reschedule 2 of our sewer hotspots to a higher frequency. 6 months to 3 months.

Sewer state quarterly reports completed.

Recycled Water:

FYP groundwater sampling was completed by B&R on 10/26.

FWD recycled pipeline on Iron Horse property was repaired by their contractor to allow the new fish restoration and culvert project to continue.

Our staff ran a test run with GCSO to send them our recycled flow to their facility, and from theirs to ours. Operation went well, and Cory drew a new SOP illustration to cover the exact 3 scenarios process in detail along with maps.

Recycled water truck fill station contracts are included in this board packet. Received confirmation from 3 other former potable water surplus customers that they are also interested in contracts.

Recycled water states quarterly reports completed.

District Staff:

Our Board Clerk will be attending the CSDA Board Clerk conference 11/7-11/9.

Continued our safety and staff meetings.

Our district staff employees attended the B&R golf tournament, thanks for the invite.

Potential Board Actions: No FWD Board action needed: for informational purposes only.

Staff Recommendation: None

Report created by: Tony Lopes, General Manager

Agenda Item:

**STANDING SUB-COMMITTEE
GRATON CSD & FORESTVILLE WATER DISTRICT**

Summary:

November 8, 2022:

The Subcommittee will update the Board.

HISTORICAL:

September 13, 2022:

Sub-Committee met on Aug. 23, 2022, to further discuss the recycled water pipeline agreement between the two districts.

Aug. 9, 2022:

Sub-Committee met on July 21, 2022 to further discuss and create a recycled water pipeline agreement between the districts.

July 12, 2022:

The Sub-committee met on July 6, 2022, to discuss the continued Mutual Aid Agreement between the two districts. The sub-committee and both district GMs discussed the proposed plan of action to use the recycled water intertie pipeline in hopes of eliminating the need for the districts to discharge to Jones Creek in the winter.

May 10, 2022:

Director McDermott will be meeting with Graton's new Board President in the coming weeks. No action taken by the Board.

March 8, 2022:

The Subcommittee will update the Board.

January 11, 2022

The Subcommittee will need to select future meeting date.

December 14, 2021:

December 2's GCSD/FWD Sub-committee meeting was cancelled and has not yet been rescheduled to a future date.

November 9, 2021:

Next scheduled meeting will be December 2, 2021, at 5:30 p.m. via Zoom.

*** SEE ASR FROM OCTOBER 12, 2021 BOARD MEETING FOR PRIOR HISTORICAL DATA RELATED TO THIS AGENDA ITEM ***

Potential Board Actions: For informational purposes only

Staff Recommendation: None

Report created by: Dawn Leith, Interim Board Clerk