



SACSEWER ORDINANCE

SDI-0084

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Sacramento Area Sewer District
10060 Goethe Road
Sacramento, CA 95827

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PART 1. GENERAL PROVISIONS

1. HOW TO READ THIS ORDINANCE

The Sacramento Area Sewer District (SacSewer) Ordinance (Ordinance) is adopted as a single, consolidated regulatory document applicable to the SacSewer sewer system. The Ordinance is organized to provide both general requirements and system-specific requirements in a clear and logical manner.

- Part 1 General Provisions contains requirements that apply broadly across SacSewer, including purpose and scope, definitions, administrative authority, staffing, and other provisions of general applicability.
- Part 2 Treatment and Resource Recovery Service Area applies to users within the Treatment and Resource Recovery service area.
- Part 3 Collection System Service Area applies to users within the SacSewer Collection System service area.
- Part 4 Adoption and Effective Date contains language related to the adoption and effective date of the Ordinance.

Readers should first review Part 1 to understand general requirements and SacSewer's administrative framework and then refer to the applicable service-area-specific Part for additional requirements. SacSewer Treatment and Resource Recovery along with Collection System service areas are shown in Figure 1-1.

2. SCOPE

SacSewer is a sewage collection, treatment, and resource recovery system operating in various parts of Sacramento County and portions of Yolo County. SacSewer collects and conveys sewage and diverts it to the treatment systems of the SacSewer EchoWater Resource Recovery Facility. Therefore, SacSewer must enforce all provisions of the SacSewer Treatment and Resource Recovery Service Area in addition to the provisions of the SacSewer Collection System Service Area. This Ordinance is available at www.sacsewer.com.

This Ordinance defines requirements for management, design, construction, and use of the sewer collection, treatment, and resource recovery system; provides for the enforcement of these requirements; establishes penalties for violations; and governs user rates and fees.

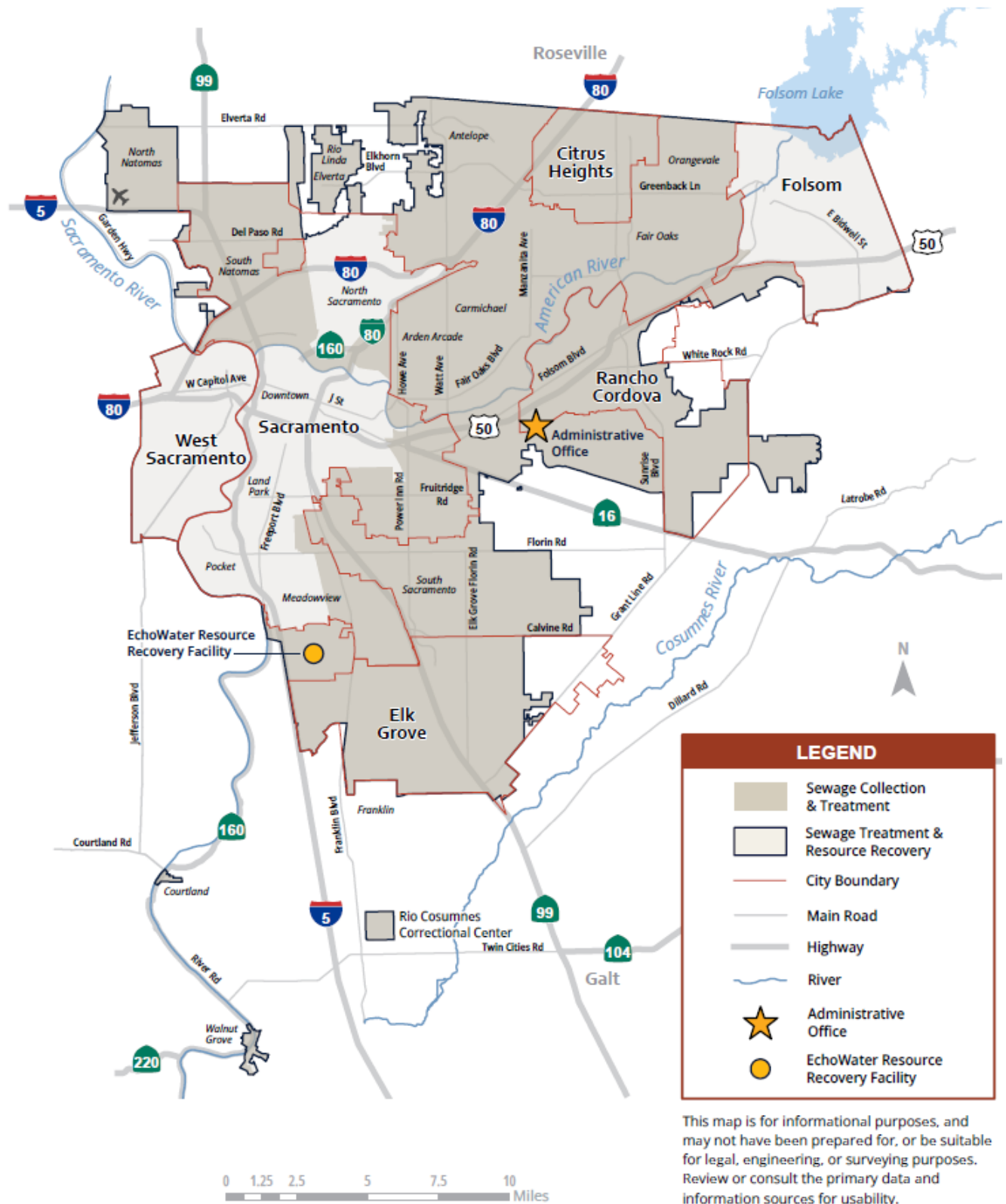


Figure 1-1: SacSewer Service Areas

3. OBJECTIVES

The objectives of the SacSewer Ordinance are:

- To protect the health and safety of the people and enhance the environmental quality of SacSewer and its surroundings;
- To comply with the laws of the State of California and of the United States relating to the protection of the environment, control of water pollution, and pretreatment of non-domestic discharges to the SacSewer sewer system;
- To prevent the introduction of pollutants into the SacSewer sewer system that will interfere with its operation of the sewer system;
- To prevent the introduction of pollutants which will pass through the SacSewer sewer system, inadequately treated, into receiving waters, recycled water, groundwaters, or the atmosphere, or otherwise be incompatible with the overall operation of the SacSewer sewer system;
- To ensure that the quality of the wastewater treatment plant biosolids is maintained at a level which allows its use and disposal in compliance with applicable statutes and regulations;
- To ensure that the quality of the wastewater treatment plant effluent is maintained at a level that allows its reuse and/or recycling in compliance with applicable statutes and regulations;
- To protect SacSewer personnel who may be affected by wastewater and biosolids in the course of their employment and to protect the general public;
- To provide, in conjunction with the Sewer Rates, Billing, and Collection Section in Parts 2 and 3 and Sewer Impact Fees Section in Parts 2 and 3, for the equitable distribution of the cost of construction, operation, maintenance, and improvement of the SacSewer sewer system;
- To prevent the introduction of wastes to the SacSewer sewer system that could result in SacSewer being classified as a hazardous waste treatment, storage, or disposal facility under the laws of the State of California or the United States;
- To provide for source monitoring and control of quantity, quality, and rate of flow of residential, commercial, and industrial wastes entering the SacSewer sewer system;
- To establish enforcement procedures and penalties for violations which are applied to all Users, including contracting agencies, which discharge to the SacSewer sewer system;
- To prohibit the discharge from Liquid Waste Haulers of any hazardous waste as may be defined by either federal or State statute and regulation, whichever is more stringent, and to prohibit all such wastes as are prohibited within this Ordinance, when such wastes are trucked to SacSewer's sewer system and discharged pursuant to SacSewer's Liquid Waste Hauler Program;
- To establish that discharge to, and the use of, the SacSewer sewer system is authorized only when permitted, and use of the sewer may be denied by the District Engineer when necessary to protect the overall public health, safety, and welfare of the community;

- To establish the requirements for use of the SacSewer Recycled Water Fill Stations and mechanisms for enforcement of the recycled water use permit;
- To establish necessary agreements for use of the SacSewer sewer collection system and to establish the authority to execute these agreements;
- To provide design and construction standards and specifications to ensure SacSewer Collection System assets are consistently and cost-effectively designed and constructed.

4. APPLICABILITY OF THE ORDINANCE

The requirements of this Ordinance apply to all persons who are, through the issuance of permits or by contract, agreement, or action, users of the SacSewer sewer system, including new and prospective users and all existing users.

This Ordinance is gender neutral; thus, the masculine gender includes the feminine and vice-versa. “Shall” is mandatory, meaning, “must”; “may” is permissive or discretionary. The use of the singular includes the plural, and the plural includes the singular if so indicated by context.

5. CONTINUITY OF PROVISIONS

The provisions of this Ordinance, insofar as they are substantially the same as previously existing ordinance provisions relating to the same subject matter, shall be constructed as restatements and continuations thereof and not as new enactments.

6. EFFECTIVE DATE OF THE SACSEWER ORDINANCE

This document is the official Ordinance and the controlling authority of SacSewer regarding the sewer system and is current through amendments effective as of the date shown on the first page of this Ordinance.

This Ordinance may be amended in the future as necessary. Amendments will be effective based on approval by the Board of Directors and in accordance with California Government Code §25124.

7. TITLE, CITATION, AND REFERENCE

Fully titled the Sacramento Area Sewer District Ordinance, this Ordinance may be referred to as the Ordinance in any prosecution for violation of any of its provisions in any proceeding at law or equity. Further, these shortened forms of the full title may be used for any adding, amending, correcting, or repealing of all or any part of this document. References to this Ordinance may be to the titles, chapters, sections, or subsections of the Ordinance. Such reference applies to that numbered title, chapter, section, or subsection as it appears in this Ordinance.

8. LIST OF REPEALED ORDINANCES

The following SacSewer Ordinances are hereby repealed and replaced with this SacSewer Ordinance:

- The Sacramento Area Sewer District Collection System Ordinance
- The Sacramento Area Sewer District Treatment and Resource Recovery Ordinance

9. ACTIONS AND PROCEEDINGS CONTINUED

No actions or proceedings commenced before this Ordinance takes effect, and no rights accrued, are affected by the provisions of this Ordinance, but all procedures thereafter taken shall conform to the provisions of this Ordinance so far as possible.

10. POWERS OF OFFICERS

Whenever this Ordinance grants a power to an officer or employee of SacSewer or a duty is imposed upon such officer or employee, the power may be exercised or the duty performed by a deputy of the officer or employee or by a person authorized under law by the officer, if specifically delegated.

11. APPOINTMENT AND COMPENSATION OF DISTRICT ENGINEER

11.1 Appointment of District Engineer

The Board of Directors of Sacramento Area Sewer District (Board) shall appoint a District Engineer. The District Engineer shall report directly to the governing body of SacSewer.

11.2 Compensation of District Engineer

Compensation for the District Engineer shall be established and approved by the Board by resolution or written agreement.

12. APPOINTMENT, RECOMMENDATION, AND COMPENSATION OF EXECUTIVE LEVEL POSITIONS

12.1 Appointment of Executive Level Positions

Appointment to any executive-level position shall be made by the Board at a duly noticed public meeting. Executive-level positions serve at the pleasure of the Board of Directors and may be terminated at any time, with or without cause, and without the right to due process hearing, notice, or appeal, except as otherwise required by law.

12.2 Recommendation of Executive Level Positions

The District Engineer shall recommend candidates for appointment to executive-level positions, including Department Directors and equivalent positions, to the Board.

12.3 Compensation of Executive Level Positions

The compensation, benefits, and terms and conditions of employment for executive-level positions shall be established and approved by the Board by resolution or written agreement. Such approval shall be made in open session pursuant to Government Code section 54953(c)(3) and any other applicable law.

Any material amendment to an executive's compensation package, including but not limited to salary adjustments, changes in benefits, or severance provisions, shall require prior approval of the Board at a noticed public meeting. Executive employment agreements shall be consistent with applicable law, including Government Code sections 53260–53264, which govern severance pay limits and other contract terms for local agency executives.

13. PERSONNEL & CONTRACTORS

SacSewer owns and operates certain facilities and equipment. To the extent of those owned and operated facilities or equipment, SacSewer, through its governing body or the District Engineer, as appropriate, shall determine what personnel or contractors shall be utilized to provide services necessary for the operation and maintenance of such facilities or equipment.

14. STAFFING

Subject to the provisions of this Ordinance, staff shall be employed by SacSewer. Budgets adopted by SacSewer shall be sufficient to pay the direct and indirect costs of such staffing.

SacSewer personnel shall be governed by applicable labor agreements, Employee Benefits Documents, and SacSewer policies. Prior to December 15, 2024, staffing for the operations of SacSewer was provided by the County of Sacramento and now SacSewer directly employs its own staff.

The District Engineer shall establish the process and parameters for recommended compensation to all unrepresented classes as described in SacSewer's Board approved Compensation Policy.

SacSewer's labor relations staff shall consult with the District Engineer and the Sacramento Area Sewer District Board of Directors (Board) during negotiations with employee labor organizations which represent classes assigned to SacSewer.

15. ADMINISTRATIVE AUTHORITY

The Board is assigned the responsibility of administering all provisions of this Ordinance and shall exercise these responsibilities according to the purpose and intent of this Ordinance in a fair and objective manner. Except as otherwise provided herein, the Board delegates to the District Engineer of SacSewer (District Engineer) the responsibility to administer, implement, and enforce the provisions of this Ordinance. Any powers granted to or duties imposed upon the District Engineer, except termination of service, may be delegated by the District Engineer to other SacSewer personnel.

Furthermore, this Ordinance establishes the Board's authority to set rates and fees for SacSewer, and to adopt those rates and fees by resolution.

16. IMPLEMENTATION

The District Engineer is hereby charged with implementing the provisions of this Ordinance and with coordination among all officials and departments of the contributing agencies and SacSewer, in order to achieve this purpose.

To ensure that the intent of this Ordinance is carried out, the District Engineer may supplement the specific provisions of the Ordinance with additional requirements and policies. The District Engineer will take all actions necessary to fully implement this Ordinance.

SacSewer reserves the right to waive any SacSewer standard or specification for a particular project. Appeals of the District Engineer's decision may be made to the Board.

17. LIBERAL CONSTRUCTION

The provisions of the Ordinance should be liberally construed to obtain its purposes and objectives.

SacSewer reserves the right to establish by resolution more stringent limitations or requirements on discharges to the SacSewer sewer system if deemed necessary to comply with the objectives presented in this Ordinance or as necessary to protect the safety of SacSewer staff, the public, or contractors. No revision of limitations or requirements will subject SacSewer to civil liability or penalty for interference with a right, vested or otherwise, of any user.

18. APPLICABILITY OF SECTION

Unless the provision or the context otherwise requires, the general provisions, rules of construction, and definitions set forth in this Section govern the structure and content of this Ordinance.

19. TITLE AND SECTION HEADINGS

Title and section headings do not govern, limit, modify, or in any way affect the scope, meaning, or intent of the provisions of any title or section.

20. ENGLISH LANGUAGE REQUIRED

Whenever this Ordinance requires any notice, report, statement, or record, it must be made in the English language.

21. SEVERABILITY

If any provision of this Ordinance or its application to any person or in any circumstance is held invalid, the remainder of the Ordinance, or the application of such provisions to other persons or circumstances, shall not be affected.

22. TIME OF DAY

Whenever a certain hour or time of day is specified in this Ordinance, such hour or time shall be in standard time or daylight saving time, whichever is in current use in the County of Sacramento, California.

23. LIABILITY

No provision of this Ordinance is to be construed as imposing upon SacSewer any liability or responsibility for personal injury or real property damage resulting from any activity or condition

that arises or exists by virtue of any provision or requirement of this Ordinance. These activities and conditions include construction, installation, or repair of any facility, equipment, or real property, as well as any defect of these items. Nor is SacSewer or any SacSewer officer or employee to be held as assuming any liability or responsibility because of any inspection authorized by the Ordinance.

24. DEFINITIONS AND CONSTRUCTION

Whenever the following terms or titles are used in this Ordinance or in any contract, agreement, document, or instrument governed by this Ordinance, they will have the meaning and construction defined below:

1. **ACCESSORY DWELLING UNIT:** An attached or detached residential dwelling unit that is co-located on a parcel with a proposed or existing primary residence and meets the definition and requirements for “accessory dwelling unit” in California Government Code Section 65852.2.
2. **ACTION LEVEL:** A pretreatment requirement established by the District Engineer and made part of the Wastewater Discharge Permit, which requires action on the part of the User if the level is exceeded.
3. **ADMINISTRATOR:** The District Engineer or designee.
4. **ADMINISTRATIVE CIVIL LIABILITY:** The process of assessing and collecting an administrative penalty. The administrative civil liability process is administered directly by SacSewer and does not require processing in a court of law.
5. **ADMINISTRATIVE COMPLAINT:** A formal complaint issued by SacSewer under the administrative civil liability process, to any person found in violation of any provision(s) of this Ordinance. The complaint must (1) allege the act or failure to act that constitutes the violation of SacSewer’s requirements, (2) cite the provisions of law authorizing civil liability, and (3) set forth the proposed civil penalty.
6. **ADMINISTRATIVE ORDER:** An enforcement document that directs users to implement corrective or remedial measures. Such order may incorporate compliance schedules, time frames and specify noncompliance costs to be paid by the user.
7. **ADMINISTRATIVE PENALTY:** A civil penalty assessed in conjunction with an administrative complaint, issued under California Government Code Section 54740.5.
8. **AFFORDABLE HOUSING COST:** Refers to the definition contained in California Health and Safety Code, Section 50052.5, including but not limited to cost limits for low and very low households in owner-occupied housing, as further defined in Title 25 California Code of Regulations.
9. **AFFORDABLE RENT:** Refers to the definition contained in California Health and Safety Code, Section 50053, including but not limited to cost limits for low and very low households in rental housing, as further defined in Title 25 California Code of Regulations.
10. **AGE-RESTRICTED DWELLING:** A Single-Family Dwelling or Multiple-Family Dwelling that is located in an Age-Restricted Residential Development.

11. **AGE-RESTRICTED RESIDENTIAL DEVELOPMENT:** A residential development that (1) has more than 20 dwelling units with an age restriction of 55 years or older and (2) has the age restriction in its governing documents.
12. **AGREEMENT:** A contract that is entered into between SacSewer and a person or an entity. The type of contract will dictate the signature authority required.
13. **ALLOWANCE:** An amount of money set aside under a contract for a special purpose as identified in the contract.
14. **AND/OR:** And, or, or both.
15. **ANCILLARY UNITS:** Units generally referred to as in-law-quarters, casitas, pool houses, or other secondary habitable dwellings that legally use the upper lateral of the primary residence on a parcel located in residential zoning. In some cases, an ancillary unit may have a legal connection to the sewer that is separate from the primary residence located on the same parcel. An “accessory dwelling unit” or “junior accessory dwelling unit” may be considered an ancillary unit.
16. **ARCHITECT:** A person or persons, firm, partnership, joint venture, corporation, or combination, or an authorized representative legally authorized to practice architecture in the State of California.
17. **AS-BUILTS:** Drawings prepared by the contractor that document changes to, additions to, or deductions from the contract documents and represent the work as constructed.
18. **AS SHOWN:** Where “as shown,” “as latest indicated,” “as detailed,” or words of similar meaning are used, the reference is to the contract documents unless specifically stated otherwise. Where “as directed,” “as permitted,” “approved,” or words of similar meaning are used, they mean the direction, permission, or approval of SacSewer.
19. **AUTHORIZED OR DULY AUTHORIZED REPRESENTATIVE OF THE USER:** The person signatory to documents required to be submitted to SacSewer as defined in Title 40 Code of Federal Regulations (CFR) Part 403.12 (l)(1–4).
20. **AVERAGE DAILY FLOW:** The total flow of wastewater in gallons during a normal operating calendar day of 24 hours, which can be measured over a period not fewer than 3 months.
21. **BACKUP INTO STRUCTURE:** When sewage backs up into a structure or a fixture caused by a stoppage or other failure to collect and convey sewage into the sewer system (upper or lower lateral, main line, manhole, pump station, or force main). A stoppage in the building sewer or building fixtures is not a spill nor a backup into structure.
22. **BEST MANAGEMENT PRACTICES (BMPs):** Schedule of activities, prohibitions of practices, maintenance procedures, and management practices, which can include wastewater treatment and operating procedures and practices that reduce the generation of pollutants or prevent them from being released to the sewer system. BMPs may be used, or may be required, as alternative means of complying with, or in place of certain established Categorical Pretreatment Standards and/or administered as Pretreatment Requirements and shall be subject to all requirements and enforcement actions contained in this Ordinance.

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23. **BID:** When submitted on the prescribed bid form, properly signed and guaranteed, the bid constitutes the offer of the bidder to complete the work at the prices shown on the bidder's bid form.
 24. **BIDDER:** Any person, persons, firm, partnership, joint venture, corporation, or combination submitting a bid for the work, acting directly or through a duly authorized representative.
 25. **BID DOCUMENTS:** The sum of the documents that comprise the bid by a bidder to perform the work.
 26. **BID OPENING:** The event during which the sealed proposals submitted by bidders to perform the work are opened and publicly read.
 27. **BIOCHEMICAL OXYGEN DEMAND (BOD):** The quantity of dissolved oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees centigrade, usually expressed as a concentration (e.g. mg/L).
 28. **BLOCKAGE:** Any obstruction in the sewer collection system that impacts the sewer flow. See also "Pipe-blocking Substances".
 29. **BOARD OF DIRECTORS:** The governing body of the Sacramento Area Sewer District, as set by the California State Code. Also referred to as the "Board."
 30. **BUILDING CLEANOUT:** A pipe installed in the ground near the building's foundation, designed to provide parcel owners access to the upper lateral and the building plumbing.
 31. **BUILDING SEWER:** That portion of the sanitary sewer receiving discharge from waste pipes in a building and conveying the discharge to the junction with the upper lateral.
 32. **BUILDING PLUMBING:** The drain piping from the outlet of the fixture to the building cleanout or if no building cleanout exists, then two-feet outside the perimeter of the building.
 33. **BYPASS:** The intentional diversion of waste streams from any portion of a user's facilities.
 34. **CATEGORICAL-PRETREATMENT STANDARD OR CATEGORICAL STANDARDS:** Any regulation containing pollutant discharge limits promulgated by the United States Environmental Protection Agency (EPA) in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. Section 1317) that apply to a specific category of Users and that appear in 40 CFW Chapter 1, Subchapter N, Parts 405-471.
 35. **CATEGORICAL USER:** Any User subject to a Categorical Pretreatment Standard or Categorical Standard.
 36. **CATHODIC PROTECTION SYSTEM:** The system that protects metallic materials from corrosion damage due to stray electrical currents and to control corrosion from aggressive soils.
 37. **CEASE AND DESIST ORDER:** An administrative order issued by SacSewer requiring a discharger to halt the discharge of wastewater that is in violation of the provisions of this Ordinance.
 38. **CERTIFICATION LETTER – TREATMENT AND RESOURCE RECOVERY:** Written certification from the Sacramento Housing and Redevelopment Agency (SHRA) or
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the Housing Authority, Redevelopment Agency or other appropriate entity of the City of West Sacramento as so designated by the City of West Sacramento (West Sacramento Agency) that a project is a Qualified Residential Project.

39. **CIVIL ACTION:** Civil litigation against a User seeking equitable relief, which may include monetary penalties and actual damages.
40. **CLASS I USER:** A User requiring a Wastewater Discharge Permit that is classified as a Significant User or Non-Significant Categorical User.
41. **CLASS II USER:** A User requiring a Wastewater Discharge Permit or required to follow BMPs, and who is not included within the definitions and parameters of Class I.
42. **CLEANOUT:** A pipe installed in the ground that provides access to a sewer. Also see Building Cleanout or SacSewer Cleanout.
43. **COLLECTOR (ALSO CALLED COLLECTOR SEWER OR COLLECTOR SEWER FACILITY):** A sewer facility designed to carry less than one million gallons per day peak wet weather flow and receiving wastewater from another collector, sewer lateral, or sewer facility that services only one user.
44. **COMBINATION AIR RELEASE VALVE:** A combination air and vacuum valve that enables air to be released from a pressurized pipe or force main, and that prevents a vacuum from developing during draining or water column separation of the system.
45. **COMBINED SEWER:** A sewer that serves as both a sanitary sewer and a stormwater conveyance system.
46. **COMMERCIAL USER:** A nonresidential and nonindustrial user typically providing a service or engaging in the purchase or sale of commodities.
47. **COMMUNITIES:** Within the unincorporated areas, those areas delineated in the Sacramento County Assessor's Database. Within the incorporated areas, communities are determined by the respective local jurisdiction.
48. **COMPLIANCE ORDER:** An administrative order directing the user to achieve or restore compliance by a specific date. Such an order may include a compliance schedule with specific milestones for achieving steps towards compliance, for tracking progress, and for the User to report progress. SacSewer issues the compliance order unilaterally when noncompliance cannot be resolved without construction, repair, or process changes and when the user is not making a good faith effort to achieve compliance.
49. **CONDOMINIUM:** Any individually owned family dwelling unit co-located with one or more such units in the same structure.
50. **CONSENT ORDER:** An administrative order establishing an agreement with any user responsible for noncompliance and specifying action to be taken by the user to correct the noncompliance within a time also specified by the order.
51. **CONSULTING ENGINEER:** That person legally authorized to practice civil engineering in the State of California who prepares or submits improvement plans or specifications to SacSewer for approval. May also be called a design engineer. When SacSewer Standards and Specifications require that approval be obtained from SacSewer, such approval must be requested by the consulting engineer.

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52. **CONTAMINATION:** An impairment of the quality of the environment, including waters of the State, by waste to a degree that creates a hazard to public health through the spread of disease or the creation of toxic conditions.
53. **CONTRACT CHANGE ORDER:** A contract change approved by the District Engineer or by the Board of Directors that includes alterations, deviations, additions to, or deletions from the contract required for the proper completion of the work.
54. **CONTRACT DOCUMENTS:** The written agreement signed by the contractor covering the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. The contract documents must include the notice to contractors, bid, plans, specifications, SacSewer Standards and Specifications, contract bonds, and any project-specific specifications or documents as well as all supplemental agreements amending or extending the work contemplated and that may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the contract documents and include contract documents and contract change orders.
55. **CONTRACT TIME:** The time stated in the contract documents for completion of the work. The contract time may be a single allotment of time, a group of times specific to portions of the work, or a combination of the two.
56. **CONTRACTING AGENCY:** Any public agency (including an agency of the state or federal government) that is not a party to the Master Interagency Agreement and has a separate agreement that allows the contribution of wastewater from its system to SacSewer sewer system for collection. Contracting agencies need not be annexed to SacSewer as a contributing agency.
57. **CONTRACTOR:** Any person that is responsible for the construction, maintenance, or repair of sewer facilities within SacSewer service area. All contractors under contract to do work must be licensed according to the laws of the State of California.
58. **CONTRIBUTING AGENCY:** Signatories to the Master Interagency Agreement (MIA).
59. **COUNTY:** The County of Sacramento, a political subdivision of the State of California.
60. **CRIMINAL ACTION:** The pursuit of punitive measures against a User through a court of law.
61. **CUSTOMER:** Owner of the parcel being served by SacSewer's sewer collection system.
62. **DEFERRED SEWER INFRASTRUCTURE AGREEMENT:** An agreement that allows sewer infrastructure construction to be deferred.
63. **DENTAL DISCHARGER:** A facility where the practice of dentistry is performed, including, but not limited to, institutions, permanent or temporary offices, clinics, home offices, and facilities owned and operated by Federal, State, or local governments, that discharges wastewater to a publicly owned treatment works.
64. **DESIGN ENGINEER:** See Consulting Engineer.
65. **DEVELOPER:** Any person or persons, firm, partnership, corporation, or combination that is financially responsible for the construction of approved sewer facilities within SacSewer.
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66. **DISCHARGER:** Any person who discharges, causes, or allows the discharge of waste directly or indirectly to the sewer system. This term includes any User who is a potential source of discharge. Discharger shall mean the same as User.
67. **DISTRICT ENGINEER:** District Engineer is appointed by the SacSewer Board of Directors to oversee the operations of the Sacramento Area Sewer District treatment and resource recovery system and collection system.
68. **DOMESTIC WASTEWATER:** Liquid, solid, and water-carried waste originating from residential sources. Any wastewater produced by ordinary living uses, including liquid waste containing animal or vegetable matter in suspension or solution, or the water-carried waste from the discharge of toilets, showers, washing machines, sinks, dishwashers, or other sources of water-carried wastes of human origin. This definition includes wastewater from commercial and industrial sources which is of a similar source and quality to that produced by these same ordinary living uses.
69. **DOUBLE WYE:** A single lower lateral serving two or more parcels.
70. **EASEMENT:** An acquired legal right to use land in the manner specified in the legal document. The easement is itself a real property interest, but the land owner retains legal title to the underlying land for all purposes other than those specified. The land owner who grants the easement typically cannot build structures within the easement area, or use fencing or install other improvements or landscaping that would hinder access.
71. **ENFORCEMENT OFFICIAL:** The District Engineer or any other official or employee authorized by the District Engineer to enforce compliance with this Ordinance.
72. **ENFORCEMENT RESPONSE PLAN:** A document detailing procedures for investigation and response to instances of user noncompliance with provisions of the Ordinance, wastewater discharge permit, or order, including implementation of the enforcement response most appropriate for a given violation. The enforcement response plan ensures that consistent, timely, fair, and equitable enforcement procedures are implemented for instances of noncompliance.
73. **ENGINEERING NEWS RECORD-CONSTRUCTION COST INDEX:** An index used to determine construction costs, which is derived by using a specific formula.
74. **EQUIVALENT SINGLE-FAMILY DWELLING (ESD):** A parameter used to identify the sewage discharge on the basis of a single-family detached residential dwelling.
75. **ESTIMATED QUANTITIES:** The list of items and the estimated quantities associated with work. The estimated quantities provide the basis for the bid.
76. **EXISTING SOURCE:** Any source of discharge that is not a New Source.
77. **EXPANSION AREA – COLLECTION SYSTEM:** The geographical area within SacSewer service area that is not part of the Infill area for Collection System.
78. **EXPANSION COMMUNITIES – TREATMENT & RESOURCE RECOVERY:** Are one of the following:
1. Communities or portions of communities within the 1975 SacSewer Treatment and Resource Recovery Service Area service boundary will be considered “new growth” if either the percentage of connected ESD’s or percentage of connected

acreage does not achieve a 70% development level. These percentages will be reviewed periodically.

2. Communities or portions of communities that are outside the 1975 SacSewer Treatment and Resource Recovery Service Area service boundary will be considered “new growth” if the percentage of connected ESDs is below 70%.
 3. For purposes of calculating Sewer Impact Fees (Treatment) for development within the City of West Sacramento, the area south of the Barge Canal is defined as “expansion communities” development.
- 79. FATS, OILS and GREASE (FOG):** FOG is used in this Ordinance to describe inedible kitchen grease collected from grease intercepting devices and traps. This waste is also known as “brown grease”.
- 80. FEDERAL ACT (“ACT”):** The Federal Water Pollution Control Act, also known as the Clean Water Act as amended in 33 U.S.C. Part 1251.
- 81. FEDERAL PRETREATMENT REGULATIONS:** Any regulations promulgated by EPA in accordance with Sections 307(b) and (c) and 402(b) (8) of the Act (33 U.S.C. Part 1317) for the implementation, administration, and enforcement of Pretreatment Standards
- 82. FINAL COMPLETION:** Completion of all work included in a project or contract, including work directed by field instructions, written directives, change orders, punch lists, and correction of defective work, submittal of operation and maintenance manuals, as-builts, and test reports
- 83. FIELD INSTRUCTION:** A written order effecting a change or clarification in the work that may involve an adjustment to the contract sum or an extension to the contract time.
- 84. FISCAL YEAR:** The year beginning July 1 of a given year and ending June 30 of the following year.
- 85. FIXTURE UNIT:** The unit equivalent of plumbing fixtures as defined in the most recent edition of the Uniform Plumbing Code under the public use category. For purposes of determining Sewer Rates and Sewer Impact Fees, there are 23 fixture units/ESD, which is rounded to 0.04 ESD per fixture unit.
- 86. FLUSHER BRANCH:** The upstream end of a main line pipe that ends as a cleanout at ground level. A flusher branch may consist of either an elbow with an angled riser to the ground surface or a wye or tee fitting with a vertical riser to the ground surface and a plug or stub line at the end of the pipe.
- 87. FOOD SERVICE ESTABLISHMENT:** A facility that prepares or packages food or beverages for sale or consumption, onsite or offsite, with the exception of private residences.
- 88. FORCE MAIN:** The pressurized sewer facilities that convey sewage from a pump or lift station into a gravity pipeline.
- 89. GARBAGE:** Solid wastes from preparing, cooking, and dispensing food, and from handling, storing, and selling food products.

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90. **GENERAL PERMIT:** A Wastewater Discharge Permit issued to a class or category of User(s) in lieu of individual permits.
91. **GRAVITY PIPELINE:** The non-pressurized conveyance facilities of the sewer collection system.
92. **GREASE INTERCEPTOR:** A device designed and installed to separate fats, grease, oil, solids, and other related undesirable matter from normal wastes and retain them, permitting normal liquid wastes to discharge into SacSewer's sewer collection system. The device must be designed and installed according to the California Plumbing Code. See also Interceptor Devices.
93. **GROSS ACRE:** An area of 43,560 SF, which includes the total area within the property lines of a lot or parcel of land before public right-of-ways are deducted from such lot or parcel.
94. **GROUNDWATER:** Water held underground in soil or permeable rock.
95. **GROUNDWATER REMEDIATION DISCHARGER:** A User issued a Wastewater Discharge Permit by SacSewer to discharge polluted groundwater to the sewer system and not classified as an Industrial or Temporary Discharge Permit User.
96. **HALFPLEX:** One-half of an attached structure designed for occupancy by a single family. There are two halfplexes per structure, with property lines separating each unit. Each halfplex is deeded separately and has its own parcel number.
97. **HAZARDOUS MATERIALS:** Any substance, or combination of substances, that is classified as hazardous under state (California Health and Safety Code, Section 25501 (o)) or federal regulations, is included on the federal list of toxic pollutants as specified in 40 CFR 403, or is included in the list of hazardous substances as specified in 40 CFR 116. Used here, hazardous material will also include any substance, waste, or material that meets any of the following criteria: (1) Toxic—capable of producing injury, illness, or damage to humans, livestock, or wildlife through ingestion, inhalation, or absorption through any body surface; (2) Corrosive—capable of destroying by chemical action living tissue through contact; (3) Irritants—capable of causing a local inflammatory reaction; (4) Strong sensitizers—capable of causing allergic or hypersensitive reactions; or (5) Flammable—capable of burning during normal handling and producing harmful gas or particles.
98. **HAZARDOUS WASTE:** Any waste classified as hazardous waste under 40 CFR 261 or as otherwise defined by state statute or regulation.
99. **HOLDING TANK WASTE:** Any waste from holding tanks, such as vessels, chemical toilets, campers, trailers, and vacuum-pump tank trucks.
100. **INCREMENTAL SEWER IMPACT FEE:** A fee calculated to pay for a user's proportionate share of sewer capacity and other related costs required for identified increases in fees due, such as for a change in use or increasing flow or acreage.
101. **INDIRECT DISCHARGE OR DISCHARGE:** Indirect Discharge or Discharge means the introduction of pollutants into a POTW from any non-domestic source regulated under Section 307(b), (c) or (d) of the Federal Act.
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102. INDUSTRIAL USER: Any User that is issued a Wastewater Discharge Permit and meets one or more of the following criteria:

1. Discharges 25,000 gallons or more of process wastewater per day (excluding the domestic, noncontact cooling, and boiler blowdown wastewater portion of the discharge), or
2. Discharges more than 37.5 pounds of biochemical oxygen demand (BOD), 37.5 pounds of total suspended solids (TSS), or 8.3 pounds of total kjeldahl nitrogen (TKN) per day of process wastewater (excluding the domestic, noncontact cooling, and boiler blowdown wastewater portion of the discharge), or
3. Discharges wastewater to the SacSewer sewer system that contains materials in sufficient quantity either singly or by interaction with other wastes, to constitute a potential hazard to humans or animals, to potentially cause interference or create a public nuisance, or create any hazard in or to have an adverse effect on the waters receiving any discharge from the SacSewer wastewater treatment plant, or is subject to Environmental Protection Agency Categorical Pretreatment Standards or any Pretreatment Standards set by the State of California.

103. INFILL AREA – COLLECTION SYSTEM: The geographical area within the SacSewer service area that discharges or has been planned to discharge via a direct physical connection through a sewer lateral or collector to the existing 1999 trunk sewer collection system as defined in the March 2002 CSD-1 Sewerage Facilities Master Plan Final Report. The trunk sewer collection system and Infill area have subsequently been refined, for example with the addition of the Courtland and Walnut Grove collection systems.

104. INFILL COMMUNITIES – TREATMENT AND RESOURCE RECOVERY: Are one of the following:

- i) Communities or portions of communities within the 1975 SacSewer Treatment and Resource Recovery Service Area service boundary will be considered “infill” if the percentage of connected ESDs or percentage of connected acreage is 70% or above. These percentages will be reviewed periodically.
- ii) Communities or portions of communities that are outside the 1975 SacSewer Treatment and Resource Recovery Service Area service boundary will be considered “infill” if the percentage of connected ESDs is 70% or above.
- iii) For purposes of calculating Sewer Impact Fees (Treatment) for development within the City of West Sacramento, the area north of Barge Canal is defined as Infill Communities development.

105. INFILL / EXPANSION AREA MAP – COLLECTION SYSTEM: The geographical map showing the Infill and Expansion areas within the SacSewer service area.

106. INFILL / EXPANSION COMMUNITIES MAP – TREATMENT AND RESOURCE RECOVERY: The geographical map showing the Infill and Expansion areas within the SacSewer service area

107. INFILTRATION: Any water entering SacSewer’s sewer system from the ground, through means including, but not limited to, defective pipes, pipe joints, connections, or manhole walls.

- 108. INFLOW:** Any water entering and/or discharging into SacSewer's system from sources including, but not limited to: roof leaders, cellars, yard and area drains, fountain drains, cooling water discharges, drains from springs and swampy areas, manhole covers, cross-connections from storm sewers and combined sewers, catch basins, stormwater, surface runoff, street wash waters, or street wash drainage.
- 109. INSPECTOR:** The person or persons authorized to act as agents for SacSewer in the inspection of work, compliance, and enforcement.
- 110. INSTANTANEOUS LIMIT:** The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the flow rate and the duration of the sampling event.
- 111. INTERCEPTOR DEVICES:** Devices intended for the interception and removal of pipe-blocking substances that are designed and installed according to the California Plumbing Code.
- 112. INTERCEPTOR SEWER:** An existing sewer (including pumping facilities and in-line treatment facilities belonging to that sewer) described in the Master Interagency Agreement and any future sanitary sewers constructed after the date of the MIA that meet either of the following criteria:
- Any sanitary sewer designed to carry a peak wet weather flow of 10 million gallons per day or greater
- Any sanitary sewer that has its upstream and downstream ends adjacent and connected to an existing interceptor sewer described in the Master Interagency Agreement.
- 113. INTERFERENCE:** Any discharge which, alone or in conjunction with a discharge or discharges from other sources: 1) inhibits or disrupts SacSewer's treatment processes or operations, or its biosolids processes, use or disposal; and 2) is a cause of a violation of SacSewer's National Pollutant Discharge Elimination System (NPDES) permit or of the prevention of biosolids use or disposal in compliance with any of the following statutory or regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: Section 405 of the Act; the Solid Waste Disposal Act (SWDA), including Title II commonly referred to as the Resource Conservation and Recovery Act; any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the SWDA; the Clean Air Act; the Toxic Substances Control Act and the Marine Protection, Research and Sanctuaries Act.
- 114. INTERIM TRUNK:** A sewer facility identified during the planning process that is required to allow development in lieu of access to available capacity in a future interceptor sewer or trunk. A sewer facility must meet all the following requirements to be considered an interim trunk:
- i. Designed to carry more than 1 million gallons per day peak wet weather flow
 - ii. Located to facilitate abandonment once capacity in an interceptor sewer or trunk becomes available
- Serve more than one development

- 115. JUNIOR ACCESSORY DWELLING UNIT:** A residential dwelling unit that is no more than 500 square feet in size, is contained entirely within a single-family residence or a co-located existing single-family residence accessory structure, and meets the definition and requirements for “junior accessory dwelling unit” in California Government Code Section 65852.22.
- 116. JURISDICTIONAL AGENCY:** The local public agency, typically the unincorporated county, a local city (for example, Sacramento, Elk Grove, Rancho Cordova, and Citrus Heights), or utility district (for example, the fire department, local water agency, local parks and recreation) that has standards to which SacSewer defers.
- 117. LIQUID WASTE HAULER:** Any User engaging in vehicular transport of waste as part of, or incidental to, any business for discharge into the SacSewer sewer system. This includes haulers of septage, portable toilet waste, post-consumer high-strength organic waste, pre-consumer high-strength organic waste, FOG and other waste types.
- 118. LOCAL JURISDICTION:** See Jurisdictional Agency.
- 119. LOCAL LIMITS:** Specific discharge limits developed and enforced by SacSewer upon Users to implement the general and specific discharge prohibitions listed in 40 CFR Part 403.5(a)(1) and (b).
- 120. LONG-TERM USE RECREATIONAL VEHICLE PARK:** Any parcel, area, or tract of land where two or more lots are rented, leased, or held out for rent or lease to accommodate an extended stay or long-term use of recreational vehicles for human habitation.
- 121. LOW INCOME HOUSEHOLDS:** Refers to the definition contained in California Health and Safety Code Section 50079.5, including an income limit of 80% of area median income, adjusted for family size and revised annually.
- 122. LOWER LATERAL:** Portion of the sewer lateral from the main line to SacSewer sewer cleanout or, in the absence of a cleanout, to the limits of the public right-of-way, SacSewer or other public sewer easement where SacSewer maintains the sewer facilities, or public utility easement.
- 123. MAIN LINE:** Sewer pipe connecting two nodes designed to accommodate flow typically from more than one sewer lateral. Main line sewers include collectors and trunks.
- 124. MAJOR TRANSPORTATION-RELATED FACILITIES:** Those properties used as freeways, highways, railroad alignments and yards (excluding private spurs), and airport runways, taxiways, and aprons within the air operations area (Primary Surface, Clear Zone, portions of the Transition Zone, etc.). These areas are not considered a part of the acreage of parcels for sewer impact fee calculations.
- 125. MANHOLE:** A type of node that provides a point of entry into the sewer collection system. A manhole with an incoming pipe elevated several feet above the manhole invert is termed a “drop manhole.” If the drop piping is inside the manhole, it is termed an “inside drop.” If the drop piping is located outside the manhole barrel and then terminates inside near the manhole bottom, it is termed an “outside drop.”
- 126. MANHOLE TAPS:** Taps connecting directly into a manhole.

- 127. MARKET RATE RESIDENTIAL PROPERTY OR PROJECT:** A residential property or residential project that is not defined as a low income or very low income household(s).
- 128. MASTER INTERAGENCY AGREEMENT (MIA):** The agreement between the Sacramento Area Sewer District (SacSewer), the County of Sacramento, and the cities of Folsom, Sacramento, and West Sacramento. The agreement, executed on November 15, 2021, defines the interrelationship and responsibilities of the signatories.
- 129. MAXIMUM MONTHLY FLOW:** The maximum wastewater flow that occurs during a month within the preceding 12-month period.
- 130. MAY:** Permissive.
- 131. MEDICAL WASTE:** Solid wastes from hospitals, clinics, offices of medical doctors, convalescent homes, medical laboratories, or other medical facilities, including hypodermic needles, syringes, instruments, utensils, or other paper and plastic items of a disposable nature.
- 132. MIDDLE TIER CATEGORICAL INDUSTRIAL USER:** A User subject to a Categorical Pretreatment Standard or Categorical Standards that SacSewer has determined never discharges more than 5,000 gallons per day (gpd) of total categorical wastewater (excluding domestic, noncontact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:
1. The Industrial User's total categorical wastewater flow does not exceed any of the following:
 - 0.01 percent of the design dry weather hydraulic capacity of the POTW, or 5,000 gallons per day, whichever is smaller, as measured by a continuous effluent flow monitoring device unless the Industrial User discharges in batches;
 - 0.01 percent of the design dry weather organic treatment capacity of the POTW; and
 - 0.01 percent of the maximum allowable headworks loading for any pollutant regulated by the applicable categorical Pretreatment Standard for which approved local limits were developed by a POTW in accordance with §403.5(c) and pursuant to Section 2.7.2 of this Ordinance;
 2. The Industrial User has not been in significant noncompliance, as defined by this Ordinance, for any time in the past two years;
 3. The Industrial User does not have daily flow rates, production levels, or pollutant levels that vary so significantly that decreasing the reporting requirement for this Industrial User would result in data that are not representative of conditions occurring during the reporting period required by their Wastewater Discharge Permit;
 4. The Industrial User must notify SacSewer immediately of any changes at its facility causing it to no longer meet conditions 1 through 3 of this definition.
- 133. MILLIGRAMS PER LITER (mg/L):** One milligram in each liter of liquid, which is equal to one part per million.

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- 134. MOBILE HOME:** A structure, transportable in one or more sections that is either eight feet or more wide or forty feet or more long when in the travel mode; or is at least 320 square feet when erected onsite; and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air conditioning, and electrical systems.
- 135. MOBILE HOME PARK:** Any parcel, area, or tract of land where two or more lots are rented, leased, or held out for rent or lease to accommodate mobile homes for human habitation.
- 136. MULTIPLE-FAMILY DWELLING:** Dwellings for more than one family, inclusive of any accessory dwelling units or ancillary units legally permitted to be associated with multiple-family dwellings in accordance with either this Ordinance, or California Government Code Section 65852.2, or California Government Code Section 65852.22. Multiple-family dwellings often have shared walls and/or shared community spaces and includes duplexes, triplexes, quadplexes, halfplexes, apartments, mobile homes (term includes long-term use of recreational vehicles), condominiums, townhouses, and row houses. In cases where dwelling units that would normally be defined as multiple-family dwellings contain the characteristics of single-family dwellings, the District Engineer may define the units as single-family dwellings for purposes of this Ordinance.
- 137. MULTIPLE SEGMENTS:** Several consecutive pipe segments. During television inspection work, each segment is to be considered a separate data report.
- 138. NATURAL OUTLET:** Any natural outlet tributary to a watercourse, ditch, pond, lake, or other body of surface or groundwater.
- 139. NET ACRE:** A developable land area of 43,560 square feet. It represents the gross acreage of a parcel minus non-buildable areas, such as public roads, rights-of-way, utility easements, and flood control channels.
- 140. NEW SOURCE:** Any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which commences after the publication of proposed Pretreatment Standards under Section 307(c) of the Act, which will be applicable to such source if such standards are thereafter promulgated in accordance with that Section. Specific location and construction criteria for determining a new source are as defined in 40 CFR Part 403.3(m), as revised.
- 141. NODE:** A point of access or inspection, such as a manhole, flusher branch, or other sanitary sewer main line structure.
- 142. NONCOMPLIANCE:** Any violation of any part of this Ordinance, a Wastewater Discharge Permit, or EPA Pretreatment Standards.
- 143. NONCOMPLIANCE COST:** A charge issued to the noncompliant user to recover any costs incurred by SacSewer because of noncompliance by the user.
- 144. NON-DEFINED COMMERCIAL:** A commercial user that is not defined by a specific enterprise category.
- 145. NON-DOMESTIC WASTEWATER:** Any wastewater not originating solely from humans and domestic activities and not produced as wastewater from restroom facilities,
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showers, or kitchens. Included in this definition are groundwater, stormwater, runoff, and cooling water that are discharged to the sewer. Any water-carried wastes and wastewaters, excluding domestic wastewater, derived from any producing, manufacturing, processing, institutional, agricultural, or other operation.

- 146. NON-PERMANENT DISCHARGE:** Discharges that do not require a separate permanent connection per this Ordinance.
- 147. NON-SIGNIFICANT CATEGORICAL USERS:** A User subject to a Categorical Pretreatment Standards or Categorical Standard that SacSewer has determined never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding domestic, noncontact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met: a) the User, prior to SacSewer's finding has consistently complied with all applicable Categorical Pretreatment Standards and Requirements; b) the User annually submits the certification statement required in 40 CFR Part 403.12 (q), together with any additional information necessary to support the certification statement; and c) the User never discharges any untreated concentrated wastewater.
- 148. NOTICE OF VIOLATION:** An official communication from SacSewer to a noncompliant user informing the user that a violation has occurred. The notice of violation can specify corrective measures to be implemented by the user.
- 149. NOTICE TO CONTRACTORS:** The written notice informing interested parties of the date, location, and time of the bid opening of a proposed SacSewer project and the terms and conditions of submitting bids to perform the work.
- 150. NOTICE TO PROCEED:** The written authorization to the contractor specifying the date the work may begin and any conditions regarding the beginning of the work.
- 151. NPDES PERMIT (National Pollutant Discharge Elimination System Permit):** The written requirements established by the State of California Central Valley Regional Water Quality Control Board (CVRWQCB) which governs the quality and quantity of wastewater discharged from SacSewer's treatment plant to Receiving Waters. Requirements for screenings and biosolids disposal are established in the associated Waste Discharge Requirements Order issued by the CVRWQCB.
- 152. NUISANCE:** That which is injurious to health, offensive to the senses, obstructive to the free use of real property so as to interfere with comfortable enjoyment of life or real property.
- 153. ONSITE WASTEWATER TREATMENT SYSTEM:** A system that treats waste located on a parcel. Onsite wastewater treatment systems can be septic tanks, dry well systems, mound systems, and such. These systems are regulated by the Sacramento County Environmental Management Department.
- 154. OWNER:** The record owner of real property, residence, or business.
- 155. PASS THROUGH:** A discharge that exits SacSewer's sewer system into the waters of the State in quantities or concentrations, which alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of SacSewer's NPDES Permit, including an increase in the magnitude or duration of a violation, and

which causes water quality standards established by the State or EPA to be exceeded. Pass Through shall also include any discharge which exits SacSewer's sewer system into SacSewer's land disposal system in quantities or concentrations, which alone or in conjunction with a discharge or discharges from other sources, causes SacSewer to violate the requirements of SacSewer's CVRWQCB Waste Discharge Requirements for land disposal, including an increase in the magnitude of the violation.

- 156. PATHOGEN:** A microscopic organism that can produce infection or infectious disease in humans through ingestion or exposure. Pathogens may be measured directly or indirectly through indicator organisms, typically in domestic wastewater flows. For the purpose of calculating Treatment and Resource Recovery Sewer Impact Fees and monthly Sewer Rates, domestic wastewater flow is used for determining the User's proportionate share of pathogen treatment cost.
- 157. PERMITTEE:** The person to whom a wastewater discharge or temporary discharge permit has been issued under this Ordinance.
- 158. PERSON:** Any individual, firm, company, association, partnership, corporation, organization, group, contributing agency, or public agency, including the State of California and the United States of America. The singular includes the plural.
- 159. pH:** pH is an expression of the intensity of the alkaline or acidic strength of a liquid.
- 160. PHASED DEVELOPMENT:** A project whose full aerial extent is known but that is not proposed to be constructed at one time.
- 161. PIPE-BLOCKING SUBSTANCES:** Materials and substances that obstruct or impede the flow within sewer systems which may include, but are not limited to, the following: fats, oils, grease, rags, wipes, cloth, plastic items, sediment, grit, debris, and roots. The accumulation or intrusion of these materials potentially cause blockages, spills, or other operational failures.
- 162. PIPE CASING:** A pipe that encases a sewer pipe, used to separate sewer pipe from undesirable conditions or to enable construction using a trenchless method. Steel or metallic casings must be cathodically protected.
- 163. PIPE SEGMENT:** A pipe segment is the section of main line between two nodes.
- 164. PLANS:** The plans, drawings, profiles, cross sections, working drawings, and supplemental drawings, or reproductions approved by SacSewer that show the locations, character, dimensions, and details of the work.
- 165. PLUMBING SEWER CODE:** The California State Plumbing Code, most current revision.
- 166. POINT REPAIR:** Rehabilitation of a short section (less than 50 feet long) in an existing pipeline.
- 167. POLLUTANT:** Any constituent or characteristic of wastewaters which is prohibited or limited within this Ordinance and where a discharge limit may be imposed either by SacSewer or the regulatory bodies empowered to regulate SacSewer. Pollutants may include, but are not limited to, solid waste, garbage, medical waste, chemical waste, biological waste, radioactive materials, municipal, agricultural and industrial wastes, and

characteristics of wastewater (for example, pH, salinity, temperature, Total Kjeldahl Nitrogen, Total Suspended Solids, turbidity, color, Biological Oxygen Demand, toxicity, or odor).

- 168. POLLUTION:** A condition in which elements, pollutants, or compounds are present at concentrations high enough above their normal ambient levels to produce a measurable effect on man, animals, vegetation, or materials.
- 169. PORTABLE TOILET WASTE:** Domestic waste from portable toilets or toilet/sink holding tanks.
- 170. POST-CONSUMER HIGH STRENGTH ORGANIC WASTE:** Feedstock such as Fats, Oils, and Grease (FOG) or pre-processed source-separated food waste. Liquid or slurry shall be pumpable and may contain limited amounts of inorganic material that are no greater than 0.5 inches particle size.
- 171. PRELIMINARY TREATMENT FACILITIES:** Facilities such as fats, oil, grease, grit, sand, or other pipe-blocking substance intercepting devices that are designed and installed according to the California Plumbing Code. See also Interceptor Devices.
- 172. PREMISES:** A parcel of real property or its portion, including any improvements, that is determined by the District Engineer to be a single unit for purposes of receiving, using, and paying for sewage disposal service. In so determining, the District Engineer shall take into consideration such factors as whether the unit could reasonably be subdivided, the number and location of service sewers, and whether the unit is being used for a single activity and, if not, what the principal activity is for sewage disposal services.
- 173. PRETREATMENT FACILITY:** Any works or device for treatment, control, or flow limitation of wastewater, prior to discharge into a public sewer.
- 174. PRETREATMENT REQUIREMENTS:** Any substantive or procedural requirement related to pretreatment imposed on a User, other than a Pretreatment Standard.
- 175. PRETREATMENT STANDARDS OR STANDARDS:** Pretreatment Standards shall mean prohibited discharge standards, Categorical Pretreatment Standards, and Local Limits. This term includes prohibitive discharge limits established pursuant to Title 40 CFR, Section 403.5, or under the authority of this Ordinance.
- 176. PRE-CONSUMER HIGH-STRENGTH ORGANIC WASTE:** Feedstocks such as soda waste, brewery waste, dairy processing waste, and other organic sludges, which are pumpable and do not contain inorganic material.
- 177. PRIVATE SEWER:** Sewer located on private property, not owned and maintained by SacSewer.
- 178. PRIVATE SEWER MAINTENANCE AGREEMENT:** An agreement that is recorded that allows maintenance and use of privately owned and operated sewer facilities.
- 179. PROHIBITED DISCHARGES:** Absolute prohibitions against the discharge of certain substances, types of substances, or quantities as specified in this Ordinance or in a permit or other document issued by SacSewer.
- 180. PROJECT:** The work.

- 181. PROJECT PROPONENT:** Typically, a developer, owner, or their representative or designee that is facilitating a project or development.
- 182. PROPOSAL:** The bid.
- 183. PUBLIC AGENCY:** The United States Government or any of its departments or agencies; the State of California or any of its departments or agencies; any city, county, town, or any of their departments or agencies; any other public district, entity or entities; or any combination of the foregoing.
- 184. PUBLIC RIGHT-OF-WAY:** Any real property (for example, streets, sidewalks, curbs, gutters, highways, alleys, landscaped corridors, or medians) that has been set aside for public use and dedicated as a public right-of-way in the fee title.
- 185. PUBLIC SEWER:** Any sewer that carries domestic or non-domestic wastewater located within an easement or public right-of-way maintained by SacSewer.
- 186. PUBLIC UTILITY EASEMENT:** An easement dedicated to any utility which provides services to the general public, including, but not limited to, gases, electric, telephone, sewer, water, drainage, fiber optic, and cable television system. PUEs are generally strips of land that are created at the time a plan for a new development is drawn. PUEs almost always exist along streets and rear lot lines and sometimes exist between lots.
- 187. PUBLICLY OWNED TREATMENT WORKS or POTW:** A treatment works, as defined by Section 212 of the Act (33 U.S.C. Section 1292), which is owned by SacSewer. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, which convey wastewater to a treatment plant. The term also means the municipality as defined in Section 502(4) of the Act, which has jurisdiction over the Indirect Discharges and the discharges from such a treatment works. The EchoWater Resource Recovery Facility is the local treatment plant that serves the Sacramento Region
- 188. PUMP STATION:** A pumping facility that pumps sewage through a force main into the nearest manhole, such that sewage can again flow by gravity.
- 189. QUALIFIED RESIDENTIAL PROJECT:** A residential development project that includes either of the following:
- i. At least 10% of units with affordable rents or affordable housing costs for very low-income households
 - ii. At least 49% of units with affordable rents or affordable housing costs for low-income households
- 190. QUALIFYING CUSTOMER:** Any Residential User that meets the requirements of the Sewer Lifeline Rate Assistance Program, as determined from time to time by the Board of Directors.
- 191. RATE:** Monthly rate that all users of SacSewer sewer system must pay to use SacSewer's sewage treatment and resource recovery, and/or collection system services.
- 192. RECEIVING WATERS:** Waters which are defined under 40 CFR Part 122 (NPDES) as "Waters of the United States."

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- 193. RECORD DRAWINGS:** Final drawings of the project submitted to SacSewer before project acceptance. Record drawings are permanent records and are archived by SacSewer.
- 194. RECYCLED WATER:** Treated wastewater that complies with 22 California Code of Regulations (CCR) and is safe for non-potable uses, such as landscape irrigation.
- 195. RECYCLED WATER USER:** A SacSewer customer that obtains or uses recycled water provided by the EchoWater Resource Recovery Facility.
- 196. REIMBURSEMENT AGREEMENT:** An agreement to reimburse parties who construct a sewer facility, typically a collector or trunk facility.
- 197. RELEASE FROM SHRA:** A written release submitted by SHRA or West Sacramento Agency to the District Engineer that either:
- i. Verifies that the buyer or renter has met the income qualifications as set forth in the in this Ordinance
 - ii. Verifies that a multi-family residential project has received a final cost certification from the State of California Tax Credit Allocation Committee or similar certification from another financing entity, or that the renter has met the income qualifications as set forth in the waiver/deferral Section.
- 198. RESIDENTIAL USER:** A user whose premises are used solely for nontransient human habitation for one or more persons.
- 199. RIGHT-OF-WAY:** A type of easement that permits the public to travel over a parcel of land. Typically, a ROW is granted on a subdivision or parcel map and is dedicated to the jurisdiction for operation and maintenance of a travel way.
- 200. SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY (SHRA):** A joint power authority created by the City of Sacramento and the County of Sacramento to represent both jurisdictions for affordable housing and community redevelopment needs. Reference to SHRA includes their successor or legally authorized housing agency.
- 201. SACRAMENTO LOCAL AGENCY FORMATION COMMISSION (LAFCo):** An agency responsible for (a) coordinating logical and timely changes in local governmental boundaries, including annexations and detachments of territory, incorporations of cities, formations of special districts, and consolidations, mergers, and dissolutions of districts, as well as for (b) reviewing ways to reorganize, simplify, and streamline governmental structure.
- 202. SACSEWER:** Sacramento Area Sewer District.
- 203. SACSEWER CLEANOUT:** A pipe installed in the ground near the sewer easement or right-of-way that provides access to SacSewer's sewer pipe.
- 204. SACSEWER SERVICE AREA MAP–COLLECTION SYSTEM:** Graphic that depicts the area that is eligible to receive collection system service from SacSewer.
- 205. SACSEWER SERVICE AREA MAP – TREATMENT AND RESOURCE RECOVERY:** Graphic that depicts the area that is eligible to receive treatment and resource recovery service from SacSewer.
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- 206. SAND AND GRIT INTERCEPTOR:** Device constructed and installed in conformity to the California Plumbing Code, operated by the customer of the sewer collection system for removing sand and grit before contributing liquid wastes to the sewer collection system.
- 207. SANITARY DUMP STATION:** A facility intended to receive wastewater from any holding tank or similar device installed in any recreational vehicle or food truck.
- 208. SANITARY SEWER:** A sewer facility that carries wastewater.
- 209. SCHEDULE OF VALUES:** A statement furnished by the contractor reflecting the portions of the total contract price allotted for the various parts of the work for each work activity contained on the project schedule. Unless otherwise indicated in the specifications, the total of the schedule of values must equal the full costs of the work, including all labor, material, equipment, overhead, and profit. For lump sum contracts, the schedule of values is the basis for reviewing the contractor's application for progress payments.
- 210. SCHEMATIC SLOPE:** A pipe slope used for planning purposes within a sewer study or design report. The schematic slope is typically greater than the design slope to allow for unknown factors.
- 211. SELF MONITORING:** Wastewater sampling performed by a discharger, in accordance with SacSewer's Pretreatment Program. Self-monitoring requirements will be specified in the User's Wastewater Discharge Permit.
- 212. SEPTAGE:** Wastewater from septic tanks.
- 213. SERVICE AREA:** The geographical area served by SacSewer's sewer system as shown in the SacSewer service area map available at www.sacsewer.com. See also SACSEWER SERVICE AREA MAP – COLLECTION SYSTEM and SACSEWER SERVICE AREA MAP – TREATMENT AND RESOURCE RECOVERY.
- 214. SEWAGE:** Domestic or non-domestic waste, or both, together with such ground, surface, and stormwaters that enter the sewer collection system.
- 215. SEWER:** A pipe or conduit that receives and carries wastewater.
- 216. SEWER COLLECTION SYSTEM:** All facilities for collecting, pumping, conveying, controlling, treating, storing, and disposing of wastewater.
- 217. SEWER EASEMENT:** An acquired legal right to the exclusive or joint use of a defined portion of land for access, construction, or maintenance of sewers or as defined within the legal description of said easement.
- 218. SEWER FACILITIES:** Refers to sewer manholes, wet wells, pump stations, lift stations, access roads, gravity pipes, force mains, sewer easements, laterals, and any facility over which SacSewer has full jurisdiction.
- 219. SEWER IMPACT FEE:** A fee paid by users for their share of the cost of the sewer collection system and/or sewage treatment facilities. See Sewer Impact Fee as referenced for the Treatment and Resource Recovery System in Part 2 and Sewer Impact Fee as referenced for the Collection System in Part 3.

- 220. SEWER IMPACT FEE CREDIT:** The credits (based on ESDs, gallons, or acreage) assigned to a parcel that have been purchased by the payment of sewer impact fees or other form of payment for connection or discharge to the sewer system.
- 221. SEWER IMPACT PERMIT:** Permit required before discharging into the SacSewer sewer collection system.
- 222. SEWER LATERAL:** A pipe comprised of the upper and lower lateral that collects sewage (typically residential or commercial) and transports it to SacSewer main line pipe or manhole. Also called lateral sewer and service sewer.
- 223. SEWER SYSTEM:** Facilities used for collecting, conveying, pumping, treating, and disposing of wastewater and residuals. Also sometimes referred to as a Publicly Owned Treatment Works.
- 224. SEWER SYSTEM CAPACITY PLAN:** The plan that displays or describes SacSewer's intentions to provide sewer service to SacSewer's service area. This document is periodically updated and approved by the Board of Directors.
- 225. SEWER SYSTEM MANAGEMENT PLAN:** Document that provides SacSewer a system-wide living management plan for the operation, maintenance, expansion, repair and replacement of SacSewer's sewer collection system. The intent of this document is to be the day-to-day working management plan that also meets the requirements of addressing the mandatory elements defined by the State Water Resources Control Board, Waste Discharge Requirements for sanitary sewer systems, most current edition.
- 226. SHALL:** Mandatory, as in *must*.
- 227. SHOW CAUSE ORDER:** An order requiring a user to appear before the District Engineer to explain any noncompliance and defend against any specified enforcement actions. SacSewer may designate a hearing officer to hear testimony.
- 228. SIGNIFICANT NONCOMPLIANCE:** A User is in Significant Noncompliance if its violations meet one or more of the following criteria: 1) Chronic violations of Wastewater Discharge Permit limits defined here as those in which 66% or more of all the measurements taken during a 6-month period exceed by any magnitude a numeric Pretreatment Standard or Requirement, including instantaneous limits; 2) Technical review criteria violations defined here as 33% or more of all of the measurements for each pollutant parameter taken during a 6 month period equal or exceed the product of the numeric Pretreatment Standard or Requirement including instantaneous limits multiplied by the applicable criteria [1.4 for BOD, TSS, fats, oils, and grease and 1.2 for all other pollutants except pH]; 3) Any other violation of a Pretreatment Standard or Requirement (daily maximum, long-term average, instantaneous limit, or narrative standard) that SacSewer determines has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of SacSewer personnel or the general); 4) Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in SacSewer's exercise of emergency authority to halt or prevent such a discharge; 5) Failure to meet, within 90 days of the scheduled date, a compliance schedule milestone contained in an individual Wastewater Discharge Permit or enforcement order for starting construction, completing construction, or attaining final compliance; 6) Failure to provide within 45 days after the due date, any

required reports, including baseline monitoring reports, reports on compliance with Categorical Pretreatment Standards deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules; 7) Failure to accurately report noncompliance or provide compliance data; or 8) Any other violation(s), which may include a violation of Best Management Practices, which SacSewer determines will adversely affect the operation or implementation of the local pretreatment program.

229. SIGNIFICANT USER: Except as provided in paragraphs (3) and (4) of this definition:

1. A User subject to Categorical Pretreatment Standards; or
2. A User that:
 - a. Discharges an average of 25,000 gpd or more of process wastewater to the sewer system (excluding domestic, noncontact cooling and boiler blowdown wastewater); or
 - b. Contributes a process wastestream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the SacSewer treatment plant; or
 - c. Is designated as such by SacSewer on the basis that it has a reasonable potential for adversely affecting the SacSewer sewer system or for violating any Pretreatment Standard or Requirement.
3. SacSewer may determine that a User subject to Categorical Pretreatment Standards is a Non-Significant Categorical User rather than a Significant User on a finding that the User never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding domestic, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:
 - a. The User, prior to SacSewer's finding, has consistently complied with all applicable Categorical Pretreatment Standards and Requirements;
 - b. The User annually submits the certification statement required in 40 CFR Part 403.12(q), together with any additional information necessary to support the certification statement; and
 - c. The User never discharges any untreated concentrated wastewater.
4. Upon a finding that a User meeting the criteria in Subsection 2 of this part has no reasonable potential for adversely affecting SacSewer's operation or for violating any Pretreatment Standard or Requirement, SacSewer may at any time, on its own initiative or in response to a petition received from a User, and in accordance with procedures in 40 CFR Part 403.8(f)(6), determine that such User should not be considered a Significant User.
5. Significant User shall mean the same as Significant Industrial User as defined in 40 CFR Part 403.3(v).

230. SINGLE-FAMILY DWELLING: Any detached residential premise designed to house one family, inclusive of any accessory dwelling units, junior accessory dwelling units, or ancillary unit legally permitted to be associated with a single-family dwelling in

accordance with either this Ordinance, or California Government Code Section 65852.2, or California Government Code Section 65852.22.

- 231. SLUG LOAD OR SLUG DISCHARGE:** Any discharge of waste which in flow rate or concentration or quantities of any given constituent could cause a violation of the prohibitions in this Ordinance; or any discharge of a non-routine episodic nature, including but not limited to an accidental spill or non-customary batch discharge.
- 232. SPILL:** As defined by State Water Resources Control Board Order WQ 2022-0103-DWQ, discharge of sewage from any portion of a sanitary sewer system due to a sanitary sewer system overflow, operational failure, and/or infrastructure failure. Spills also include accidental, unanticipated, or nonroutine discharges that have flowed over the edge of its container or emptied onto a surface.
- 233. STANDARDS AND SPECIFICATIONS:** The Standards and Specifications document(s) adopted by the Board of Directors.
- 234. STANDARD SINGLE-FAMILY RESIDENTIAL DENSITY:** Six single-family detached dwelling units per gross acre.
- 235. STATE:** The State of California.
- 236. STATE PLANS:** The version of the State of California Standard Plans for Construction of Local Streets and Roads, issued by the California Department of Transportation, in effect at the time of Notice to Contractors.
- 237. STATE SPECIFICATIONS:** The version of the State of California Standard Specifications for Construction of Local Streets and Roads, issued by the California Department of Transportation, in effect at the time of Notice to Contractors.
- 238. STATE STANDARD SPECIFICATIONS OR STATE SPECIFICATIONS:** The Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation, latest edition.
- 239. STOPPAGE:** Please refer-to Blockage.
- 240. STUB LINES:** A main line that terminates without direct access. A stub line or flusher branch wye or tee may sometimes have a lower lateral connection at the end.
- 241. STORMWATER:** Any flow resulting from any form of natural precipitation.
- 242. STREET:** Any public highway, road, street, avenue, way, alley, or right-of-way.
- 243. SUBCONTRACTOR:** A properly licensed party under contract and responsible to the contractor for performing a specified part of the work or to a subcontractor of the contractor.
- 244. TAPS:** The location where lower laterals join main lines. Cored and hammer taps are types of connections commonly made to a main line some time after its original construction.
- 245. TECHNICAL PROVISIONS:** The provisions that describe the technical aspects of the work.

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246. **TEMPORARY DISCHARGE PERMIT:** A control mechanism issued to any person discharging for a specified duration into the SacSewer sewer system that identifies restrictions or limitations specific to the user as determined by the District Engineer.
247. **TEMPORARY DISCHARGE PERMIT USER:** Any user issued a Wastewater Discharge Permit for discharges that are typically of short duration or intermittent.
248. **TOTAL CONTRACT PRICE:** The total price for the work as bid by the contractor, including any additions or subtractions made through contract change orders.
249. **TOTAL KJELDAHL NITROGEN (TKN):** Represents a measurement of ammonia and organic nitrogen in the User's discharge.
250. **TOTAL SUSPENDED SOLIDS (TSS):** All matter that floats on the surface of, or is suspended in, water, wastewater, or other liquids, and which is removable by laboratory filtering.
251. **TOWNHOUSES:** A two- or three-story single-family dwelling unit constructed in a series or group of attached units, often connected by common walls, with property lines separating each unit. Often have common elements, such as a central courtyard, that would have shared ownership.
252. **TRADE SECRETS:** Information on production rates or on a secret method or process, not patented but known to only certain individuals using it in compounding some article of trade having a commercial value.
253. **TRANSITION MANHOLE:** The manhole where a force main connects and pressurized flow ends and gravity flow begins.
254. **TRUNK REIMBURSEMENT CREDIT:** A form of payment on a reimbursement agreement that can be applied to the Developer Project Costs component of the sewer impact fee.
255. **TRUNK (ALSO CALLED TRUNK SEWER OR TRUNK SEWER FACILITY):** A sewer facility designed to carry at least one million gallons per day but less than ten million gallons per day peak wet weather flow and receiving wastewater from two or more unique users.
256. **UPPER LATERAL:** Portion of the sewer lateral from the SacSewer sewer cleanout to the limits of the building plumbing. The upper lateral is the responsibility of the property owner to maintain.
257. **USER:** Any person who discharges, causes, or allows the discharge of waste directly or indirectly to the SacSewer sewer system. This term specifically includes any person who is a potential source of discharge. User shall mean the same thing as Discharger.
258. **VERY LOW INCOME HOUSEHOLDS:** Refers to the definition contained in California Health and Safety Code Section 50105, including an income limit of 50% of area median income, adjusted for family size and revised annually.
259. **WASTE:** Sewage and any and all other waste substances (liquid, solid, gaseous, or radioactive waste substances) associated with human habitation, or of human or animal origin, or from any commercial, producing, manufacturing, or processing operation of any nature.
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- 260. WASTE HAULER:** Any person engaging in vehicular transport of waste as part of, or incidental to, any business to discharge the waste into SacSewer sewer system.
- 261. WASTEWATER:** The liquid and water-carried nondomestic and domestic wastes, whether treated or untreated, and including polluted ground, surface, or storm waters as may be present in the sewer system.
- 262. WASTEWATER DISCHARGE PERMIT:** A control mechanism issued to any person discharging to the SacSewer sewer collection system that identifies restrictions or limitations specific to the User for activities governed by this Ordinance or as determined by the District Engineer.
- 263. WATER QUALITY REQUIREMENTS:** Requirements for SacSewer's treatment plant effluent, or for receiving waters, established by law, or by State or federal regulatory agencies, for the protection of receiving water quality.
- 264. WORK:** All actions that the contractor is required to do as specified, indicated, shown, contemplated, or implied in the contract to construct the work, including all alterations, amendments, or extensions made by contract change order, other written orders, or directives of SacSewer. Unless specified otherwise in the contract, the work includes furnishing all materials, supplies, equipment, tools, labor, transportation, supervision, and all incidentals necessary to complete the work.
- 265. WORKING DRAWING:** Working drawings detail a particular item of work and the manner in which it is to be accomplished or performed. Working drawings are prepared by the contractor as a submittal or a portion of a submittal and may be specifically requested by SacSewer or required in the contract, a field instruction, or other written directive.

25. ABBREVIATIONS

Abbreviation	Description
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
AB	Aggregate Base
ABS	Acrylonitrile-Butadiene-Styrene
AC	Asphalt Concrete
ACI	American Concrete Institute
ACP	Asbestos Cement Pipe
ACT	Federal Water Pollution Control Act, 33 U.S.C. Part 1251
ADWF	Average Dry Weather Flow
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association
ARV	Air Release Valve
ASA	American Standards Association

ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gage
AWS	American Welding Society
AWWA	American Water Works Association
BC	Begin Curve
BEP	Best Efficiency Point
BIS	Backup Into Structure
BM	Bench Mark
BMP	Best Management Practices
BRK	Brick
BOD	Biochemical Oxygen Demand
Cal-OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CARV	Combined Air and Vacuum Release Valve
CCF	One Hundred Cubic Feet
CCI	Engineering News Record-Construction Cost Index
CCR	California Code of Regulations
CC&Rs	Covenants, Codes, and Restrictions
CCP	Concrete Cylinder Pipe
CCTV	Closed Circuit Television
CCTVI	Closed Circuit Television Inspection
CF	Cubic Feet
CFR	Code of Federal Regulations
CGC	California Government Code
CIP	Cast Iron Pipe
CIPP	Cured-in-Place Pipe
CIWQS	California Integrated Water Quality System
CL	Center Line
CLSM	Controlled Low Strength Material
CML	Cement Mortar Lined Coated Steel Pipe
CMMS	Computerized Maintenance Management System
CMP	Corrugated Metal Pipe
CMU	Concrete Masonry Unit
CON	Poured-in-Place Concrete Pipe
CPC	California Plumbing Code
CIPP	Cured-in-Place Pipe as used in TVI
CUBS	Consolidated Utility Billing Service
CSD-1	County Sanitation District No. 1, Former name of Sacramento Area Sewer District

CSDFG	California State Department of Fish and Game
CSI	Construction Specifications Institute
CSP	Corrugated Steel Pipe
CVRWQCB	Central Valley Regional Water Quality Control Board
CY	Cubic Yards
Deg	Degree
Dia	Diameter
DIP	Ductile Iron Pipe
DIPRA	Ductile Iron Pipe Research Association
DNP3	Distributed Network Protocol Version 3
DWF	Dry Weather Flow
Dwg	Drawing
DWV	Drain Waste and Vent
EA	Each
EC	End Curve
Elev	Elevation
EMD	Environmental Management Department (County of Sacramento)
ENR CCI	Engineering News Record-Construction Cost Index
EP	Edge of Pavement
EPA	United States Environmental Protection Agency
ESD	Equivalent Single-family Dwellings
FB	Flusher Branch
FFH	Fold and Form HDPE
FFP	Fold and Form PVC
FL	Flow Line
FM	Force Main
FOG	Fats, Oils, and Grease
FPS	Feet per Second
FRP	Fiberglass Reinforced Pipe
FS	Federal Specifications
FSE	Food Service Establishment
FT	Feet
gal	Gallons
GIS	Geographic Information System
gpd	Gallons per Day
gpm	Gallons per Minute
HDPE	High Density Polyethylene
HOA	Hand Off Auto
hp	Horse Power

I/I	Inflow and/or Infiltration
ID	Inside Diameter
IEEE	Institute of Electrical and Electronics Engineers
in	inch
Inv	Invert
ISA	International Society of Arboriculture
KW	Kilowatts
LAFCo	Local Agency Formation Commission
lb	Pound
LF	Linear Foot
LPI	Lightning Protection Institute
LRC	PVC or PE-lined RCP
LS	Lump Sum
LWL	Low Water Level
Max	Maximum
MCP	Motor Circuit Protector
MGD	Million Gallons per Day
mg/L	Milligrams per Liter
MH	Manhold
Mi	Mile
MIA	Master Interagency Agreement
Min	Minimum
MOV	Motor Operated Valve
MUL	Multiple VCP-CIP or RCP-VCP
MMF	Maximum Monthly Flow
NBFU	National Board of Fire Underwriters
NCP	Non-Reinforced Concrete Pipe
NCPI	National Clay Pipe Institute
NEC	National Electric Code
NEMA	National Electrical Manufacturers' Association
NEPA	National Environmental Protection Agency
NFPA	National Fire Protection Association
NOV	Notice of Violation
NPDES	National Pollutant Discharge Elimination System
NPSHA	Net Positive Suction Head Available
NPSHR	Net Positive Suction Head Required
NSF	National Sanitation Foundation
OC	On Center
OD	Outside Diameter

OES	Governor's Office of Emergency Services
OIP	Operator Interface Panel
ORG	Orangeburg Pipe
OSHA	Occupational Safety and Health Administration
PCC	Portland Cement Concrete
PEP	Polyethylene Pipe
PF	Peaking Factor
PLC	Programmable Logic Controller
PLP	Plastic-Lined Pipe
psi	Pounds Per Square Inch
POTW	Publicly Owned Treatment Works
PUE	Public Utility Easement
PVC	Polyvinyl Chloride
PVS	Polyvinyl Chloride Spiral Pipe
PWWF	Peak Wet Weather Flow
ROW	Right-of-way
RAP	Reclaimed Asphalt Pavement
RCB	Reinforced Concrete Box
RCP	Reinforced Concrete Pipe
RCRA	Resource Conservation and Recovery Act
RPM	Reinforced Plastic Mortar Pipe
RS485	OSI Model Physical Layer Electrical Specification
RTU	Remote Terminal Unit
RWQCB	Regional Water Quality Control Board
SacSewer	Sacramento Area Sewer District
SBR	Spectral Band Replication
SCADA	Supervisory Control and Data Acquisition
SD	Storm Drain
S.F.	Square Foot/Feet
SSMP	Sewer System Management Plan
SWRCB	State Water Resources Control Board
SHRA	Sacramento Housing and Redevelopment Agency
SP	Steel Pipe
Sq	Square
Sq Ft	Square Foot/Feet
SRV	Sewer Relief Valve
SS	Sanitary Sewer
STA	Station
SWDA	Solid Waste Disposal Act

SWPPP	Stormwater Pollution Prevention Plan
TDH	Total Dynamic Head
Title 8	Title 8 (Construction Safety Orders) of the California Code of Regulations
Title 19	Title 19 (Public Safety) of the California Code of Regulations
Title 24	Title 24 (Building Standards) of the California Code of Regulations
Title 40	Title 40 (Protection of Environment) of the Code of Federal Regulations
TKN	Total Kjeldahl Nitrogen
TOC	Top of Curb
TP	Truss Pipe
TSS	Total Suspended Solids
TVI	Television Inspection
TVSS	Transient Voltage Surge Suppressors
Typ.	Typical
UBC	Uniform Building Code (latest edition adopted by Agency)
UL	Underwriters Laboratory Inc.
UMC	Uniform Mechanical Code (latest edition adopted by Agency)
UPC	Uniform Plumbing Code (latest edition adopted by Agency)
UPS	Uninterruptible Power Supply
URC	Unreinforced Concrete
USC	United States Code
UV	Ultraviolet
V	Velocity
VAR	Variable Material
VCP	Vitrified Clay Pipe
VSD	Vitrified Segmented Duct
W/	With
WDR	Waste Discharge Requirements
WEF	Water Environment Federation
WOD	Wooden Pipe
WTS	Water Technical Sheets
Yd	Yard

PART 2. TREATMENT AND RESOURCE RECOVERY

1. PURPOSE

Part 2 (Treatment and Resource Recovery) applies to customers in SacSewer's Treatment and Resource Recovery service area. Part 2 defines use of the sewage treatment and resource recovery system; provides for the enforcement of these requirements and establishes penalties for violations; and establishes the rates and fees for users of SacSewer's facilities. The SacSewer Treatment and Resource Recovery service area is shown in Figure 2-1.

2. SEWER USE

2.1. PURPOSE

This Section sets forth uniform requirements for Users of the wastewater conveyance, treatment, and resource recovery system of SacSewer and enables SacSewer to protect its interceptor sewers, treatment, pumping, resource recovery system, and disposal systems and to comply with all applicable State and federal laws required by the Clean Water Act of 1977 and the General Pretreatment Regulations (40 CFR Part 403) and any amendments thereto following adoption of this Part.

2.2. APPLICABILITY OF THE SEWER USE SECTION

To assure that the purposes of this Section are carried out, the specific provisions of the Section may be supplemented by additional requirements and policies established by the District Engineer, consistent with the provisions of this Section. The District Engineer shall promulgate such detailed regulations and standards including drawings, specifications, and other requirements as are necessary to fully implement this Section.

Except as otherwise provided herein, the District Engineer shall administer, implement, and enforce the provisions of this Sewer Use Section. Any powers granted to or duties imposed upon the District Engineer except for termination of service, may be delegated by the District Engineer to appropriate SacSewer staff.

2.3. IMPLEMENTATION

The requirements of this Sewer Use Section are applicable to all persons within SacSewer and to all persons outside SacSewer who are, by contract, agreement or action, Users of the SacSewer sewer system, including any and all new and prospective Users and any and all existing Users.

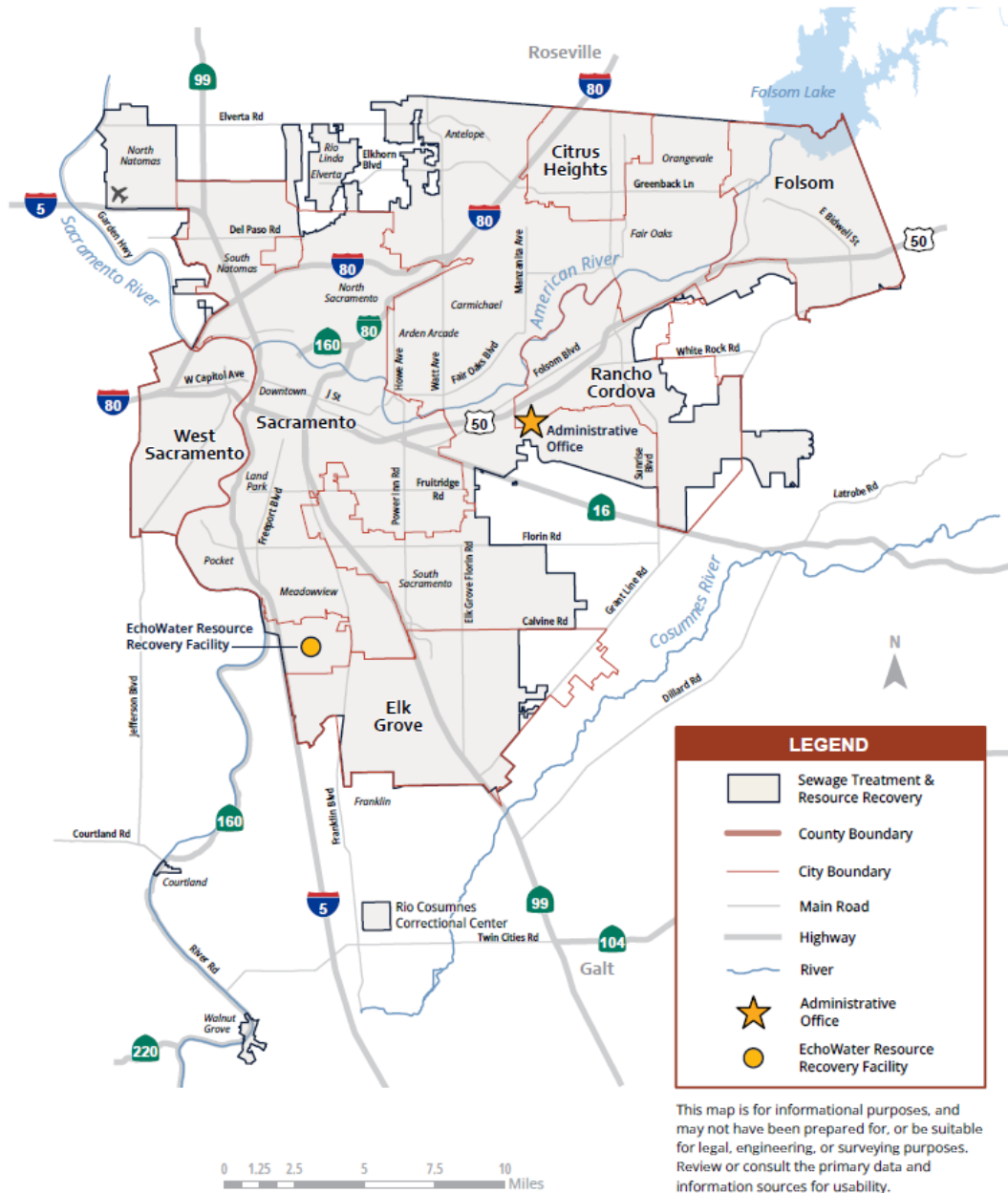


Figure 2-1: SacSewer Treatment and Resource Recovery Service Area

Where specified by the District Engineer, all applications, reports, or other information submitted to SacSewer must contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision and in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person(s) who manage the system, or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I

am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations." (40 CFR Chapter 403.6(a)(2)(ii)).

This statement shall be signed by an authorized or duly authorized representative of the User as defined in 40 CFR Chapter 403.12 (1) (1-4).

2.4. AUTHORITIES AND RESPONSIBILITIES

2.4.1 Authority of the District Engineer

The District Engineer has the authority, in addition to such other authority as may be provided in this Section or by other means, to do all of the following:

1. Require Users of the SacSewer sewer system to provide information on the nature and characteristics of their proposed or existing discharge of wastewater deemed necessary to determine the need for a Wastewater Discharge Permit to regulate the discharge.
2. Issue Wastewater Discharge Permits specifying provisions for discharge and granting revocable permission to discharge wastewater to the sewer, including general permits in accordance with 40 CFR Chapter 403.8 (f)(1)(iii)(A).
3. Require notification to SacSewer in writing of the unintentional discharge of hazardous waste to the sewer system.
4. Inspect the premises of any person discharging waste to the SacSewer sewer system, including but not limited to, any areas or points of sampling, discharge, process, storage, or any other areas as deemed reasonable and necessary by the District Engineer to document the person's compliance with the requirements of this Sewer Use Section or a Wastewater Discharge Permit. The authority to inspect includes the authority to collect samples of any wastes either being discharged, or having the potential to be discharged to the SacSewer sewer system, and to require the User to collect, have analyzed, and report the results of analyses of any wastes either being discharged or having the potential to be discharged to the sewer system.
5. Witness any sampling and sampling procedures as required of any User of a self-monitoring program, or under the terms of this Sewer Use Section or a Wastewater Discharge Permit.
6. Obtain copies of any disposal, chemical inventory, monitoring, or sampling records as necessary to establish compliance or non-compliance with the objectives of this Section or a Wastewater Discharge Permit, and if necessary, remove those records from the premises for copying purposes. These records include, but are not limited to, records required to be kept under 40 CFR Chapter 403.12.
7. Require submission of all notices and self-monitoring reports from any User in order to demonstrate compliance with this Section, Wastewater Discharge Permit requirements, and 40 CFR Chapter 403.12.

8. Require any User to install and operate pretreatment facilities or to implement BMPs as deemed reasonable and necessary by the District Engineer to meet all Pretreatment Standards, all provisions of the Wastewater Discharge Permit, or all requirements of this Section.
9. Specify and require any user to develop a compliance schedule to meet all applicable Pretreatment Standards, all provisions of the Wastewater Discharge Permit, and all requirements of this Section and to require compliance reports on meeting scheduled milestones.
10. Inspect all areas and processes of any facility and the installation and operation of any pretreatment equipment.
11. Specify and require Users to install, operate, and maintain a sampling facility for the purpose of obtaining representative wastewater samples, a metering facility and instrumentation for the purpose of accurately quantifying discharge flows, and other continuous recording devices (pH, temperature, conductivity, or other specific wastewater constituents) for the purpose of characterizing the wastewater discharge. The District Engineer shall have the right to install, maintain, and operate where necessary SacSewer sampling and measuring equipment on the premises of the discharger.
12. Issue any Administrative Order, including a Consent Order, Show Cause Order, Cease and Desist Order, and Compliance Order to any person discharging to the sewer system.
13. Issue an Administrative Complaint proposing an administrative civil penalty to any User violating any Pretreatment Standard, any provision of a Wastewater Discharge Permit, or any requirement of this Section.
14. Seek injunctive relief for violations of any National Pretreatment Standard, any provision of a Wastewater Discharge Permit, or any requirement of this Section.
15. Seek the imposition of civil or criminal penalties for violations of any Pretreatment Standard, any provision of a Wastewater Discharge Permit, or any requirement of this Section.
16. Halt or suspend a discharge in the event of an actual or threatened discharge which is in violation of this Sewer Use Section, a Wastewater Discharge Permit, or the regulatory conditions of 40 CFR Chapter 403.8(f)(1)(vi)(B), or in the event of an emergency, or a condition in which the safety of humans or the environment is threatened. The District Engineer has the authority to require spill containment where deemed necessary by the District Engineer.
17. Require waste minimization, source control evaluations, or plans to conserve water, or any combination thereof. Require investigation of new product or chemical agent substitution, implementation of inventory control procedures, implementation of

- employee education, conductance of internal audits, and implementing steps as necessary to minimize waste produced.
18. Establish constituent level limitations including local limits pursuant to 40 CFR Chapter 403.5 (b), (c), and (d) and incorporate such limits on a User-specified basis into Wastewater Discharge Permits.
 19. Deny access to or terminate service of and disconnect from the SacSewer sewer system any User who does not comply with the requirements of this Sewer Use or the User's Wastewater Discharge Permit.
 20. Recover SacSewer costs associated with the implementation of this Section.
 21. Administer and implement inter-agency agreements which implement the provisions of this Ordinance.

2.5. REGULATIONS

2.5.1 Permissible Discharges

Wastewater may be discharged into public sewers for conveyance, treatment, and disposal by SacSewer, provided that such wastewater discharge is in compliance with this Section and the conditions of any Wastewater Discharge Permit, and further provided that the User pays all applicable SacSewer Sewer Impact Fee and rate charges, including any penalties or charges assessed under this Section. SacSewer retains the authority to require, at any time, a modification or termination of any discharge, if such is required in the discretion of SacSewer, in order to carry out the objectives of this Section.

2.5.2 General Prohibition

No User shall discharge, or cause to be discharged, wastewater into a public sewer which will result in nuisance, contamination, or pollution in receiving waters or groundwater, or cause a pass through or interference. Further, no User shall discharge wastewater in excess of any applicable federal or State discharge regulations or provision of this Section. These general prohibitions apply to all Users of the SacSewer sewer system whether or not they are subject to Categorical Pretreatment Standards or any other national, State, or local Pretreatment Standards or requirements.

2.5.3 Prohibited Effects

No User shall discharge, or cause to be discharged, wastewater into a public sewer if it contains substances or has characteristics which, as determined by the District Engineer, alone or by interaction with other wastewaters, cause or threaten to cause any of the following:

1. Damage to SacSewer sewer system.
2. Pass Through, Interference with, or impairment of the operation or maintenance of the SacSewer sewer system.

3. Obstruction of flow in the SacSewer sewer system.
4. Danger to life or safety of any person.
5. Interference with or overloading of treatment or disposal processes.
6. Flammable or explosive conditions in the sewer system.
7. SacSewer's effluent or any other product of the treatment process, residues, or biosolids, to be unsuitable for reclamation, reuse, or disposal, or to interfere with any processes for reclamation.
8. Noxious or malodorous gases or odors.
9. Discoloration or any other condition which affects the quality of SacSewer's treatment plant influent or effluent in such a manner that inhibits SacSewer's ability to meet receiving water quality, biosolids quality, or air quality requirements established by regulatory agencies.
10. Conditions which violate any statute, rule, regulation, code, or ordinance of any public agency or regulatory agency having jurisdiction over the operation of or discharge of wastewater through the sewer facilities.
11. Contamination of groundwater by penetration of the sewer line.
12. Elevated temperature conditions resulting in damage to the public sewer or impairment of operation and maintenance including worker health and safety.

2.5.4 Prohibited Substances or Characteristics

Pollutants, substances, or wastewater prohibited by this subsection shall not be handled or stored in such a manner that they could be discharged to the public sewer.

No person shall discharge, or cause to be discharged, the following to a public sewer:

1. Any unpolluted stormwater, surface water, groundwater, artesian well water, roof runoff, or subsurface drainage.
2. Any water or waste having a pH less than 5.0 or a pH greater than or equal to 12.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of SacSewer.
3. Any solid or viscous substance in amounts which may cause or threaten to cause obstruction to flow in sewers or other interference with proper operation or maintenance of the sewer system.
4. Any wastewater containing pollutants, including oxygen demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which alone or in combination with other pollutants, will cause interference or pass through, or will constitute a hazard to humans or animals.

5. Any substance in violation of any Pretreatment Standards, nor shall any User increase the use of process water or dilute a discharge in any way as a partial or complete substitute for adequate treatment to comply with Categorical or other Pretreatment Standards.
6. Any wastewater which creates a fire or explosion hazard including, but not limited to, wastestreams with a closed-cup flashpoint of less than 60°C (140°F) using the test method specified in 40 CFR Chapter 261.21.
7. Any discharge which results in the presence of toxic gases, vapors, or fumes in a quantity that may cause acute worker health and safety problems within any part of the SacSewer sewer system.
8. Any wastewater containing pollutants in sufficient quantity, either singly or by interaction with other pollutants, to impair or interfere with any wastewater treatment process, constitute a hazard to human or animal health or safety, or create an adverse effect on the waters of the State.
9. Any wastewater containing any substance that is defined as a hazardous waste by the State or federal regulatory agencies.
10. Any slug discharges of restricted materials or other substances regulated by this Section.
11. Any noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance, a hazard to life, or to prevent entry into the sewers for maintenance and repair.
12. Any wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent thereby violating SacSewer's NPDES Permit.
13. Any wastewater containing any radioactive wastes or isotopes unless the waste is discharged in strict conformance with current California Radiation Control Regulations (Title 17, California Code of Regulations).
14. Any wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in interference or pass through or causes the temperature at the treatment plant to exceed 40°C (104°F).
15. Any medical wastes, except as authorized by the District Engineer.
16. Any wastes containing detergents, surface active agents, or other substances which may cause excessive foaming in the SacSewer sewer system.
17. Any petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through.
18. Wastewater causing, alone or in conjunction with other sources, SacSewer's effluent to fail a toxicity test.

2.5.5 Prohibited Discharge Locations

No User shall discharge any wastewater or any other substance directly into a manhole or other opening in the SacSewer sewer system other than in accordance with requirements established by this Section and through sewer lines approved by the District Engineer except that the District Engineer may grant permission and establish requirements and policies for such direct discharges.

2.5.6 Potentially Regulated Discharges

No User shall discharge, or cause to be discharged, to the SacSewer sewer system any of the following without first notifying SacSewer. Users may be required to complete a Sewer Use Questionnaire, obtain a Wastewater Discharge Permit, or specific approval from the District Engineer.

1. Any discharge of nondomestic wastewater with flow; BOD, TSS, or TKN loads that warrants oversight for the purpose of wastewater monitoring and determination of Sewer Rates.
2. Any discharge which contains concentrations of oil and grease of animal or vegetable origin, or oil and grease of petroleum origin that will result in negative impacts to the sewer system.
3. Any waters or wastes having a pH between 5.0 and 6.0 or higher than 9.5.
4. Any discharge containing heavy metals, toxic organics, or pollutants at concentrations exceeding that of typical domestic wastewater.
5. Any discharge with a temperature exceeding 160°F for a period greater than five consecutive minutes or exceeding 120°F average for any 8-hour period.
6. Any stormwater, surface water, swimming pool water, groundwater, roof runoff, subsurface drainage, cooling water, or process water which the District Engineer has determined to be polluted.
7. Garbage, except ground up garbage from residential and commercial premises shall be shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers.
8. Any radioactive wastes discharged by a User authorized to use radioactive materials by the State Department of Health or other governmental agency empowered to regulate the use of radioactive materials, and discharged in strict conformity with current California Radiation Control Regulations (Title 17 California Code of Regulations) for safe disposal.
9. Materials which cause excessive concentrations of inert suspended solids (such as, but not limited to, soil solids, fuller's earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate) in the SacSewer sewer system or receiving waters.

10. Any trucked, hauled, or holding tank waste, unless discharged into a SacSewer approved facility designed to receive such waste in accordance with the terms of a valid Wastewater Discharge Permit.
11. Discharges regulated by Federal Pretreatment Regulations promulgated under the Federal Act.
12. Any discharge of groundwater. Such discharges must be in accordance with policies established by the District Engineer.
13. Discharges to the SacSewer sewer system that contain materials defined herein as hazardous materials.

2.5.7 National Pretreatment Standards

The EPA General and Categorical Pretreatment Standards found at 40 CFR Chapter I, Subchapter N, Chapter 403–471 are hereby incorporated. Upon promulgation of new or revised EPA General and Categorical Pretreatment Standards, if more stringent than limitations imposed under the Chapter for dischargers, the newly promulgated standards shall supersede the limitations imposed under this Section.

2.5.7.1 Variance to Categorical Standards

A User may request a variance from a Categorical Pretreatment Standard from the EPA. Such a request may be approved if the User can prove that factors relating to its discharge are fundamentally different from the factors considered by the EPA when establishing that Pretreatment Standard. A User requesting a fundamentally different factor variance must comply with the procedural and substantive provisions in 40 CFR Chapter 403.13.

2.5.8 Specific Pollutant Limitations

No User shall discharge wastewater to the SacSewer sewer system which exhibits any characteristic which is specifically prohibited by an action of the District Engineer, or any wastewater containing constituents in excess of any specific constituent level limitations as may be set by the District Engineer pursuant to 40 CFR Chapter 403.5 (b), (c), and (d). The District Engineer has the authority to establish local limits pursuant to 40 CFR Chapter 403.5(c) and may also incorporate local limits on a User-specified basis into Wastewater Discharge Permits where necessary.

Any violation of a specific pollutant limitation as may be set forth by the District Engineer shall subject the User to the same administrative actions, penalties, and enforcement actions as would be available for any other violation of this Section.

2.5.9 Pretreatment Facilities

Users shall provide necessary wastewater treatment as required to comply with this Section and shall achieve compliance with all Pretreatment Standards within the time limitations as specified by the federal regulations, this Section, or the Wastewater Discharge Permit, whichever is more

stringent. Any facilities required to pretreat wastewater to a level acceptable to SacSewer shall be provided, operated, maintained continuously in satisfactory and effective operation, and modified as necessary at the User's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to SacSewer for review, and shall be acceptable to SacSewer before construction of the facility. The review of such plans and operating procedures will in no way relieve the User from the responsibility of modifying the facility as necessary to produce an effluent acceptable to SacSewer under the provisions of this Section, the Wastewater Discharge Permit, or the EPA Pretreatment Standards all as currently enacted or as later amended or modified. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to SacSewer prior to the User's initiation of the changes.

2.5.10 Additional Pretreatment Measures

Whenever deemed necessary, the District Engineer may require Users to restrict their discharge during peak flow or loading periods, designate that certain wastewater be discharged only into specific sewers, relocate or consolidate points of discharge, separate domestic sewage wastestreams from nondomestic wastestreams, and such other conditions as may be necessary to protect the sewer system and determine the User's compliance with the requirements of this Section.

The District Engineer may require any User to install and maintain, on the User's property and at the User's expense, a suitable storage and flow control facility to ensure equalization of flow.

Any User with the potential to discharge substances that could create atmospheric hazards, including flammable substances, may be required to install and maintain an approved atmospheric monitoring system.

2.5.11 Spill Containment And Slug Control Plan

All Users shall provide spill containment for protection against discharge of prohibited materials or other wastes regulated by this Section. Such protection shall be designed to secure the discharges and to prevent them from entering into the sewer system in accordance with reasonable engineering standards. Such facilities shall be provided and maintained at the User's expense.

The District Engineer may require any User to develop a discharge/Slug Control Plan that outlines discharge practices, including non-routine batch discharges, describes stored chemicals, and contains procedures both to notify SacSewer immediately of slug discharges and to prevent adverse impacts from any accidental spills, and submit for approval and implement such a plan. Alternatively, the District Engineer may develop such a plan for any User.

2.5.12 Grease, Oil, and Sand

Devices which pretreat grease, oil, sand, or other substances shall be installed when, in the opinion of the District Engineer, it is necessary for proper handling of wastes.

Food service establishment discharges are subject to the requirements of this Section and restaurant process drains may be required to be connected to an intercepting device deemed sufficient by the District Engineer.

All intercepting devices shall be of a type and capacity acceptable to by the District Engineer and shall be located so as to be readily and easily accessible for inspection and cleaning. All such devices shall be available for inspection, including maintenance records, by the District Engineer at all reasonable times. Intercepting devices for grease, oil, sand, or other substances shall be maintained in continuously efficient operation at all times by the User at the User's expense.

2.5.13 Sacsewer's Right Of Revision

The District Engineer shall have the right to establish more stringent limitations or requirements on discharges to the SacSewer sewer system if deemed necessary to comply with the objectives presented in this Section. No revision of limitations or requirements hereunder shall subject SacSewer to civil liability or penalty for interference with a right, vested or otherwise, of any User. Any action of the District Engineer taken pursuant to this Section shall be supported by a written determination of the District Engineer specifying the facts which require the more stringent limitations or requirements.

2.5.14 Special Agreement

SacSewer may enter into special agreements with any User setting out special terms under which such Users may discharge to the SacSewer sewer system when in the opinion of the District Engineer, conditions or circumstances compel special terms and conditions. Under no circumstances, however will any special agreement or arrangement be established which contravenes any federal Pretreatment Regulation, Pretreatment Standard, or any other provision of state or federal law.

2.5.15 Dilution

No User shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation. The District Engineer may impose mass limitations on Users to prevent dilution to meet applicable Pretreatment Standards or Requirements, or in other cases when the imposition of mass limitations is appropriate.

2.6. USER

2.6.1 Classification Of Users

The District Engineer will classify all Users for wastewater disposal purposes in accordance with the principal activity conducted upon the premises and in accordance with EPA Pretreatment Requirements. The purpose of classification is to facilitate regulation of discharge to the SacSewer sewer system on the basis of each User's waste characteristics and flow volume; to provide an effective means of waste source control; and to establish a system of Sewer Rates and

Sewer Impact Fees based upon flow and waste strength which will ensure equitable recovery of SacSewer capital and operating costs. As defined in the Definitions Section, these Users are:

1. For the purpose of Wastewater Discharge Permitting and regulation:
 - a. Class I User
 - b. Class II User
2. For the purpose of rate and fee classification:
 - a. Residential User
 - b. Commercial User
 - c. Industrial User
 - d. Groundwater Remediation Discharger
 - e. Temporary Discharge Permit User
 - f. Liquid Waste Hauler

2.6.2 Users In An Age-Restricted Residential Development

Users may be assigned to the Age-Restricted Residential Development category through submittal and approval of a completed application with documents that verify the age-restriction for all, or a portion, of a residential development. Examples of legal and governing documents include, but are not limited to, provisions contained in a deed, contract, security instrument, or other legal instrument; adopted Homeowners' Association bylaws; covenants, conditions, and restrictions; or other binding and enforceable documents. Users who are approved for the Age-Restricted category must notify SacSewer if any of the following events occur:

1. The residential development no longer meets the definition of an age-restricted residential development
2. The number of age-restricted dwellings is modified.

2.6.3 Classification Questionnaire/Declaration Of Wastes

A User having the potential to discharge wastewater as defined in Sections 2.5.3-2.5.7 of this Ordinance or nondomestic wastewater in amounts and/or characteristics as determined by the District Engineer as sufficient to warrant evaluation for the need of a Wastewater Discharge Permit shall not discharge wastewater to the public sewer system without filing a Sewer Use Questionnaire at least 60 days prior to discharge to SacSewer or a contributing agency sewer system. The User shall provide all information required by the Sewer Use Questionnaire, and such additional information as the District Engineer may require. The District Engineer shall review such information and shall determine whether or not the User will be required to file a Wastewater Discharge Permit Application form.

The User shall be responsible for furnishing an updated Sewer Use Questionnaire in the event that there is an addition to the User's wastewater discharge stream which has not previously been declared; and/or a change in the flow volume or characteristics of the wastewater.

In addition to the requirement above, the District Engineer may request that a new Sewer Use Questionnaire be completed at any time to acquire current discharge information.

When requested by the District Engineer, a User must submit information on the nature and characteristics of its wastewater. This may include the specific requirement to provide wastewater analysis results. Such testing will be at the User's expense.

2.6.4 Wastewater Discharge Permit Application

Users required, or who may be required, by the District Engineer to obtain a Wastewater Discharge Permit shall complete and file with SacSewer, a Wastewater Discharge Permit Application on a form provided by SacSewer.

Proposed new Users shall apply at least 60 days prior to discharge to SacSewer or contributing agency sewer system. In support of the application, the User shall submit, in units and terms appropriate for evaluation, all information as may be deemed by the District Engineer to be necessary to evaluate the Wastewater Discharge Permit Application. This information includes but is not limited to: identifying business information; flow rates and volumes; wastewater constituents and characteristics; time and duration of discharge; peak discharge amounts; locations of all discharge points; pretreatment facilities; sampling and monitoring equipment and points; description of activities, facilities, and plant processes, including raw materials, processes and types of materials which are or could be produced, by type; number of employees; site diagrams; and flow schematics.

2.6.5 Wastewater Discharge Permit Application Evaluation

The District Engineer will evaluate the data furnished by the User and may require additional information. After evaluation and acceptance of the data furnished, the District Engineer may determine that no Wastewater Discharge Permit is required. If the District Engineer determines that a Wastewater Discharge Permit is required, the District Engineer may issue a Wastewater Discharge Permit subject to the terms and conditions provided in this Section.

2.6.6 Wastewater Discharge Permit, Liquid Waste Hauler Discharge Permit, and General Permit Conditions

Wastewater Discharge Permits and associated documents shall require the User to comply with all terms and conditions of this Section, appropriate State and federal laws and regulations, and may contain

provisions, requirements and standards appropriate to carry out the objectives of this Section, including but not limited to, the following:

1. Limits on the average and maximum wastewater discharge constituents and characteristics. These limits may be based on pollutant concentration and/or mass and may include prohibitions on discharge of said pollutants.
2. Limits on average and maximum rate and time of discharge or requirements for flow regulation and/or equalization.
3. Action levels on wastewater discharge constituents and characteristics.
4. Specific maximum flow and/or loading allocations, in accordance with the Sewer Impact Fee paid when filing for sewer service or increasing said service, pursuant to the applicable Sewer Impact Fee Section.
5. Requirements for installation and maintenance of sampling and flow metering facilities.
6. Requirements for monitoring programs which may include flow metering, sampling locations, methods of sampling, frequency of sampling, re-sampling in the event of noncompliance, detection and reporting limits, number, types and standards for tests and reporting schedule.
7. Compliance schedules.
8. Requirements for submission of technical reports or periodic compliance reports.
9. Requirements for record-keeping and provisions for allowing SacSewer the right to inspect and copy all such records.
10. Requirements for notification to SacSewer of the introduction of new or increased pollutants, or any change in plant processes, or any changes in the volume or characteristics of the wastewater being introduced into the SacSewer's sewer system.
11. Requirements for prompt notification of slug discharges, spills, discharges that would violate limitations, or any discharges that would violate a specific prohibition under 40 CFR Chapter 403.5 (b), with procedures for follow-up written notification within a specified time period.
12. Requirements for providing SacSewer with a slug control plan that outlines discharge practices, including non-routine batch discharges, describes stored chemicals, and contains procedures both to notify SacSewer immediately of slug discharges and to prevent adverse impacts from any accidental spills.
13. Requirements for providing SacSewer with design and construction plans and specifications, and standard operating procedures of the wastewater pretreatment system whether proposed or in existence.
14. Requirements for providing SacSewer with plans and specifications of the discharger's operation and/or processes, including such other information as the District Engineer may request that pertains to the User's operation.
15. Requirements for notification of any planned alteration of the proposed or existing wastewater pretreatment system.

16. Requirements for the notification to SacSewer of planned alterations of the operations or processes of the User, which could result in an alteration of the User's process discharge or the potential for an accidental spill or slug discharge.
17. Requirement that the discharger notify SacSewer prior to any proposed bypass of the pretreatment system other than due to accident or emergency.
18. Requirements to have emergency spill plans on file with SacSewer.
19. Requirements to certify that the User has not discharged hazardous materials to the sewer system, and has not discharged substances which have been stored or used in the User's process and which the User contends will not, in the ordinary course of the user's operation, enter the sewer system.
20. Requirements for coverage by a General Permit will be pursuant to 40 CFR Chapter 403.8 (f)(1)(iii)(A).
21. Requirements for providing access to SacSewer personnel at all times to conduct sampling and/or inspection of any and all processes which can contribute to the wastestream, including the actual wastewater discharge.
22. Requirements for providing SacSewer with operation and maintenance records for the wastewater pretreatment facility, including periodic updates, as appropriate.
23. Requirements for segregation of domestic and nondomestic wastewater upstream of the public sewer.
24. The prohibition of dilution of regulated discharges as partial or complete substitute for adequate treatment to achieve compliance with Wastewater Discharge Permit conditions.
25. Technical provisions or requirements related to the wastewater pretreatment system which, in the opinion of the District Engineer, may be necessary to insure the adequacy and reliability of the wastewater pretreatment system. These technical conditions may include, among others, conditions requiring continuous monitoring, training personnel, alarm systems, automated shutoff, flow through monitoring, and/or provisions for discharges in batch amounts only subsequent to sample testing.
26. Provisions for a zero discharge limitation which specifically prohibits the discharge of any process wastewater or specific constituents contained therein.
27. Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants to the sewer system.
28. Provisions for implementation of Best Management Practices designed to comply with Pretreatment Standards or Requirements.
29. Requirements for applicable civil and criminal penalties in instances of noncompliance including violations of Pretreatment Standards and Requirements, and any applicable compliance schedule.

30. Other conditions as deemed appropriate by the District Engineer to ensure compliance with this Ordinance.

2.6.7 Additional Requirements For Liquid Waste Haulers

The conditions upon which a Liquid Waste Hauler's Discharge Permit will be issued may include, but are not limited to, the following:

1. Proof of registration with the Sacramento County Environmental Management Department;
2. Submission of a list with license numbers of each vehicle which the liquid waste hauler proposes to use for discharge of waste at SacSewer's sewer system;
3. Certification that the liquid waste hauler has in place, and will maintain, insurance coverage which insures the liquid waste hauler and SacSewer against claims of personal injury and property damage (said minimum limits and coverage requirements may from time to time be set forth by SacSewer);
4. Regulation of the times for discharge, the amounts of discharge and the manner of discharge including requirements to segregate waste type hauled by dedicated vehicle;
5. Requirements to perform laboratory testing of samples of the waste prior to discharge to the SacSewer sewer system; and
6. Requirements to report the ultimate disposal location for wastes which are generated within the SacSewer service area and/or not accepted at a SacSewer facility.

2.6.8 Wastewater Discharge Permit Duration

Permits shall be issued for a specified time period, not to exceed five years. The User shall apply for Wastewater Discharge Permit reissuance within 30 days of notification from the District Engineer, but in no event less than 60 days prior to the expiration of the User's existing Wastewater Discharge Permit. The terms and conditions of the Wastewater Discharge Permit may be subject to modification by SacSewer during the term of the Wastewater Discharge Permit as limitations or requirements are modified or other just cause exists. The User shall be informed of any proposed changes in their Wastewater Discharge Permit at least 30 days prior to the effective date of change. Significant changes or new conditions in the Wastewater Discharge Permit will include a reasonable time schedule to implement the change.

2.6.9 Wastewater Discharge Permit Modifications

1. Promulgation of an EPA Pretreatment Standard.

Upon the promulgation of an EPA Pretreatment Standard, the Wastewater Discharge Permit of Users subject to such standards shall be revised to require compliance with such standard within the time frame prescribed by such standard.

- a. Users subject to an EPA Pretreatment Standard shall apply for a Wastewater Discharge Permit within 120 days after the promulgation of the applicable EPA Pretreatment Standard.
 - b. Users with existing Wastewater Discharge Permits shall submit to the District Engineer within 120 days after the promulgation of an applicable Federal Pretreatment Standard the information required by Section 2.6.4.
2. Imposition of More Stringent Requirements.

In the event SacSewer determines (for reasons other than issuance of a new EPA Pretreatment Standard) that it is necessary, in order to comply with the objectives of the Section, to impose more stringent limitations or requirements on discharges to the sewer system than are set forth in an existing Wastewater Discharge Permit, SacSewer shall have the authority to require modifications of an existing Wastewater Discharge Permit to incorporate such limitations or requirements through the issuance of a new permit.

After consultations with the User regarding such Wastewater Discharge Permit modification, significant changes or new conditions will include a reasonable time schedule for compliance. If the Wastewater Discharge Permit modification will require construction or acquisition of equipment related to pretreatment, the compliance schedule shall provide for up to 180 days to comply; however, this period may be extended for a period not to exceed an additional 180 days upon determination by the District Engineer that good cause exists for an additional period.

During the period of the compliance schedule, to the extent that the User remains in compliance with the Wastewater Discharge Permit conditions in effect prior to amendment and is complying with the terms of the compliance schedule, the User shall not be liable pursuant to the terms of this Section for noncompliance with the more stringent standards or requirements.

3. Changed Conditions.

The District Engineer may require the User to apply for and receive a new Wastewater Discharge Permit due to facility expansion, production increase, or process modifications that result in new or increased discharges or a change in the nature of the discharge.

Any action of SacSewer taken pursuant to this Section shall be supported by a written determination of the District Engineer specifying the facts which require the more stringent limitations or requirements.

2.6.10 Wastewater Discharge Permit Revocation, Suspension Or Restrictions

A Wastewater Discharge Permit may be revoked or suspended, or restrictions may be imposed, by the District Engineer for failure of the permittee to comply with requirements of the Wastewater Discharge Permit or failure of the permittee to pay when any charges are due.

Unless directed otherwise in the order of revocation or suspension of Wastewater Discharge Permit, the permittee shall cease discharging into the public sewer at the effective time of said

revocation or suspension, or shall conform to all restrictions, conditions, or limitations in the order at the effective time of such requirements.

Any further application for a Wastewater Discharge Permit at any location within SacSewer by any Person subject to an order of revocation will be considered by SacSewer after fully reviewing the records of the revoked Wastewater Discharge Permit, which records may be the basis for denial of a new Wastewater Discharge Permit.

2.6.10.1 Revocation

When the District Engineer has reason to believe that grounds exist for Wastewater Discharge Permit revocation written notice must be given by personal service or by registered or certified mail or other deliver which requires a signed receipt to the permittee setting forth a statement of the facts and grounds deemed to exist, together with the time and place where the charges shall be heard by the District Engineer.

At the hearing, the permittee shall have an opportunity to respond to the allegations set forth in the notice by presenting written and oral evidence. After the conclusion of the hearing, the District Engineer shall make a determination. The written decision and order of the District Engineer shall be sent by registered or certified mail or other deliver which requires a signed receipt to the permittee or its representative at the permittee's or representative's business address.

2.6.10.2 Suspensions and/or Restrictions

Notice of suspension or imposition of temporary restrictions, conditions, or limitations shall ordinarily be given in writing by the District Engineer or designated agent to the permittee at least 48 hours prior to the time such suspension, restrictions, conditions, or limitations are to become effective. In lieu of suspension of permits, the District Engineer may impose such temporary restrictions, conditions, or limitations upon quantities, qualities, and rates of discharge to assure compliance with this Ordinance. If the District Engineer determines that an emergency exists involving public health or safety or significant impairment of the treatment process, an immediate notice with an immediate effective time of such suspension, restrictions, conditions, or limitations may occur.

2.6.11 Wastewater Discharge Permit Transfer

Wastewater Discharge Permits are issued to a specific User for a specific location and operation. A Wastewater Discharge Permit shall not be reassigned, transferred, or sold without the prior approval of the District Engineer. However, nothing in this Section shall be construed to prevent the application of the terms and conditions of this Ordinance, including enforcement penalties, from applying to a succeeding owner, successor in interest, or other assigns of an existing Wastewater Discharge Permit holder.

2.6.12 Publication of Users in Significant Noncompliance

Pursuant to federal requirements, SacSewer shall annually publish in a newspaper of general circulation that provides meaningful public notice within the service area a list of the Users which,

during the previous 12 months, were in significant noncompliance with applicable Pretreatment Requirements or Standards.

2.6.13 Records Retention

All User records relating to compliance, including documentation associated with Best Management Practices, shall be made available to officials of the EPA, State, SacSewer, or their authorized representatives. These records shall be retained for a minimum of three years from the date of the compliance report to which these records are applicable or three years from the date any investigation or enforcement action undertaken by SacSewer, State, or EPA has been concluded, whichever occurs later. This period shall be automatically extended for the duration of any litigation concerning compliance with this Section, or when the User has been notified by the District Engineer of a longer retention period.

2.6.14 Confidentiality of Information

Information and data on a User obtained from reports, questionnaires, Wastewater Discharge Permit Applications, permits, monitoring programs, and from inspections shall be available to the public or other governmental agency without notification unless the User specifically requests confidentiality as to any portion thereof and is able to demonstrate to the satisfaction of SacSewer that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user. Any such request for confidentiality must be asserted at the time of submission of the information or data.

When requested and demonstrated by a User furnishing information to SacSewer, the portions of that information which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available to SacSewer and other governmental agencies for uses related to this Ordinance, the National Pollutant Discharge Elimination System (NPDES) and/or the pretreatment program. Those portions of the information deemed confidential shall also be available for use by the State or any State agency in judicial review or enforcement proceedings involving the User furnishing the information. Wastewater constituents and characteristics will not be recognized as confidential information, and the data shall be available to the public without restriction.

Information and data requested from a User which the User believes to be proprietary, and the release of which to the public would substantially impair the operations of the User, may alternatively be provided to SacSewer for its keeping at the facility of the User rather than at SacSewer's facility, at the discretion of SacSewer. The burden will be on the User to demonstrate to the satisfaction of SacSewer that such information is proprietary and that this alternative procedure is necessary or appropriate and will not prevent SacSewer from properly carrying out the objectives of this Ordinance. The EPA and State Agencies shall have the same right as SacSewer as to onsite review of proprietary information.

Aforementioned information and data shall be kept in accordance with this Ordinance, except that no records retained under this Section shall be destroyed or transferred without express permission from SacSewer.

In the event access to or disclosure of any such confidential or proprietary information is requested pursuant to an action brought under federal or State laws, SacSewer shall have the option, in its sole discretion, of defending itself in such action or requiring the User to provide a defense. If SacSewer makes written tender upon a User to defend such an action and such User does not appear in and assume the defense of such action within the time specified in the tender, SacSewer shall be free to disclose the information to the party making request therefore. In any event, the User shall be liable to SacSewer in defending such action and for any judgment rendered against SacSewer in such action.

2.7. REPORTING REQUIREMENTS

2.7.1 Notification Of Slug Load, Or Inconsistent Discharge Or Spill

In the case of any discharge, including but not limited to, accidental discharges, hazardous waste discharges, discharges of a non-routine episodic nature, a non-customary batch discharge, a slug discharge, or discharge not consistent with the terms and conditions of a Wastewater Discharge Permit, or this Ordinance, that might cause potential problems for the SacSewer sewer system, the User shall immediately notify SacSewer of the incident in accordance with their Wastewater Discharge Permit. This notification shall include the location of the discharge, type of waste, concentration and volume and corrective actions taken by the User.

Within five days following such discharge, the User shall, unless waived by the District Engineer, submit a detailed written report describing the cause(s) of the incident and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which may be incurred as a result of disruption or damage to the SacSewer sewer system, damage to natural resources, to person or property, or incurred in an attempt to avoid such disruption or damages. Such notification shall not relieve the User of any fines, penalties, or other liability which may be imposed by this Ordinance or other applicable law.

Users who are employers shall permanently post a notice in a place advising employees whom to call in the event of such a discharge. The User shall ensure that all employees who may cause or witness such a discharge, are advised of the emergency notification procedure.

Failure to notify SacSewer of potential problem discharges shall be deemed a separate violation of this Ordinance.

Class I Users are required to notify the District Engineer immediately of any changes at its facility affecting the potential for a slug discharge.

The Industrial User shall notify SacSewer, California EPA, and US EPA hazardous waste authorities in writing of any discharge of a substance into the sewer, which, if otherwise disposed of, would be a hazardous waste under 40 CFR Chapter 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Chapter 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other).

2.7.2 Baseline Monitoring Reports

Within either 180 days after the effective date of a Categorical Pretreatment Standard, or the final administrative decision on a category determination under 40 CFR Chapter 403.6(a)(4), whichever is later, existing Users subject to such Categorical Pretreatment Standards, and currently discharging to or scheduled to discharge to the SacSewer sewer system, shall be required to submit to SacSewer a baseline monitoring report which contains the information listed in 40 CFR Chapter 403.12(b)(1)-(7).

At least 90 days prior to commencement of discharge to the SacSewer's sewer system, each new source subject to Categorical Pretreatment Standards shall be required to submit to SacSewer a baseline monitoring report which contains the information listed in 40 CFR Chapter 403.12(b)(1)-(5).

All baseline monitoring reports shall be signed and certified in accordance with this Ordinance.

2.7.3 Compliance Schedule Progress Report

All Users found to be in violation of this Section, a Wastewater Discharge Permit, or any State or federal regulation prohibiting or limiting waste discharge, including instances where local limit requires Best Management Practices or pollution prevention efforts, may be required to prepare a schedule of actions to bring the discharge into compliance under the direction of the District Engineer. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment facilities required for the User to meet the applicable Pretreatment Standards. Such major events include hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, beginning and conducting routine operation.

The User shall submit a progress report to SacSewer following each date in the schedule and the final date of compliance including, at a minimum, whether or not it complied with the increment of progress to be met on such date, and if not, the date on which it expects to comply with this increment of progress, the reason for any delay, and the steps being taken by the User to return to the established schedule. All compliance schedule progress reports must be signed and certified in accordance with this Ordinance.

No increment referred to above shall exceed nine months. The User shall submit a progress report to SacSewer no later than fourteen days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and in no event shall more than nine months elapse between such progress reports to SacSewer.

2.7.4 Report on Compliance with Categorical Pretreatment Standard Deadline

Within 90 days following the date for final compliance with applicable Categorical Pretreatment Standards, or in the case of a New Source following commencement of the introduction of

wastewater into the SacSewer sewer system, each User subject to such Pretreatment Standards and Requirements shall submit to SacSewer a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by Pretreatment Standards and Requirements, the average and maximum daily flow for these process units, and the actual average production rate for these process units as described in 40 CFR Chapter 403.12(b)(4)-(6).

The report shall state whether the applicable Pretreatment Standards or Requirements are being met on a consistent basis and, if not, what additional operational and maintenance changes and/or pretreatment is necessary to bring the User into compliance. For Users subject to equivalent mass or concentration limits established by SacSewer in accordance with the procedures in 40 CFR Chapter 403.6(c), this report shall contain a reasonable measure of the User's long term production rate. For all other Users subject to Categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with this Ordinance.

2.7.5 Periodic Compliance Reports

Any User subject to a Pretreatment Standard and/or specified by SacSewer to conduct self-monitoring shall, at a frequency determined by the District Engineer, but in no case less than twice per year submit to SacSewer a report indicating the nature and concentration of pollutants in the discharge and a record of the measured or estimated average and maximum daily flows for the reporting period. This report shall be submitted to SacSewer in the months of June and December unless the months are altered, as allowed in 40 CFR Chapter 403.12(e). All periodic compliance reports must be signed and certified in accordance with this Ordinance. SacSewer may authorize reduced sampling frequency in accordance with 40 CFR Chapter 403.12(e).

In cases where the Pretreatment Standard requires compliance with a Best Management Practice or pollution prevention alternative, the User must submit documentation required by the District Engineer necessary to determine compliance with the standards.

A User determined to be a Non-Significant Categorical User by the District Engineer must annually submit a certification statement verifying compliance with the requirements of classification and signed in accordance with the signatory requirements of this Ordinance.

If any User monitors, at the point of compliance, any pollutant more frequently than required by SacSewer, the results of this monitoring shall be included in a periodic compliance report.

All wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge. The reports required by this Section must be based on data obtained through the appropriate sampling and analysis covered by the report, such that the data are representative of conditions occurring during the reporting period.

2.7.6 Report Of Changed Conditions

Each User with a Wastewater Discharge Permit is required to notify SacSewer of any planned significant changes to the User's operations or system which might alter the nature, quality or volume of its wastewater at least 90 days before the change.

The District Engineer may require the User to submit such information as may be deemed necessary so evaluate the changed conditions, including the submission of a Wastewater Discharge Permit Application.

The District Engineer may issue a new or modified Wastewater Discharge Permit in response to changed conditions or anticipated changed conditions.

2.7.7 Discharge Reports

In addition to any other reports required by this Section, the District Engineer may require discharge reports, including, but not limited to questionnaires, technical reports, sampling reports, test analyses, and periodic reports of wastewater discharge. This includes Users not required to obtain a Wastewater Discharge Permit. The discharge report may include, but is not necessarily limited to, nature of the process, volume and rates of wastewater flow, elements, constituents, and characteristics of the wastewater, together with any information required in an application for a Wastewater Discharge Permit. The report shall be signed and certified in accordance with this Ordinance. All costs associated with completing discharge reports will be at the User's expense.

When a report filed by a User pursuant to this Section is not adequate in the judgment of the District Engineer, the District Engineer may require such User to supply such additional information as the District Engineer deems necessary. The District Engineer may install, maintain and operate sampling and flow monitoring devices for the purpose of evaluating the user's wastewater discharge. All cost incurred by SacSewer will be at the User's expense.

Any User discharging hauled waste at a SacSewer facility shall be required to comply with the manifesting and reporting requirements established by the District Engineer. Each User shall be required to provide a manifest document which shall indicate the source of all wastes contained within the waste load to be discharged. The District Engineer may promulgate other requirements with regard to manifesting that are, in the determination of the District Engineer, necessary to properly carry out the objectives of this Ordinance.

2.7.8 Notice Of Violation – Repeat Sampling And Reporting

If sampling performed by a User indicates a violation, the User must notify the District Engineer within 24 hours of becoming aware of the violation. The User shall repeat the sampling and analysis and submit the results of the repeat analysis to the District Engineer within 30 days after becoming aware of the violation.

2.7.9 Record Keeping

Users subject to the reporting requirements of this Ordinance and/or 40 CFR Chapter 403.12 shall maintain, retain, and make available for inspection and copying all records of information obtained pursuant to any disposal, discharge, and monitoring activities required by this Ordinance. Any additional records of information obtained pursuant to disposal, discharge, and monitoring activities undertaken by the User independent of such requirements, and documentation associated with any Best Management Practices shall remain available in accordance with this Ordinance.

2.7.10 Electronic Reporting

SacSewer accepts electronic documents using a system compliant with 40 CFR Chapter 3 (Cross-Media Electronic Reporting). Users that intend to send electronic (digital) documents to SacSewer to satisfy the requirements of this Section must submit a signed Subscriber Agreement to SacSewer for approval and register online for the Pretreatment Program Reporting Service.

2.8. INSPECTION AND MONITORING**2.8.1 Rights Of Entry**

SacSewer shall have the right to enter the premises of any User to ascertain whether the purpose of this Ordinance, any Wastewater Discharge Permit or order issued hereunder, is being met and whether the User is complying with all requirements thereof. Users shall allow the District Engineer ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

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

SacSewer shall have the right to set up on the User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's operations.

Unreasonable delays in allowing SacSewer personnel access to the User's premises shall be a violation of this Ordinance.

2.8.2 Inspection Warrants

If the District Engineer has been refused access to a building, structure, property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this Ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of SacSewer designed to verify compliance with this Ordinance or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, the District Engineer may seek issuance of an administrative inspection warrant

issued pursuant to the procedures set forth in Title 13 (commencing with 1822.50) of Chapter 3 of the California Code of Civil Procedure.

To the extent that the owner or possessor of the premises requires that a warrant be sought, SacSewer may, in its discretion, suspend the Wastewater Discharge Permit and/or any other right to discharge, to the sewer system immediately. If no violation of this Ordinance or Wastewater Discharge Permit is found, the suspension shall be lifted. In the event that a violation of this Ordinance or Wastewater Discharge Permit is found, the suspension may, in the discretion of the District Engineer, be continued or terminated, or other enforcement remedies may be sought.

2.8.3 Monitoring Facilities

The District Engineer may require any User to construct, at the User's own expense, a sampling and monitoring facility and/or control structure together with necessary monitoring and sampling equipment, in accordance with SacSewer construction standards and specifications. The sampling facility and/or control structure shall be constructed at a location approved by the District Engineer which will allow access by the District Engineer to the facility at all times. Construction shall be completed within a reasonable period after written notification from the District Engineer.

The District Engineer may require the User to install as many such sampling facilities and/or control structures as required to adequately monitor all discharge to the sewer system.

When required by the District Engineer a User shall install and maintain, at User's expense, an approved flow recording device for continuous measurement of the flow rate and volume of waste discharged to the public sewer. The flow measuring station and records therefrom shall be accessible at all reasonable times to the District Engineer and copies of flow measurements shall be furnished to the District Engineer as required. The District Engineer may utilize metering of the User's water supply instead of, or in addition to, SacSewer metering of the wastewater discharge.

Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the User at the written or verbal request of the District Engineer or his agent and shall not be replaced. The costs of clearing such access shall be borne by the User.

2.8.4 Self-Monitoring

SacSewer may require any User to monitor its discharge to the SacSewer sewer system and report the results of the monitoring to SacSewer periodically. These monitoring and reporting requirements are specific to the User, and will be listed in the Wastewater Discharge Permit, order, or document mandating the monitoring.

2.8.5 Sampling

The User shall sample their discharge to the sewer system at the frequency provided in the Wastewater Discharge Permit or as deemed necessary by the District Engineer to demonstrate

compliance. The District Engineer may require sampling to be conducted by non-permitted dischargers.

The User's sampling equipment and methods shall be observed by the District Engineer upon request, and be in accordance with 40 CFR Chapter 403.12(g)(3)–(4). All sampling, including installation of equipment and collection and analysis of sampling, required by the Wastewater Discharge Permit, this Ordinance, or SacSewer is at the expense of the User. No person shall tamper with a sampling procedure or misrepresent a sampling analysis.

2.8.6 Analytical Procedures

All pollutant analyses, including sampling techniques, to be submitted shall be performed in accordance with the techniques prescribed in 40 CFR Chapter 136 and amendments thereto, unless otherwise specified in an applicable Categorical Pretreatment Standard. If 40 CFR Chapter 136 does not contain sampling or analytical techniques for the pollutant in question, or where the SacSewer or EPA determines that the Chapter 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the District Engineer or other parties approved by EPA. Unless approved otherwise by SacSewer, all analyses shall be performed by a laboratory(s) that is State certified for the specific pollutants and matrix to be analyzed.

2.8.7 Sampling Records

For each sampling event the User shall record and maintain the following information:

1. The date, exact place, method, and time of sampling and the names of the person or persons taking the samples.
2. Sample preservation used.
3. The dates analyses were performed.
4. Chain of custody of sample.
5. Who performed the analyses.
6. The analytical techniques and methods used, including detection and reporting limits.
7. The complete laboratory report results of analyses.
8. Any unusual observations or conditions (equipment or sample) noted during acquisition or analysis.

These records shall remain available in accordance with this Ordinance.

2.9. ENFORCEMENT

2.9.1 Enforcement Mechanisms

It is the intent of this Enforcement Section to provide adequate mechanisms to achieve a maximum degree of compliance with this Section by all Users. These enforcement provisions apply to all classes of Users, to the extent such User violates any provision of this Section or Administrative Order of SacSewer pursuant to this Section. To achieve compliance, SacSewer will use a variety of enforcement mechanisms. The enforcement mechanisms set forth range from informal administrative action to formal criminal prosecution. SacSewer may, in its discretion, implement the use of any mechanism or the concurrent use of several mechanisms in order to enforce the provisions of this Ordinance.

The enforcement mechanisms provided herein may be cumulative in respect to such other enforcement mechanisms or civil and criminal penalties as may be otherwise available under the laws of the State of California and the United States of America. Nothing in this Section is intended to prevent State, local, and/or federal regulatory agencies from undertaking enforcement actions as may otherwise be available due to a violation of this Section which also constitutes a violation of local, federal or State statutes and regulations such as: 1) the Clean Water Act (33 U.S.C. §1251, et seq.); 2) the California Porter-Cologne Water Quality Act (California Water Code §13000, et seq.); 3) the California Hazardous Waste Control Law (California Health and Safety Code §25100–§25250); 4) the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.); and 5) California Government Code §54739–§54740.6. The referenced State and federal laws, along with other pertinent laws, provide authority for SacSewer's enforcement mechanisms.

2.9.2 Notice Of Violation

Whenever the District Engineer finds that any User has violated or is violating this Section, a Wastewater Discharge Permit or order issued hereunder, or any other pretreatment requirement, the District Engineer may serve, by personal service, by registered or certified mail, or other delivery methods requiring a receipt, upon said User a written notice of violation within 30 days of the receipt of this notice, or such shorter period as may be prescribed in the notice of violation an explanation of the violation and a plan for the satisfactory correction and prevention thereof to include specific required actions, shall be submitted by the User to the District Engineer. Submission of this plan in no way relieves the User of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this Section shall limit the authority of SacSewer to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation, or before expiration of the response period.

2.9.3 Administrative Orders

Administrative Orders issued under this Ordinance are judicially enforceable.

2.9.4 Consent Orders

The District Engineer is hereby empowered to enter into consent orders establishing an agreement with any User responsible for noncompliance. Such orders will include specific action to be taken by the User to correct the noncompliance within a time period specified by the order. Consent Orders shall have the same force and effect as the Administrative Orders issued pursuant to Sections 2.9.5 and 2.9.6 below and shall be judicially enforceable.

2.9.5 Compliance Orders And Compliance Schedules

Upon determination by the District Engineer that a User has violated or continues to violate this Ordinance, a Wastewater Discharge Permit or an order issued hereunder, or any other Pretreatment Standard or Requirement, the District Engineer may issue an order to the User responsible for the discharge directing that the User come into compliance within a time period specified by the District Engineer. In addition, the Compliance Schedule may require the User to construct and/or acquire and install equipment related to pretreatment. The Compliance Schedule may contain terms and conditions by which a User must operate during its term and may provide specific dates for achieving compliance with each term and condition for construction and/or acquisition and installation of required equipment related to pretreatment.

Compliance Orders and Compliance Schedules may also contain other requirements to address the noncompliance, including additional self-monitoring, submittal of drawings or reports, audit of waste minimization practices, or other provisions to ensure compliance with this Ordinance. Compliance Orders and Compliance Schedules may not extend the deadline for compliance established for a federal Pretreatment Standard or Requirement, nor do they release the User of liability for any violation, including any continuing violation. Issuance of a Compliance Order or a Compliance Schedule shall not be a prerequisite to taking any other action against the User.

2.9.6 Cease and Desist Orders

When the District Engineer finds that a User has violated or continues to violate this Ordinance, the User's Wastewater Discharge Permit, any order issued hereunder, or any other Pretreatment Standard or requirement, or that the User's past violations are likely to recur, the District Engineer may issue an order to the User directing it to cease and desist all such violations and direct the User to:

1. Immediately comply with all requirements.
2. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

Issuance of a Cease and Desist Order shall not be a prerequisite to taking any other action against the User.

2.9.7 Show Cause Order And Hearing

The District Engineer may order any User who causes or contributes to any violation of this Ordinance, a Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, to appear before the District Engineer and show cause why a proposed enforcement action should not be taken up to and including termination of discharge. Notice shall be served on the User specifying the time and place for the hearing, the proposed enforcement action, the reasons for such action, and an order that the User show cause why this proposed enforcement action should not be taken. The notice of the hearing shall be served personally, by registered or certified mail (return receipt requested) at least 15 days prior to the hearing. Such notice may be served on any authorized representative of the User. Whether or not the User appears as ordered, immediate enforcement action may be pursued following the hearing date. A show cause hearing shall not be a prerequisite for taking any other action against the User.

2.9.8 Administrative Civil Liability

SacSewer may issue an Administrative Complaint to any person who violates any provisions of this Section. The Administrative Complaint shall allege the act or failure to act that constitutes the violation of SacSewer's requirements, the provisions of law authorizing civil liability to be imposed, and the proposed administrative civil penalty.

The Administrative Complaint shall be served by personal delivery, registered mail, certified mail or other delivery methods requiring a receipt, on the User subject to SacSewer's discharge requirements, and shall inform the User served that a hearing shall be conducted within 60 days. The hearing shall be before a hearing officer designated by the SacSewer Board. The User who has been issued an Administrative Complaint may waive the right to a hearing, in which case SacSewer shall not conduct a hearing. A User dissatisfied with the decision of the hearing officer may appeal to SacSewer Board within 30 days of notice of the hearing officer's decision.

At the hearing, or appeal, if any, it is found that the User has violated reporting or discharge requirements, the hearing officer or board may assess an Administrative Civil Penalty against that User. In determining the amount of the Administrative Civil Penalty, the hearing officer or SacSewer Board may take into consideration all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the economic benefit derived through any noncompliance, the nature and persistence of the violation, the length of time over which the violation occurs and corrective action, if any, attempted or taken by the User.

These Administrative Civil Penalties shall be as follows:

1. In an amount which shall not exceed \$2,000 for each day for failing or refusing to furnish technical or monitoring reports.
2. In an amount which shall not exceed \$3,000 for each day for failing or refusing to timely comply with any compliance schedule established by SacSewer.

3. In an amount which shall not exceed \$5,000 per violation for each day for discharges in violation of any waste discharge limitation, Wastewater Discharge Permit condition, or requirement issued, reissued, or adopted by SacSewer.
4. In an amount which does not exceed \$10 per gallon for discharges in violation of any suspension, cease and desist order or other orders, or prohibition issued, reissued, or adopted by SacSewer.
5. The amount of any Administrative Civil Penalties imposed under this Section which have remained delinquent for a period of 60 days shall constitute a lien against the parcel of the discharger from which the discharge originated resulting in the imposition of the civil penalty. The lien provided herein shall have no force and effect until recorded with the County Recorder and when recorded shall have the force and effect and priority of a judgment lien and continue for ten years from the time of recording unless sooner released, and shall be renewable in accordance with the provisions of Sections 683.110 to 688.220, inclusive, of the California Code of Civil Procedure.

All monies collected under this Section shall be deposited in a special account of SacSewer and shall be made available for the monitoring, treatment, and control of discharges in SacSewer's sewer system or for other mitigation measures.

Unless appealed, orders setting Administrative Civil Penalties shall become effective and final upon issuance thereof, and payment shall be made within 30 days.

SacSewer Counsel, or other special counsel designated by the SacSewer Board, shall institute appropriate court actions authorized by the above referenced Sections to affect statutorily authorized remedies, upon order of the SacSewer Board.

2.9.9 Emergency Suspensions

The District Engineer may immediately suspend a User's discharge whenever such suspension is necessary in order to stop an actual or threatened discharge which appears to present or cause an imminent or substantial endangerment to the environment, or to the health or safety of persons, or that threatens to interfere with the operation of the SacSewer sewer system.

1. Any User notified of a suspension of its discharge shall immediately stop or eliminate its discharge. In the event of a User's failure to immediately comply voluntarily with the suspension order, the District Engineer shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the SacSewer sewer system, its receiving stream, or endangerment to any individuals. The District Engineer shall allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the District Engineer that the period of endangerment has passed, unless the termination proceedings set forth in Section 2.9.10 are initiated against the User.
2. A User that is responsible, in whole or in part, for any discharge presenting imminent or substantial endangerment shall submit a detailed written statement describing the causes

of the harmful discharge and the measures taken to prevent any future occurrence to the District Engineer within 15 days of the occurrence. Nothing in this Section shall be interpreted as requiring a hearing prior to any emergency suspension under this action. Emergency suspension may lead to termination of service pursuant to Section 2.9.10.

2.9.10 Termination Of Discharge

The District Engineer may terminate all or part of any discharge in violation of any condition of this Ordinance, a Wastewater Discharge Permit, or an order issued hereunder. Such a User will be notified of the proposed termination of its discharge and hearing to show cause pursuant to Section 2.9.7.

Termination of service may include all discharges including domestic, toilet and sink waste. Reasons for termination include, but are not limited to:

1. Violation of Wastewater Discharge Permit conditions.
2. Failure to accurately report the wastewater constituents and characteristics of its discharge.
3. Failure to report significant changes in operations or wastewater volume, constituents and characteristics prior to discharge.
4. Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring or sampling.
5. Violation of the Pretreatment Standards in this Section.
6. Failure to pay Sewer Rates and/or fees.

2.9.11 Injunctive Relief

Whenever a User has violated a Pretreatment Standard or Requirement or continues to violate the provisions of this Ordinance, a Wastewater Discharge Permit or an order issued hereunder, or any other pretreatment requirement, the District Engineer may petition the Superior Court for the issuance of a temporary or permanent injunction, as appropriate, to restrain or compel the performance by the User of such acts as will bring the User into compliance with the Wastewater Discharge Permit, order, or other requirement imposed by this Ordinance. Such other action as is appropriate for legal and/or equitable relief may also be sought by SacSewer. A petition for injunctive relief need not be filed as a prerequisite to taking any other action against a User.

2.9.12 Civil Action

Any User who violates any provision of this Section, a Wastewater Discharge Permit, an order of SacSewer or District Engineer, or a Pretreatment Standard may be civilly liable to SacSewer in a sum not to exceed

\$25,000 per day for each day and each event in which such violation occurs.

SacSewer may petition the superior court to impose, assess, and recover the sums provided for above pursuant to California Government Code §54740.

Remedies under this Section are in addition to and do not supersede or limit any other remedy, including civil or criminal, but no liability shall be recoverable under this Section for any violation for which liability is recovered under Section 2.9.8.

Filing a suit for civil penalties shall not be a prerequisite for taking any other action against a User.

2.9.13 Criminal Action

Any Person who willfully or negligently violates any provision of this Section, any order or Wastewater Discharge Permit issued hereunder, or any other pretreatment requirement shall upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than \$1,000 per violation per day or imprisonment for not more than 30 days in County jail, or both.

Any Person who knowingly makes any false statements, representations, or certifications in any application, record, report, plan or other documentation filed, or required to be maintained, pursuant to this Section, Wastewater Discharge Permit or order, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Section shall, upon conviction, be punished by a fine of not more than \$1,000 per violation per day or imprisonment for not more than 30 days, or both. Each separate act of falsification, tampering, or knowingly rendering inaccurate shall constitute a new and separate offence and shall be subject to the penalties contained herein.

2.9.14 Liability For Costs Incurred By Sacsewer (Noncompliance Costs)

Any User found in violation of any requirement adopted or ordered by SacSewer to meet the standards established to protect the SacSewer sewer system or to prevent the entry of any wastewater found or suspected to be in violation of any State, Federal, or local limit, Wastewater Discharge Permit, or any provisions of this Ordinance which caused expense, loss, damage or other liability to SacSewer shall be liable to SacSewer for such expense, loss, damage or other liability and shall pay the same to SacSewer in a manner prescribed by the District Engineer. Such noncompliance costs can include environmental fines and cleanup costs arising out of, pertaining to, or resulting from User noncompliance as well as any related cost of defense, settlement, arbitration, and attorney's fees. These costs may include, but are not limited to, inspection and sampling costs as well as transportation, equipment, and labor costs incurred by SacSewer to investigate and/or demonstrate User noncompliance/compliance as well as administrative time spent in resolution of noncompliance.

2.9.15 Remedies Nonexclusive

The provisions in Section 2.9 are not exclusive remedies. SacSewer reserves the right to take any, all, or any combination of these actions against a noncompliant User. Enforcement of pretreatment violations will generally be in accordance with SacSewer's Enforcement Response Plan. However, SacSewer reserves the right to take other action against any User when the

circumstances warrant. Further, SacSewer is empowered to take more than one enforcement action against any noncompliant User.

2.10. RECYCLED WATER FILL STATIONS

2.10.1 Purpose

This Section addresses the requirements and enforcement associated with the use of SacSewer Recycled Water Fill Stations.

2.10.2 Recycled Water Fill Station Use And Legal Requirements

The Urban Recycled Water Program meets the requirements of SacSewer's Notice of Applicability under the State Water Resources Control Board's Water Reclamation Requirements for Recycled Water Use, Water Quality Order 2016-0068-DDW-R5023 and subsequent amendments.

Recycled water is available for SacSewer customers for use within the SacSewer Service Area. Recycled Water Users must apply for a recycled water use permit and complete training prior to receiving recycled water. Permittees must comply with the terms and conditions of the recycled water use permit issued by SacSewer.

The District Engineer has the authority to enter into agreements for recycled water use.

2.10.3 Enforcement Of Recycled Water Use Permit Conditions

Each Recycled Water User is required to ensure compliance with all legal requirements of its use. SacSewer may perform periodic inspections of the use of the recycled water fill station and of areas where the recycled water is used. SacSewer may terminate the permit for Recycled Water Users that do not comply with the permit requirements. Recycled Water Users are responsible to follow all state, federal, and local laws and regulations, including but not limited to Titles 17 and 22 CCR. SacSewer is required to report certain violations to the appropriate regulatory agency.

2.11. DENTAL DISCHARGERS

This Section applies to Dental Dischargers subject to 40 CFR Part 441, the Dental Office Point Source Category (Rule). Dental Dischargers are not Significant Industrial Users as defined in 40 CFR Part 403, and are not Categorical Industrial Users or Industrial Users subject to Categorical Pretreatment Standards as those terms and variations are used in 40 CFR Part 403 and this Ordinance, as a result of applicability of this rule.

Dental Dischargers qualifying under 40 CFR Part 441 are for regulatory purposes considered Class II Users as the term is used in this Ordinance. Dental Dischargers are considered commercial for billing purposes.

2.11.1 Applicability

1. Dental Dischargers who place or remove amalgam must install an amalgam separator, implement BMPs, and **must certify** as such.

2. Dental Dischargers who never place amalgam and do not remove amalgam except in limited unplanned, unanticipated circumstances (estimated to be less than 5% of removals) **must certify** as such, but do not have to install an amalgam separator or implement the BMPs.
3. The following Dental Dischargers are exempt from this regulation:
 - Dentists that exclusively practice one or more of the following specialties: oral pathology, oral and maxillofacial radiology, oral and maxillofacial surgery, orthodontics, periodontics, or prosthodontics
 - Mobile units providing services in multiple locations
 - Dentists that do not discharge any dental wastewater to the sewer, such as when wastewater is sent to a centralized treatment facility.

2.12. ONE-TIME COMPLIANCE REPORT

Dental Dischargers must submit a One-Time Compliance Report within timeframes specified by the Rule. Dental Dischargers must retain the One-Time Compliance Report while in operation or until ownership is transferred.

3. TREATMENT AND RESOURCE RECOVERY RATES, BILLING, AND COLLECTION

3.1. PURPOSE

The purpose of this Section is to prescribe charges for the use of the SacSewer sewer system. The Sewer Rates and other charges (collectively referred to as charges) are presented in the SacSewer Treatment and Resource Recovery Rate and Fee Schedule in Section 7.

3.2. TREATMENT AND RESOURCE RECOVERY RATES

All Users of the SacSewer sewer system must pay sewer use charges to SacSewer, in accordance with this Section. Descriptions of the categories of Users and the application of the rates are presented in this Section. Rates are based on the wastewater characteristics or enterprise/use categories, or both, of the User as determined by the District Engineer. In circumstances of mixed use on a single parcel, rates shall be billed for each use as appropriate for each user category.

3.2.1 Residential Users

The monthly Treatment and Resource Recovery Rates for Residential Users shall be the cost per ESD presented in the SacSewer Treatment and Resource Recovery Rate and Fee Schedule multiplied by the total number of ESDs. Each detached Single-Family Dwelling shall be assigned 1.0 ESD. Each individual Multiple-Family Dwelling unit shall be assigned 0.75 ESD. Each Age-Restricted Dwelling unit within an Age-Restricted Residential Development shall be assigned 0.60 ESD.

3.2.1.1 Ancillary Units, Accessory Units, and Junior Accessory Dwelling Units

Additional Residential User rates for Ancillary Units, Accessory Dwelling Units, and Junior Accessory Units shall be charged as follows:

- Single-family residential property owners who have a single ancillary unit as defined in this Ordinance will not be billed rates for up to one Ancillary Unit. Additional Ancillary Units on the same parcel that are not otherwise excluded by the provisions of California Government Code Sections 65852.2 or 65852.22 will be subject to additional rates.
- Multiple-family residential property owners who have a single ancillary unit as defined in this Ordinance will not be billed rates for up to one Ancillary Unit or for up to two Ancillary Units if the units are created or constructed as Accessory Dwelling Units or Junior Accessory Dwelling Units in accordance with the provisions of California Government Code Sections 65852.2 or 65852.22, including the limitation on the number of such units that may be located on a multiple-family dwelling parcel. Additional Ancillary Units on the same parcel that are not otherwise excluded by this Section will be subject to additional rates.

3.2.2 Commercial Users

The monthly Treatment and Resource Recovery Rates for Commercial Users will be calculated based on rates presented in the SacSewer Treatment and Resource Recovery Rate and Fee Schedule multiplied by the corresponding factor shown in Table 2-1. At a minimum, Commercial Users (vacant or not) will be billed a monthly Sewer Rate equal to one ESD per parcel.

Table 2-1: Commercial Users

Enterprise/Use Categories	ESD Equivalent Factors
Auto Dealerships	0.2 ESD/1,000 Sq Ft of gross floor area
Bakeries	1.9 ESD/1,000 Sq Ft of gross floor area
Banks and Financial Institutions	0.3 ESD/1,000 Sq Ft of gross floor area
Barber and Beauty Shops	0.1 ESD/barber or beautician chair
Bars	0.7 ESD/1,000 Sq Ft of gross floor area
Bowling Alleys (Including Eating Facilities)	0.4 ESD/bowling lane
Car Washes—Automatic	1.0 ESD/9,300 gallons of water used each month
Car Washes—Self-Serve	0.7 ESD/washing stall
Dry Cleaners	1.7 ESD/1,000 Sq Ft of gross floor area
Fire Stations (Including Eating Facilities)	1.0 ESD/station

Enterprise/Use Categories	ESD Equivalent Factors
Garages	0.1 ESD/1,000 Sq Ft of gross floor area
Gyms, Health Clubs, Tanning Salons	0.3 ESD/1,000 Sq Ft of gross floor area
Halls, Lodges, Auditoriums	0.3 ESD/1,000 Sq Ft of gross floor area
Hospitals	1.0 ESD/9,300 gallons of water used each month (1.1 ESD/bed*)
Hotels and Motels	0.4 ESD/sleeping room
Laundries—Commercial	2.4 ESD/9,300 gallons of water used each month
Laundries—Self-Serve	0.5 ESD/washing machine
Markets – High Impact	1.7 ESD/1,000 Sq Ft of gross floor area
Markets—Low Impact	0.2 ESD/1,000 Sq Ft of gross floor area
Medical, Dental, Massage Therapy Offices (Including Eating Facilities)	0.4 ESD/1,000 Sq Ft of gross floor area
Mini-Storage Facilities—One Single-Family Residence, if Public Restrooms include additional fixture units	1.0 ESD, plus 0.04 ESD/fixture unit if public restrooms include additional fixture units
Mortuaries	1.8 ESD/slumber room
Office Buildings—Under 200,000 Sq Ft	0.2 ESD/1,000 Sq Ft of gross floor area
Office Buildings—200,000 Sq Ft and above	1.0 ESD/9,300 gallons of water used each month (0.3 ESD/1,000 Sq Ft gross floor area*)
Parks (Including Eating Facilities)	0.04 ESD/fixture unit
Places of Worship (Including Residences)	0.2 ESD/1,000 Sq Ft of gross floor area
Recreational Vehicle Park	0.4 ESD per space or lot with sewer connection
RV Sanitary Sewer Dump Station	0.4 ESD per sanitary dump station
Rest Homes, Convalescent Homes, Boarding Houses, Fraternities, Sororities, Convents, Dormitories, etc.	0.4 ESD/bed
Restaurants—Dine-In	5.1 ESD/1,000 Sq Ft of gross floor area
Restaurants—Dine-In Patio Area	2.6 ESD/1,000 Sq Ft of gross floor area
Restaurants—Dine-In & Take-Out	4.7 ESD/1,000 Sq Ft of gross floor area
Restaurants—Take-Out	4.2 ESD/1,000 Sq Ft of gross floor area
Retail Stores—Under 100,000 Sq Ft	0.1 ESD/1,000 Sq Ft of gross floor area

Enterprise/Use Categories	ESD Equivalent Factors
Retail Stores—100,000 Sq Ft and above	1.0 ESD/9,300 gallons of water used each month (0.2 ESD/1,000 Sq Ft of gross floor area*)
School –Elementary Schools, Day Cares, Preschools, Nursery Schools (Including Eating Facilities)	1.0 ESD/100 Average Daily Attendance
Schools – Middle Schools, Junior High Schools, and High Schools (Including Eating Facilities)	2.5 ESD/100 Average Daily Attendance
Schools – Colleges and Universities (Including Eating Facilities)	1.0 ESD/9,300 gallons of water used each month (2.2 ESD/100 Full-Time Equivalent Students*)
Service Stations	0.1 ESD/gas pump
Theaters	0.3 ESD/100 seats
Warehouses –Under 50,000 Sq FT	0.1 ESD/1,000 Sq Ft gross floor area
Warehouses – 50,000 Sq FT and above	1.0 ESD/9,300 gallons of water used each month (5.0 ESD/parcel*)
Non-Defined Commercial	1.0 ESD/9,300 gallons of water used or discharged each month

Notes:

- A. Factors delineated by the asterisk (*) will only be used when the User is unable to supply the water usage data as a basis for the monthly charge.
- B. Application of Categories – SacSewer will determine which Enterprise/Use Category will be applied to a Commercial User not adequately identified in Table 2-1.
- C. Rates related to water use will be based on accurately metered water usage data supplied by the User and approved by the District Engineer. Adjustments may be made for consumptive water use when deemed appropriate by the District Engineer. Where a water meter exists and the User fails to submit the water usage data as required, SacSewer may read the meter and charge a water meter reading fee.
- D. Enterprise/Use Categories with multiple functions will pay according to the factors shown for each applicable category, with the following exceptions:
 1. Bowling alleys will not be charged separately for eating areas and bar areas that only serve bowlers. Eating areas and bar areas within bowling alleys will be considered to only “serve bowlers”, if those areas are located within the bowling alley and do not contain separate public entrances from the facility’s exterior.

2. Fire stations, medical offices, dental offices, massage therapy offices, office buildings, schools, and public agencies will not be charged separately for eating facilities that are only for employee/student use. However, any restaurants at these facilities that are open to the public will be separated out and charged accordingly.
3. Warehouses will not be charged separately for minor office space on the premises.

3.2.3 Special Provision – City of West Sacramento Metered Commercial Users

The monthly Treatment and Resource Recovery Rates for Commercial Users that have metered water usage in the City of West Sacramento will be calculated as follows:

(Line A) x (Line B) x (Line C) = West Sacramento Commercial SacSewer Treatment and Resource Recovery Monthly Rate

Where:

Line A = The charge presented for an ESD in the SacSewer Treatment and Resource Recovery Rate and Fee Schedule

Line B = The User's most recent average of January and February water usage (or other flow data as deemed appropriate by the District Engineer), divided by 12.43 CCF*

Line C = The corresponding loading factor shown in Table 2-2

* Where 12.43 CCF, equals one ESD and one CCF means "one hundred cubic feet."

Table 2-2: Special Provision – City of West Sacramento Commercial Users

Customer Class	Loading Factor
General Service, Office, Commercial Buildings	0.79
Service Stations	1.14
Restaurants	2.72
Hotels/Motels/Campgrounds	2.03
Rest Homes	0.99
Grocery Stores/Supermarkets	2.72
Laundromats	0.86

Note: Application of Categories – The District Engineer will determine which Customer Class Category will be applied to a Commercial User not adequately identified in Table 2-2.

3.2.4 Industrial Users, Groundwater Remediation Dischargers, and Temporary Discharge Permit Users

The Treatment and Resource Recovery Rates for Industrial Users, Groundwater Remediation Dischargers, and Temporary Discharge Permit Users will be based on flow and loadings (BOD, TSS, TKN, and pathogens) as presented in the SacSewer Treatment and Resource Recovery Rate and Fee Schedule.

3.2.5 Liquid Waste Haulers

Disposal charges for Liquid Waste Haulers will be based on volume (based on 90% of the tank capacity), waste type, pretreatment program charges, and location of waste disposal site as presented in the SacSewer Treatment and Resource Recovery Rate and Fee Schedule.

3.2.6 Users Outside SacSewer's Service Area

Sewer Rates for Users located outside SacSewer's service area will be determined in accordance with the SacSewer Treatment and Resource Recovery Rate and Fee Schedule or established by a separate agreement.

3.3. BILLING AND COLLECTION

Billing is based on charges associated with the use of the sewer system, which include Sewer Rates, Sewer Impact Fees, pretreatment program and noncompliance, and other costs associated with penalties, interest, and enforcement of the Ordinance. Sewer service charges and fees may be billed by SacSewer, contributing agencies, contracting agencies, or the County of Sacramento. Refer to Section 4 for information on Sewer Impact Fees.

Each contributing agency must establish and maintain a billing system for the collection of SacSewer sewer charges, which conforms to the classification and categorization of User rates established and adopted by SacSewer. Except as provided in Section 3.3.1, the billing period established by the contributing agency will be no less frequent than bi-monthly. No later than 60 days following the date of each regular periodic billing by a contributing agency, that contributing agency will pay to SacSewer a sum that equals the total of all SacSewer charges that were included, or should have been included in the billing.

3.3.1 Billing Period

Residential and Commercial Users will be billed monthly or bi-monthly. Bills issued on a bi-monthly billing cycle are due and payable upon presentation and become delinquent 45 days after the date of billing. Bills issued on a monthly billing cycle are due and payable upon presentation and become delinquent 21 days after the date of billing.

Industrial Users, Groundwater Remediation Dischargers, Liquid Waste Haulers, and permitted Non-Defined Commercial Users will be billed monthly (one month in arrears) based on charges calculated by the District Engineer for the previous month. Bills are due and payable upon presentation and become delinquent 30 days after the date of billing.

At the discretion of SacSewer, Temporary Discharge Permit Users may be billed on a monthly basis, at the end of the project, or at expiration of the permit. Bills are due and payable upon presentation and become delinquent 30 days after the date of billing.

3.3.2 Billing To Owner

Charges will be billed to the property owner of record as of the date the premises are deemed suitable for occupancy, to the successor in interest to such Person, or to such Person's single designee. All requests to bill a party other than the property owner of record must be made in writing to SacSewer by the party to be billed. SacSewer will notify the property owner of record when the billing is changed to comply with such a request. However, no such billing change or request will remove the responsibility from the property owner of record.

3.3.3 Unit of Billing

Each parcel of real property will be issued one bill for sewage disposal services provided by SacSewer. In no case will a parcel of real property be divided into smaller units for purposes of such billing, unless a separately metered industrial use is present, or upon the approval of the District Engineer.

3.3.4 Initial Bill

Billing will begin on the date the premises are suitable for occupancy, which is normally considered to be 90 days after the premises are connected to the public sewer system. However, the District Engineer is empowered to vary the date that the premises are considered suitable for occupancy, based on a reasonable interpretation of information obtained from public records or field inspections. The District Engineer may also initiate billing based upon a request for other utility services to the premises or notification from owners or occupants that the structure is completed. In all cases, initial bills will be to the property owner of record as of the date the property is considered suitable for occupancy.

3.3.5 Adjustments

Charges may be adjusted at each billing, when appropriate. Any overbilling will be credited against the charges for the next billing period. Any under billing will be added to the charges for the next billing period.

Adjustments of charges requested and documented will be made to the contributing agency as appropriate. Any amounts paid by the contributing agency in excess of actual computed charges will be credited against the amount to be paid to SacSewer by the contributing agency for the next billing period. Any deficiency between the amount paid by the contributing agency and the actual computed charges will be added to the amount to be paid to SacSewer for the next billing period.

Adjustments for under billings will be made for the term of deficiency, not to exceed a maximum of three years from the date the District Engineer determines that a billing discrepancy exists. Refunds or credits for overbilling are limited to the current property owner for the duration of property ownership.

3.3.5.1 Reasons For Adjustments

The District Engineer may adjust charges or grant refunds for the following reasons:

1. Change of use or User, or
2. No sewer service was being provided, or
3. There is a billing error, or
4. When a structure is deemed no longer suitable for occupancy as determined by the local jurisdiction

Users requesting a billing adjustment may be required to state the justification in writing to the District Engineer.

3.3.6 VACANCY CREDITS

Apartments, mobile home parks, and others may be eligible to receive vacancy credits under certain circumstances specified below.

3.3.6.1 Apartments

Apartments will only be eligible to receive vacancy credits during construction and the first two-years of occupancy, or until the apartments reach full occupancy, whichever occurs first. The first year of occupancy is considered to begin when the last dwelling unit has been completed and is considered suitable for occupancy. Vacancy credits for apartments will be issued as follows:

1. During the construction phase and/or first year of occupancy, apartments suitable for occupancy will receive a 50% vacancy credit. However, if occupancy becomes greater than 50% during this period, then the vacancy credit will be reduced by an equal percentage.
2. During the second year of occupancy, apartments will receive a 25% vacancy credit. However, if occupancy becomes greater than 75% during this period, then the vacancy credit will be reduced by an equal percentage.

If vacancy varies extensively from that indicated above, the District Engineer in accordance with this Section may make an adjustment reflecting a billing credit or deficiency. Under no circumstances will vacancy credits be greater than the amount granted during the previous billing period.

3.3.6.2 Mobile Home Parks

New Construction – Mobile home parks may be eligible to receive vacancy credits each fiscal year until occupancy reaches 85% or more. The eligible amount of vacancy credits will be based on the percentage of occupied mobile home spaces/lots at the start of each fiscal year and will be determined as shown in Table 3.3. In order for a mobile home space/lot to be considered occupied, the space must contain a mobile home structure that is suitable for occupancy. In

addition, under no circumstances will vacancy credits be greater than the amount granted during the previous billing period.

Occupancy at Start of Fiscal Year	Credit
0-9%	90%
10-24%	75%
25-39%	60%
40-54%	45%
55-69 %	30 %
70-84 %	15 %
85-100%	0%

Existing – Existing mobile home parks may be eligible to receive a vacancy credit for each space/lot that is not occupied by a structure suitable for occupancy.

3.3.6.3 Structures Unsuitable For Occupancy

The District Engineer may grant vacancy credit for periods in which a building previously determined suitable for occupancy loses that status due to fire, damage, or other causes. In addition, the structure must be unoccupied as a result of this change in status.

3.3.7 Billing Procedures Adopted By Contributing Agencies

A contributing agency may adopt and maintain a billing procedure that varies from the minimum billing frequency specified in Section 3.3.1, provided that the full payments specified therein are made to SacSewer and the alternative billing frequency provides for the separate stating of SacSewer charges.

3.3.8 Sewer Lifeline Rate Assistance Program

The District Engineer is authorized to administer and periodically amend the Sewer Lifeline Rate Assistance Program, including application procedures and rebate amounts. Upon approval of application, a qualifying customer may receive a one-time rebate or periodic adjustment of charges paid.

3.4. ENFORCEMENT

The District Engineer is hereby charged with enforcement of the provisions of this Section and with coordination among all officials and departments of the contributing agencies and SacSewer in order to achieve its purpose.

Charges that remain due and uncollected by the due date will be delinquent and subject to enforcement procedures. Any proceedings authorized by law to enforce payment of such charges may be taken by SacSewer. Authorization is hereby granted to each contributing agency collecting charges for SacSewer to take any proceedings authorized by law to enforce payment of SacSewer's charges. However, such proceedings will not relieve the contributing agency from making the full payments to SacSewer as specified in Section 3.3.

If the District Engineer determines that a customer has failed to notify SacSewer or the contributing agency that bills SacSewer's Sewer Rates that a building is receiving sewer service, or that a period of vacancy credit has been authorized based upon statements from the owner found subsequently to be misleading, or if the owner fails to notify SacSewer or the appropriate contributing agency when such condition has terminated, then SacSewer may directly back-charge the property at its fully authorized rate for the entire period during which the vacancy credit was authorized.

Prior to enacting other collection proceedings as authorized by this Section or other provisions of law, the District Engineer may, at his/her discretion, offer extended repayment plans to facilitate payment of

an existing User's unpaid charges related to under billing and/or the discovery of an existing User's Sewer Impact Fee payment deficiencies, whether due to parcel change of use, expansion, or other cause. In circumstances of under billing, the District Engineer may offer an existing User an extended repayment plan with a maximum term of up to twice the term of deficiency. In circumstances of Sewer Impact Fee deficiencies, the District Engineer may offer an existing User an extended repayment plan with a maximum term of up to four years.

3.4.1 Delinquency Penalty

Any charges that become delinquent as designated in this Ordinance, may have added to the billing charges, a delinquency penalty charge established by the collecting agency (contributing agencies) to recover additional expense incurred as a result of the delinquent account. Collected funds will be retained by the collecting agency to the degree that it absorbs billing and collecting costs. Any such delinquency penalty will not exceed any delinquency penalty assessed by the contributing agencies with respect to the sewer use billing of the contributing agencies.

3.4.2 Discontinuance Of Service For Failure To Pay

Failure to pay charges within 30 days after it becomes delinquent will make the premises subject to discontinuance of service or disconnection from the public sewer. However, disconnection will not be made before ten days after mailing a written notice by registered mail to the property

owner and contributing agency. In the event a disconnection is made, the property owner will pay the actual costs for reconnection specified by the contributing agency.

3.4.3 Lien

SacSewer may place a lien against any property served for failure to pay any charges levied in accordance with this Ordinance. SacSewer may elect to transfer any delinquent charges to the property tax roll following any procedures authorized by law. However, a lien will not be initiated until a diligent attempt has been made to collect said charges.

4. SEWER IMPACT FEES

4.1. PURPOSE

The purpose of this Section is to prescribe fees for connecting to, discharging to, or expanding the use of any sewer facilities owned, maintained, or operated by SacSewer, and for annexation to SacSewer.

4.2. SEWER IMPACT FEES

Except as otherwise provided, all Users discharging directly or indirectly into the SacSewer's sewer system shall pay an appropriate amount for their share of the capital investment in the SacSewer's system. These amounts shall be included in the Sewer Impact Fee, the Incremental Sewer Impact Fee, or such other fees as are required. Sewer Impact Fees will be reviewed periodically and adjusted as necessary to account for items such as SacSewer costs, inflation, etc.

A Sewer Impact Fee must be paid for all parcels served by SacSewer's treatment and resource recovery system. Sewer Impact Fees are based on SacSewer Treatment and Resource Recovery Infill and Expansion Communities as shown on Figure 2-3 and are presented in the SacSewer Treatment and Resource Recovery Rate and Fee Schedule in Section 7. In no event shall the Sewer Impact Fee for any commercial parcel be less than the cost for one ESD.

All Sewer Impact Fees and credits are specific to individual Assessor Parcel Numbers (APNs). When new parcels are created the uses will be reassessed for the newly created parcels for the calculation of Sewer Impact Fees and impact credits.

In the event a change or expansion in use occurs on a property that has been connected to SacSewer's sewer system, or the sewer system of one of its contributing agencies, Sewer Impact Fees will be reassessed to determine if Incremental Sewer Impact Fees are required. The SacSewer Treatment and Resource Recovery Infill and Expansion Communities Map is shown in Figure 2-3.

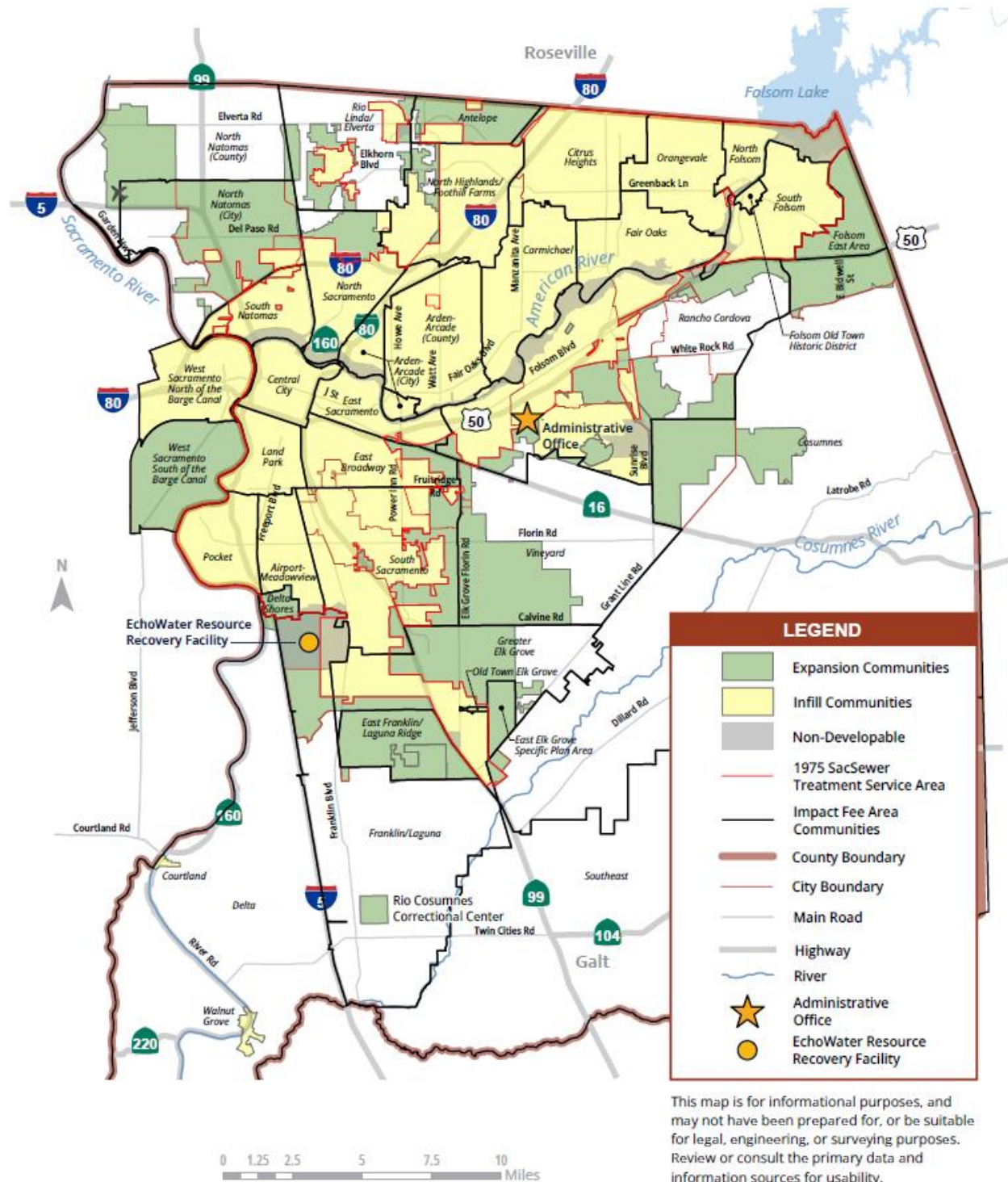


Figure 2-3: SacSewer Treatment and Resource Recovery Infill and Expansion Communities Map

The map is a high level representation of the Infill and Expansion fee areas. Contact the Permit Services Unit at (916) 876-6100 to obtain information on the location of specific parcels.

4.2.1 Residential Users

The Sewer Impact Fee for Residential Users is the cost per ESD presented in the SacSewer Treatment and Resource Recovery Rate and Fee Schedule multiplied by the total number of ESDs. Each detached Single-Family Dwelling is assigned 1.0 ESD. Each individual Multiple-Family Dwelling unit is assigned 0.75 ESD. Each Age-Restricted Dwelling unit within an Age-Restricted Residential Development is assigned 0.60 ESD.

4.2.1.1 Ancillary Units, Accessory Dwelling Units, and Junior Accessory Dwelling Units

A single ancillary unit per parcel, as defined by this Part, will not be assessed a Sewer Impact Fee. Parcels with more than one ancillary unit are subject to additional Sewer Impact Fees, except when the additional Ancillary Units are created or constructed in accordance with the provisions of California Government Code Sections 65852.2 or 65852.22 for Accessory Dwelling Units or Junior Accessory Dwelling Units that specifically exclude the assessment of Sewer Impact Fees for such units.

4.2.2 Commercial Users

The Sewer Impact Fee for Commercial Users is the cost per ESD as presented in the SacSewer Treatment and Resource Recovery Rate and Fee Schedule multiplied by the corresponding ESD equivalent factor shown in Table 2-3. A business with various operations shall pay according to the factors shown for each applicable Enterprise/Use Category.

Table 2-3: Commercial Users

Enterprise/Use Categories	ESD Equivalent Factors
Auto Dealerships	0.2 ESD/1,000 sq. ft. of gross floor area
Bakeries	0.5 ESD/1,000 sq. ft. of gross floor area
Banks and Financial Institutions	0.3 ESD/1,000 sq. ft. of gross floor area
Barber and Beauty Shops	0.1 ESD/barber or beautician chair
Bars	0.7 ESD/1,000 sq. ft. of gross floor area
Bowling Alleys (includes eating facilities)	0.4 ESD/bowling lane
Car Washes – Automatic	1.0 ESD/9,300 gallons of water used each month
Car Washes – Self-Serve	0.7 ESD/washing stall
Dry Cleaners	1.7 ESD/1,000 sq. ft. of gross floor area
Fire Stations (includes eating facilities)	1.0 ESD/station
Garages	0.1 ESD/1,000 sq. ft. of gross floor area
Gyms, Health Clubs, Tanning Salons	0.3 ESD/1,000 sq. ft. of gross floor area

Enterprise/Use Categories	ESD Equivalent Factors
Halls, Lodges, Auditoriums	0.3 ESD/1,000 sq. ft. of gross floor area
Hospitals	1.0 ESD/9,300 gallons of water used each month (1.1 ESD/bed**)
Hotel and Motels	0.4 ESD/sleeping room
Laundries – Self-Serve	0.5 ESD/washing machine
Laundry – Commercial	1.0 ESD/9,300 gallons of water used each month
Office Buildings – Under 200,000 sq. ft. (includes eating facilities)	0.2 ESD/1,000 sq. ft. of gross floor area
Office Buildings – 200,000 sq. ft. and above (includes eating facilities)	1.0 ESD/9,300 gallons of water used each month (0.3 ESD/1,000 sq. ft. of gross floor area**)
Parks(includes eating facilities)	0.04 ESD/fixture unit
Places of Worship (including residences)	0.2 ESD/1,000 sq. ft. of gross floor area
Recreational Vehicle Park	2.0 ESD per space or lot with sewer connection
RV Sanitary Dump Station	0.4 ESD per sanitary dump station
Rest Homes, Convalescent Homes, Boarding Houses, Fraternities, Sororities, Convents, Dormitories, etc.	0.4 ESD/ bed
Restaurants – Dine-In	2.0 ESD/1,000 sq. ft. of gross floor area
Restaurants – Dine-In Patio Area	1.0 ESD/1,000 sq. ft. of gross floor area
Restaurants – Dine-In and Take-Out	1.9 ESD/1,000 sq. ft. of gross floor area
Restaurants – Take-Out	1.7 ESD/1,000 sq. ft. of gross floor area
Retail Stores – Under 100,000 sq. ft.	0.1 ESD/1,000 sq. ft. of gross floor area
Retail Stores – 100,000 sq. ft. and above	1.0 ESD/9,300 gallons of water used each month (0.2 ESD/1,000 sq. ft. of gross floor area**)
Schools – Elementary Schools, Day Care Facilities, and Nursery Schools (includes eating facilities)	1.0 ESD/100 average daily attendance
Schools – Middle, Junior, and High Schools (includes eating facilities)	2.5 ESD/100 average daily attendance
Schools – Colleges and Universities (includes eating facilities)	1.0 ESD/9,300 gallons of water used each month (2.2 ESD/100 Full-Time Equivalent Students**)
Service Stations	0.1 ESD/pump

Enterprise/Use Categories	ESD Equivalent Factors
Theaters	0.3 ESD/100 seats
Warehouses – Under 50,000 sq. ft.	0.1 ESD/1,000 sq. ft. of gross floor area
Warehouses – 50,000 sq. ft. and above	1.0 ESD/9,300 gallons of water used each month (5.0 ESD/50,000 sq. ft. of gross floor area**)
Non-Defined Commercial	1.0 ESD/9,300 gallons of water used or discharged each month

Notes:

- A. Factors delineated by the asterisks (**) shall only be used when the User is unable to supply the water usage data as the basis for the Sewer Impact Fee.
- B. When a Commercial User does not conform to the categories listed in Table 2-3; the District Engineer shall establish an equitable ESD ratio for determination of a Sewer Impact Fee.
- C. Where new technology or operating condition will result in significant water conservation the District Engineer shall account for this water savings in determining the ESD Ratio.
- D. Sewer Impact Fees related to water use will be based on accurately metered water usage data supplied by the User and approved by the District Engineer. Adjustments may be made for consumptive water use when deemed appropriate by the District Engineer. Where a water meter exists and the User fails to submit the water usage data as required, SacSewer may read the meter and charge a water meter reading fee.
- E. Parking lots shall not be assessed a separate Sewer Impact Fee, unless there are fixture units present or there are connections which allow flow directly into the sewer system.

Sewer Impact Fees for Non-Defined Commercial Users will be based on an estimate furnished by applicant. If no estimate is furnished by the applicant the District Engineer may use the ESD Equivalent Factors shown in this Part to determine flows for calculating the Sewer Impact Fee.

4.2.2.1 Review of Flow Quantities and Adjustment of Sewer Impact Fees for Non-Defined Commercial Users

After the end of the first two years of operation, SacSewer may adjust fees to reflect actual flows experienced during the first two years of operation, occupancy, or discharge. Any additional fee assessed will be paid in accordance with the payment schedule in effect at the time the original Sewer Impact Fees were paid. Any reduction in fee based upon usage will be returned in a lump sum.

For permitted Non-Defined Commercial Users, Sections 4.2.3.1–4.2.3.3 will be applied for review of flow quantities and Incremental Sewer Impact Fees.

4.2.3 Industrial Users

The Sewer Impact Fees for all Industrial Users will be based on the sum of the fees for flow and loading (BOD, TSS, TKN, and pathogens) quantities and the location of the industry based on New and Infill Communities as presented in the SacSewer Treatment and Resource Recovery Rate and Fee Schedule.

For Industrial Users that have domestic outfalls, the following will be used for calculating fees related to this portion of the discharge: 180 mg/L for BOD and TSS, 40 mg/L for TKN, and the pathogen component of the Sewer Impact Fee for each 1,000 gallons per month. The fee associated with discharge volume will be based on measurement, water balance, number of employees, or other method approved by the District Engineer. For combined wastestreams, the fee component for pathogens will be based on the calculated domestic portion.

Baseline TKN and pathogen loads for permitted Industrial Users existing on February 23, 2013, is established based on the maximum monthly discharges of the said constituents in the most recent two years. Increases above the baseline loads will require payments of Incremental Sewer Impact Fees.

The Sewer Impact Fee will be based on estimated average monthly flow and loading quantities contained in the Wastewater Discharge Permit Application submitted to and accepted by the District Engineer.

4.2.3.1 Review of Flow and Loading Quantities and Adjustment of Sewer Impact Fees At Two Years of Operation

At two years of operation, occupancy, or discharge, the District Engineer will review the flow and loadings discharged during this initial operating period, and will adjust the Sewer Impact Fees to reflect the actual average monthly flows and loadings experienced.

In the event that flow and/or loading increases have occurred, Incremental Sewer Impact Fees will be assessed. The basis for calculating the Incremental Sewer Impact Fees will be the fees in effect at the time the Wastewater Discharge Permit Application was deemed complete and accepted by SacSewer.

The Sewer Impact Fee for an Industrial User may be reduced after the first two years of operation, occupancy, or discharge based upon SacSewer records supporting the reduction. The basis for calculating the Sewer Impact Fee reduction will be the discharge fees in effect on the date the Wastewater Discharge Permit Application was deemed complete and accepted by SacSewer. Any decreases in Sewer Impact Fee will be returned in a lump sum.

The User may at any time, prior to completion of the first two years of operation, request a reevaluation of the Sewer Impact Fees in accordance with the method described immediately above.

4.2.3.2 Review of Flow and Loading Quantities and Adjustment of Sewer Impact Fees After the First Two Years of Operation

After two years of operation, occupancy, or discharge, SacSewer will continually review the flow and loading quantities for each User following issuance of its Wastewater Discharge Permit. If flow or loading quantities exceed the allocations contained in the Wastewater Discharge Permit, the User will be required to pay an Incremental Sewer Impact Fee to reflect the increases. In the event that SacSewer is not notified of a pending increase, the Incremental Sewer Impact Fee will be based on the date the Industrial User has exceeded the allocation.

An Industrial User must notify SacSewer of any planned production or operational changes that will result in permanently exceeding the quantities in the Wastewater Discharge Permit. The User must notify SacSewer 90 days prior to the anticipated increases and must request approval of an amendment to the existing Wastewater Discharge Permit. If the request is accepted, SacSewer will assess an Incremental Sewer Impact Fee to reflect the increase in monthly flows or loadings.

Exceeding an allocation is defined as an increase to any flow or loading quantity above the allocations shown in the Wastewater Discharge Permit by more than 10% for a single calendar month.

4.2.3.3 Incremental Sewer Impact Fees

One of the following options will apply for computing the Incremental Sewer Impact Fees owed:

- a. Purchase. The User may pay the Incremental Sewer Impact Fees calculated for the flow or loading quantity increases. The basis for calculating the additional Sewer Impact Fees will be the discharge fees in effect on the date of request for additional capacity. In the event an Industrial User pays and SacSewer accepts the Sewer Impact Fees under this option, the Wastewater Discharge Permit will be modified to reflect the flow or loading increases and that User may continue to discharge continuously into SacSewer's facilities at the revised flow and loading rates.
- b. Monthly Rental. The District Engineer may agree to rent an increase in flow or loading quantities contained in the Wastewater Discharge Permit on a monthly basis. The incremental sewer impact fee is calculated based on the date the flow increase occurred. A monthly rental fee will be computed by applying 6% of the cost of purchase for the Sewer Impact Fee calculated for the flow and/or loading quantity increases divided by 12.

In the event a User elects Alternative b or c above for payment of Incremental Sewer Impact Fees, the right to discharge into SacSewer sewer system at the increased quantities is only granted for the duration of the rental period. After the rental period, the capacity reverts to the purchased allocations. Rental payments will not be applied to the purchase of permanent capacity.

In the event the discharge from an Industrial User exceeds the flow and loading parameters set forth in the Wastewater Discharge Permit or any approved rental and causes SacSewer's Wastewater Treatment Plant to violate the conditions of its NPDES permit, the discharger shall

be liable for any fines paid by SacSewer for said violation(s) plus a 20% penalty to cover the costs to SacSewer for its defense.

4.2.3.4 Industrial User Sewer Impact Fee Finance Agreement

An Industrial User may apply to SacSewer for a Sewer Impact Fee finance agreement for purchase of permitted flows and loadings for up to 30 years. Sewer Impact Fees will be based on the fees in effect at the time of approval of the finance agreement by the District Engineer.

The District Engineer has the authority to execute Industrial User Sewer Impact Fee Finance Agreements.

4.2.3.5 Transfer of Permitted Flows and/or Loadings to a New Owner/User

In the event an existing Industrial User transfers ownership of a site to a new owner/User, the flow and loading allocations will be transferred to the new ownership/User subject to the following conditions and limitations:

- a. That all Sewer Impact Fees for the flow and loading allocations have been paid in full; and,
- b. That Incremental Sewer Impact Fees will be due and payable from the new owner/User for any flow and loading quantities which exceed the allocated amounts; and,
- c. Prior to transfer of title or use of an industrial site receiving sewer services from SacSewer, the existing owner/User shall be responsible for disclosure of the terms and conditions of the most recent Wastewater Discharge Permit for the site issued by SacSewer to the prospective new owner/User.

4.2.3.6 Transfers of Permitted Flows and/or Loadings to a New Site

SacSewer may allow the transfer of flow and loadings from a particular parcel to another parcel as follows:

1. An Industrial User discharging wastewater to SacSewer, or to a contributing agency thereof, that ceases operation at an existing developed site and relocates to another site where sewer services will be provided by SacSewer or an Industrial User who has operations at additional locations discharging wastewater to SacSewer may transfer flow and loadings to the new site or allocate to other sites so operated subject to the following conditions and limitations:
 - a. That all Sewer Impact Fees for the flow and loadings allocated to the site being vacated or being transferred have been paid in full; and
 - b. That the Industrial User engage in activities at the new site which continue to be classified as industrial; and,
 - c. That a portion of the monthly flow and loadings contained in the most current Wastewater Discharge Permit on file with SacSewer for the site being vacated

- must remain on the parcel for any connected structures in accordance with Section 4; and,
- d. That the maximum flow and loading allocations that can be transferred to the new site be limited to the monthly flow and/or loading allocations for which full Sewer Impact Fees have been paid at the site being vacated, minus the required quantities to remain according to Section 4.2.3.6.1.c. above; and,
 - e. That the Industrial User complies with the service requirements of the appropriate contributing agency; and,
 - f. That the maximum monthly flow rate to be transferred be further regulated by the requirements of this Section.
2. An Industrial User that has excess flow and loadings for a particular industrial site, as determined by the Board of Directors, may transfer such excess flow and loadings from the site to a new site or sites within SacSewer (regardless of ownership of the new site), subject to the following conditions and limitations:
- a. That such a transfer furthers the interests of SacSewer;
 - b. That transfers of credits to and from Infill and New Growth areas account for differences in Sewer Impact Fees;
 - c. That the Users comply with the service requirements of the appropriate contributing agency;
 - d. That the maximum monthly flow rate to be transferred be further regulated by the requirements of this Section; and,
 - e. That the Industrial User and SacSewer enter into a written agreement, approved by the Board of Directors, that further clarifies the procedures and responsibilities for allocating, converting, transferring and tracking of sewer credits.

4.2.3.7 Reallocation of Capacity

A permitted Industrial User may petition SacSewer to allow reallocation of flow and loading capacity on an equivalent dollar for dollar basis. A reallocation of capacity may be allowed when a permitted User has determined that a surplus of capacity exists for any one or more parameter(s) and desires to transfer that capacity to another parameter(s). The User shall file a request with SacSewer stating which parameter(s) to reallocate. Upon agreement, SacSewer will issue a Wastewater Discharge Permit containing the revised allocations.

4.2.4 Hauled Permanent Non-Domestic Wastewater Dischargers from Outside SacSewer's Service Area and Groundwater Remediation Dischargers

4.2.4.1 Calculation of Sewer Impact Fees

The Sewer Impact Fees for Hauled Permanent Non-domestic Wastewater Dischargers from Outside SacSewer's Service Area and Groundwater Remediation Dischargers will be the sum of

the fees for flow and loadings as presented in the SacSewer Treatment and Resource Recovery Rate and Fee Schedule. The Sewer Impact Fee will be rented on a monthly basis using the incremental fee methodology of 4.2.3.3.c, and be based on the flow and loading quantities of the actual discharge and the location of the discharge based on New and Infill Communities.

Monthly rental fees will not be credited to the parcel or the User.

4.2.4.2 Review of Flow and Loading Quantities and Adjustment of Sewer Impact Fees

If the Groundwater remediation Discharger owns a flow allocation in the Wastewater Discharge Permit, and if flow quantities exceed the allocation contained in the Wastewater Discharge Permit, the User will be required to pay an Incremental Sewer Impact Fee per 4.2.3.3.c to reflect the increase.

Exceeding an allocation is defined as an increase to any flow or loading quantity above the allocation shown in the Wastewater Discharge Permit by more than ten percent for a single calendar month.

4.2.5 Payment of Sewer Impact Fee

Sewer Impact Fees for Residential Users, Commercial Users, and Non-Defined Commercial Users *not* issued a Wastewater Discharge Permit are due and payable prior to the issuance of a building permit.

Sewer Impact Fees for Non-Defined Commercial Users issued a Wastewater Discharge Permit and Industrial Users are due and payable in full upon issuance of the invoice to the User by SacSewer.

Incremental Sewer Impact Fees or other balances for Sewer Impact Fee payment deficiencies discovered owing for existing Users are due and payable in full upon issuance of the invoice to the User by SacSewer.

Sewer Impact Fees may be billed by SacSewer, Contributing Agencies, or the County of Sacramento. Refer to Section 3 for information on billing, Sewer Rates, other charges, and enforcement associated with delinquencies and failure to pay.

Any project must connect to and utilize the sewer system within one year of the payment of Sewer Impact Fees/Incremental Sewer Impact Fees or be subject to the payment of any adjustment in those fees. In cases where SacSewer determines that the related building permit has remained active and unexpired beyond a year, with adequate construction progress milestones occurring such that a delay in connection beyond one year of sewer impact fee payment is not unreasonable or intentional to avoid the cost of sewer impact fee increases, SacSewer may elect not to assess or collect the additional sewer impact fees that would otherwise be due for connections occurring more than one year after sewer impact fee payment.

4.2.6 Extended Payment Plan and Financing of Sewer Impact Fees

The User may apply to SacSewer for approval of an extended payment plan for financing of the Sewer Impact Fees which will pro-rate the amount due over a period of up to 24 months. If the extended payment plan is approved, invoices for any fees due plus interest will be included and separately identified with the service charges billed to the User.

4.2.7 Sewer Impact Fee Deferral

Sewer Impact Fees for Residential, Commercial, and Industrial Users are eligible for deferral upon satisfaction of the conditions stated in this Part. Sewer Impact Fee Deferrals are described in Section 5.

4.3. OTHER PROVISIONS**4.3.1 Flow Attenuation Requirement**

In cases where a User expects to contribute a peak hourly flow rate that could adversely impact SacSewer sewer system, the District Engineer may require the User to construct, at his own cost, peak flow attenuation facilities which will reduce the peak hourly flow rate as necessary.

4.3.2 Credits Toward Annexation Fee Derived from Taxes on Improvements

Certain parcels of land have paid the full SacSewer Annexation Fee in effect between August 12, 1983, and February 28, 1986. These parcels shall be exempted, or partially exempted from the portions of the Sewer Impact Fee imposed in lieu of taxes, as follows:

Lands that paid the full SacSewer Annexation Fee in effect between the above stated dates shall be credited with the present worth, based on the mid-point of that period, November 19, 1984, of the average component of the Fee that was assignable to improvements during that period (\$1,271 per gross acre). Credits due as calculated above shall be applied to the Sewer Impact Fees due at the time connection permits are obtained, subject to the following limitations:

1. Annexation Fee credits shall be limited to the fees paid on the acreage actually being improved at the time of permit applications; and,
2. There shall be no refund of Annexation Fees paid if the normal Sewer Impact Fee due for any development is less than the Annexation Fee paid.

4.3.3 Provisions for Sewer Impact Fee Adjustment**4.3.3.1 Refunds**

Sewer Impact Fees collected are nonrefundable except in the case of a SacSewer error; a reimbursement for Sewer Impact Fee Credit awarded the user through a Sewer Impact Fee Credit program sanctioned by SacSewer Board when payment of Sewer Impact Fees was made before the credit was awarded; or as described in this Section 5.2.5.f.

4.3.3.2 Reimbursements of Sewer Impact Fees (For Areas Incorrectly Classified)

Any property for which a Sewer Impact Fee was paid according to the Expansion Communities fee and later determined to be located within an Infill Communities area at the time of payment will be entitled to a partial reimbursement of the Sewer Impact Fee paid on the property.

SacSewer will reimburse the difference between the Expansion Communities Sewer Impact Fee and the Infill Communities Sewer Impact Fee in effect at the time of payment.

Reimbursements will be paid to the property owner of record at the time of payment and will be made in such time as may be, in its sole and absolute discretion, administratively practicable for SacSewer. Reimbursements will not be due for any other changes in this Section, including changes in the definition of commercial factors or minimum acreage requirements.

4.3.4 Sewer Impact Fee Credits

All credits are parcel based. As such they do not belong to a specific User but to the parcel. Credits may not be transferred unless the parcels share a property line and have the same owner except as allowed in Section 4.2.3.6.

When sewer impact fee credit cannot be fully or adequately determined from historical permit records, Residential and Commercial Users that have paid for their connection and use to SacSewer's sewer system as of July 1, 2001, will be grandfathered as to their existing use as of that date. As such these Users are subject to the payment of Incremental Sewer Impact Fees for any expansion beyond their July 1, 2001 usage. Their Incremental Sewer Impact Fee will be based upon the difference between their July 1, 2001 usage (credit) and the present usage Sewer Impact Fee required for a totally new development of their type. In the City of Sacramento, 2005 billing data will be used.

Additionally, changes in types of commercial usage may also require the payment of Incremental Sewer Impact Fees whenever the new usage exceeds the Sewer Impact Fee Credit grandfathered or previously purchased. Changes in usage can involve more than one parcel. If these parcels can be legally merged, the owner may redistribute within the project site, any Sewer Impact Fee Credit in excess of the minimum allocation required for each of the individual parcels.

When a Residential User parcel that has an existing connection is legally sub-divided, any fully paid or grandfathered Sewer Impact Fee Credit existing on the original parcel before the parcel split shall be transferred to only one of the parcels created by the parcel split, and this parcel alone will retain the full use credit of the original parcel. Any remaining newly created parcel(s) resulting from the parcel split shall be subject to new Sewer Impact Fees according to the new parcel use(s).

When a Commercial User parcel that has an existing connection is legally sub-divided, any fully paid or grandfathered Sewer Impact Fee Credit existing on the original parcel before the parcel split shall be transferred to or distributed among the resulting newly created parcels as best aligns with the known immediate or future proposed use on all affected parcels as determined by SacSewer, or as otherwise specifically requested in writing by the parcel owner prior to the recordation of the parcel change.

4.4. INTERCEPTOR SEWERS

4.4.1 Sacsewer Financing Of Interceptor Sewers

SacSewer may require that the improvements necessary to develop property include the construction of interceptor sewer facilities as a condition of approval of the improvement plans. To promote uniform participation in the interceptor sewer system by all new Users, capital costs related to the construction, reconstruction, enlargement, or rehabilitation of interceptor sewers will be financed, to the extent funds are available in the Treatment and Resource Recovery Capital Fund, by SacSewer. Where interceptor sewer construction is deemed necessary as a condition of the approval of improvement plans and the interceptor sewer meets the criteria for SacSewer financing, a reimbursement agreement will be executed between SacSewer and the project proponent. The reimbursement amount shall be governed by the conditions set forth in Section 4.4.2 Criteria for SacSewer financing of interceptor sewers shall be as follows:

1. New interceptor sewers and relief interceptor sewers that are contained within the approved budget of SacSewer shall be financed by SacSewer to the extent funds are available in the Treatment and Resource Recovery Capital Fund.
2. If an interceptor sewer project is not budgeted, financing will be accomplished by one of the following means:
 - a. Interceptor sewers may be financed by public improvement projects (e.g. assessment district or Mello Roos District proceedings). Interceptor sewer assessments will be credited against Sewer Impact Fees which would be due for the construction of future improvements (up to 6 ESDs per acre). In the event interceptor sewer capital costs exceed the anticipated Sewer Impact Fees, computed on the basis of standard residential development density of six units per acre, the project proponents shall finance the excess cost.

Where the project proponents must finance costs in excess of the interceptor sewer assessment by cash contribution, SacSewer may provide a reimbursement agreement to repay the excess costs to the project proponents over a period not to exceed ten years. The amount to be reimbursed will be for the actual capital cost in excess of anticipated Sewer Impact Fee revenues (as computed hereinabove).
 - b. The project proponents may finance all interceptor sewer costs and obtain credit against future Sewer Impact Fees. When the capital costs of interceptor sewers exceeds the anticipated Sewer Impact Fee revenues, based upon a standard residential density of six units per acre, SacSewer may provide the project proponents a reimbursement agreement, as described in (a) above.

SacSewer will annually update a needs survey (Sacramento Sewerage Expansion Study) to permit forward financial planning. If an interceptor sewer project is shown on the most recent update approved by the SacSewer Board, but is not within the currently approved budget, the proponent(s) may appeal to the SacSewer Board to provide SacSewer financing of interceptor

sewers for their project. Availability of interceptor sewer funds, adherence to the County General Plan or the General Plan of a contributing agency, and other unbudgeted interceptor sewer needs will be considered by the Board in granting or denying SacSewer financing of these interceptor sewers.

4.4.2 APPROVAL FOR SACSEWER REIMBURSEMENT FOR INTERCEPTOR CONSTRUCTION COSTS

In the event SacSewer requires the construction of interceptor sewer facilities by a project proponent as a condition of approval for any improvement plans submitted to SacSewer, the project proponent shall meet with the appropriate representatives of SacSewer prior to the initiation of design for the purpose of obtaining agreement on the following:

1. A "scope of work" covering the design and preparation of the contract documents for the interceptor sewer portion of the work.
2. A design schedule to include submittal of the improvement plans to SacSewer at the 50%, 85%, and 100% design completion stage.
3. The development of a complete set of contract documents including specifications, cost estimate improvement plans, geotechnical report, and bid proposal form for review and approval by SacSewer prior to the scheduling of bid dates, or in the case of a negotiated contract prior to the execution of a contract covering construction of the interceptor facilities.
4. That the project proponent will bid or negotiate on the actual quantities and items of work shown on the set of improvement plans approved by SacSewer.

In the case of non-compliance with the above procedures, change orders that result in increased contract costs to obtain compliance with the approved contract documents will not be included as reimbursable costs. Failure to comply with the above requirements will limit the reimbursement amount to the initial "as bid" or "as negotiated" price.

4.4.3 SACSEWER REIMBURSEMENT METHODS

SacSewer reimbursement for the construction of interceptor sewers will be accomplished by either of the following methods:

1. In cases where a project proponent chooses to negotiate the prices for the construction of the required improvements with a specific contractor or group of contractors, SacSewer will determine the amount of reimbursement to be made for the construction of the interceptor sewer facilities included in the project on the basis of the negotiated unit prices, or the unit prices shown on the cost schedule for sewer construction approved by SacSewer multiplied by the as-built quantities, whichever results in a lower total price for the work. This cost schedule, which will be subject to an annual adjustment based on changes in the ENR-CCI for the prior calendar year and is available at www.sacs sewer.com and by this reference incorporated herein. An allowance of not more than 6.5% of the final reimbursable cost for engineering and construction staging services

will be negotiated into the reimbursement agreement and added to the reimbursable amount.

In the event that the interceptor sewer improvements contain specific items of work not shown on the cost charts approved by SacSewer, SacSewer will, after reviewing the items of work with the consulting engineer who prepared the plans, determine the appropriate amount to be reimbursed for the item of work and will include these amount(s) within the reimbursement agreement for the interceptor sewer facilities.

A reimbursement agreement must be executed prior to initiating work on any interceptor sewer facilities in order to assure that reimbursement can be made by SacSewer. Failure of the project proponent to obtain an executed reimbursement agreement prior to initiating work may jeopardize the reimbursement. The reimbursement agreement shall describe the location of the improvements to be included in the reimbursement, the estimated quantities, the amount to be reimbursed, and the terms of the reimbursement.

2. In cases where the project proponent agrees to receive bids for the construction of all facilities to be publicly maintained as approved on the improvement plans and award the entire construction contract to the lowest responsive, responsible bidder, SacSewer will, subject to meeting the conditions set forth below, reimburse the project proponent a sum equal to the unit prices contained in the lowest responsive, responsible bid multiplied by the appropriate as-built quantities plus any approved change orders pertaining to construction of the interceptor sewer.

In order to receive this type of reimbursement agreement, the project proponent must agree to receive bids on an approved set of improvement plans, provide a minimum of a 2-week bidding period, and agree to provide a minimum of two copies of the approved improvement plans to each of the list of Builder's Exchanges and Construction Services, found on SacSewer's website at www.sacsewer.com/sewer-plan-check/, for use by any contractor utilizing the exchange's or service's facilities, unless otherwise approved by the District Engineer. For purposes of determining the bidding period, the two week minimum time shall start the day following delivery of the approved improvement plans to the Sacramento Builder's Exchange, and at least two other of the listed exchanges or services.

A reimbursement agreement between SacSewer and the project proponent which identifies the location of the improvements to be included in the reimbursement, the estimated quantities, a reimbursable sum, and the terms of the reimbursement must be executed prior to awarding the contract for the improvements. An allowance for engineering and construction staking services will be added to the reimbursable amount which can either be on the basis of identifiable interceptor design cost (minus right-of-way acquisition) or, if identifiable design costs are not available, on a negotiated amount not to exceed 6.5% of the reimbursable construction costs.

Failure to meet any of the conditions set forth hereinabove shall result in the reimbursement being calculated and paid on the basis of the amount that would have been payable under paragraph 1, the cost schedule method.

4.4.4 CREDITS FOR INTERCEPTOR CONSTRUCTION

The owners of certain parcels of land may be required to pay in full or in part for the interceptor sewers serving their property through public improvement projects (e.g. Mello Roos Districts or assessment districts), cash construction projects, or a combination thereof, which properties shall be exempted, or partially exempted from the Sewer Impact Fees as follows:

- a. If the capital costs and assessment when levied or incurred represented the full amount of the Sewer Impact Fee applicable to the specific property that would be due if residential development of standard density were located on the property, then the parcel shall be credited with full payment of the Sewer Impact Fee when residential units of standard density are to be constructed on the same property at the time of issuance of connection permits. If other than residential uses are to be developed on the property, the amount of the credit granted by SacSewer shall be that which would have been due for a development producing 55,800 gallons of normal strength sewage per month per acre of land served.
- b. If the capital cost and assessment when levied or incurred represented less than the full amount of the Sewer Impact Fee applicable to the specific property that would be due if residential development of standard density when located on the property, then the parcel shall be credited with payment of the percentage of the Sewer Impact Fee per ESD that the cost and assessment levied against the property represented at the time the costs were incurred. Said credits will be granted on a per ESD basis at the time of issuance of sewer connection permits. If other than residential uses are to be developed on the property the amount of credit granted by SacSewer shall be the percentage of the total Sewer Impact Fees that would be due on a development producing 55,800 gallons of normal strength sewage per month per acre of land served.

Any credits toward Sewer Impact Fees, as originally established for any parcel of property, may not be transferred in full or in part to any other parcel of property, except as provided for in this Part.

4.5. ANNEXATION

Annexation of an area to SacSewer shall be in accordance with the terms of the Master Interagency Agreement (MIA), and shall, unless annexation is initiated by SacSewer, include payment by the project proponent of the Sacramento Local Agency Formation Commission (LAFCo) filing fee associated with processing the annexation petition. Under the terms of the MIA, the Contributing Agencies are responsible for requesting annexations to SacSewer and are therefore responsible for collection and transmittal of the LAFCo filing fee, which shall be received by SacSewer as a condition of acceptance of the annexation petition.

Additional fees for charges for the environmental documentation required to support the annexation shall be assessed and billed directly to the project proponent by LAFCo in accordance with its authority and/or requirements.

4.6. IMPLEMENTATION

The District Engineer is hereby charged with implementation of the provisions of this Section and with coordination among all officials and departments of the contributing agencies and SacSewer in order to achieve this purpose.

5. SEWER IMPACT FEE DEFERRAL AND WAIVER PROGRAMS**5.1. DEFERRAL OF RESIDENTIAL CONNECTION SEWER IMPACT FEES****5.1.1 Title**

This Section shall be known and cited as the Deferral of Residential Sewer Impact Fees.

5.1.2 Purpose

The Board of Directors of the Sacramento Area Sewer District desires to encourage the construction of residential developments within SacSewer. The Board of Directors finds that the early payment of Sewer Impact Fees for residential development creates a barrier to such development and desires, by the adoption of this Section, to ease such barrier by deferring the time for payment of fees.

5.1.3 Applicable Sewer Impact Fee Programs

Notwithstanding any other provision of this or other ordinance, upon application and approval pursuant to the requirements of this Section, a residential project proponent shall pay and the following SacSewer Sewer Impact Fees shall be collected pursuant to the provisions of this Section, except to the extent that such fees are ordinarily collected at other than issuance of a building permit.

5.1.4 SEWER IMPACT FEE DEFERRAL PROGRAM

- a. A residential development project proponent may file an application with the District Engineer to request deferral of any of those fees enumerated in Section 5.1.3.
- b. At the time of building permit issuance, the applicant shall pay 10% of the amount of all fees included in the application request for each individual lot for which a building permit is sought. Said payment shall be in addition to any and all required fee deferral application and administrative processing fees.
- c. Deferral of fees pursuant to this Section shall be acknowledged by a recordable memorandum or other writing satisfactory to the District Engineer and approved by SacSewer Counsel. Said memorandum shall be recorded prior to issuance of building permits.
- d. All of the following requirements must be satisfied prior to approval of a fee deferral:

1. Submittal to the District Engineer of a complete application;
 2. Deposit of all fees pursuant to Section 5.1.7; and
 3. Recordation of memorandum pursuant to subsection (c).
- e. Fees that are approved for deferral for a single-family residential project pursuant to this Section shall be due and payable at the close of escrow of each individual lot within the project. The maximum fee deferral period for any and all lots within a single-family residential project is five years from the date of issuance of permits subject to fee deferral or the close of escrow, whichever comes first. If not paid within the maximum fee deferral period, interest penalties shall apply pursuant to Section 5.1.5 and payment of the fees deferred shall be undertaken pursuant to the provisions set forth in the executed memorandum agreement entered into for the subject property pursuant to this Section.
- f. Fees that are approved for deferral for a multi-family residential project pursuant to this Section shall be due and payable upon the close of permanent loan financing. The maximum fee deferral period is five years from the date of issuance of permits subject to fee deferral or the close of escrow, whichever comes first. If not paid within the maximum fee deferral period, interest penalties shall apply pursuant to Section 5.1.5 and payment of the fees deferred shall be undertaken pursuant to the provisions set forth in the executed agreement entered into for the subject property pursuant to this Section.
- g. The approval of a fee deferral pursuant to this Section for a residential project shall not be transferable to another project regardless of whether the applicant is the same for both projects or whether the other project is also a qualified residential project.

5.1.5 Interest And Penalties

For residential projects, which have been approved for a deferral of fees pursuant to this Section, no interest shall accrue during the period of deferral; provided, however, that in the event fees are not paid at the time required by this Section, a penalty equal to the annual rate of interest earned by the Treasurer of the County of Sacramento on the investment of pooled funds on that amount of disqualified deferred fees, computed from the date of execution of the deferral agreement to the time of payment shall be due and payable.

5.1.6 Sewer Impact Fee Increases or Decreases

Deferred fees shall be paid on the fee or fees applicable at time of final payment.

5.1.7 Sewer Impact Fee Deferral Application and Administrative Processing Fees

A non-refundable administrative processing fee to reflect the costs incurred for administration and processing is hereby established for payment at the time of each individual building permit issuance for the purpose of funding the costs of administering the fee deferral program established by this Section. These fees may from time to time be amended by resolution of the Board of Directors. In the event such fees are also paid for deferral of County of Sacramento fees, no additional application or processing fees shall be paid pursuant to this Section.

5.1.8 Recordation Costs

All costs of recordation of documents required pursuant to this Section shall be paid by the applicant.

5.2. WAIVER OF SEWER IMPACT FEES FOR CERTAIN RESIDENTIAL DEVELOPMENT PROJECTS

The Board of Directors of the Sacramento Area Sewer District ordains as follows:

5.2.1 Purpose

The Board of Directors of the Sacramento Area Sewer District desires to support the construction of residential projects which will provide units with Affordable Rents or Affordable Housing Costs for Very Low Income Households in SacSewer's service area. The Board of Directors finds that the payment of Sewer Impact Fees for this residential development creates a barrier to such development. The Board of Directors desires, by the adoption of this Section, to ease such a barrier by waiving the payment of Sewer Impact Fees for a set number of ESDs that will provide Affordable Rents or Affordable Housing Costs for Very Low Income Households. The Board of Directors finds that this waiver program is consistent with the policies and goals of the General Plan Housing Elements of SacSewer's contributing agencies and is necessary for the health and welfare of SacSewer's residents.

5.2.2 Applicable Fee Programs

Notwithstanding any other Ordinance provisions of SacSewer, upon application and approval pursuant to Sections 5.2.4 and 5.2.5, Sewer Impact Fees shall be paid and collected for Qualified Residential Projects pursuant to the provisions of this Section.

5.2.3 Sewer Impact Fee Waiver Program

- a. **Application.** Only a Qualified Residential Project with a Certification Letter shall be eligible for waiver of any of those fees enumerated in Section 5.2.2. Said fees shall be waived in an amount proportional to the percentage of units affordable to Very Low Income Households. The Certification Letter shall specify the Very Low Income percentage for each individual project and shall be included in the fee waiver application prior to acceptance thereof.

- b. **Security – Deed of Trust.** Security shall be required for fee waiver applications for the sole purpose of ensuring a method of recovery of those fees waived, in the event a residential development project fails to provide the percentages of Affordable Rents or Affordable Housing Costs for Very Low Income Households for which a fee waiver was sought. Said security shall be in the form of a promissory note secured by a deed of trust encumbering each parcel of record owned by the Applicant that is included in the Qualified Residential Project. Said deed of trust shall be recorded for all Sewer Impact Fees for which a waiver is requested pursuant to this Section. The promissory note and deed of trust shall be in a form satisfactory to the District Engineer and approved by SacSewer Counsel. Said deed of trust shall be secondary only to deeds of trust associated with acquisition or construction financing and to any regulatory agreement executed with a governmental agency for purposes of providing housing for Low Income Households and Very Low Income Households. Said deed of trust shall be recorded prior to issuance of building permits. Provided, however, to allow timely construction in the event of unanticipated consequences, an Applicant may pay 100% of fees to obtain issuance of building permits. Thereafter, upon approval of the Administrator and upon recordation of the fee waiver Agreement and deed of trust, the Applicant may be eligible for refund of the fees so paid, which shall thereafter be subject to the terms of the fee waiver Agreement.
- c. **Annual Cap.** All fee waiver applications are subject to the cap provisions set forth in Section 5.2.5. No fee waiver applications will be accepted if the cap, as set forth in Section 5.2.5, has been reached and surplus ESDs are not available for the fiscal year in which a fee waiver application is submitted. No waiting lists will be maintained by SacSewer.
- d. **Other Requirements.** All of the following requirements must be satisfied prior to approval of a fee waiver:
1. submittal to SacSewer of a complete application, including a Certification Letter and a preliminary title report;
 2. deposit of all application and administrative fees pursuant to Section 5.2.8;
 3. recordation of the deed of trust pursuant to subsection (c); and
 4. execution and recordation of waiver and subordination Agreement.
- e. **Release.** For a single-family Qualified Residential Project, a partial release (reconveyance) from the deed of trust securing the promissory note per individual ESD shall be executed by SacSewer upon receipt of written request from the title company handling the escrow of said unit and the Administrator's receipt of the Release From SHRA or West Sacramento Agency. For multi-family Qualified Residential Projects, a release from the deed of trust shall be executed by SacSewer upon receipt of written request from the title company handling the permanent loan financing and the Administrator's receipt of the Release From SHRA or West Sacramento Agency.

- f. **Failure to Provide Affordable Housing.** Notification to the Administrator by SHRA or West Sacramento Agency of failure of any single or multi-family residential project to provide the percentages of Affordable Rents or Affordable Housing Costs for Very Low Income Households for which a fee waiver was sought pursuant to this Section shall result in the imposition of interest penalties calculated from the date of recordation of the fee waiver Agreement pursuant to Section 5.2.6 and other sections in this Part to the date of payment of the fees secured by the deed of trust pursuant to the provisions set forth in the executed Agreement.
- g. **Waiver Non-Transferable.** The approval of a fee waiver pursuant to this Section for a Qualified Residential Project shall not be transferrable to another project regardless of whether the applicant is the same for both projects or the other project is also a Qualified Residential Project.
- h. **Waiver Compliance Period (24 Months).** A fee waiver shall be valid for a maximum of 24 months from the date of recordation of the Agreement and deed of trust. If the Administrator does not receive either of the following by the last day of the 24-month period, all fees shall be due and payable pursuant to the provisions of the fee waiver Agreement and shall be subject to the interest provisions of Section 5.2.6:
1. a Release From SHRA or West Sacramento Agency, or
 2. notification from SHRA or West Sacramento Agency that the Qualified Residential Project continues under construction with an estimated completion date within an additional 12-month period.
- If the latter notification from SHRA or West Sacramento Agency is provided to the Administrator, a Release From SHRA or West Sacramento Agency must subsequently be provided to the Administrator no later than the last day of the additional 12-month period to avoid all fees becoming due and payable with the imposition of interest pursuant to the fee waiver Agreement.
- i. **Mixed Affordable and Market-Rate Projects.** In the event that a single-family Qualified Residential Project plans to sell or rent units both at market rate and for Very Low Income Households, the applicant shall submit a copy of the tentative or final subdivision or parcel map for said single-family Qualified Residential Project identifying all units for which a waiver is sought pursuant to this Section. The tentative or final subdivision or parcel map shall be submitted with the fee waiver application. Prior to final map recordation, subsequent one-for-one changes of the identification of market rate and Very Low Income household units on the tentative subdivision or parcel map shall require prior written approval of the District Engineer and shall be permitted only if the same deed of trust encumbers both of the lots for which the change is requested and provided that the percentage of Very Low Income household units as set forth in the fee waiver application for said single-family Qualified Residential Project and the accompanying Certification Letter is not increased or decreased. Final map recordation of the tentative subdivision map shall be required to be in substantial conformance with the

entire tentative subdivision map per California Government Code, Section 66442. Subsequent to final map recordation, one-for-one changes shall require prior written approval of the District Engineer and shall be permitted only if the same deed of trust encumbers both of the lots for which the change is requested and provided that the percentage of Very Low Income household units as set forth in the fee waiver application for the entire single-family Qualified Residential Project and the accompanying Certification Letter is not increased or decreased.

5.2.4 Waiver And Subordination Agreements

- a. Upon verification by the District Engineer of receipt of a complete application, the applicant shall enter into a waiver Agreement with SacSewer in a form satisfactory to the District Engineer and approved by SacSewer Counsel. Such agreement shall, at a minimum, be site specific and provide for the enforcement of the provisions of this Section and shall be recorded with the applicable County Recorder's Office. A single agreement shall be entered into for each project whether or not the applicant is the same for multiple projects. In addition, the applicant shall execute a separate subordination agreement for each encumbrance or deed of trust other than one which secures repayment of acquisition or construction financing and other than for a regulatory agreement with a governmental agency for purposes of providing housing for Low Income Households and Very Low Income Households existing at the time of recordation of the waiver agreement.
- b. An applicant submitting an application for both deferral of fees pursuant to SacSewer's Deferral of Sewer Impact Fees for Certain Residential Development Projects Section and waiver of fees pursuant to this Section shall enter into one agreement for both the deferral and waiver of fees. Said agreement shall provide for the enforcement of the provisions of SacSewer Waiver of Sewer Impact Fees for Certain Residential Development Projects Section and this Section and shall be recorded with the applicable County Recorder's Office.
- c. Authority to execute agreements entered into pursuant to this Section on behalf of SacSewer is hereby delegated to the District Engineer, subject to approval of SacSewer Counsel as to form.

5.2.5 Sewer Impact Fee Waiver Cap

- a. The total number of fee waivers to be approved by SacSewer is capped each fiscal year at 200 ESDs available to SHRA and 8 ESDs available to West Sacramento Agency.
- b. For purposes of calculation of the cap, the date of the Certification Letter shall determine in which fiscal year the ESDs for a particular Qualified Residential Project will be included. For the sole purpose of calculation of the cap, SHRA or West Sacramento Agency may, with the prior approval of the District Engineer, substitute a Certification Letter for a new Qualified Residential Project or another Qualified Residential Project that already has a Certification Letter on file with SacSewer only if this substitution occurs prior to the

recordation of the fee waiver Agreement or fee deferral and waiver agreement for the Qualified Residential Project already on file with SacSewer. No substitutions whatsoever shall occur after recordation of the fee waiver agreement.

- c. If the cap is not reached by the end of a fiscal year, the surplus ESDs will be rolled over and available to Qualified Residential Projects in subsequent fiscal years. The accumulated surplus ESDs starting in fiscal year 2013-2014 are available to Qualified Residential Projects as of the effective date of the SacSewer Ordinance.
- d. A Qualified Residential Project, that does not execute the fee waiver agreement or fee deferral and waiver agreement within the fiscal year for which it has qualified under the cap, may, with prior written notification to the District Engineer, roll-over the Certification Letter until the end of the subsequent fiscal year. The rollover shall not be counted toward the subsequent fiscal year calculation of the cap. No additional extensions shall be permitted. Failure of a Qualified Residential Project to execute the waiver agreement or deferral and waiver agreement within the extension period of time provided for in this subsection shall result in the purging of the Certification Letter for said project from SacSewer files. Ensuing requests for a fee waiver for the same project shall require the re-submittal of new documentation, including a new application and Certification Letter and payment of new application and administrative fees. Re-submittal shall be given no priority over new applications for a fee waiver and shall be subject to the provisions of the cap set forth in this Section in the same manner as new applications.
- e. Failure of a particular applicant to satisfy the requirements set forth in this Section for the Fee Waiver Program subsequent to recordation of a waiver agreement or deferral and waiver agreement will result in -returning the ESDs into the pool of ESDs available pursuant to the cap in a particular fiscal year.
- f. An applicant may request a refund for Sewer Impact Fees paid on a Qualified Residential Project, if a waiver is granted after the fees have been paid and surplus ESDs are available. Refunds are available for Qualified Residential Projects that paid Sewer Impact Fees between July 1, 2021 to the effective date of the SacSewer Ordinance .

5.2.6 Interest

- g. For Qualified Residential Projects which have been approved for a waiver of fees or a combination deferral and waiver of fees pursuant to this Section, no interest shall accrue during the applicable fee waiver period or fee deferral period measured beginning immediately following recordation of the Agreement and deed of trust. In the event that an applicant fails to provide the percentage of Very Low Income units approved in the fee waiver application, an interest penalty equal to the annual rate of interest earned by the Treasurer of the County of Sacramento on the investment of pooled funds on that amount of disqualified waived fees, computed from the date of recordation of the fee waiver or fee deferral and waiver agreement, shall be assessed and shall be due and payable

pursuant to the provisions of the agreement entered into for the subject project pursuant to Section 5.2.4.

- h. If SHRA or West Sacramento Agency provides notification to the Administrator no later than the last day of the above-referenced applicable fee waiver period or fee deferral period that the Qualified Residential Project continues under construction with an estimated completion date within an additional 12 months, the above-referenced waiver or deferral period shall be extended to completion of construction or for an additional 12 months, whichever is earlier.

5.2.7 Sewer Impact Fee Increases or Decreases

Fees that qualify for a fee waiver shall not be subject to fee increases or decreases which may occur from the date of recordation of the agreement to the end of the maximum waiver compliance period permitted under this Section. However, subsequent applications for the same Qualified Residential Project shall be subject to the fees and rates in effect at the time of submittal of the subsequent application.

5.2.8 Sewer Impact Fee Waiver Application and Administrative Processing Fees

A non-refundable Sewer Impact Fee waiver application fee as follows is hereby established and shall be paid at the time of application for a fee waiver pursuant to this Section for the purpose of funding the costs of administering the fee waiver program established by this Section. This fee may from time to time be revised by resolution of the Board of Directors to recover the costs of administering the program. The administrator may utilize an application form combined with other local governmental agencies which have enacted identical or substantially similar programs which are administered by the County of Sacramento or the West Sacramento Agency and for which the County of Sacramento acts as fiscal agent.

5.2.9 Recordation Costs

All costs of recordation of documents required pursuant to this Section shall be paid by the applicant.

5.2.10 Reporting Requirements

The Administrator, or his/her designee, shall provide semi-annual reports to SacSewer that identifies the projects that received a Sewer Impact Fee deferral/waiver, or have a pending application for such benefit, including the total value, or anticipated value, of said Sewer Impact Fees on a form provided by SacSewer.

5.3. DEFERRAL OF SEWER IMPACT FEES FOR CERTAIN RESIDENTIAL DEVELOPMENT PROJECTS

5.3.1 Purpose

The Board of Directors of the Sacramento Area Sewer District (hereinafter “SacSewer”) desires to support the construction of residential projects which will provide units with Affordable Rents or Affordable Housing Costs for Low and Very Low Income Households in SacSewer’s service area. The Board of Directors finds that the early payment of SacSewer Sewer Impact Fees for residential development creates a barrier to such development and desires, by the adoption of this Section, to ease such barrier by deferring the time for payment of such fees. The Board of Directors finds that this deferral program is consistent with the goals and the General Plan Housing Elements of SacSewer’s contributing agencies and is necessary for the health and welfare of SacSewer’s residents.

5.3.2 Applicable Fee Programs

Notwithstanding any other Ordinance of SacSewer, upon application and approval pursuant to Sections 5.3.3 and 5.3.4, SacSewer Sewer Impact Fees shall be paid and collected for Qualified Residential Projects pursuant to the provisions of this Section.

5.3.3 FEE DEFERRAL PROGRAM

- a. **Application.** A Qualified Residential Project proponent may file an application with SacSewer to request deferral of the Sewer Impact Fees enumerated in this Part. The specific percentage of Low or Very Low Income units, or both, to be offered in a residential development project must be certified by SHRA or West Sacramento Agency and included in the fee deferral application prior to acceptance thereof.
- b. **Ten Percent Down Payment.** At the time of building permit issuance, the applicant shall pay 10% of the amount of all fees included in the application request for each individual lot for which a building permit is sought. Said payment shall be in addition to any and all required fee deferral application and administrative processing fees.
- c. **Security Deed of Trust.** Security for the deferral of fees pursuant to this Section shall be in the form of a promissory note secured by a deed of trust encumbering each parcel of record owned by the Applicant that is included in the Qualified Residential Project. The promissory note and deed of trust shall be in a form satisfactory to the District Engineer and approved by SacSewer Counsel. Said deed of trust shall be secondary only to deeds of trust associated with acquisition or construction financing and to any regulatory agreement executed with a governmental agency for purposes of providing housing for Low Income Households and Very Low Income Households. Said deed of trust shall be recorded prior to issuance of building permits. Provided, however, to allow timely construction in the event of unanticipated consequences; an applicant may pay 100% of fees to obtain issuance of building permits. Thereafter, within six months of applicant’s payment of fees and upon fulfillment of all other requirements of this Section the

applicant shall be eligible for refund of 90% of the fees so paid with such 90% deferred and payable in accordance with the fee deferral Agreement.

- d. **Other Requirements.** All of the following requirements must be satisfied prior to approval of a fee deferral:
1. submittal to SacSewer of a complete application, including a Certification Letter and a preliminary title report;
 2. deposit of all application and administrative fees pursuant to Section 5.3.7;
 3. recordation of the deed of trust pursuant to subsection (c); and
 4. execution and recordation of a deferral Agreement.
- e. **Single-Family Deferral Period (Five Years), Interest Penalties.** Fees that are approved for deferral for a single-family residential project pursuant to this Section shall be due and payable at the close of escrow of each individual lot within the project. The maximum fee deferral period for any and all lots within a single-family residential project is five years from the date of recordation of the agreement and deed of trust or the close of escrow, whichever comes first. If not paid within the maximum fee deferral period, interest penalties shall apply pursuant to this Part and payment of the fees secured by the deed of trust shall be undertaken pursuant to the provisions set forth in the executed agreement.
- f. **Multi-Family Deferral Period (Five Years), Interest Penalties.** Fees that are approved for deferral for a multi-family residential project pursuant to this Section shall be due and payable upon the close of permanent loan financing. The maximum fee deferral period is five years from the date of recordation of the agreement and deed of trust or the close of escrow, whichever comes first. If not paid within the maximum fee deferral period, interest penalties shall apply pursuant to this Part and payment of the fees secured by the deed of trust shall be undertaken pursuant to the provisions set forth in the executed agreement.
- g. **Partial Reconveyances.** For a single-family Qualified Residential Project, a partial release (reconveyance) from the deed of trust per individual unit shall be executed by SacSewer upon receipt of written request from the title company handling the escrow of said unit and the Administrator's receipt of the Release From SHRA. For multifamily Qualified Residential Projects, a release from the deed of trust shall be executed by SacSewer upon receipt of written request from the title company handling the permanent loan financing and the Administrator's receipt of the Release From SHRA.
- h. **Failure to Provide Affordable Housing.** Notification to the Administrator by SHRA or West Sacramento Agency of failure of a single or multi-family residential project to sell or rent the percentages of Affordable Rents or Affordable Housing Costs for Very Low Income Households or Low Income Households for which a fee deferral was approved pursuant to this Section shall result in the imposition of interest penalties calculated from the date of recordation of the fee deferral agreement pursuant to Section 5.3.6 to the date

of payment of the fees secured by the deed of trust pursuant to the provisions set forth in the executed agreement.

- i. **Deferral Non-Transferable.** The approval of a fee deferral pursuant to this Section for a Qualified Residential Project shall not be transferable to another project regardless of whether the applicant is the same for both projects or whether the other project is also a Qualified Residential Project.
- j. **Mixed Affordable and Market-Rate Projects.** In the event that a single-family Qualified Residential Project plans to sell or rent units both at market rate and for Low Income Households, the applicant shall submit a copy of the tentative or final subdivision or parcel map for said single-family Qualified Residential Project identifying all units for which a deferral is sought pursuant to this Section. The tentative or final subdivision or parcel map shall be submitted with the fee deferral application. Prior to final map recordation, subsequent one-for-one changes of the identification of market rate and Low Income household units on the tentative subdivision or parcel map shall require prior written approval of the District Engineer and shall be permitted only if the same deed of trust encumbers both of the lots for which the change is requested and provided that the percentage of Low Income household units as set forth in the fee deferral application for said single-family Qualified Residential Project and the accompanying Certification Letter is not increased or decreased. Final map recordation of the tentative subdivision map shall be required to be in substantial conformance with the entire tentative subdivision map per California Government Code Section 66442. Subsequent to final map recordation, one-for-one changes shall require prior written approval of the District Engineer and shall be permitted only if the same deed of trust encumbers both of the lots for which the change is requested and provided that the percentage of Low Income household units as set forth in the fee deferral application for the entire single-family Qualified Residential Project and the accompanying Certification Letter is not increased or decreased.

5.3.4 Deferral And Subordination Agreements

- a. Upon verification by the District Engineer of receipt of a complete application, the applicant shall enter into a deferral agreement in a form satisfactory to the District Engineer and approved by SacSewer Counsel. Such agreement shall, at a minimum, be site specific and provide for the enforcement of the provisions of this Section and shall be recorded with the applicable County Recorder's Office. A single agreement shall be entered into for each project whether or not the applicant is the same for multiple projects. In addition, the applicant shall execute a separate subordination Agreement for each encumbrance or deed of trust other than one which secures repayment of acquisition or construction financing and other than for a regulatory agreement with a governmental agency for purposes of providing housing for Low Income Households and Very Low Income Households existing at the time of execution of the deferral agreement. Authority

to execute these agreements on behalf of SacSewer is hereby delegated to the District Engineer, subject to approval of SacSewer Counsel as to form.

- b. An applicant submitting an application for both waiver of fees pursuant to SacSewer's Waiver of Sewer Impact Fees for Certain Residential Development Projects Section and deferral of fees pursuant to this Section shall enter into one agreement for both the deferral and waiver of fees. Said agreement shall provide for the enforcement of the provisions of SacSewer's Waiver of Sewer Impact Fees for Certain Residential Development Projects Section and this Section and shall be recorded with the applicable County Recorder's Office.
- c. Authority to execute agreements entered into pursuant to this Section on behalf of SacSewer is hereby delegated to the District Engineer, subject to approval of SacSewer Counsel as to form.

5.3.5 Interest And Penalties

- a. For Qualified Residential Projects, which have been approved for a deferral of fees pursuant to this Section, no interest shall accrue during the deferral period. However, in the event that the applicant fails to provide the percentage of Low or Very Low Income units or rentals as stated in the fee deferral application, an interest penalty equal to the annual rate of interest earned by the Treasurer of the County of Sacramento on the investment of pooled funds on that amount of disqualified deferred fees, computed from the date of recordation of the fee deferral, shall be assessed and shall be due and payable pursuant the provisions of the agreement.
- b. If SHRA or West Sacramento Agency provides notification to the administrator no later than the last day of the above-referenced deferral period that the Qualified Residential Project continues under construction with an estimated completion date not exceeding 12 additional months, the deferral period shall be extended to completion of construction or for an additional 12 months, whichever is earlier.

5.3.6 Fee Increases or Decreases

Fees which qualify for a fee deferral shall not be subject to fee increases or decreases which may occur from the date of recordation of the agreement to the end of the maximum deferral compliance period permitted under this Section. However, subsequent applications for the same Qualified Residential Project shall be subject to the fee rate in effect at the time of submittal of the subsequent application.

5.3.7 Fee Deferral Application and Administrative Processing Fees

Non-refundable fee deferral application fees are hereby established pursuant to this Section for the purpose of funding the costs of administering the fee deferral program. These fees shall be paid at the time of application for a fee deferral established by this Section. This fee may from time to time be revised by resolution of the Board of Directors to recover costs of administering the program. The Administrator may utilize an application form combined with other local

governmental agencies which have enacted identical or substantially similar programs which are administered by the County and for which the County acts as fiscal agent.

5.3.8 Recordation Costs

All costs of recordation of documents required pursuant to this Section shall be paid by the applicant.

5.3.9 Reporting Requirements

The administrator, or his/her designee, shall provide semi-annual reports to SacSewer that identifies the projects that received a Sewer Impact Fee deferral/waiver, or have a pending application for such benefit, including the total value, or anticipated value, of said Sewer Impact Fees on a form provided by SacSewer.

5.4. DEFERRAL OF SEWER IMPACT FEES FOR COMMERCIAL AND INDUSTRIAL USERS

5.4.1 Purpose

The Board of Directors of the Sacramento Area Sewer District desires to stimulate and encourage all aspects of economic development within SacSewer, particularly such development that will result in long-term commitments which will create jobs and provide economic stimuli for the benefit of all of SacSewer's residents. The Board of Directors finds that the early payment of Sewer Impact Fees for non-residential development creates a barrier to such development and desires, by the adoption of this Section, to ease such barrier by deferring the time for payment of such fees. The Board of Directors previously adopted an ordinance for the deferral of certain fees which ordinance provided that it would no longer be in effect unless reenacted, and it is desirable that the fee deferral program continue.

5.4.2 Applicable Fee Programs

Notwithstanding any other ordinance of SacSewer, upon application and approval of security pursuant to Section 5.4.3(b), Sewer Impact Fees shall be paid and collected pursuant to the provisions of this Section.

5.4.3 Application and Security

- a. Any person proposing to construct commercial or industrial improvements upon real property located within the territory of the Sacramento Area Sewer District may apply to defer payment of applicable fee pursuant to the provisions of this Section.
- b. At the time of application, the applicant shall pay 20% of the amount of fees which would otherwise be payable at the time of application to connect to SacSewer facilities. The applicant shall also, at such time, provide security for the payment of the fees to be deferred. Such security shall be subject to the approval of

the District Engineer or his designee and shall, subject to such approval, consist of one or more of the following:

1. Assigned passbook or certificate of deposit;
 2. Irrevocable letter of credit;
 3. Surety bond;
 4. Lien against the property; or
 5. Negotiable securities if approved by the Board of Directors.
- c. The application shall state the time for which fees are requested to be deferred. Fees may be deferred pursuant to this Section to issuance of a certificate of occupancy; to close of escrow; or, for not less than one but not more than five years. If fees are to be deferred to issuance of a certificate of occupancy or to close of escrow, the deferral agreement required by Section 5.4.4 shall include a provision requiring payment at such times or at a time certain, whichever occurs first.

5.4.4 Deferral Agreements

Upon approval of an application, the Applicant shall enter into a deferral agreement with SacSewer in a form satisfactory to the District Engineer and approved by SacSewer Counsel. Such agreement shall, at a minimum, be site specific and provide for the enforcement of the provisions of this Section. A single agreement shall be entered for each project whether or not the Applicant is the same for multiple projects. Authority to execute such agreements on behalf of SacSewer is hereby delegated to the District Engineer.

5.4.5 Time of Payment

Upon approval of an application for fee deferral, deposit of approved security and execution of a deferral agreement, fees to be deferred pursuant to this Section shall be payable and collected in the manner as set forth in the application and deferral agreement. If not paid within the time required, SacSewer shall enforce the security provided pursuant to Section 5.4.3.

5.4.6 Interest

- a. Unless waived as provided in subdivision (b) of this Section, interest shall be charged on all amounts deferred pursuant to this Section in an amount equal to the annual rate of interest earned by the Treasurer of the County of Sacramento on the investment of pooled funds.
- b. If the applicant is a targeted company, or agent for a targeted company, interest on amounts deferred shall be waived. A targeted company is a company which can demonstrate that it will bring to the territory of the Sacramento Area Sewer District 50 or more full-time jobs each paying over \$25,000 per year. The District Engineer, or his designee, is hereby vested with the authority to determine whether an applicant is a targeted company or is an agent for a targeted company.

5.4.7 Administrative Charge

The Board of Directors may from time to time, by resolution, establish a fee for payment at time of application for the purpose of funding the costs of administering the fee deferral program established by this Section.

6. [RESERVED FOR FUTURE USE]

7. SACSEWER TREATMENT AND RESOURCE RECOVERY RATE AND FEE SCHEDULE

Additional detailed information related to costs associated with the use of the sewer system is contained within Sections 2, 3, 4, and 5 of this Part.

7.1. SACSEWER TREATMENT AND RESOURCE RECOVERY RATES

Effective July 1, 2025 through June 30, 2026

User	Monthly Billing Rates
Single-Family Residential <i>(Rate of one ESD)</i>	\$44.00 per ESD (\$88.00 bimonthly)
Multiple-Family Residential <i>(Rate is 75% of one ESD)</i>	\$33.00 per dwelling unit (\$66.00 bimonthly)
Age-Restricted Residential Development <i>(Rate is 60% of one ESD)</i>	\$26.40 per age-restricted dwelling unit (\$52.80 bimonthly)
Commercial Metered Commercial (Special Provision West Sacramento Only) <i>Commercial Users (vacant or not) will be billed a minimum of one ESD</i>	\$44.00 multiplied by the Enterprise/Use Factor in Section 3.2.2 \$44.00 multiplied by the flow and the corresponding Loading Factor as described in Section 3.2.3
Non-Defined Commercial <i>Commercial Users (vacant or not) will be billed a minimum of one ESD</i>	\$44.00 per 9,300 gallons of flow
Industrial and Groundwater Remediation <i>(Rates based on flow and loadings discharged)</i>	\$699 per 1,000,000 gallons of flow \$317 per 1,000 lbs of BOD \$255 per 1,000 lbs of TSS \$1,389 per 1,000 lbs of TKN \$393 per 1,000,000 gallons of domestic wastewater flow for pathogens

User	Monthly Billing Rates
Temporary Discharge Permit <i>(Rates based on flow and loadings discharged)</i>	\$699 per 1,000,000 gallons of flow \$317 per 1,000 lbs of BOD \$255 per 1,000 lbs of TSS \$1,389 per 1,000 lbs of TKN \$393 per 1,000,000 gallons of domestic wastewater flow for pathogens

Effective July 1, 2026

User	Monthly Billing Rates
Single-Family Residential <i>(Rate of one ESD)</i>	\$47.00 per ESD (\$94 bimonthly)
Multiple-Family Residential <i>(Rate is 75% of one ESD)</i>	\$35.25 per dwelling unit (\$70.50 bimonthly)
Age-Restricted Residential Development <i>(Rate is 60% of one ESD)</i>	\$28.20 per age-restricted dwelling unit (\$56.40 bimonthly)
Commercial Metered Commercial (Special Provision West Sacramento Only) <i>Commercial Users (vacant or not) will be billed a minimum of one ESD</i>	\$47.00 multiplied by the Enterprise/Use Factor in Section 3.2.2 \$47.00 multiplied by the flow and the corresponding Loading Factor as described in Section 3.2.3
Non-Defined Commercial <i>Commercial Users (vacant or not) will be billed a minimum of one ESD</i>	\$47.00 per 9,300 gallons of flow
Industrial and Groundwater Remediation <i>(Rates based on flow and loadings discharged)</i>	\$721 per 1,000,000 gallons of flow \$330 per 1,000 lbs of BOD \$265 per 1,000 lbs of TSS \$1,455 per 1,000 lbs of TKN \$411 per 1,000,000 gallons of domestic wastewater flow for pathogens
Temporary Discharge Permit <i>(Rates based on flow and loadings discharged)</i>	\$721 per 1,000,000 gallons of flow \$330 per 1,000 lbs of BOD \$265 per 1,000 lbs of TSS \$1,455 per 1,000 lbs of TKN \$411 per 1,000,000 gallons of domestic wastewater flow for pathogens

Hauler Disposal Charges effective March 1, 2013, through August 31, 2026

User	Disposal Charges		
Liquid Waste Haulers <i>(The minimum monthly charge for any permitted Liquid Waste Hauler is \$33/month for the purpose of recovering administrative costs.)</i> <i>Billing is based on 90% of tank capacity per discharge.</i>	Waste Type	Waste Disposal Site	Rate per Gallon
	Septage and Portable Toilet Waste	EchoWater Resource Recovery Facility Headworks or Receiving Station at Roseville/Watt	5.3¢
	FOG	EchoWater Resource Recovery Facility Biogas Enhancement Facility	9.6¢
		EchoWater Resource Recovery Facility Headworks or Receiving Station at Roseville/Watt	15.0¢

Hauler Disposal Charges effective September 1, 2026

User	Disposal Charges		
Liquid Waste Haulers <i>(The minimum monthly charge for any permitted Liquid Waste Hauler is \$33/month for the purpose of recovering administrative costs.)</i> <i>Billing is based on 90% of tank capacity per discharge.</i>	Waste Type	Waste Disposal Site	Rate per Gallon ¹
	Septage and Portable Toilet Waste	Septage Receiving Station at Roseville/ Watt or EchoWater Facility	5.3¢
	Post-consumer high-strength organic waste ² (FOG/ pre-processed food waste)	Septage Receiving Station at Roseville/ Watt	15¢
		EchoWater Facility Biogas Enhancement Facility or Headworks, as directed ¹	2¢ - 7¢
	Pre-consumer high-strength organic waste ² (soda waste, brewery waste, dairy processing waste and other organic waste)	EchoWater Facility Biogas Enhancement Facility or Headworks, as directed ¹	1¢ - 3¢
- For the post-consumer slurried high-strength organic waste and pre-consumer high-strength organic waste disposed of at the EchoWater Facility Biogas Enhancement Facility, the District Engineer may adjust rates semi-annually based on the average daily volume of high-strength waste received. The adjusted rates shall not exceed or go below the approved rate adjustment range. Refer to our website at www.sacsewer.com/business-rates-and-fees/. - Feedstock must be pre-approved and shall be pumpable, shall not contain inorganic material, and may have prescribed limits on Total Solids, particle size, and weight.			

7.2. SACSEWER TREATMENT AND RESOURCE RECOVERY SEWER IMPACT FEES

Effective July 1, 2025 through June 30, 2026

User	Sewer Impact Fees	
	Expansion Communities ²	Infill Communities ²
Single-Family Residential	\$6,479 per ESD	\$3,283 per ESD
Multiple-Family Residential	\$4,859 per dwelling unit	\$2,462 per dwelling unit
Age-Restricted Residential Development	\$3,887 per age-restricted dwelling unit	\$1,970 per age-restricted dwelling unit
Commercial ¹	\$6,479 multiplied by the ESD Equivalent Factor in Section 4.2.2	\$3,283 multiplied by the ESD Equivalent Factor in Section 4.2.2
Non-Defined Commercial ¹	\$6,479 per 9,300 gallons of flow	\$3,283 per 9,300 gallons of flow
Industrial and Groundwater Remediation ³	\$229 per 1,000 gallons of flow	\$55 per 1,000 gallons of flow
	\$49.26 per pound of BOD	
	\$23.89 per pound of TSS	
	\$128.56 per pound of TKN	
	\$32 per 1,000 gallons of domestic wastewater flow for pathogens	
1. In no event shall the Sewer Impact Fee for any commercial parcel be less than that charged for one ESD. 2. The Expansion and Infill Communities are shown on Figure 1 in Section 4.2. 3. Refer to Section 4.2.3 and 4.2.4 for the calculation of Sewer Impact Fees.		

Effective July 1, 2026 through June 30, 2027

User	Sewer Impact Fees	
	Expansion Communities ²	Infill Communities ²
Single-Family Residential	\$6,718 per ESD	\$3,283 per ESD
Multiple-Family Residential	\$5,039 per dwelling unit	\$2,462 per dwelling unit
Age-Restricted Residential Development	\$4,031 per age-restricted dwelling unit	\$1,970 per age-restricted dwelling unit
Commercial ¹	\$6,718 multiplied by the ESD Equivalent Factor in Section 4.2.2	\$3,283 multiplied by the ESD Equivalent Factor in Section 4.2.2
Non-Defined Commercial ¹	\$6,718 per 9,300 gallons of flow	\$3,283 per 9,300 gallons of flow
Industrial and Groundwater Remediation ³	\$229 per 1,000 gallons of flow	\$55 per 1,000 gallons of flow
	\$50.61 per pound of BOD	
	\$23.89 per pound of TSS	
	\$134.89 per pound of TKN	
	\$34 per 1,000 gallons of domestic wastewater flow for pathogens	
1. In no event shall the Sewer Impact Fee for any commercial parcel be less than that charged for one ESD. 2. The Expansion and Infill Communities are shown on Figure 1 in Section 4.2. 3. Refer to Section 4.2.3 and 4.2.4 for the calculation of Sewer Impact Fees.		

Effective July 1, 2027

User	Sewer Impact Fees	
	Expansion Communities ²	Infill Communities ²
Single-Family Residential	\$6,955 per ESD	\$3,283 per ESD
Multiple-Family Residential	\$5,216 per dwelling unit	\$2,462 per dwelling unit
Age-Restricted Residential Development	\$4,173 per age-restricted dwelling unit	\$1,970 per age-restricted dwelling unit
Commercial ¹	\$6,955 multiplied by the ESD Equivalent Factor in Section 4.2.2	\$3,283 multiplied by the ESD Equivalent Factor in Section 4.2.2
Non-Defined Commercial ¹	\$6,955 per 9,300 gallons of flow	\$3,283 per 9,300 gallons of flow
Industrial and Groundwater Remediation ³	\$229 per 1,000 gallons of flow	\$55 per 1,000 gallons of flow
	\$51.95 per pound of BOD	
	\$23.89 per pound of TSS	
	\$141.22 per pound of TKN	
	\$35 per 1,000 gallons of domestic wastewater flow for pathogens	
1. In no event shall the Sewer Impact Fee for any commercial parcel be less than that charged for one ESD. 2. The Expansion and Infill Communities are shown on Figure 1 in Section 4.2. 3. Refer to Section 4.2.3 and 4.2.4 for the calculation of Sewer Impact Fees.		

7.3. SACSEWER TREATMENT AND RESOURCE RECOVERY MISCELLANEOUS FEES

Category Description	Billing Unit and Charge
Administrative Fee for Deferral of Sewer Impact Fees for Commercial and Industrial Projects <i>(For New and Expanding Businesses)</i>	\$2,515 Administration Fee per project
Application Fee/Administrative Fee for Deferral or Waiver of Sewer Impact Fees for Affordable Housing Projects <i>(For Qualified Affordable Housing Projects)</i>	\$1,000 Application and Administrative Processing Fee for the first government entity listed on the application for fee deferral or waiver \$275 Application and Administrative Processing Fee for each additional government entity listed on the application for fee deferral or waiver
Administrative Fee for Deferral of Sewer Impact Fees for Market Rate Residential Projects	\$350 Administrative Processing Fee per building permit for which fees are requested to be deferred
Information Technology Recovery Fee <i>(Recovers cost of ACCELA database management and development)</i>	Fee within city jurisdictions: 1% of total SacSewer Treatment and Resource Recovery and Collection System fees, not to exceed \$100 Fee within unincorporated County: 4.5% of total County and SacSewer fees, not to exceed \$350
Water Meter Reading Fee <i>(For unreported meter readings by metered user)</i>	Minimum of \$25 per meter reading
Pretreatment Program Charges	Based on time and material costs

PART 3. COLLECTION SYSTEM

1. PURPOSE

Part 3 (Collection System) defines requirements for design, construction, and use of the sewer collection system; provides for the enforcement of these requirements; establishes penalties for violations; defines responsibility for sewer collection system maintenance; and establishes the rates and fees for users of SacSewer's facilities. The Collection System Service Area is shown in **Figure 3-1**.

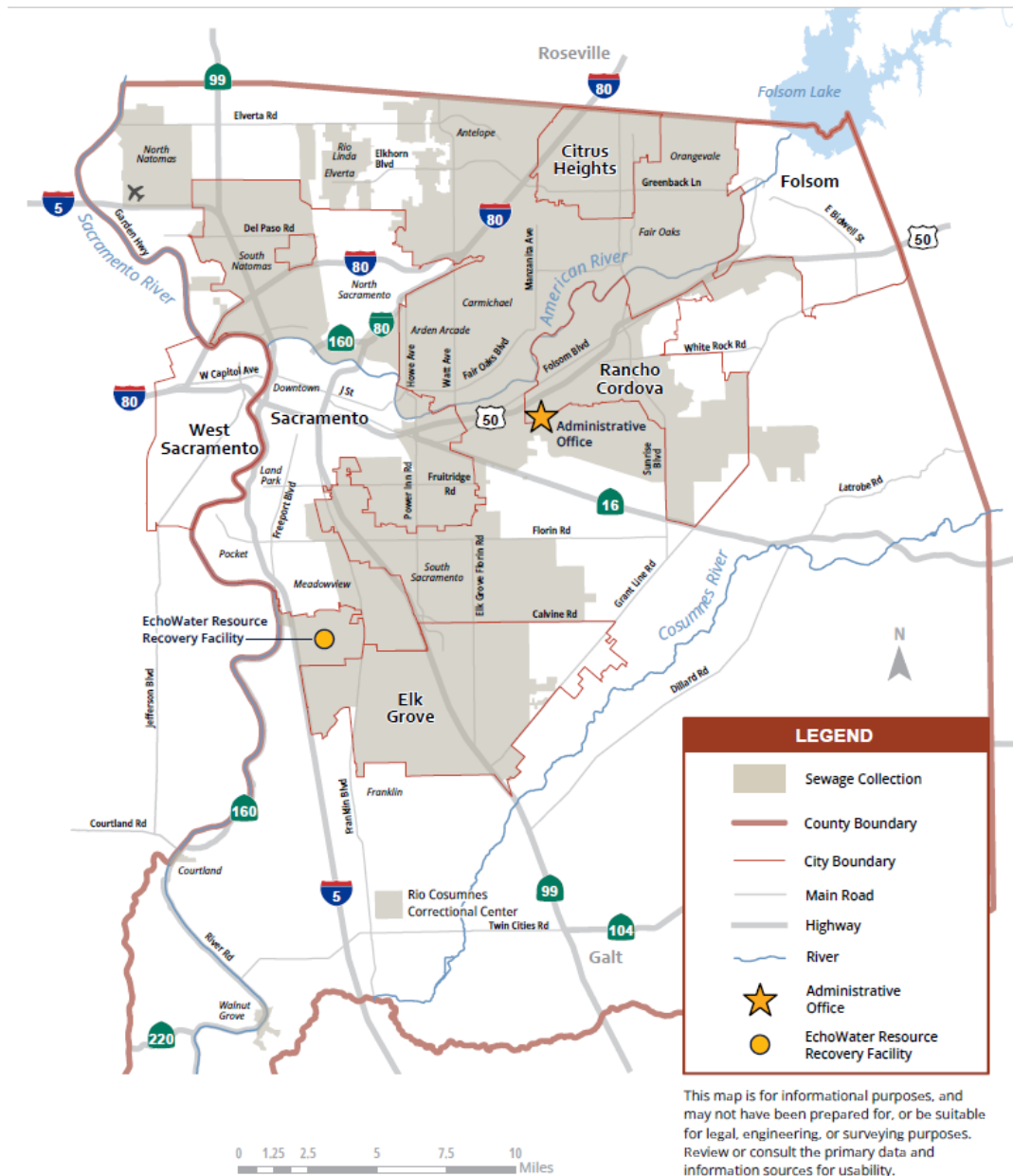


Figure 3-1 Collection System Service Area Map

2. SEWER USE

2.1 Sewer Connection Requirements

2.1.1 No Existing Onsite Wastewater Treatment System

Connection to the SacSewer sewer collection system is required if a premises that generates wastewater abuts any street or easement where a SacSewer sewer pipeline is available within 200 feet of the property line, or if the jurisdictional land use authority requires the developer to install, at his or her expense, connection to the SacSewer sewer collection system. A connection includes a lower lateral and cleanout and all sewer facilities necessary to connect the upper lateral to the SacSewer sewer collection system. The connection must occur at a location approved by SacSewer according to the provisions of this Ordinance.

2.1.2 Existing Onsite Wastewater Treatment System

Septic tanks and other onsite wastewater treatment systems are regulated by the Sacramento County Environmental Management Department. SacSewer does not regulate the repair, construction, reconstruction, relocation, alteration, abandonment, or permitting of any onsite wastewater treatment systems or private sewage disposal systems.

It is unlawful to repair or reconstruct any septic tank, onsite wastewater treatment system, or other facilities intended or used for the disposal of sewage within SacSewer if a SacSewer public sewer is available. The public sewer will be considered as NOT available if:

- Public sewer is located than 200 feet from the real property line or,
- Connection to public sewer is not practical in terms of physical configuration or property access, as determined by SacSewer or,
- For residential properties only, the total cost to connect to public sewer (including construction costs, and all permit and impact fees) is greater than twice the total cost to repair or reconstruct the existing septic system, based on estimated costs provided by licensed contractors or engineers.

This residential property cost criteria will not apply if:

- The property is included in a collector reimbursement agreement, unless the property owner satisfies the obligations of the agreement or,
- The property owner is responsible for construction of a collector across the property frontage that could benefit an upstream property owner, unless the property owner agrees to a Deferred Sewer Infrastructure Agreement or otherwise participates in the construction of the collector.

When the owner of parcel with access to the SacSewer sewer collection system or a non-SacSewer owned sewer collection system, is informed by the Sacramento County Environmental Management Department that the onsite wastewater treatment system serving the parcel has failed and has been deemed irreparable, the system shall be properly abandoned and wastewater shall be discharged into a public sanitary sewer in accordance with this Ordinance.

The owner of the parcel shall connect at a location approved by SacSewer according to the provisions of this Ordinance within such time as designated by the Environmental Management Department.

2.2 Permissible Discharges

Wastewater may be discharged into the SacSewer sewer collection system if the wastewater discharge complies with this Part, and the conditions of any permit issued by SacSewer related to activities governed by this Ordinance. Furthermore, all applicable SacSewer sewer impact fees and rates, including any penalties or charges assessed under this Ordinance, must be paid. SacSewer retains the authority to modify the terms of this Ordinance or of any permit issued under this Ordinance if necessary to carry out the objectives or intent of this Ordinance.

2.2.1 Swimming Pool and Spa Water

Discharge of swimming pool and spa water is governed by Section 2.2.2 and Section 2.4. In limited cases, the discharge of swimming pool and spa water may be properly disposed of in the storm drain system as discussed in Section 2.4, item b, below.

2.2.2 Non-Permanent Discharges

Discharges that do not require a separate permanent connection, and do not require a sewer impact permit or temporary discharge permit, are considered non-permanent discharges. Non-permanent discharges can be discharged into the SacSewer sewer collection system, subject to the following conditions:

- a. Discharge must be to a plumbing fixture, utility sink or private cleanout
- b. Discharge must not adversely impact flow of SacSewer sewer collection system; otherwise, the non-permanent discharge must be immediately disconnected
- c. Discharge must not be from a waste hauler.

2.3 Prohibited Activities

In addition to those activities prohibited by the SacSewer Ordinance Part 2 (Treatment and Resource Recovery), SacSewer hereby prohibits the following activities:

- a. Access or discharge into manholes, cleanouts, or other openings in the SacSewer sewer collection system unless specifically authorized by SacSewer
- b. Damaging, breaking, destroying, defacing, or tampering with the SacSewer sewer collection system
- c. Obstructing flow in SacSewer sewer facilities. This regulation includes but is not limited to obstruction originating from the cleaning of a private sewer that results in an obstruction in the SacSewer sewer collection system.
- d. Creating a condition that pressurizes the lower lateral
- e. Creating conditions in the SacSewer sewer collection system that endanger the health and safety of any person
- f. Interfering, or impairing the operation or maintenance of the SacSewer sewer

collection system.

2.4 Prohibited Discharges

In addition to those discharges prohibited by the SacSewer Ordinance Part 2 (Treatment and Resource Recovery), the following are hereby prohibited to be discharged to the SacSewer sewer collection system:

- a. Flows exceeding the capacity of SacSewer facilities or exceeding the quantity normally or customarily anticipated for the permitted use
- b. Discharge of water that meets the water quality standards of acceptability for discharge into the storm drain, such as stormwater, surface water, swimming pool water, groundwater, roof runoff, subsurface drainage, or any rainwater collection
- c. Pipe-blocking substances in amounts, either alone or combined with other discharges, that cause any build-up, impede flow, or cause operational impact in any portion of the SacSewer sewer collection system
- d. Trucked and hauled wastes
- e. Substances that may cause excessive foaming in any portion of the SacSewer sewer collection system
- f. Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit
- g. Any substance, either by itself or combined with other wastewater discharge, that is capable of obstructing flow or impairing the performance of the SacSewer sewer collection system
- h. Cementitious materials
- i. Any substance that may cause damage, including corrosive structural damage, to any part of the SacSewer sewer collection system
- j. Any chemical that has the potential to create contamination within the pipe, surrounding soil, or groundwater
- k. Garbage, including food wastes, that is greater than 1/4-inch in any dimension
- l. The foregoing discharge prohibitions are not exclusive and are in addition to any prohibitions or requirements specified in any provision of this Ordinance or by any other applicable statute, regulation, prohibition, or ordinance.

If a person owning or occupying a premise has knowledge that a discharge, prohibited by this Ordinance, has entered or will enter the SacSewer sewer collection system, such person shall immediately take all reasonable action to contain and abate the discharge and must notify SacSewer immediately of knowledge of the discharge.

2.5 Prohibited Discharge Locations

No person shall discharge any wastewater or any other substance directly into a manhole or other opening in the SacSewer sewer collection system except according to the requirements established by this Ordinance. The District Engineer, however, may grant permission and establish requirements and policies for other such direct discharges.

2.6 Preliminary Treatment Facilities

SacSewer may require preliminary treatment facilities or interceptor devices or other means to prevent pipe-blocking substances from entering its sewer system. All preliminary treatment facilities or interceptor devices must be designed according to the California Plumbing Code and located to be readily and easily accessible for inspection and cleaning. All such devices must be available for inspection by SacSewer at all reasonable times. Preliminary treatment facilities or interceptor devices are to be maintained continuously and in satisfactory and effective operation by the user at the user's expense to the satisfaction of SacSewer.

2.7 Pipe-blocking Substances Management Practices

The District Engineer may require the installation of and use of a pipe-blocking substances controlling device, interceptor device, or cleaning of onsite pipelines. In addition, the District Engineer may require users to keep maintenance records of interceptor devices, including the removal of pipe-blocking substances, and records of any maintenance performed on the onsite sewer system. SacSewer may also require pipe-blocking substance disposal minimization practices.

2.8 Grease Interceptors

Grease interceptors may be required for any facilities used and operated for the sale or preparation of food due to the potential of discharging significant amounts of fats, oils, and greases into the sewer collection system. These facilities include restaurants, cafes, fast food outlets, pizza outlets, delicatessens, sandwich shops, trash enclosures, and any other kind of food vending establishment in which any food preparation takes place on the premises, including heating or defrosting in or by means of any kind of oven or heating device. This paragraph applies to any such facility whether or not it is located in a separate building or structure or occupying space in a building or structure that is occupied by other businesses, as well as to any facilities in schools, churches, boarding houses, nursing homes, and day care centers that have kitchens and prepare food. In addition, other facilities capable of discharging significant amounts of fats, oils, and grease in the SacSewer sewer collection system are required to install a grease interceptor.

All grease interceptors must be designed and installed according to the California Plumbing Code.

The operation, maintenance, and repair of grease interceptors shall be at the sole expense of the owner. Failure to comply may result in enforcement action according to this Ordinance.

2.9 Other Interceptor Devices

The District Engineer may require other interceptor devices, such as sand and grit interceptors, to be provided at the owner's expense when they are necessary for the proper handling and control of liquid wastes containing pipe-blocking substances, including loading docks, fuel stations, and car washes. Waste removed from the interceptor device shall not be discharged into the SacSewer sewer collection system. The owner is responsible for the proper disposal of the waste.

All such interceptor devices shall be readily and easily accessible for cleaning and inspections. All such interceptor devices must be designed and installed according to the California Plumbing Code. The operation, maintenance, and repair of such equipment are at the sole expense of the owner. Failure to comply may result in enforcement action according to this Ordinance.

2.10 Maintenance Responsibilities

The responsibility for maintenance and repair of lower and upper laterals, main lines, and low pressure systems are described in the following sections.

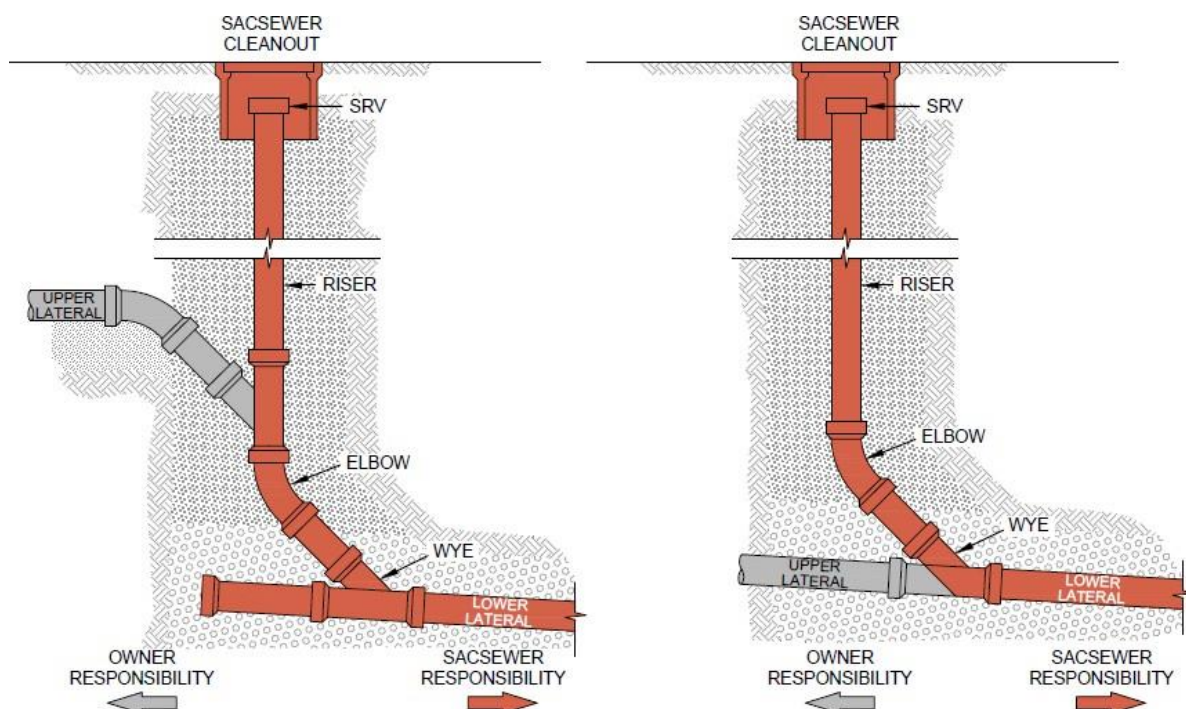
2.10.1 Lower Laterals (SacSewer) and Upper Laterals (Private)

The owner has the sole responsibility for clearing stoppages, inspecting, maintaining, and repairing the upper lateral, including backwater valve, so as to maintain the upper lateral in a condition that avoids negative impacts to the operation and maintenance of the SacSewer's system. This may include the following:

- a. The upper lateral should be kept free from pipe-blocking substances that may impede the flow or obstruct the transmission of waste.
- b. All pipes and joints should be tight, sound, and free from structural defects (such as cracks, breaks, and missing portions) to prevent root intrusion, waste exfiltration, or infiltration of groundwater or stormwater.
- c. No drains or other appurtenances that collect stormwater or surface water should be connected to the upper lateral.

Typically, the responsibility delineation between the upper and lower lateral is at the SacSewer cleanout. In the absence of a SacSewer cleanout, the responsibility delineation is at the limit of SacSewer or other public sewer easement where SacSewer maintains the sewer facilities. In the absence of a SacSewer cleanout and SacSewer or other public sewer easement where SacSewer maintains the sewer facilities, the responsibility delineation is at the limit of the public right-of-way or public utility easement, whichever is the shortest distance as measured from the connecting SacSewer main line or manhole.

Where an existing lateral crosses through a public utility easement on one or more properties before reaching the property the lateral serves, and no private easement or sewer maintenance agreement exists that governs sewer maintenance responsibilities, the responsibility delineation is at the limit of the public utility easement.

Maintenance Responsibilities for Upper and Lower Laterals Where Cleanout Exists

(Note: The drawing above is not applicable to private main lines.)

The purpose of this drawing is to delineate maintenance responsibility only. Refer to SacSewer Standards and Specifications for design and construction details.

The gray color indicates the portion of the sewer lateral that the owner is responsible for maintaining. The owner is also responsible for repairing the gray portion, except for the SacSewer wye. The brown color indicates the portion of the service lateral that SacSewer is responsible for maintaining and repairing. SacSewer is responsible for repairing and replacing all SacSewer wyes.

If SacSewer owns the main line, SacSewer is responsible for clearing stoppages and for inspecting, maintaining, and repairing the lower lateral, SacSewer cleanouts, manholes and main line. If SacSewer does not own the main line or manhole, SacSewer has no responsibility for clearing stoppages or for inspecting, maintaining, or repairing the main line, cleanouts, or lower laterals.

2.10.2 SacSewer and Private Main Lines

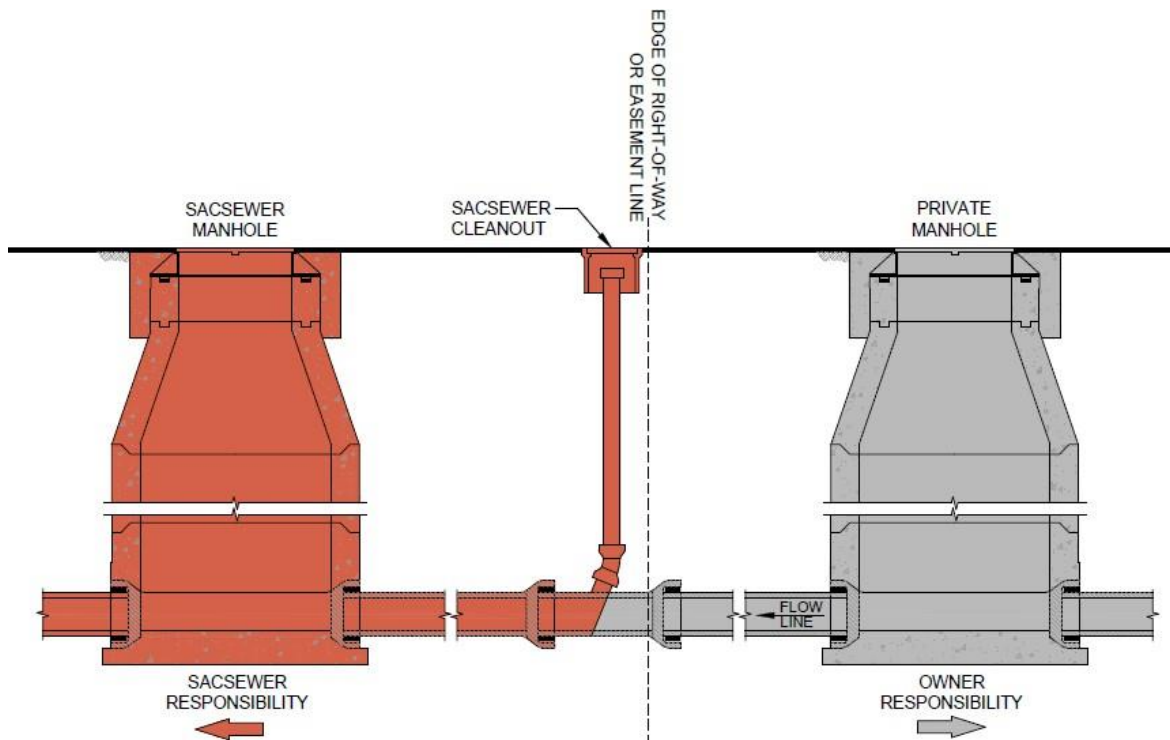
SacSewer is responsible for the maintenance of main lines within the public right-of-way or public sewer easement unless the main line is privately owned or a specific agreement delineating ownership exists. In cases where parcels or structures are served by a private sewer, the owner has the sole responsibility for ownership, operation, and maintenance of the private sewer outside of the public right-of-way or public sewer easement. The owner's responsibilities include clearing stoppages, inspecting, maintaining, and repairing the private system so as to

maintain the private system in a condition that avoids negative impacts to the operation and maintenance of SacSewer's system. This may include the following:

- a. The private system should be kept free from pipe-blocking substances that may impede the flow or obstruct the transmission of waste.
- b. All pipes and joints should be tight, sound, and free from structural defects, including cracks, breaks, and missing portions, to prevent root intrusion, exfiltration by waste, or infiltration by groundwater or stormwater.
- c. No drains or other appurtenances that collect stormwater or surface water should be connected to the private system.

Typically, the responsibility delineation between SacSewer and private main line is at the SacSewer cleanout. In the absence of a SacSewer cleanout, the responsibility delineation between SacSewer and private main line shall be at the limit of the public right-of-way, SacSewer or other public sewer easement, or public utility easement, whichever is the shortest distance as measured from the connecting SacSewer manhole.

Maintenance Responsibilities for SacSewer and Private Main Line and Manholes



The purpose of this drawing is to delineate maintenance responsibility only. Refer to SacSewer Standards and Specifications for design and construction details.

The gray color indicates the portion of the system that the owner is responsible for maintaining. The owner is also responsible for repairing the gray portion, except for the SacSewer wye. The

brown color indicates the portion of the system that SacSewer is responsible for maintaining and repairing. SacSewer is responsible for repairing and replacing all SacSewer wyes.

2.10.3 Low Pressure Sewer Systems

Low pressure sewer systems are not allowed without approval of the District Engineer. If a low pressure sewer system is approved, a private sewer maintenance agreement shall be executed and recorded on all participating properties which will include a delineation of ownership and maintenance responsibilities.

In cases where parcels or structures are served by a low pressure sanitary sewer collection system, the owner has the sole responsibility for ownership, operation, and maintenance of the low pressure sewer system outside of the public right-of-way, unless otherwise approved by the District Engineer.

SacSewer is not responsible for backups into structures or damages resulting from grinder pumps that overflow onto the owner's parcel or adjacent parcels because of, but not limited to, a loss of power or plugging.

2.11 Easement Access

SacSewer requires permanent easements for all SacSewer-owned sewer facilities that are located outside of the public right-of-way.

Any use of an easement by the owner or occupants (herein after referred to as owner) that is not compatible with or interferes with the construction, operation, maintenance, reconstruction, or repair of SacSewer facilities is not allowed. No permanent structure (such as garages, patios, concrete slabs, tool sheds, and similar structures) is to be constructed on top of the SacSewer sewer collection system facilities or anywhere within any associated sewer or public utility easements.

The owner must allow for an unobstructed pathway access to all easement areas, with the access having the following dimensions:

- a. A minimum width of 36 inches
- b. A minimum turning radius of 80 inches
- c. A minimum height of 6 feet, 8 inches

If access to an easement area is required at any time, SacSewer personnel will at their discretion obtain access. SacSewer personnel will contact County and/or jurisdictional agencies as necessary for assistance in gaining access to easement areas.

The parcel owner may be held financially responsible for any additional costs incurred by SacSewer if the owner has not provided SacSewer staff adequate access to its assets in a timely manner.

3. PERMITS

3.1 Notifications of Impacts to the Sewer System

Users are required to notify SacSewer if a connection to the sewer system is required or any change that impacts the sewer system as described in Section 4.2 is needed.

3.2 Sewer Impact Permit

A sewer impact permit is issued when a sewer impact fee is collected.

To obtain a sewer impact permit, the owner of the parcel or an authorized representative must complete, sign, and return all required documents. All required fees must be paid before SacSewer will issue a sewer impact permit.

A sewer impact permit will be issued for parcels located within SacSewer's service area. If the parcel is not located within SacSewer's service area, the parcel cannot be served until it has been annexed into SacSewer service area or has received approval to be served by contract as discussed in this Ordinance.

The sewer impact permit expires one year from the date of payment if there has not been a connection to the sewer. Additional sewer impact fees may be due if no connection is made prior to sewer impact permit expiration. In cases where SacSewer determines that the related building permit has remained active and unexpired beyond a year, with adequate construction progress milestones occurring such that a delay in connection beyond one year of sewer impact fee payment is not unreasonable or intentional to avoid the cost of sewer impact fee increases, SacSewer may elect not to assess or collect the additional sewer impact fees that would otherwise be due for connections occurring more than one year after sewer impact fee permit issuance.

3.2.1 Annexation

Annexation of an area to SacSewer must be according to the terms of the Master Interagency Agreement and the Local Agency Formation Commission. All costs generated from the Local Agency Formation Commission to support the annexation are to be assessed and billed directly to the project proponent according to its authority or requirements.

3.2.2 Service by Contract

SacSewer may enter into a contract to provide sewer service to a parcel that is not currently annexed into SacSewer if the following requirements are met:

- a. The parcel must be annexed into the SacSewer service area, or served by SacSewer by contract, through the appropriate Local Agency Formation Commission
- b. For contracts other than those with public agencies, future annexation into SacSewer service area is intended
- c. The Board of Directors must approve the contract
- d. The project proponent will pay for all costs associated with the service by contract.

3.3 Wastewater Discharge Permit

Discharge volume, rate and characteristics may result in the need for a wastewater discharge permit as determined by the District Engineer. If a user is required to obtain a wastewater discharge permit, the user must file a wastewater discharge permit application on a form provided by SacSewer and receive approval before commencing discharge. Upon evaluation, the District Engineer will issue a wastewater discharge permit to the user subject to certain terms and conditions.

To support the application, the user shall submit, in units and terms appropriate for evaluation, all information as may be deemed necessary to evaluate the application. This information includes identifying information, flow rates, time and duration of discharge, discharge amounts, specific pollutant concentrations, wastewater characteristics, location of all discharge points, and description of activities and facilities affected.

Wastewater discharge permits require the user to comply with all terms and conditions of this Ordinance and to the standards appropriate to carry out the objectives of this Ordinance, including the following factors:

- a. Limits on the average and maximum rate and time of discharge or requirements for flow regulation and equalization
- b. Specific maximum flow and loading rates
- c. Requirements that the discharger notify SacSewer before any proposed bypass other than those that result from accident or emergency
- d. Requirements to have on file with SacSewer emergency plans for accidental or non-customary discharges into the sewer.
- e. Requirements for providing access to SacSewer personnel at all reasonable times to conduct inspection
- f. Other conditions as deemed appropriate by the District Engineer to ensure compliance with this Ordinance.

The terms and conditions of a wastewater discharge permit may be amended if permit limitations or requirements are modified, or other just cause exists. Any changes or new conditions in the discharge permit shall include a reasonable time schedule for compliance.

Wastewater discharge permits are issued to a specific user for a specific location and operation. They may not be reassigned, transferred, or sold to a new owner, new user, different premises, or a new or changed operation without the prior approval of the District Engineer. However, nothing in this section is to be construed to prevent the terms and conditions of this Ordinance, including enforcement penalties, from applying to a succeeding owner, successor in interest, or other assigns of an existing wastewater discharge permit holder.

3.3.1 Temporary Wastewater Discharge Permit

Users required, or who may be required, by SacSewer to obtain a temporary wastewater discharge permit must complete and file with SacSewer a temporary discharge permit application

on a form provided by SacSewer. An application must be submitted to SacSewer for review and approval at least 30 days before commencing discharge. Temporary discharge permits are issued for a specified time. The user must apply for a temporary discharge permit extension a minimum of 30 days before the expiration of the user's existing temporary discharge permit.

3.4 Access Permit

Access to SacSewer's facilities will be allowed only when approved by SacSewer. An Access Permit shall be submitted to SacSewer for approval before opening, entering, connecting, or disturbing the existing SacSewer-owned and operated sewer collection system facilities. On approval of the access request, SacSewer will issue an Access Permit.

4. SEWER IMPACT FEES

Except as otherwise provided, all parcels will be subject to a sewer impact fee as described in Section 4.2. All users of a sewer facility owned, maintained, or operated by SacSewer must pay an amount determined by SacSewer for the planning, design, and construction of SacSewer's sewer collection system. Impact fees consist of three components 1) SacSewer Project Costs, 2) Developer Project Costs, and 3) SacSewer Development Review and Administration Costs.

Project Costs are costs to design and construct trunk-sized facilities. SacSewer Development Review and Administration Costs are associated with reviewing applications, fees, sewer studies, improvement plans, construction submittals, and other development related documents, and administering the trunk reimbursement program.

The District Engineer will categorize all users for discharge purposes according to each user type or discharge activity conducted upon the premises. In circumstances of mixed use on a single parcel, fees will be determined in accordance with Section 4.3. Sewer impact fees are listed in the SacSewer Collection System Fee and Rate Schedule.

4.1 Sewer Impact Fee Categories

For the calculation and collection of sewer impact fees, SacSewer users are assigned the following categories:

- a. Single-Family Residential Users
- b. Multi-Family Residential Users
- c. Commercial Users
- d. Industrial Users
- e. Non-Defined Commercial Users
- f. Other Users as specified

The sewer impact fee charged is based on the category of user, discharge flow, ESDs, or parcel net acreage, as well as the location of each parcel served or to be served within the SacSewer service area. SacSewer service area is divided into two geographical areas: the Infill area and the

Expansion area. Each parcel is located within the Infill area or Expansion area as identified in the SacSewer Collection System Infill/Expansion Area Map found in Section 12.

4.2 Conditions Requiring Payment of Sewer Impact Fees

Sewer impact fees, or incremental sewer impacts fees, are required for the following scenarios:

- a. A new connection to the sewer system is made, or
- b. A parcel size is changed with the effect of increasing the parcel size or sub-dividing one User parcel into two or more new parcels (examples include legally divided parcels, lot line adjustments, property merges, or expanding use onto another parcel in conjunction with an existing business even if the newly used parcel does not have a direct connection to the sewer system, i.e. a parking lot.)
An existing residential parcel involved in a split that decreases size and keeps the existing connection should remain whole for impact fees and should not be reassessed additional sewer impact fees unless there is a parcel size increase or change in use. In this situation, the newly created remaining undeveloped residential parcels, which has no sewer connection, shall pay fees when a future connection is made, or
- c. A change in structure use from residential to commercial occurs, or
- d. The User is reclassified as non-defined commercial, or
- e. The User is reclassified and permitted as Industrial, or
- f. A non-defined commercial User requires additional flow capacity, or
- g. The parcel was initially assessed Sewer Impact Fees as a park or school and changes to another use.

4.3 Sewer Impact Fee Payments

The sewer impact fees for single-family residential, multi-family residential, commercial, industrial, non-defined commercial, park, and school users as identified in the SacSewer Infill/Expansion Area are presented in the SacSewer Collection System Fee and Rate Schedule.

In circumstances of mixed use on a single parcel, the sewer impact fee payment for each use shall be determined based on a calculated proportionality of the uses on the parcel. The calculated proportionality for each use shall be the ratio of the ESDs contributed by each user category divided by the total number of ESDs contributed by all uses. The calculated proportionality for each use shall represent the percentage of the total acreage, or ESD count for Single-Family User parcels recorded prior to July 1, 2003, to be charged according to that specific use category fee. The total sewer impact fee payment due for the mixed use parcel shall be the aggregate sum of the proportional use calculations, and related acreage percentage conversions, for each use.

Any project must connect to and utilize the sewer system within one year of the payment of Sewer Impact Fees/Incremental Sewer Impact Fees or be subject to the payment of any adjustment in those fees. In cases where SacSewer determines that the related building permit has remained active and unexpired beyond a year, with adequate construction progress milestones

occurring such that a delay in connection beyond one year of sewer impact fee payment is not unreasonable or intentional to avoid the cost of sewer impact fee increases, SacSewer may elect not to assess or collect the additional sewer impact fees that would otherwise be due for connections occurring more than one year after sewer impact fee payment.

4.3.1 Single-Family Residential Users

Sewer impact fees are due and payable based on the method used to form the parcel and when it was recorded.

- a. Sewer impact fees for single-family residential users are due and payable prior to issuance of a building permit.
- b. If a parcel size increases and has an existing paid sewer connection, the incremental sewer impact fees are due and payable prior to the recordation of the change.
- c. Any other incremental sewer impact fees or other balances for sewer impact fee payment deficiencies discovered owing for existing single-family users are due and payable in full upon issuance of the invoice to the user by SacSewer.
- d. If a parcel with an existing paid connection undergoes a legal parcel subdivision, sewer impact fees are due and payable prior to the recordation of the change for the newly created parcels that do not receive the available grandfathered sewer impact fee credit per Section 4.4.

Ancillary Units, Accessory Dwelling Units, and Junior Accessory Dwelling Units

A single ancillary unit per parcel, as defined by this Ordinance, will not be assessed a sewer impact fee. Parcels with more than one ancillary unit are subject to additional fees on a per ESD basis, if the parcel was recorded prior to July 1, 2003, except when the additional ancillary units are created or constructed in accordance with the provisions of California Government Code Sections 65852.2 or 65852.22 for accessory dwelling units or junior accessory dwelling units that specifically exclude the assessment of sewer impact fees for such units.

For parcels recorded prior to July 1, 2003, when there is more than one ancillary unit that meets the definition of an accessory dwelling unit or junior accessory dwelling unit created or constructed in accordance with the provisions of California Government Code Sections 65852.2 or 65852.22 that allow such units to be charged sewer impact fees, the additional sewer impact fee charged for the accessory unit shall be a proportionate percentage of the primary dwelling unit's ESD charge that will be calculated as the accessory dwelling unit's square footage divided by the primary dwelling's square footage multiplied times the sewer impact fee that would be charged for the primary dwelling.

Sewer impact fees previously purchased for ancillary units will remain credited to the parcel. If the parcel is divided, sewer impact fee credits may be distributed among the divided parcels as determined or proposed by the parcel owner and as approved by the District Engineer.

4.3.2 Multi-Family Residential Users

Sewer impact fees for multi-family residential users are due and payable prior to issuance of a building permit. If a parcel size increases and has an existing paid sewer connection, the

incremental sewer impact fees are due and payable prior to the recordation of the change. Any other incremental sewer impact fees or other balances for sewer impact fee payment deficiencies discovered owing for existing multi-family users are due and payable in full upon issuance of the invoice to the User by SacSewer. If a parcel with an existing paid connection undergoes a legal parcel subdivision, sewer impact fees are due and payable prior to the recordation of the change for the newly created parcels that do not receive the available grandfathered sewer impact fee credit per Section 4.4.

4.3.3 Commercial Users

Sewer impact fees for commercial users are due and payable prior to the issuance of a building permit. If a parcel size increases and has an existing paid sewer connection, the incremental sewer impact fees are due and payable prior to the recordation of the change. Any other incremental sewer impact fees or other balances for sewer impact fee payment deficiencies discovered owing for existing commercial users are due and payable in full upon issuance of the invoice to the User by SacSewer. If a parcel with an existing paid connection undergoes a legal parcel subdivision, sewer impact fees are due and payable prior to the recordation of the change for the newly created parcels that do not receive the available grandfathered sewer impact fee credit per Section 4.4.

At a minimum, commercial users will pay a sewer impact fee equal to one single-family dwelling.

4.3.4 Industrial Users

The sewer impact fee for industrial users will be based on the parcel acreage as presented in the SacSewer Collection System Fee and Rate Schedule and is due and payable in full upon receipt of the invoice issued to the user by SacSewer.

A wastewater discharge permit will not be issued to an industrial user until an application has been submitted and accepted by SacSewer.

4.3.4.1 [HOLD FOR FUTURE USE]

4.3.4.2 Obligation of Discharger to Notify SacSewer of Changes Affecting Discharge

Industrial users planning to make changes expected to result in a permanent increase in the flow quantities above those submitted on the most recent wastewater discharge application (or any subsequent notifications) accepted and on file with SacSewer must notify SacSewer of the anticipated increases at least 90 days before the first anticipated month of increase and must request approval. Approval of increased flow quantities will be contingent on capacity in the sewer collection system. If capacity is not available, the user may be responsible for improvements to the sewer collection system.

4.3.4.3 Calculation of Incremental Sewer Impact Fees

Incremental sewer impact fees, if assessed, are calculated based on the sewer impact fee in effect at the time a parcel size increases or a parcel changes ownership and balances for sewer impact fee payment deficiencies are discovered owing.

4.3.4.4 Industrial User Sewer Impact Fee Finance Agreement

An Industrial User may apply to SacSewer for a Sewer Impact Fee finance agreement for up to 30 years. Sewer Impact Fees will be based on the fees in effect at the time of approval of the finance agreement by the District Engineer.

The District Engineer has the authority to execute Industrial User Sewer Impact Fee Finance Agreements.

4.3.5 [HOLD FOR FUTURE USE]

4.3.6 Non-Defined Commercial Users

The sewer impact fee for non-defined commercial users will be based on an estimate furnished by the applicant and approved by the District Engineer when a commercial user that has process wastewater flow receives a Class II Wastewater Discharge Permit and does not conform to the residential or industrial user fee categories. The sewer impact fee is based on one ESD per 9,300 gallons discharged per month as presented in the SacSewer Collection System Fee and Rate Schedule.

Sewer impact fees for non-defined commercial users issued a wastewater discharge permit are due and payable in full upon receipt of the invoice issued to the user by SacSewer. Any balances for sewer impact fee payment deficiencies discovered owing for existing non-defined commercial users issued a wastewater discharge permit are due and payable in full upon issuance of the invoice to the user by SacSewer. If a parcel with an existing paid connection undergoes a legal parcel subdivision, sewer impact fees are due and payable prior to the recordation of the change for the newly created parcels that do not receive the available grandfathered sewer impact fee credit per Section 4.4.

Sewer impact fees for non-defined commercial users not issued a wastewater discharge permit are due and payable in full prior to the issuance of a building permit. If a parcel size increases and has an existing paid sewer connection, the sewer impact fees are due and payable prior to the recordation of the change. Any other incremental sewer impact fees or other balances for sewer impact fee payment deficiencies discovered owing for existing non-defined commercial users not issued a wastewater discharge permit are due and payable in full upon issuance of the invoice to the user by SacSewer. If a parcel with an existing paid connection undergoes a legal parcel subdivision, sewer impact fees are due and payable prior to the recordation of the change for the newly created parcels that do not receive the available grandfathered sewer impact fee credit per Section 4.4.

At a minimum, all non-defined commercial users will pay a sewer impact fee equal to one single-family dwelling.

4.3.6.1 Review of Flows and Adjustment of Sewer Impact Fees

Any time following initiation of discharge, but no later than after the second year of operation, occupancy or discharge, SacSewer may adjust such fees to reflect actual flows discharged. Any additional fees assessed will be paid in a lump sum subject to the limitations stated here. Any

reduction in fees will be credited against any unpaid fees or returned in a lump sum if there is no outstanding balance.

4.3.6.2 Obligation of Discharger to Notify SacSewer of Changes Affecting Discharge

Non-defined commercial users planning to make changes expected to result in an increase to the flow quantities above allocations assigned to the parcel must notify SacSewer of the anticipated increases at least 90 days before the first anticipated month of increase. Approval of increased flow quantities will be contingent on capacity in the sewer collection system. If capacity is not available, the non-defined commercial user may be responsible for improvements to the sewer collection system.

Non-defined commercial users issued a wastewater discharge permit must request approval of an amendment to the existing wastewater discharge permit for increased flow quantities. If the amendment is accepted, SacSewer will increase the sewer impact fee to reflect the increase in monthly flows by application of the sewer impact fee in effect on the date the increase is requested.

4.3.6.3 Calculation of Incremental Sewer Impact Fees

SacSewer may review the flow of each non-defined commercial user. If flow quantities exceed the allocations assigned to the parcel, SacSewer will require payment of additional sewer impact fees to reflect the increase.

Incremental sewer impact fees, if assessed, are calculated based on the sewer impact fee in effect at the time the flow increase is requested by the user. Otherwise, the incremental sewer impact fee is calculated based on the date the flow increase occurs.

For non-defined commercial users not issued a wastewater discharge permit, the user must pay in full the sewer impact fees in effect for the flow quantity increase upon receipt of the invoice issued to the user by SacSewer. Upon payment and acceptance from SacSewer, the user may continue to discharge into SacSewer's facilities at the revised discharge volume.

For non-defined commercial users issued a wastewater discharge permit, exceeding the flow allocation is defined as an increase to the flow quantity above the allocation shown in the wastewater discharge permit by more than 10% for a single calendar month. One of the following options will apply for calculating incremental sewer impact fees:

- a. Purchase – The user may pay in full the sewer impact fees in effect for the flow quantity increase upon receipt of the notice forwarded to the user by SacSewer. If the user pays the sewer impact fees under this option and SacSewer accepts them, the wastewater discharge permit will be modified to reflect the flow increase and the user may continue to discharge into SacSewer's facilities at the revised discharge volume.
- b. Monthly Rental – The District Engineer may agree to rent an increase in flow contained in the wastewater discharge permit on a temporary basis. A monthly rental fee will be calculated by applying 6% of the cost of the sewer impact fee for the flow quantity increase divided by 12.

In the event the discharger elects alternative b above for payment of incremental sewer impact fees, the right to discharge into SacSewer sewer at the incremental quantities is only granted for the duration of the agreement. After the rental period, the rented capacity reverts to SacSewer. Rental payments will not be applied to the purchase of permanent capacity.

4.3.7 Parks and Schools

4.3.7.1 Parks

Sewer impact fees for parks are due and payable in full upon receipt of the invoice issued to the user by SacSewer. The sewer impact fee for parks will be based on the following:

- a. Number of fixture units located on the park site (assuming 0.04 ESD per fixture unit)
- b. Infill area or Expansion area sewer impact fee per ESD.

The following calculation will be used to determine the sewer impact fee for parks:

$(\# \text{ of fixture units}) \times (0.04 \text{ ESD/fixture unit}) \times (\text{Infill or Expansion area sewer impact fee per ESD}) = \text{sewer impact fee for parks}$

In no event will the sewer impact fee for any park be less than that charged for one ESD unless there is no connection to the sewer collection system in which case no sewer impact fee will be charged.

Any incremental sewer impact fees or other balances for sewer impact fee payment deficiencies discovered owing for existing park users are due and payable in full upon issuance of the invoice to the user by SacSewer.

4.3.7.2 Schools

Sewer impact fees for schools are due and payable in full upon receipt of the invoice issued to the user by SacSewer. The sewer impact fee for schools will be based on the following:

- a. Average daily attendance of students at the school
- b. Discharge value per student (see table below), based on the types of facilities located at the school

SCHOOL FACILITIES	DISCHARGE VALUE (Gallons per Student per Day)
No Gym, Cafeteria, or Shower	10
Cafeteria Only	12
Gym, Cafeteria, and Shower	15

The following calculation will be used to determine the sewer impact fee for schools within the Infill area and Expansion area:

(average daily attendance) X (discharge value) X (1.0 ESD/310 gallons) X (Infill area or Expansion area sewer impact fee per ESD) = sewer impact fee for schools

Any incremental sewer impact fees or other balances for sewer impact fee payment deficiencies discovered owing for existing school users are due and payable in full upon issuance of the invoice to the user by SacSewer.

4.3.8 Extended Payment Plan

Permitted users may apply to SacSewer for an Extended Payment Plan of sewer impact fees. The maximum term of the agreement is 24 months. The District Engineer or designee has the authority to execute the Extended Payment Plan.

4.3.9 Finance Agreements

The parcel owner may apply to SacSewer for a Finance Agreement for sewer impact fees. The maximum term of the agreement is 24 months. The agreement shall be recorded in the Office of the Recorder of Sacramento County, California, at the cost of SacSewer and constitutes notice to all successors of title to the parcel of the specific obligations. The District Engineer or designee has the authority to execute the agreement.

4.3.10 Phased Development

Under certain conditions, a project proponent may request a Phased Development Agreement (or Phased Agreement) to defer those sewer impact fees that relate to a portion of a parcel that will not be developed. The portion that is not developed will be subject to the sewer impact fee in effect at the time that the land is developed. The agreement shall be recorded in the Office of the Recorder of Sacramento County, California, at the cost of SacSewer and constitutes notice to all successors of title to the parcel of the specific obligations. The District Engineer or designee has the authority to execute the agreement.

4.3.11 Adjustments

Adjustments for fee discrepancies will be provided as specified in the California Code of Civil Procedure Section 338.

4.3.12 Refunds

Sewer impact fees collected are nonrefundable except in the case of a SacSewer error; or to reimburse for sewer impact fee credit awarded the user through a sewer impact fee credit program sanctioned by the Board of Directors when payment of sewer impact fees was made before the credit was awarded; or as prescribed in this Ordinance.

4.4 Sewer Impact Fee Credit

Parcels for which sewer impact fees have been paid, partially waived, or completely waived, will be granted Sewer Impact Fee Credit (credit) toward future parcel development. Credits will be given based on the current dollar values of an ESD, acre, or flow as applicable for each type of User.

All credits are parcel based. As such, they do not belong to a specific user but to the parcel. Credits for sewer impact fees originally established for a parcel may not be transferred in full or in part to any other parcel, unless the parcels share a property line and have the same owner.

When sewer impact fee credit cannot be fully or adequately determined from historical permit records, all Residential and Commercial Users that have paid for their connection and use to SacSewer's sewer system as of July 1, 2001, will be grandfathered as to their existing use as of that date. As such these Users are subject to the payment of Incremental Sewer Impact Fees for any expansion beyond their July 1, 2001 usage. Their Incremental Sewer Impact Fee will be based upon the difference between their July 1, 2001 usage (credit) and the present usage Sewer Impact Fee required for a totally new development of their type. In the City of Sacramento, 2005 billing data will be used.

Additionally, changes in types of commercial usage may also require the payment of Incremental Sewer Impact Fees whenever the new usage exceeds the Sewer Impact Fee Credit grandfathered or previously purchased. Changes in usage can involve more than one parcel. If these parcels can be legally merged, the owner may redistribute within the project site, any Sewer Impact Fee Credit in excess of the minimum allocation required for each of the individual parcels.

When a Residential User parcel that has an existing connection is legally sub-divided, any fully paid or grandfathered sewer impact fee credit existing on the original parcel before the parcel split shall be transferred to only one of the parcels created by the parcel split, and this parcel alone shall retain the full use credit of the original parcel. Any remaining newly created parcel(s) resulting from the parcel split shall be subject to new sewer impact fees according to the new parcel use(s) if there is a sewer connection to the newly created parcel. If the newly created parcel has no sewer connection, sewer impact fees shall be paid when a future connection is made.

When a Commercial User parcel that has an existing connection is legally sub-divided, any fully paid or grandfathered sewer impact fee credit existing on the original parcel before the parcel split shall be transferred to or distributed among the resulting newly created parcels as best aligns with the known immediate or future proposed use on all affected parcels as determined by SacSewer, or as otherwise specifically requested in writing by the parcel owner prior to the recordation of the parcel change.

This section does not apply to trunk reimbursement credits.

4.4.1 Residential Parcels

Single-family residential parcels for which sewer impact fees were paid on the basis of ESDs will be credited one ESD for a single-family dwelling. Single-family residential parcels for which sewer impact fees were paid on an acreage basis will be credited for the original permitted acreage.

Multi-family residential parcels for which sewer impact fees were paid on an ESD basis will be credited the number of permitted ESDs. Multi-family residential parcels for which sewer impact fees were paid based on acreage will be credited for the original permitted acreage.

4.4.2 Commercial Parcels

Commercial parcels for which sewer impact fees were paid will be credited for the original permitted acreage.

4.4.3 Industrial and Non-Defined Commercial Parcels

Industrial and non-defined commercial parcels for which sewer impact fees were paid will be credited for the original permitted flow or acreage paid, as applicable.

4.4.4 Public School and Public Park Parcels

Public school parcels for which sewer impact fees were paid will be credited for the original permitted flow and converted into ESDs. Credits will be given based on the current dollar value of an ESD.

Public park parcels for which sewer impact fees were paid will be credited for the original permitted ESDs. Credits will be given based on the current dollar value of an ESD.

4.5 Time of Payment and Deferral Option for Sewer Impact Fees for Market-Rate Residential Projects

A residential project proponent shall pay SacSewer sewer impact fees as described in this Section unless a fee deferral agreement or extended payment agreement is approved as described in this Ordinance.

4.5.1 Application for Sewer Impact Fee Deferral

A residential development project may file an application with the District Engineer to request deferral of any of the sewer impact fees enumerated in this Ordinance.

When applying for a sewer impact permit, a person shall pay 10 percent of the amount of all fees that would otherwise be payable when applying to connect to SacSewer facilities for each individual lot for which a building permit is sought. This 10 percent payment is in addition to the required fee deferral application and administrative processing fees.

Deferral of sewer impact fees under this Ordinance shall be acknowledged by a recordable agreement or other writing satisfactory to the District Engineer and approved by SacSewer Counsel. This agreement shall be recorded before issuance of building permits.

4.5.2 Requirements

All the following requirements must be satisfied before approval of a fee deferral:

- a. Submittal to the District Engineer of a complete application
- b. Deposit of all fees referenced within this section of this Ordinance
- c. Recordation of agreement according to this Ordinance.

4.5.3 Time of Payment

The date that payment is due and payable is dependent upon the type of development.

4.5.3.1 Single-Family Residential

A hold will be placed on the parcel until any sewer impact fees due for each individual lot are paid. Fees that are not paid for a period exceeding 90 days after becoming due and payable as specified in the signed agreement are hereby made a lien upon the agreement subject properties. Any proceedings authorized by law to enforce payment of such lien may be taken by SacSewer.

Upon approval of the District Engineer, certain market-rate single-family residential projects are eligible to have sewer impact fees deferred. An application must be completed and approved and a deferral of sewer impact fees agreement must be executed between the applicant and SacSewer. Sewer impact fees that are approved for deferral for a single-family residential project under this Ordinance will be due and payable at the close of escrow of each individual lot within the project. The maximum sewer impact fee deferral period for any lot within a single-family residential project is five years from the date of issuance of permits subject to fee deferral or at the close of escrow, whichever comes first.

If fees are not paid within the maximum fee deferral period, penalties will be applied as specified in this Ordinance.

4.5.3.2 Multi-Family Residential

A hold will be placed on the parcel until any sewer impact fees are paid. Fees that are not paid for a period exceeding 90 days after becoming due and payable as specified in the signed agreement are hereby made a lien upon the agreement subject properties. Any proceedings authorized by law to enforce payment of such lien may be taken by SacSewer.

Upon approval of the District Engineer, certain market-rate multi-family residential projects are eligible to have sewer impact fees deferred. An application must be completed and approved and a deferral of sewer impact fees agreement must be executed between the applicant and SacSewer. Sewer impact fees that are approved for deferral for a multi-family residential project according to this Ordinance are due and payable upon the close of permanent loan financing. The maximum sewer impact fee deferral period is five years from the date of issuance of permits subject to fee deferral or the close of escrow, whichever comes first. If fees are not paid within the maximum fee deferral period, interest penalties will be applied as specified in this Ordinance.

4.5.4 Transferability

Approval of a sewer impact fee deferral for a residential project is not transferable to another project, even if the applicant is the same for the other project.

4.5.5 Interest and Penalties

For residential projects approved for sewer impact fee deferral under this Ordinance, no interest will accrue during the period of deferral. If fees are not paid at the time required by this Ordinance, a penalty will be due and payable equal to the annual rate of interest earned by the treasurer of the County of Sacramento on the investment of pooled funds on that amount of disqualified deferred fees, computed from the date of execution of the deferral agreement to the time of payment.

4.5.6 Sewer Impact Fee Increases or Decreases

Fees that are deferred or permits subject to deferral of fees are not exempt from fee increases or decreases. Deferred fees shall be paid according to the SacSewer Collection System Fee and Rate Schedule in effect at the time of final payment.

4.5.7 Administration Charge

As presented in the SacSewer Collection System Fee and Rate Schedule, a non-refundable fee is hereby established due at the time of application for sewer impact fee deferral to fund the costs of administering the fee deferral program.

4.5.8 Recordation Costs

The applicant must pay all costs of recordation of agreements required by this Ordinance. At SacSewer's option, SacSewer may include recording costs in its administration charge and record the agreements.

4.6 Time of Payment and Deferral Option for Sewer Impact Fees for Commercial and Industrial Projects

SacSewer's sewer impact fee may be deferred as allowed by the provisions of this Ordinance to stimulate and encourage economic development within SacSewer, particularly those developments that will result in long-term commitments creating jobs and providing economic stimuli for the benefit of all SacSewer residents. Any person proposing to construct commercial or industrial improvements upon a parcel within the SacSewer service area may apply to defer payment of impact fees.

4.6.1 Application and Security

When applying for a sewer impact fee deferral, the applicant must pay 20% of the amount of the sewer impact fee that would otherwise be payable at the time of permit issuance. The applicant at such time shall also provide security for the payment of those fees to be deferred. This security shall be subject to approval by the District Engineer or his designee and shall consist of one or more of the following items:

- a. Assigned passbook or certificate of deposit
- b. Irrevocable letter of credit
- c. Surety bond
- d. Lien against the property
- e. Negotiable securities if approved by the Board of Directors.

The application must state the deferral time the applicant is requesting. Fees may be deferred under this Ordinance until the issuance of a certificate of occupancy or the close of escrow or to a period of not more than five years from the date the agreement is executed. If fees are to be deferred until issuance of a certificate of occupancy or to close of escrow, the deferral agreement required by SacSewer shall include a provision requiring payment at such time or within the five years, whichever occurs first.

4.6.2 Agreement

Upon approval of an application, the applicant must enter into a deferral agreement with SacSewer in a form satisfactory to the District Engineer and approved by SacSewer Counsel. The agreement at a minimum shall be site specific and must provide for the enforcement of the provision of this Ordinance. A single agreement is to be entered for each project whether or not the applicant is the same for multiple projects. Authority to execute such agreement on behalf of SacSewer is hereby delegated to the District Engineer.

4.6.3 Time of Payment

Upon approval of an application for fee deferral, deposit of approved security, and execution of a deferral agreement, the deferred fees shall be payable and collected as set forth in the deferral agreement. If the deferred sewer impact fees are not paid within the time required, SacSewer will enforce the security provided under this Ordinance.

4.6.4 Interest and Penalties

Unless waived as provided in this Ordinance, interest will be charged on all unpaid deferred fees at a rate equal to the annual interest rate earned by the Treasurer of the County of Sacramento on the investment of pooled funds. Such interest shall accrue from the date of execution of the agreement and continue until the deferred fees are paid in full.

If the project for which fee deferral is requested is a targeted company or an agent for a targeted company, interest on amounts deferred will be waived. A targeted company is a company that can demonstrate it will bring to SacSewer service area 50 or more full-time jobs, each paying over \$25,000 per year. If fees are not paid at the time required by this Ordinance, a penalty will be due and payable equal to the annual rate of interest earned by the treasurer of the County of Sacramento on the investment of pooled funds on that amount of disqualified deferred fees, computed from the date of execution of the deferral agreement to the time of payment.

4.6.5 Administration Charge

As presented in the SacSewer Collection System Fee and Rate Schedule, a non-refundable fee is hereby established which is due at the time of application for fee deferral to fund the costs of administering the fee deferral program.

4.7 Time of Payment and Deferral or Waiver of Sewer Impact Fees for Affordable Housing Projects

SacSewer sewer impact fee can be deferred or waived as allowed under this Ordinance to support construction of residential projects providing units with affordable rents or housing costs for low and very low income households within the SacSewer service area.

Notwithstanding any other Ordinance of SacSewer, upon application and approval under this Ordinance, impact fees shall be paid and collected for qualified residential projects under the provisions of this Ordinance.

4.7.1 Sewer Impact Fee Deferral Program

4.7.1.1 Application

A qualified residential project applicant may file an application with SacSewer to request deferral of any of those fees enumerated in this Ordinance. The specific percentage of low or very low income units, or both, to be offered in a residential development project must be certified by SHRA and included in the sewer impact fee deferral application before acceptance.

4.7.1.2 Ten Percent Down Payment

At the time of building permit issuance, the applicant shall pay 10% of all fees included in the application request for each individual lot for which a building permit is sought. This payment is in addition to all required fee deferral administrative fees.

4.7.1.3 Security–Deed of Trust

Security for the deferral of fees under this Ordinance shall be in the form of a promissory note secured by a deed of trust encumbering each parcel of record owned by the applicant that is included in the qualified residential project. The promissory note and deed of trust shall be in a form satisfactory to the District Engineer and must be approved by SacSewer Counsel. This deed of trust shall be secondary only to deeds of trust associated with acquisition or construction financing and to any regulatory agreement executed with a governmental agency for purposes of providing housing for low-income households and very low-income households. This deed of trust shall be recorded before issuance of building permits. However, to allow timely construction in the event of unanticipated consequences; an applicant may pay 100% of fees to obtain issuance of building permits. Within 6 months of the applicant's payment of fees and upon fulfillment of all other requirements of this section the applicant will be eligible for a refund of 90% of the fees paid with 90% deferred and payable in accordance with the fee deferral agreement.

4.7.1.4 Other Requirements

All of the following requirements must be satisfied before approval of a fee deferral:

- a. Submittal to SacSewer of a complete application, including a certification letter and a preliminary title report
- b. Deposit of all administrative fees
- c. Recordation of the deed of trust
- d. Execution and recordation of a fee deferral agreement.

4.7.1.5 Single-Family Sewer Impact Fee Deferral Period, Interest Penalties

Fees that are approved for deferral for a single-family residential project under this Ordinance are due and payable at the close of escrow of each individual lot within the project. The maximum sewer impact fee deferral period for all lots within a single-family residential project is five years from the date of recordation of the agreement and deed of trust or the close of escrow, whichever comes first. If the fee is not paid within the maximum fee deferral period, interest

penalties will apply and payment of the fees secured by the deed of trust will be undertaken as provided in the executed agreement.

4.7.1.6 Multi-family Sewer Impact Fee Deferral Period, Interest Penalties

Fees that are approved for deferral for a multi-family residential project under this Ordinance are due and payable upon the close of permanent loan financing. The maximum sewer impact fee deferral period is five years from the date of recordation of the agreement and deed of trust or the close of escrow, whichever comes first. If the fee is not paid within the maximum fee deferral period, interest penalties will apply as presented in this Ordinance and payment of the fees secured by the deed of trust will be undertaken as provided in the executed agreement.

4.7.1.7 Partial Reconveyances

For a single-family qualified residential project, a partial release (reconveyance) from the deed of trust per individual unit will be executed by SacSewer upon receipt of payment of deferred fees in full and written request from the title company handling the escrow of said unit and the Administrator's receipt of the release from SHRA. For multifamily qualified residential projects, a release from the deed of trust shall be executed by SacSewer upon (1) receipt of payment of deferred fees in full and written request from the title company handling the permanent loan financing and (2) the administrator's receipt of the release from SHRA.

4.7.1.8 Failure to Provide Affordable Housing

This section presents the consequences of failure to provide affordable housing. SHRA will notify the administrator of failure of a single or multi-family residential project to sell or rent the percentages of units with affordable rents or affordable housing costs for very low income households or low income households for which a fee deferral was approved under this Ordinance. Interest penalties will be imposed, calculated from the date of recordation of the fee deferral agreement under this Ordinance to the date of payment of the deferred fees.

4.7.1.9 Sewer Impact Fee Deferral Not Transferable

The approval of a fee deferral under this Ordinance for a qualified residential project is not transferable to another project regardless if the applicant is the same for both projects or whether the other project is also a qualified residential project.

4.7.1.10 Mixed Affordable and Market-Rate Residential Projects, Substitutions

If a single-family qualified residential project plans to sell or rent units both at market rate and for low income households, the applicant shall submit a copy of the tentative or final subdivision or parcel map of this single-family qualified residential project identifying all units for which a deferral is sought under this Ordinance. The tentative or final subdivision or parcel map shall be submitted with the fee deferral application.

Before final map recordation, subsequent one-for-one changes of units identified as market rate and low income household units on the tentative subdivision or parcel map shall require written approval of the District Engineer. Such changes will be permitted only if (1) the same deed of trust encumbers both of the lots for which the change is requested and (2) the percentage of low

income household units provided in the fee deferral application for this single-family qualified residential project and the accompanying certification letter is not increased or decreased. Final map recordation of the tentative subdivision map must conform substantially with the entire tentative subdivision map per California Government Code section 66442. After final map recordation, one-for-one changes require written approval of the District Engineer and will be permitted only if (1) the same deed of trust encumbers both of the lots for which the change is requested and (2) the percentage is not increased or decreased of low income household units provided in the fee deferral application for the entire single-family qualified residential project and the accompanying certification letter.

4.7.2 Sewer Impact Fee Waiver Program

4.7.2.1 Application

Only a qualified residential project with at least 10% of its units as affordable rents or affordable housing costs for very low income households, as so indicated by a certification letter, is eligible for a waiver of any of the fees enumerated in this Ordinance. Such fees will be waived in an amount proportional to the percentage of units affordable to very low income households. The certification letter shall specify the very low income percentage for each individual project and shall be included in the fee waiver application.

4.7.2.2 Security–Deed of Trust

Security is required for fee waiver applications to ensure a method of recovery of those fees waived, should a residential development project fail to provide the percentages of affordable rents or affordable housing costs for very low income households for which a fee waiver was sought. The security shall be in the form of a promissory note secured by a deed of trust encumbering each parcel of record that is included in the qualified residential project and owned by the applicant. The deed of trust shall be recorded for all sewer impact fees for which a waiver is requested under this Ordinance. The promissory note and deed of trust shall be in a form satisfactory to the District Engineer and must be approved by SacSewer Counsel.

The deed of trust is secondary only to deeds of trust associated with acquisition or construction financing and to any regulatory agreement executed with a governmental agency for purposes of providing housing for low-income households and very low-income households. The deed of trust shall be recorded before issuance of building permits. However, to allow timely construction in the event of unanticipated consequences, an applicant may pay 100 % of fees to obtain issuance of building permits. Upon the administrator's approval and recordation of the fee waiver agreement and deed of trust, the applicant may be eligible for refund of the fees so paid, which will then be subject to the terms of the fee waiver agreement.

4.7.2.3 Annual Cap on Waivers

All fee waiver applications are subject to the cap provisions set forth in this Ordinance. Additional fee waiver applications will not be accepted if the specified cap has been reached for the fiscal year in which a fee waiver application is submitted. SacSewer will maintain no waiting lists.

4.7.2.4 Other Requirements

All of the following requirements must be satisfied before approval of a fee waiver:

- a. Submittal to SacSewer of a complete application, including a certification letter and a preliminary title report
- b. Deposit of all administrative fees
- c. Recordation of the deed of trust
- d. Execution and recordation of fee waiver agreement.

4.7.2.5 Release

For a single-family qualified residential project, a partial release (reconveyance) from the deed of trust securing the promissory note per individual unit shall be executed by SacSewer upon receipt of written request from the title company handling the escrow of said unit and the administrator's receipt of the release from SHRA. For multi-family qualified residential projects, a release from the deed of trust shall be executed by SacSewer upon receipt of written request from the title company handling the permanent loan financing and the administrator's receipt of the release from SHRA.

4.7.2.6 Failure to Provide Very Low Income Affordable Housing

Notification to the administrator by SHRA of failure of any single or multi-family residential project to provide the percentages of affordable rents or affordable housing costs for very low income households for which a fee waiver was sought under this Ordinance shall result in disqualification of the fees for waiver and the imposition of interest penalties calculated from the date of recordation of the fee waiver agreement to the date of payment of the fees in full for the number of units for which fee waiver was approved and which fail to meet the very low income housing requirements.

4.7.2.7 Sewer Impact Fee Waiver Not Transferable

The approval of a fee waiver under this Ordinance for a qualified residential project shall not be transferrable to another project regardless of whether the applicant is the same for either projects or the other project is also a qualified residential project.

4.7.2.8 Waiver Compliance Period

A fee waiver shall be valid for a maximum 24-months from the date of recordation of the agreement and deed of trust. All fees shall be due and payable under the provisions of the fee waiver agreement and shall be subject to the interest provisions of this Ordinance, unless the administrator receives either of the following by the last day of the 24-month period:

- a. A Release from SHRA
- b. Notification from SHRA that the qualified residential project continues under construction with an estimated completion date within an additional 12-month period.

If the letter notification from SHRA is provided to the administrator, a release from SHRA must subsequently be provided to the administrator no later than the last day of the additional 12-month period to avoid all fees becoming due and payable with the imposition of interest under the fee waiver agreement.

4.7.2.9 Mixed Affordable and Market-Rate Residential Projects, Substitutions

In the event that a single-family qualified residential project plans to sell or rent units both at market rate and for very low income households, the applicant shall submit a copy of the tentative or final subdivision or parcel map for said single-family qualified residential project identifying all units for which a waiver is sought under this Ordinance. The tentative or final subdivision or parcel map shall be submitted with the fee waiver application. Before final map recordation, subsequent one-for-one changes of the identification of market rate and very low income household units on the tentative subdivision or parcel map shall require prior written approval of the District Engineer and shall be permitted only if the same deed of trust encumbers both of the lots for which the change is requested and provided that the percentage of very low income household units as set forth in the fee waiver application for said single-family qualified residential project and the accompanying certification letter is not increased or decreased. Final map recordation of the tentative subdivision map shall be required to be in substantial conformance with the entire tentative subdivision map per California Government Code Section 66442. Subsequent to final map recordation, one-for-one changes shall require prior written approval of the District Engineer and shall be permitted only if the same deed of trust encumbers both of the lots for which the change is requested and provided that the percentage of very low income household units as set forth in the fee waiver application for the entire single-family qualified residential project and the accompanying certification letter is not increased or decreased.

4.7.3 Combination Sewer Impact Fee Deferral and Waiver Program

4.7.3.1 Application

Only a qualified residential project which a certification letter indicates includes at least 10% of units with affordable rents or affordable housing costs for very low income households; or at least 49% of units with affordable rents or affordable housing costs for low income households, of which at least 10% of said units are with affordable rents or affordable housing costs for very low income households, may file an application with SacSewer to request a combination of deferral and waiver of any of those fees enumerated in this Ordinance. The specific percentage of types of units to be offered in a qualified residential project must be specified in the certification letter and included in the fee deferral and waiver application before acceptance thereof. A residential project applicant may only apply for a fee waiver under this section in combination with a fee deferral if SacSewer received a certification letter from SHRA. An application requesting both fee deferral and waiver shall be subject to all provisions set forth in this Ordinance. A single agreement shall be entered into by an applicant requesting both deferral and waiver of fees for one project.

4.7.3.2 Security-Deed of Trust

Security in the form of a deed of trust must be provided in the same manner as required by the sewer impact fee deferral program and the fee waiver program.

4.7.3.3 Annual Cap on Waivers

All fee waiver and deferral applications shall be subject to the cap provisions set forth in this Ordinance. Additional fee waiver and deferral applications will not be accepted if the cap, as set forth in this Ordinance, has been reached for the fiscal year in which a fee waiver and deferral application is submitted. SacSewer will not maintain waiting lists.

4.7.3.4 Other Requirements

All of the following requirements must be satisfied before approval of a sewer impact fee waiver:

- a. Submittal to SacSewer of a complete application, including a certification letter and a preliminary title report
- b. Deposit of all administrative fees
- c. Recordation of the deed of trust
- d. Execution and recordation of fee waiver and deferral agreement.

4.7.3.5 Release

For a single-family qualified residential project, a partial release (reconveyance) from the deed of trust securing the promissory note per individual unit shall be executed by SacSewer upon receipt of written request from the title company handling the escrow of said unit and the administrator's receipt of the release from SHRA. For multi-family qualified residential projects, a release from the deed of trust shall be executed by SacSewer upon receipt of written request from the title company handling the permanent loan financing and the administrator's receipt of the release from SHRA.

4.7.3.6 Failure to Provide Very Low Income Affordable Housing

Notification to the administrator by SHRA of failure of any single or multi-family residential project to provide the percentages of affordable rents or affordable housing costs for very low income households for which a fee waiver was sought under this Ordinance shall result in disqualification of the fees for waiver and the imposition of interest penalties calculated from the date of recordation of the fee waiver agreement to the date of payment of the fees in full for the number of units for which fee waiver was approved and which fail to meet the very low income housing requirements.

4.7.3.7 No Conversion of Waiver into Sewer Impact Fee Deferral

Upon execution of the fee deferral and waiver agreement, an applicant who fails to provide the percentage of affordable rents or affordable housing costs for very low income households in either a single or multi-family project for which a fee waiver is sought in combination with a fee deferral request shall not be permitted to subsequently request a fee deferral for any portion of the units that no longer qualify for a waiver of fees. Notwithstanding the foregoing, upon

approval of the administrator, deferrals may be converted to waivers if the requirements for waivers are met.

4.7.3.8 Sewer Impact Fee Waiver and Deferral Not Transferable

The approval of a fee waiver and deferral under this Ordinance for a qualified residential project shall not be transferrable to another project regardless of whether the applicant is the same for either projects or the other project is also a qualified residential project.

4.7.3.9 Waiver and Deferral Compliance Period

A fee waiver and a fee deferral shall be valid for the maximum terms as described in this Ordinance, after which time deferred fees shall be due and payable. All waived and deferred fees will be due and payable as specified in the fee waiver and deferral agreement and will be subject to the interest provisions of this Ordinance unless the administrator receives either of the following by the last day of the specified deferral or waiver periods:

- a. A release from SHRA, or
- b. Notification from SHRA that the qualified residential project continues under construction with an estimated completion date within an additional 12-month period.

If the latter notification from SHRA is provided to the administrator, a release from SHRA must subsequently be provided to the administrator not later than the last day of the additional 12-month period to avoid all fees becoming due and payable with the imposition of interest under the fee waiver agreement.

4.7.3.10 Mixed Affordable and Market-Rate Residential Projects, Substitutions

In the event that a single-family qualified residential project plans to sell or rent units both at market rate and for very low income households, the applicant shall submit a copy of the tentative or final subdivision or parcel map for said single-family qualified residential project identifying all units for which a waiver is sought under this Ordinance. The tentative or final subdivision or parcel map shall be submitted with the fee waiver application. Before final map recordation, subsequent one-for-one changes of the identification of market rate and very low income household units on the tentative subdivision or parcel map shall require prior written approval of the District Engineer and shall be permitted only if the same deed of trust encumbers both of the lots for which the change is requested and provided that the percentage of very low income household units as set forth in the fee waiver application for said single-family qualified residential project and the accompanying certification letter is not increased or decreased. Final map recordation of the tentative subdivision map shall be required to be in substantial conformance with the entire tentative subdivision map per California Government Code Section 66442. Subsequent to final map recordation, one-for-one changes shall require prior written approval of the District Engineer and shall be permitted only if the same deed of trust encumbers both of the lots for which the change is requested and provided that the percentage of very low income household units as set forth in the fee waiver application for the entire single-qualified residential project and the accompanying certification letter is not increased or decreased.

4.7.4 Agreement

Once the District Engineer has verified receiving a complete application, the applicant will enter into a deferral or waiver agreement or a single agreement for both with SacSewer in a form satisfactory to the District Engineer and approved by the SacSewer Counsel. Such agreement will, at a minimum, be site specific and provide for the enforcement of the provisions of this Ordinance and shall be recorded with the Sacramento County Recorder's Office. A single agreement shall be entered into for each project whether or not the applicant is the same for multiple projects. In addition, the applicant shall execute a separate subordination agreement for each encumbrance or deed of trust other than one which secures repayment of acquisition or construction financing and other than for a regulatory agreement with a governmental agency for purposes of providing housing for low income households and very low income households existing at the time of recordation of the waiver or deferral agreement.

Authority to execute agreements entered into under this Ordinance on behalf of SacSewer is hereby delegated to the District Engineer, subject to approval of the SacSewer Counsel as to form.

4.7.5 Sewer Impact Fee Waiver Cap

The total number of fee waivers approved by SacSewer shall be capped annually at 200 ESDs. Calculation of the annual number of ESDs will be based on SacSewer's fiscal year.

For purposes of calculating the cap, the date of the certification letter will determine in which fiscal year the ESDs for a particular qualified residential project will be included. For the sole purpose of calculating the cap, SHRA may, with the approval of the District Engineer, substitute a certification letter for a new qualified residential project for another qualified residential project which already has a certification letter on file with SacSewer, but only if this substitution occurs before the recordation of the fee waiver or fee deferral agreement for the qualified residential project already on file with SacSewer. No substitutions may occur after recordation of the fee waiver or deferral agreement.

Failure to reach the cap in a particular fiscal year will not result in a rollover of the surplus ESDs to the next fiscal year.

A qualified residential project applicant that does not execute the fee waiver or deferral and waiver agreement within the fiscal year for which it has qualified under the cap, may, with prior written notification to the District Engineer, rollover the certification letter until the end of the subsequent fiscal year. The rollover shall not be counted toward the subsequent fiscal year calculation of the cap. No additional extensions shall be permitted. Failure of a qualified residential project to execute the waiver or deferral and waiver agreement within the extension period provided for in this subsection shall result in the purging of the certification letter for said project from SacSewer files. Ensuing requests for a fee waiver for the same project shall require the re-submittal of new documentation, including a new application and certification letter and payment of new application and administrative fees. Re-submittal shall be given no priority over new applications for a fee waiver and shall be subject to the provisions of the cap set forth in this section for new applications.

Failure of an applicant to satisfy the requirements set forth in this Ordinance for the fee waiver program after recordation of a waiver agreement or deferral and waiver agreement will not result in the replacement of those ESDs into the pool of ESDs available according to the cap in a particular fiscal year.

4.7.6 Interest and Penalties

Interest and penalties charges are described in the following sections.

4.7.6.1 Sewer Impact Fee Deferral

For qualified residential projects that have been approved for a deferral of fees under this Ordinance, no interest will accrue during the fee deferral period. However, if the applicant fails to provide the percentage of low or very low income units or rentals as stated in the fee deferral application, an interest penalty will be assessed equal to the annual rate of interest earned by the Treasurer of the County of Sacramento on the investment of pooled funds on that amount of disqualified deferred fees, computed from the date of recordation of the agreement. This interest penalty will be due and payable according to the provisions of the agreement.

4.7.6.2 Sewer Impact Fee Waiver

For qualified residential projects that have been approved for a waiver of fees or a combination deferral and waiver of fees under this Ordinance, no interest will accrue during the fee waiver period. However, if an applicant fails to provide the percentage of low or very low income units approved in the fee waiver or fee deferral and waiver application, an interest penalty will be assessed equal to the annual rate of interest earned by the treasurer of the County of Sacramento on the investment of pooled funds on that amount of disqualified waived or deferred and waived fees, computed from the date of recordation of the fee waiver agreement or fee deferral and waiver agreement and deed of trust. The interest penalty will be due and payable according to the provisions of the agreement. If SHRA notifies the administrator not later than the last day of the specified fee waiver period that the qualified residential project continues under construction with an estimated completion date within an additional 12 months, the fee waiver period will be extended to completion of construction or for an additional 12 months, whichever is earlier.

4.7.7 Sewer Impact Fee Increases or Decreases

Fees that qualify for a fee deferral will not be subject to fee increases or decreases that may occur from the date of recordation of the agreement to the end of the maximum deferral compliance period permitted under this Ordinance. However, subsequent applications for the same qualified residential project will be subject to the fee in effect at the time of submittal of the subsequent application.

4.7.8 Application and Administrative Processing Fees

A non-refundable application fee is hereby established to fund the costs of administering the program established by this Ordinance and shall be paid at the time of application. The administrator may use an application form combined with forms from other local governmental agencies that have enacted identical or substantially similar programs that are administered by

the County of Sacramento and for which the County of Sacramento acts as fiscal agent. The fee will be charged as presented on the SacSewer Collection System Fee and Rate Schedule.

4.7.9 Recordation Costs

The applicant shall pay all costs of recordation of documents required by this Ordinance. At SacSewer's option, SacSewer may include recording costs in its administration charge and record the agreements.

4.7.10 Reporting Requirements

The administrator, or his or her designee, shall provide semi-annual reports to SacSewer governing board identifying projects that have received a sewer impact fee deferral or waiver, or both or that have a pending application for such benefit, including the total value, or anticipated value, of the sewer impact fees.

4.8 Delinquencies and Enforcement

Each sewer impact fee, and any penalties or charges allowed by law thereto, levied under this Ordinance that remain uncollected, or without agreement to pay as specified herein for a period exceeding 90 days after the date of notification that the sewer impact fee is due and payable is hereby made a lien upon the parcel connected to the SacSewer sewer collection system.

SacSewer may take any proceeding authorized by law to enforce payment of such lien.

SacSewer may file a lien upon the parcel connected to a sewer of SacSewer that is a delinquency as described above in order to collect sewer impact fees. Any proceedings authorized by law to enforce payment of such lien may be taken by SacSewer regardless of location of the connected parcel within the SacSewer service area. However, said proceedings will not be initiated until the user has been given notice that the sewer impact fee is owed and SacSewer has made a diligent attempt to collect said sewer impact fee. SacSewer may elect to transfer any delinquent sewer impact fees to the property tax roll following any procedures authorized by law.

4.9 Discontinuance of Service

SacSewer may disconnect or block by other means, such as a sewer plug, a lower lateral from a parcel connected to a SacSewer sewer facility, which is in delinquency as described above to prevent the use of those facilities before the payment of a sewer impact fee, regardless of the parcel's location within the SacSewer service area. Such a proceeding will be initiated only after the user has been given notice that the sewer impact fee is owed and after SacSewer has made a diligent attempt to collect the sewer impact fee. If the premises are disconnected, the owner will pay the actual costs for disconnecting and reconnecting to the SacSewer sewer collection system.

5. OTHER FEES/CHARGES

5.1 Connection to Existing Sewer System

All new users requiring a new or relocated lower lateral connection to an existing sanitary sewer facility owned, maintained, or operated by SacSewer are required to pay a "tap" fee. A "tap" is the construction of the connection of the lower lateral to a SacSewer sewer facility. Users must

pay tap construction fees before issuance of a sewer impact permit. Tap fees are to be paid at SacSewer's main office.

The new user is responsible for constructing the lower lateral and preparing the construction site for SacSewer to construct the tap. Construction site preparation activities include excavating, shoring, establishing traffic control, and exposing the main line, manhole, lower lateral or cleanout as required by SacSewer under SacSewer Standards and Specifications, latest edition. Users must adhere to SacSewer's procedure regarding customer responsibility in addition to other local, state, or federal requirements.

A tap construction fee will be charged for each connection to an existing main line, manhole, lower lateral, or cleanout as specified in the SacSewer Collection System Fee and Rate Schedule.

5.2 Newly Constructed SacSewer Facilities Inspection

When a person modifies or constructs a SacSewer cleanout according to SacSewer's Standards and Specifications and the cleanout is not to be installed as part of an approved improvement plan, he or she must contact SacSewer for inspection of the cleanout. A fee for this inspection, if charged, will be specified on the SacSewer Collection System Fee and Rate Schedule.

5.3 Information Technology

For all sewer cases entered into the County of Sacramento Database, a fee is added to recover the costs of the database development and maintenance. The information technology recovery fee is assessed per the SacSewer Collection System Fee and Rate Schedule.

5.4 Wastewater Discharge Permit

As part of a wastewater discharge permitting process, SacSewer will charge for the costs to process capacity evaluations. Wastewater discharge permit fee will be charged as specified on the SacSewer Collection System Fee and Rate Schedule. An applicant may request an estimate of the costs before applying for a wastewater discharge permit.

5.5 Technical Services

Charges may apply when SacSewer participates in special projects or other agreements for which SacSewer should collect for the cost of its time and materials. Technical service charges are assessed per the SacSewer Collection System Fee and Rate Schedule.

5.6 Water Meter Reading Fee

When a water meter exists and the sewer user fails to submit the water usage data as required, SacSewer may read the meter and add a charge per the SacSewer Collection System Fee and Rate Schedule.

6. BILLING AND COLLECTION

All users of the SacSewer sewer collection system must pay a monthly sewer rate according to the SacSewer Collection System Fee and Rate Schedule to use the system. Proceedings specified

in this Ordinance may be taken by SacSewer to enforce payment of any rates and penalties due under this Ordinance.

6.1 Billing Period

Residential and commercial users will be billed on a regular basis as established by the District Engineer. Bills issued on a monthly billing cycle are due and payable upon presentation and become delinquent 21 days after the date of billing. Bills issued on any other billing cycle are due and payable upon presentation and become delinquent 45 days after the date of billing.

Users issued a wastewater discharge permit will be billed monthly (one month in arrears) based upon charges computed by the District Engineer for the previous month. Bills are due and payable upon presentation and become delinquent 30 days after the date of billing.

At the discretion of SacSewer, Temporary Discharge Permit Users may be billed on a monthly basis, at the end of the project, or at expiration of the permit. Bills are due and payable upon presentation and become delinquent 30 days after the date of billing.

6.2 Billing Basis

Billing will be based on the wastewater characteristics or enterprise/use categories, or both, as determined by the District Engineer. In circumstances of mixed use on a single parcel, rates will be billed for each use as appropriate for each user category.

6.3 Initial Bill

Billing will begin on the date the premises are suitable for occupancy, normally 90 days after the premises are connected to the public sewer collection system. However, the District Engineer has the authority to vary the date that the premises are considered suitable for occupancy based on a reasonable interpretation of information obtained from public records or field inspections. The District Engineer may also initiate billing based upon a request for other utility services to the premises or notification from owners or occupants that the structure is completed. In all cases, initial bills will be to the parcel owner of record as of the date the parcel is considered suitable for occupancy.

6.4 Adjustments

Charges may be adjusted at each billing, when appropriate. Any overbilling will be credited against the charges for the next billing period. Any under billing will be added to the charges for the next billing period.

Adjustments for under billings will be made for the term of deficiency, not to exceed a maximum of three years from the date the District Engineer determines that a billing discrepancy exists.

Refunds or credits for overbilling are limited to the current property owner for the duration of property ownership.

The District Engineer may adjust charges or grant refunds for the following reasons:

- a. Change of use or user

- b. No sewer service was being provided
- c. There is a billing error, or
- d. A structure is deemed not suitable for occupancy as determined by the local jurisdiction.

Users requesting a billing adjustment may be required to state the justification in writing to the District Engineer.

6.5 Vacancy Credits

Apartments and mobile home parks may be eligible to receive vacancy credits under certain circumstances specified below.

If the District Engineer determines that a period of vacancy credit or a period of minimum charge has been authorized based upon statements from the owner that are subsequently found to be misleading, or if the owner fails to notify SacSewer when such condition has terminated, then SacSewer may directly back charge the owner at its fully authorized rate for the entire period during which the vacancy credit was authorized.

6.5.1 Apartments

Apartments will be eligible to receive vacancy credits only during construction and the first two years of occupancy or until the apartments reach full occupancy, whichever occurs first. The first year of occupancy begins when construction of the last dwelling unit has been completed and the unit is suitable for occupancy. Vacancy credits for apartments will be issued as follows:

- a. During the construction phase or the first year of occupancy, or both, apartments suitable for occupancy will receive a 50% vacancy credit. However, if occupancy becomes greater than 50% during this period, then the vacancy credit will be reduced by an equal percentage.
- b. During the second year of occupancy, apartments will receive a 25% vacancy credit. However, if occupancy becomes greater than 75% during this period, then the vacancy credit will be reduced by an equal percentage.

If vacancy varies extensively from that indicated above, the District Engineer in accordance with this Ordinance may make an adjustment reflecting a billing credit or deficiency. In addition, under no circumstances will vacancy credits be greater than the amount granted during the previous billing period.

6.5.2 Mobile Home Parks and Long-Term Use Recreational Vehicle Parks

Mobile home parks and long-term use recreational vehicle parks may be eligible to receive vacancy credits each fiscal year until occupancy reaches 85% or more. The eligible amount of vacancy credits will be based on the percentage of occupied mobile home or long-term use recreational vehicle spaces/lots at the start of each fiscal year, as shown in the table below. For a mobile home or long-term use recreational vehicle space/lot to be considered occupied, the space must contain either a recreational vehicle or a mobile home structure, and that mobile home

structure has to be suitable for occupancy. In addition, under no circumstances will vacancy credits be greater than the amount granted during the previous billing period.

Mobile Home Parks and Long-Term Use Recreational Vehicle Parks	
Occupancy at Start of Fiscal Year	Credit
0-9%	90%
10-24%	75%
25-39%	60%
40-54%	45%
55-69%	30%
70-84%	15%
85-100%	0%

Once a mobile home park or long-term use recreational vehicle park occupancy reaches 85%, if a space/lot becomes unsuitable for occupancy or the structure is actually removed the mobile home or long-term use recreational vehicle park may be eligible to receive a vacancy credit for that space/lot.

6.6 Unit of Billing

Each parcel will be issued one bill for wastewater disposal services provided by SacSewer. A parcel will not be divided into smaller units for purposes of such billing unless a separately metered use is present or the District Engineer approves the division.

6.7 Billing to Owner

All sewer rates will be billed to the parcel owner as of the date the premises are deemed suitable for occupancy, to the successor in interest to such person, or to such person's single designee. All requests to bill a party other than the parcel owner must be made in writing to the District Engineer by the parcel owner. The District Engineer will notify the parcel owner when the billing is changed to comply with such a request. However, no such billing change or request will remove the responsibility from the parcel owner.

6.8 Sewer Lifeline Rate Assistance Program

The District Engineer is authorized to administer and periodically amend the Sewer Lifeline Rate Assistance Program, including application procedures and rebate amounts. Upon approval of application, a qualifying customer may receive a one-time rebate or periodic adjustment of charges paid.

6.9 Schedule of Rates

The monthly sewer rates charged to users of the SacSewer sewer collection system are presented in the SacSewer Collection System Fee and Rate Schedule. Descriptions of the categories of users and how the rates are applied are presented in this section.

6.9.1 Residential Users

The monthly sewer rates for single-family residential users and multiple-family residential users are presented in the current SacSewer Collection System Fee and Rate Schedule.

The District Engineer may define multiple-family residential users as single-family residential users when the dwelling units contain single-family dwelling characteristics.

6.9.2 Ancillary Units, Accessory Dwelling Units, and Junior Accessory Dwelling Units

Additional Residential User rates for ancillary units, accessory dwelling units, and junior accessory units shall be charged as follows:

Single-family residential property owners who have a single ancillary unit as defined in this Ordinance will not be billed rates for up to one ancillary unit. Additional ancillary units on the same parcel that are not otherwise excluded by the provisions of California Government Code Sections 65852.2 or 65852.22 will be subject to additional rates and fees.

Multiple-family residential property owners who have a single ancillary unit as defined in this Ordinance will not be billed rates for up to one ancillary unit or for up to two ancillary units if both units are created or constructed as accessory dwelling units or junior accessory dwelling units in accordance with the provisions of California Government Code Sections 65852.2 or 65852.22, including the limitation on the number of such units that may be located on a multiple-family dwelling parcel. Additional ancillary units on the same parcel that are not otherwise excluded by this Section will be subject to additional rates.

6.9.3 Commercial Users

The monthly sewer rate for commercial users will be the total of charges prescribed for a single-family residential user multiplied by the corresponding factor shown in the table in this section. The District Engineer will determine which Enterprise/Use Category will be applied to a commercial user not adequately identified in the following table.

At a minimum, commercial users (vacant or not) will be billed a monthly sewer rate equal to one ESD per parcel.

Table 3-1: Commercial Users

Enterprise/Use Categories	ESD Equivalent Factors
Auto Dealerships	0.2 ESD/1,000 Sq Ft of gross floor area
Bakeries	0.5 ESD/1,000 Sq Ft of gross floor area
Banks and Financial Institutions	0.3 ESD/1,000 Sq Ft of gross floor area

Enterprise/Use Categories	ESD Equivalent Factors
Barber and Beauty Shops	0.1 ESD/barber or beautician chair
Bars	0.7 ESD/1,000 Sq Ft of gross floor area
Bowling Alleys (Including Eating Facilities)	0.4 ESD/bowling lane
Car Washes – Automatic	1.0 ESD/9,300 gallons of water used each month
Car Washes – Self-Serve	0.7 ESD/washing stall
Dry Cleaners	1.7 ESD/1,000 Sq Ft of gross floor area
Fire Stations (Including Eating Facilities)	1.0 ESD/station
Garages	0.1 ESD/1,000 Sq Ft of gross floor area
Gyms, Health Clubs, Tanning Salons	0.3 ESD/1,000 Sq Ft of gross floor area
Halls, Lodges, Auditoriums	0.3 ESD/1,000 Sq Ft of gross floor area
Hospitals	1.0 ESD/9,300 gallons of water used each month (1.1 ESD/bed*)
Hotels and Motels	0.4 ESD/sleeping room
Laundries – Self-Serve	0.5 ESD/washing machine
Laundries – Commercial	1.0 ESD/9,300 gallons of water used each month
Markets – High Impact	0.6 ESD/1,000 Sq Ft of gross floor area
Markets – Low Impact	0.1 ESD/1,000 Sq Ft of gross floor area
Medical, Dental, Massage Therapy Offices	0.4 ESD/1,000 Sq Ft of gross floor area
Mini-Storage Facilities – One Single-Family Residence if Public Restrooms include additional fixture units	1.0 ESD, plus 0.04 ESD/fixture unit if in public restrooms include additional fixture units
Mortuaries	0.8 ESD/slumber room
Office Buildings – Under 200,000 Sq FT (Including Eating Facilities)	0.2 ESD/1,000 Sq Ft of gross floor area
Office Buildings – 200,000 Sq FT and above (Public/Private)	1.0 ESD/9,300 gallons of water used each month (0.3 ESD/1,000 Sq Ft gross floor area*)
Parks (Including Residences)	0.04 ESD/fixture unit
Places of Worship (Including Residences)	0.2 ESD/1,000 Sq Ft of gross floor area
Recreational Vehicle Park	0.4 ESD per space or lot with sewer connection
RV Sanitary Sewer Dump Station	0.4 ESD per sanitary dump station
Rest Homes, Convalescent Homes, Boarding Houses, Fraternities, Sororities, Convents, Dormitories, etc.	0.4 ESD/bed
Restaurants – Dine-In	2.0 ESD/1,000 Sq Ft of gross floor area
Restaurants – Dine-In Patio Area	1.0 ESD/1,000 Sq Ft of gross floor area
Restaurants – Dine-In & Take-Out	1.9 ESD/1,000 Sq Ft of gross floor area
Restaurants – Take-Out	1.7 ESD/1,000 Sq Ft of gross floor area
Retail Stores – Under 100,000 Sq FT	0.1 ESD/1,000 Sq Ft of gross floor area
Retail Stores – 100,000 Sq FT and above	1.0 ESD/9,300 gallons of water used each month (0.2 ESD/1,000 Sq Ft of gross floor area*)
Schools – Elementary Schools, Day Cares, Preschools, Nursery Schools (Including Eating Facilities)	1.0 ESD/100 Average Daily Attendance
Schools – Middle Schools, Junior High Schools, and High Schools (Including Eating Facilities)	2.5 ESD/100 Average Daily Attendance
Schools – Colleges and Universities (Including Eating Facilities)	1.0 ESD/9300 gallons of water used each month (2.2 ESD/100 Full-Time Equivalent Students*)
Service Stations	0.1 ESD/gas pump
Theaters	0.3 ESD/100 seats
Warehouses – Under 50,000 Sq FT	0.1 ESD/1,000 Sq Ft gross floor area

Enterprise/Use Categories	ESD Equivalent Factors
Warehouses – 50,000 Sq FT and above	1.0 ESD/9,300 gallons of water used each month (5.0 ESD/parcel*)
Non-Defined Commercial	1.0 ESD/9,300 gallons of water used or discharged each month

Factors marked with an asterisk (*) in the above table will be used only when the user is unable to supply the water usage data upon which the monthly charge should be based. Rates related to water use will be based on accurately metered water usage data supplied by the user and approved by the District Engineer. Adjustments may be made for consumptive water use when deemed appropriate by the District Engineer. Where a water meter exists and the user fails to submit the water usage data as required, SacSewer may read the meter and add a cost recovery amount based on time and materials according to the SacSewer Collection System Fee and Rate Schedule. The user is responsible for metering equipment. As an alternative to water meters, the District Engineer may allow the user to meter wastewater discharge to determine usage.

- a. Enterprise/Use categories with multiple functions will pay according to the factors shown in the table above for each applicable category, with the following exceptions:
- b. Bowling alleys will not be charged separately for eating areas and bar areas that serve only bowlers. Eating areas and bar areas within bowling alleys will be considered to serve only bowlers if those areas are located within the bowling alley and do not contain separate public entrances from the facility's exterior.
- c. Fire stations, medical offices, dental offices, massage therapy offices, office buildings, schools, and public agencies will not be charged separately for eating facilities that are only for employee and student use. However, any restaurants at these facilities that are open to the public will be separated and charged accordingly.
- d. Warehouses will not be charged separately for minor office space on the premises.

6.9.4 Industrial Users, Groundwater Remediation Dischargers, and Temporary Discharge Permit Users

The sewer rate for industrial users, groundwater remediation dischargers, and temporary discharge permit users is presented in the SacSewer Collection System Fee and Rate Schedule.

At a minimum, industrial users will be billed a monthly sewer rate equal to one ESD per parcel.

6.10 Enforcement

The District Engineer is hereby charged with enforcement of the provisions of this Section and with any billing authority coordination necessary to achieve its purpose. Charges that remain due and uncollected by the due date will be delinquent and subject to enforcement procedures. Any proceedings authorized by law to enforce payment of such charges may be taken by SacSewer.

If the District Engineer determines that a customer has failed to notify SacSewer or its billing agency that a building is receiving sewer service, or that a period of vacancy credit has been authorized based upon statements from the owner found subsequently to be misleading, or if the

owner fails to notify SacSewer or its billing agency when such condition has terminated, then SacSewer may directly back-charge the property at its fully authorized rate for the entire period during which the vacancy credit was authorized.

Prior to enacting other collection proceedings as authorized by this Section or other provisions of law, the District Engineer may, at his/her discretion, offer extended repayment plans to facilitate payment of an existing User's unpaid charges related to under billing. In circumstances of under billing, the District Engineer may offer an existing User an extended repayment plan with a maximum term of up to twice the term of deficiency.

6.10.1 Delinquency Penalties

Any delinquent sewer rate will incur a 10% penalty charge of the delinquent amount. The delinquent amount, including the 10% penalty charge, will incur an additional penalty charge of 1½% every month until the delinquent amount is paid or placed on the annual tax bill. If collected with taxes, the total delinquent amount plus penalties will incur an additional 10% lien penalty.

6.10.2 Disconnection for Failure to Pay

Failure to pay the sewer rate after it becomes delinquent will make the premises subject to disconnection from the SacSewer sewer collection system. However, disconnection will not be made before 10 days after mailing a written notice by registered mail to the owner. If the premises are disconnected, the owner will pay the actual costs for disconnecting and reconnecting to SacSewer sewer collection system.

6.10.3 Lien

SacSewer may enforce the payment of sewer rates and penalties levied (as outlined in this Ordinance) by placing a lien on the parcel served.

7. DESIGN AND CONSTRUCTION

The District Engineer has authority to establish and implement standards and specifications necessary to protect the safety and general welfare of the public using the sewer facilities.

The standards and specifications provide minimum standards and specifications to be used during planning, design and construction of sewer and sewer collection systems that are to be or are dedicated to SacSewer for operation and maintenance, or require the approval of SacSewer, or are to be installed within existing or new public rights-of-way or easements. These systems include lift and pump stations, gravity sewers, force mains, pressurized systems and related appurtenances.

The standards and specifications are periodically updated to reflect changes in materials and technology affecting SacSewer's facilities. Users of the standards and specifications are urged to verify with SacSewer that the version they are using is the latest version and that it includes all addenda.

SacSewer may require improvements containing supplemental size, capacity, number, or length installed by the subdivider or project proponent for the benefit of property not within the subdivision or project area, and that those improvements be dedicated to SacSewer.

The District Engineer is charged with enforcing the standards and specifications and with coordinating as necessary with all officials and departments of the contributing agencies, the jurisdictions provided SacSewer sewer service, and SacSewer to enforce them.

The District Engineer is the final authority on all questions that concern interpretation of SacSewer Standards and Specifications. The District Engineer's decision is final and he or she has authority to enforce and make effective such decisions.

7.1 SacSewer Facilities

The design and construction of all SacSewer facilities must conform to the current SacSewer Standards and Specifications for design and construction as approved by the Board of Directors.

7.2 Upper Lateral and Building Sewer

The local jurisdictions are responsible for inspecting the upper lateral and building sewer. The construction of the upper lateral and building sewer shall conform to applicable building and plumbing codes.

7.3 Document Precedence

The components of the contract documents are intended to explain each other. Any work shown on the plans but not in the specifications, or vice versa, is to be executed as if indicated in both. If the contract documents conflict, the following order of precedence governs interpretation of the contract documents:

- a. field instruction or other written directions, including notice to proceed
- b. contract
- c. project specific specifications
- d. project specific plans
- e. SacSewer's standards and specifications
- f. County of Sacramento Standard Construction Specifications
- g. State Standard Specifications
- h. State Standard Plans

7.4 Correspondence

The design engineer for any sewer facility, especially pump/lift stations, must coordinate their design with SacSewer to ensure that the project is consistent with the Sewer System Capacity Plan for the affected conveyance system.

Unless otherwise directed, all correspondence and requests for information on development projects must be made through the section responsible for development services, which will

route submittals and requests for information as appropriate. The design of a pump or lift station will require specifications in other disciplines such as civil, structural, mechanical and architectural.

The submittal requirements are outlined on SacSewer's website at www.sacsewer.com/standards-specifications under Stand Alone Documents.

7.5 Jurisdiction

All facilities must satisfy the regulations of all agencies having jurisdiction. Other regulations governing facilities and construction shall be adhered to, including regulations published by the Occupational Safety and Health Administration, the National Fire Protection Association, National Electric Code, and others as applicable. SacSewer on a case-by-case basis will resolve conflicts.

7.6 Frontage Construction Responsibility

Each owner is responsible for installing collector sized sewer pipeline and appurtenances across the parcel frontage as a condition of improvements unless otherwise exempted by the District Engineer.

On properties of normal size and shape, the frontage shall be the length of the property line measured along the public right-of-way. On properties of irregular size and shape, the frontage dimension will be adjusted to correspond to a similar parcel of normal size and shape.

7.7 Easements

SacSewer is to have permanent easements for all sewer facilities located outside the public right-of-way. SacSewer, at its sole discretion, may acquire sewer easements or additional easement areas for existing or new sewer facilities that are not installed within the public right-of-way or installed within substandard easements. Any existing substandard easements, within the limits of a proposed project, shall be upgraded to current standards before approval of improvement plans, change of use or other entitlement request.

7.8 Lower Laterals Serving Multiple Buildings/Parcels

Except as otherwise provided in this Ordinance, all buildings shall have a separate connection to the SacSewer sewer collection system with a separate lower lateral serving only that building.

The exceptions to this are:

- a. Multiple buildings under common ownership. One or more buildings located on one parcel of real property, owned by the same person, may be serviced by the same lower lateral if the jurisdiction is unlikely to approve separate ownership or division of the parcel in the future. If for any reason the ownership of the parcel is subsequently divided, each building under separate ownership shall be provided a separate lower lateral before final map recordation. The cost to install the separate lower lateral is the responsibility of the owner whose parcel is being served by the new lower lateral.
- b. Residential occupancies with common walls. The following structures may be

served by a common lower lateral: single-family dwelling units with common walls, condominiums, stock cooperatives, community apartments or other improvements entitling owners of interest to occupy independent ownership interests and make joint use of utility and other services provided by facilities owned in common.

7.9 SacSewer Cleanout

The user is responsible for the construction of a SacSewer sewer cleanout and the costs associated with its installation under the following circumstances:

- a. The construction of sewer laterals (either upper or lower) by the user or parcel owner
- b. The replacement of more than 10 feet of the existing upper lateral by the user or parcel owner
- c. Connection is made to the upper lateral and a SacSewer sewer cleanout was not constructed with the subdivision or frontage improvements

SacSewer sewer cleanout must conform to the current SacSewer standards and specifications.

7.10 Backwater Valve

A backwater valve must be installed in the upper lateral when a structure has or will have a finished floor elevation or any wastewater drainage fixture in any space that is lower than the nearest upstream manhole or flusher branch cover in the receiving main line. The property owner must install and maintain the backwater valve at his or her expense. SacSewer may not be responsible for property damage and or costs associated with a sewer backup into the structure if a backwater valve is not installed or not properly maintained.

7.11 Inspection

SacSewer's inspector will inspect the installation of all new sanitary sewer facilities to be owned and operated by SacSewer.

Inspection should in no way be considered a guarantee of the contractor's work. Construction inspection does not relieve the contractor of his obligation to construct facilities according to SacSewer standards and specifications and with the approved project specific plans or specifications.

The project proponent is responsible for all costs related to SacSewer's construction inspection.

7.12 Materials

Materials used will be subject to the inspection and acceptance of SacSewer at all times. Failure or neglect on the part of SacSewer or its agents to condemn or reject work materials not in accordance with SacSewer design and construction standards and specifications shall not be construed to imply acceptance should the work materials' inferiority become evident at any time.

7.13 Permits

All appropriate permits must be on the job-site and be made available for inspection by SacSewer inspector before starting and during construction.

7.14 Warranties

Warranties for all construction, materials, equipment and workmanship completed by SacSewer staff or a contractor hired by SacSewer on any portion of the sewer facilities that are the property owners maintenance/repair responsibility as discussed in Section 2.10 of this Ordinance will cover a period of one year from the date the work was completed.

7.15 Trunk Sized Sewer

When project proponents must pay for design and construction of trunk sewer facilities, SacSewer may provide a reimbursement agreement.

8. AGREEMENTS

This section describes agreements related to sewer facilities.

8.1 Trunk Reimbursement Agreements

SacSewer may require construction or modification of a trunk (including an interim trunk) as a condition of the project approval. In these cases, the project proponent is responsible for all trunk costs and may request reimbursement for certain costs from SacSewer. SacSewer may enter into a trunk reimbursement agreement. Eligibility for reimbursement of an interim trunk will be determined on a case-by-case basis.

A trunk is a work of public improvement (public works) and is subject to certain requirements included in the California Public Contract Code and California Labor Code.

Trunk reimbursement agreements must be approved by the Board of Directors.

8.1.1 Trunk Reimbursement Agreement Requirements

The trunk reimbursement agreement must meet the following requirements:

- a. A Reimbursement Agreement Application must be submitted to SacSewer before approval of the project improvement plans.
- b. The agreement will be based on SacSewer approved project improvement plans and specifications.
- c. The project proponent must follow the instructions, requirements, and conditions included in the Reimbursement Agreement Instructions.
- d. The reimbursement amount in the agreement will be based on an estimate of trunk construction costs provided by the project proponent or on SacSewer's cost schedule. The reimbursement amount will include costs for engineering and construction staking services not to exceed 6.5% of the estimate of construction costs. Contingency costs may also be added but shall not exceed 10% of the estimate of construction costs.

- e. The agreement must be approved by the Board of Directors.
- f. For existing agreements that include an expiration date, the District Engineer or designee may extend the term of the agreement through a written amendment upon request and prior to the expiration date.
- g. In the event construction of the trunk facility is not initiated within three years of agreement execution, the agreement and associated credits will be terminated.

8.1.2 Basis for Reimbursement of Construction Costs

Either the public bid process or the unit prices as shown in the Cost Schedule for Sewer Construction (refer to Section 13) must be used to determine the reimbursable construction costs and will be specified in the reimbursement agreement.

8.1.3 Reimbursement of Construction Change Orders

Reimbursement of any construction change orders related to trunk construction must be approved by the District Engineer or designee. For change orders to be considered for reimbursement, the project proponent must:

- a. Notify SacSewer of any proposed change order before performing the change order work.
- b. Evaluate the change order request and present its validity, estimated cost, and supporting information to SacSewer.
- c. Fully document any work performed under a change order to verify all associated costs.

Failure to comply with any of these procedures will result in the requested change order becoming ineligible for reimbursement.

Change orders that result in increased contract costs to obtain compliance with the approved contract documents will not be included as reimbursable costs.

8.1.4 Reimbursement Conditions

Upon project acceptance, the project proponent must submit a written request for reimbursement to SacSewer for final reconciliation of reimbursable costs.

The final reimbursement amount will be determined by multiplying the unit prices contained in the awarded construction contract by the appropriate as-built quantities. The reimbursement amount will also include any approved construction change order, engineering, and construction staking costs.

Reimbursement of contingency costs is subject to approval by the District Engineer or designee and must be properly documented by the project proponent. SacSewer will not reimburse any costs for land or easement acquisition, accelerated or delayed construction, or other additional costs incurred by the project proponent solely for the project proponent's convenience or benefit.

8.1.5 Reimbursement Payment Methods

Reimbursements will be made as identified in the agreement in the form of trunk reimbursement credits (credits), cash, or some combination of credits and cash.

- a. After the Board approves the agreement, the project will be eligible for credits to be applied toward the sewer impact fees due in the area served by the trunk. Credits will not exceed 80% of the estimated reimbursable costs as specified in the agreement, until final reconciliation of actual reimbursable project costs by SacSewer. After final cost reconciliation, any remaining credits will be made available or the value of any overextended credits must be paid to SacSewer.
- b. Reimbursement terms will be negotiated for projects located in the Infill Area. Available credits can be used to pay the sewer impact fee shown on the SacSewer Collection System Fee and Rate Schedule.
- c. For projects located in the Expansion Area, credits can only be used to pay the Developer Project Costs component of the sewer impact fee, which can be found on the SacSewer Collection System Fee and Rate Schedule. The remainder of the Expansion Area sewer impact fee must be paid when the credits are used.
- d. For projects located in the Expansion Area, any cash reimbursements will be made at the end of each quarter from the Developer Project Costs component of sewer impact fees collected from the Expansion Area during the preceding quarter.
- e. The earliest agreements, as determined by the calendar year of construction acceptance of facilities, will have first priority for reimbursement based on available funds on a pro rata basis of all outstanding same-year priority agreements.
- f. Project proponents must notify SacSewer of any changes in contact and payment remittance information. If SacSewer is unable to submit a payment to the project proponent because of inaccurate contact information, SacSewer shall return the payment amount back into the available funds account.

8.1.6 Trunk Reimbursement Credit Transfer

Trunk reimbursement agreement credits are transferable only to pay sewer impact fees for parcels located within the area served by the trunk specified in the agreement. The reimbursement credit transfer will occur at the time sewer impact fees are paid and must be approved in writing by both the reimbursement credit holder and the District Engineer or designee. The reimbursement credit transfer must be approved before sewer impact fees are paid on the parcel. Any fees paid before SacSewer's approval of a reimbursement credit transfer will not be refunded. Sewer impact fees will be calculated based on the SacSewer Collection System Fee and Rate Schedule in effect at the time sewer impact fees are due.

8.1.7 Trunk Reimbursement Agreement Assignments

All duly executed trunk reimbursement agreements can be assigned by the party named in the agreement to another party. The agreement assignment must be approved in writing by both parties and by the District Engineer or designee.

8.2 Collector Reimbursement Agreements

SacSewer may require construction of collector facilities as a condition of project approval. Project proponents are responsible for all collector costs. In the event the collector benefits other properties, the project proponent may enter into a collector reimbursement agreement with SacSewer.

The District Engineer or designee has the authority to execute and amend collector reimbursement agreements.

8.2.1 Collector Reimbursement Agreement Requirements

The collector reimbursement agreement must meet the following requirements:

- a. A Reimbursement Agreement Application must be submitted to SacSewer before acceptance of the collector.
- b. The agreement will be based on SacSewer approved plans and specifications.
- c. The project proponent must follow the instructions, requirements, and conditions included in the Reimbursement Agreement Instructions.
- d. The agreement applies to all properties that benefit from the collector as determined by SacSewer.
- e. For existing agreements that include an expiration date, the District Engineer or designee may extend the term of the agreement through a written amendment upon request and prior to the expiration date.

8.2.2 Basis for Reimbursable Costs

Either the lowest of at least three bids obtained by the project proponent or the unit prices as shown in the Cost Schedule for Sewer Construction (refer to Section 13) will be used to determine the amount of reimbursable costs. Reimbursable costs may also include actual engineering and construction inspection costs. Costs for land or easement acquisitions, accelerated or delayed construction, or other additional costs incurred by the project proponent solely for the project proponent's convenience or benefit are not reimbursable.

8.2.3 Reimbursement Process

The agreement will require SacSewer to collect a proportional cost of the collector construction from property owners who benefit from the collector but did not construct or pay for it. The proportional cost will be collected at the time of sewer impact fee payment. SacSewer will then reimburse the proportional cost to the party named in the agreement or assignment. SacSewer will deduct the cost for administering the agreement, as established in the SacSewer Collection System Fee and Rate Schedule, from the initial reimbursement payment.

Project proponents must notify SacSewer of any changes in contact and payment remittance information. If SacSewer is unable to submit a payment to the project proponent because of inaccurate contact information, SacSewer shall return the payment amount back into the available funds account.

8.3 Sewer Impact Fee Agreements

For Extended Payment Plans, Finance Agreements, sewer impact fee deferrals, sewer impact fee waivers, and Phased Development Agreements, refer to Section 4.

8.4 Private Sewer Maintenance Agreements

A private sewer maintenance agreement is required for all private main line sewers that discharge into the SacSewer sewer collection system. This agreement states that the owner is responsible for providing maintenance of the sewer pipelines and appurtenances under this Ordinance. In addition, the owner is responsible for cleaning and inspecting the pipelines as necessary to prevent illegal discharge. The owner is further responsible for all costs, including the maintenance and repair of the sewer pipelines and appurtenances. This agreement shall be recorded in the Office of the Recorder of Sacramento County, California, at the cost of SacSewer and constitutes notice to all successors of title to the parcel of the specific obligations. The District Engineer or designee have the authority to execute and amend private sewer maintenance agreements.

8.5 Deferred Sewer Infrastructure Agreements

A parcel owner may be required to construct sewer facilities in accordance with this Ordinance and the SacSewer Standards and Specifications in effect at the time of approval as a condition of project approval. The District Engineer may defer the requirement for sewer construction if it is determined that immediate construction is not required. The deferral shall not be effective until the owner of the parcel enters into a deferred sewer infrastructure agreement with SacSewer. The District Engineer or designee has the authority to execute and amend deferred sewer infrastructure agreements. The agreement must provide provisions for all of the following:

- a. The parcel owner constructs the infrastructure at their own cost or pay their share of the total cost of construction to the party who constructs the infrastructure.
- b. The construction or payment must occur at such time as the District Engineer determines that the construction of the sewer infrastructure is required.
- c. If SacSewer is required to construct the sewer infrastructure, all costs will be borne by the parcel owner, will be due upon receipt of notice from SacSewer, and a lien will be placed on the property until paid.

9. ENFORCEMENT

In addition to the authorities set forth in Part 2, Section 3.4 Enforcement, SacSewer has the following authorities:

- a. Authority to inspect and monitor discharge and take enforcement action for inadequate control of pipe-blocking substances and ineffective facility maintenance

practices

- b. Authority to limit wastewater discharge temperatures when necessary to protect health and safety or sewer collection system integrity
- c. Authority to issue and enforce permits to discharge into the SacSewer sewer collection system
- d. Authority to assess costs for abatement against the owner and place lien against the subject parcel for nonpayment
- e. Authority to require recordkeeping for the maintenance of the onsite sewer system and interceptor devices, including the removal of pipe-blocking substances
- f. This Ordinance grants authority to personnel of SacSewer to administer and enforce the SacSewer pretreatment program within SacSewer sewer collection system.

9.1 Right to Enter

SacSewer will maintain procedures, including notification policies, for entering private real property at any time for access to the SacSewer sewer collection system to preserve the public health and safety. Failure to allow SacSewer access to private real property in such cases may be unlawful and result in civil or criminal fines and penalties, or both.

9.2 Upper Laterals

The following items may be declared a public nuisance and therefore subject to abatement: all upper laterals containing leaks or breaks; uncapped or improperly capped private clean-outs; down spouts or yard drains that discharge into the SacSewer's sewer collection system; and all other sources of accidental, negligent, or intended introduction of stormwater runoff or similar waters into SacSewer sewer collection system. If after being notified of the nuisance condition, the owner fails to correct the condition SacSewer may abate the public nuisance.

9.3 Enforcement Mechanisms

It is the intent of this Enforcement Section to provide adequate mechanisms to achieve a maximum degree of compliance with this Ordinance by all users. These enforcement provisions apply to all classes of users to the extent such users violate any provision of this Ordinance or administrative order of SacSewer under this Ordinance. To achieve compliance, SacSewer will use a variety of enforcement mechanisms.

The enforcement mechanisms set forth range from informal administrative action to formal criminal prosecution. SacSewer may use, at its discretion, any mechanism or the concurrent use of several mechanisms in order to enforce the provisions of this Ordinance. The enforcement mechanisms provided herein may be cumulative in respect to such other enforcement mechanisms or civil and criminal penalties as may be otherwise available under the laws of the State of California and the United States of America.

Nothing in this Ordinance is intended to prevent state and/or federal regulatory agencies from undertaking enforcement actions as may otherwise be available due to a violation of this Ordinance which also constitutes a violation of federal or state statutes and regulations such as:

1) the Clean Water Act (33 U.S.C. § 1251, et seq.); 2) the California Porter-Cologne Water Quality Act (California Water Code § 13000, et seq.); 3) the California Hazardous Waste Control Act (California Health and Safety Code §§25100–25250); 4) the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.) ; 5) California Government Code §§54739–54740.6; and 6) the California Health and Safety Code, Division 20, Chapter 6.95. The referenced State and federal laws, along with other pertinent laws, provide authority for SacSewer's enforcement mechanisms.

9.4 Notice of Violation

Whenever the District Engineer finds that any user has violated or is violating this Ordinance, a wastewater discharge permit or order issued, standard, or any other pretreatment requirement, the District Engineer may serve on the user a written notice of violation by personal service or by registered or certified mail. Within 30 days of receipt of this notice any shorter period prescribed in the notice of violation, the user must submit an explanation of the violation and a plan for its satisfactory correction and prevention, including specific required actions to the District Engineer. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the authority of SacSewer to take any action, including emergency actions or any other enforcement action.

9.5 Administrative Orders

Administrative orders issued under this Ordinance are judicially enforceable.

9.5.1 Consent Orders

The District Engineer is hereby empowered to enter into consent orders for noncompliance. Such orders establish agreement with any user responsible for noncompliance and will include specific action to be taken by the user to correct the noncompliance within a time also specified by the order.

9.5.2 Compliance Orders and Compliance Schedules

Once the District Engineer determines that a user has violated or continues to violate this Ordinance, a permit or an order issued, or any other requirement, the District Engineer may issue an order to the user responsible for the discharge directing the user to comply within a time specified by the District Engineer. In addition, the compliance schedule may require the user to construct, acquire and install equipment. The compliance schedule may contain terms and conditions by as well as specific dates for achieving compliance.

Compliance orders and compliance schedules may also contain other requirements to address the noncompliance, including additional self-monitoring, submittal of drawings or reports, audit of waste minimization practices, or other provisions to ensure compliance with this Ordinance. Compliance orders and compliance schedules may not extend the deadline for compliance established for a federal pretreatment standard or requirement, nor do they release the user of liability for any violation, including any continuing violation. Issuing a compliance order or schedule is not a prerequisite to taking any other action against the user.

9.5.3 Cease and Desist Orders

When the District Engineer finds that a user has violated or continues to violate this Ordinance, permit, any order issued, or any requirement, or that the user's past violations are likely to recur, the District Engineer may issue an order to the user directing it to cease and desist all such violations and may direct the user to comply with either or both of the following:

- a. Immediately comply with all requirements
- b. Take any appropriate remedial or preventive action needed to properly address a continuing or threatened violation, including halting operations or terminating the discharge or both.

Issuing a cease and desist order is not a prerequisite to taking any other action against the user.

9.5.4 Show Cause Order and Hearing

The District Engineer may order any user, causing or contributing to any above violation to appear before the District Engineer and show cause why a proposed enforcement action should not be taken, up to and including termination of discharge. Notice shall be served on the user specifying the time and place for the hearing, the proposed enforcement action, and the reasons for such action, and will include an order that the user show cause why this proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least 15 days before the hearing. Such notice may be served on any authorized representative of the user. Whether or not the user appears as ordered, immediate enforcement action may be pursued following the hearing date. A show cause hearing is not a prerequisite for taking any other action against the user.

9.6 Administrative Civil Liability

SacSewer may issue an administrative complaint to any person who violates any provision of this Ordinance. The administrative complaint shall allege the act or failure to act constituting violation of SacSewer's requirements, cite the provisions of law authorizing civil liability, and the administrative civil penalty being proposed.

The administrative complaint will be served by personal delivery or certified mail on the person (respondent) subject to SacSewer's discharge requirements, and informing him or her that a hearing will be conducted within 60 days after receiving notice. The hearing shall be held before a hearing officer designated by the Board. The person who has been issued an administrative complaint may waive the right to a hearing, in which case SacSewer shall not conduct a hearing. A respondent dissatisfied with the decision of the hearing officer may appeal to the Board within 30 days of notice of the hearing officer's decision.

At the hearing, or appeal, if any, it is found that a respondent has violated reporting or discharge requirements, the hearing officer or Board may assess an administrative civil penalty against him or her. In determining the amount of the administrative civil penalty, the hearing officer or Board may take into consideration all relevant circumstances, including the extent of harm caused by the violation, the economic benefit derived through any noncompliance, the nature and

persistence of the violation, the length of time over which the violation occurs and corrective action, if any, attempted or taken by the discharger.

These administrative civil penalties are set as follows:

- a. In an amount that does not exceed \$2,000 for each day of failing or refusing to furnish technical or monitoring reports
- b. In an amount, that does not exceed \$3,000 for each day of failing or refusing to timely comply with any compliance schedule established by SacSewer
- c. In an amount, that does not exceed \$5,000 per violation of each day of discharges in violation of any waste discharge limitation, wastewater discharge permit condition, or requirement issued, reissued, or adopted by SacSewer
- d. In an amount that does not exceed \$10 per gallon for discharges in violation of any suspension, cease and desist order or other orders, or prohibition issued, reissued, or adopted by SacSewer
- e. The amount of any administrative penalties imposed under this section that have remained delinquent for a period of 60 days, will constitute a lien against the parcel of the discharger from which the discharge originated, resulting in the imposition of a civil penalty.

The lien provided herein will have no force and effect until recorded with the County recorder. Once recorded, the lien will have the force, effect, and priority of a judgment lien. It will continue for 10 years from the time of recording unless sooner released and will be renewable under Sections 683.110 to 688.220 of the Code of Civil Procedure.

All money collected under this section may be deposited in a special account of SacSewer and may be made available for the monitoring, treatment, and control of discharges in SacSewer's sanitation or sewer collection system or for other mitigation measures.

Unless appealed, orders setting administrative civil penalties shall become effective and final upon issuance with payment to be made within 30 days of issuance.

Upon order of the Board, SacSewer Counsel or other special counsel designated by the Board, will institute appropriate court actions authorized by this Ordinance.

9.7 Emergency Suspensions

The District Engineer may immediately suspend a user's discharge whenever such suspension is necessary in order to stop an actual or threatened discharge that appears (1) to present or cause an imminent and substantial endangerment to the environment, or to the health or safety of persons; or (2) to interfere with the operation of SacSewer sewer collection system.

Any user notified of a suspension of its discharge shall immediately stop or eliminate its discharge. If a user fails to immediately voluntarily comply with the suspension order, the District Engineer shall take the necessary steps to prevent or minimize damage to SacSewer sewer collection system, its receiving stream, or individuals, including immediate severance of the sewer connection. The District Engineer will allow the user to recommence its discharge

when the user has demonstrated to the satisfaction of the District Engineer that the period of danger has passed, unless the termination proceedings set forth in this Ordinance are initiated against the user.

A user that is responsible, in whole or in part, for any discharge presenting imminent danger shall submit to the District Engineer a detailed written statement describing the causes of the harmful discharge and the measures taken to prevent any future occurrence, within 15 days of the occurrence.

Nothing in this section shall be interpreted as requiring a hearing before any emergency suspension under this action.

9.8 Termination of Discharge

SacSewer may terminate the discharge of any user in violation of any condition of this Ordinance, wastewater discharge permit or an order issued hereunder. Such user will be notified of the proposed termination of its discharge and a hearing on an order to show cause under this Ordinance why the proposed action should not be taken.

Reasons for termination may include:

- a. Violation of permit conditions
- b. Failure to accurately report the wastewater constituents and characteristics of its wastewater discharge
- c. Failure to report significant changes in operations or wastewater volume, constituents and characteristics before discharge
- d. Refusal of reasonable access to the user's premises for inspection, monitoring or sampling
- e. Failure to pay sewer rates or fees or both.

The District Engineer may immediately terminate a user's discharge whenever such termination is necessary in order to stop an actual or threatened discharge which appears to present or cause an imminent and substantial endangerment to the environment, or to the health or safety of persons, or that threatens to interfere with the operation of the SacSewer sewer collection system. Termination may include immediate disconnection or obstruction to prevent discharge into the sewer collection system from such user. Discharge may include domestic, toilet, and sink water.

9.9 Injunctive Relief

Whenever a user has violated a requirement or continues to violate the provisions of this Ordinance, a permit, or an order, the District Engineer may petition the Superior Court for the issuance of a temporary or permanent injunction. This injunction may be to restrain or compel the user such that he or she will comply with the permit, order, or other requirement of this Ordinance. Such other action as is appropriate for legal or equitable relief, or both, may also be sought by SacSewer. A petition for injunctive relief need not be filed as a prerequisite to taking any other action against a user.

9.10 Civil Actions

Any user who violates any provision of this Ordinance, a permit, order of SacSewer or District Engineer, or any other requirement may be civilly liable to SacSewer in a sum not to exceed \$25,000 per day for each day and each event in which such violation occurs plus any costs incurred by SacSewer.

SacSewer may petition the Superior Court to assess, impose, and recover such sums under Section 54740 of the California Government Code.

Remedies under this section are in addition to and do not supersede or limit any other remedy, including civil or criminal, but no liability will be recoverable under this section for any violation for which liability is recovered.

Filing a suit for civil penalties is not a prerequisite for taking any other action against a user.

9.11 Criminal Action

Any person who willfully or negligently violates any provision of this Ordinance, any order or permit issued, or any other requirement will upon conviction be guilty of a misdemeanor, punishable by a fine of not more than \$1,000 per violation per day or imprisonment for not more than 30 days in County jail, or both.

Any person who knowingly makes any false statements, representations, or certifications in any application, record, report, plan or other documentation filed, or required to be maintained, under this Ordinance, permit, or order will upon conviction be punished by a fine of not more than

\$1,000 per violation per day or imprisonment for not more than 30 days, or both. Also any person, who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required under this Ordinance, upon conviction be punished, will by a fine of not more than \$1,000 per violation per day or imprisonment for not more than 30 days, or both. Each separate act of falsification, tampering, or knowingly rendering inaccurate will constitute a new and separate offense and shall be subject to the penalties contained herein.

9.12 Liability for Costs Incurred by SacSewer

This section applies to any user found in violation of any requirement adopted or ordered by SacSewer (1) to meet the standards established to protect the SacSewer sewer collection system, or (2) to prevent the entry of any wastewater found or suspected to be in violation of any state, federal, or local limit, permit, or provision of this Ordinance causing expense, loss, damage or other liability to SacSewer. Such user will be liable to SacSewer for such expense, loss, or damage and will pay the same to SacSewer in a manner prescribed by the District Engineer.

Such noncompliance costs can include environmental fines and cleanup costs arising out of, pertaining to, or resulting from user noncompliance as well as from any related cost of defense, settlement, arbitration, and attorney's fees. These costs may include inspection and sampling costs as well as transportation, equipment, and labor costs incurred by SacSewer to investigate or demonstrate user noncompliance/compliance. These costs may also include the administrative time spent resolving noncompliance.

9.13 Wastewater Discharge Permit Revocation, Suspension or Restrictions

If a permittee fails to comply with the conditions of the permit or to pay charges on time, the District Engineer may revoke, suspend or restrict the permit.

When the District Engineer reasonably believes that grounds exist for wastewater discharge permit revocations he or she shall give written notice to the permittee by personal service or by registered or certified mail stating the facts and the grounds along with the time and place that the charges may be heard by the District Engineer. At the hearing, the permittee shall be able to respond to the allegations set forth in the notice by presenting written and oral evidence. After the conclusion of the hearing, the District Engineer will determine the outcome. The written decision and order of the District Engineer shall be sent by registered or certified mail to the permittee or its representative at the permittees or representative's business address.

The District Engineer may suspend a permit at any time if continued discharge of the permittees wastewater into the SacSewer sewer collection system would, along or combined with other discharges fail to meet the intent of this Ordinance. In lieu of a suspended permit, the District Engineer may impose such temporary restrictions, conditions, or limitations as deemed necessary to ensure compliance with this Ordinance upon quantities, qualities, and rates of discharge.

Unless directed otherwise in the order of revocation or suspension of a permit, the permittee shall cease discharging into the public sewer at the effective time of the revocation or suspension, or shall conform to all restrictions, conditions, or limitations in the order at the effective time of such requirements.

Any further application for a wastewater discharge permit at any location within SacSewer by any person subject to an order of revocation will be considered by SacSewer after a full review of the records of the revoked permit. Such records may be the basis for denial of a new wastewater discharge permit.

The District Engineer or his agent will ordinarily give notice of suspension or imposition of temporary restrictions, conditions, or limitations to the permittee in writing at least 48 hours before the time such suspension, restrictions, conditions, or limitations are to become effective. If the District Engineer determines that an emergency exists involving public health or safety or involving significant impairment of the treatment process, immediate notice may be given with an effective time of such suspension, restrictions, conditions, or limitations.

9.14 Remedies Nonexclusive

The provisions contained in this Ordinance do not provide exclusive remedies. SacSewer reserves the right to take any, all, or any combination of these actions against a noncompliant user. Enforcement of violations will generally follow SacSewer's enforcement response plan. However, SacSewer reserves the right to take other action against any user when the circumstances warrant. Further, SacSewer is empowered to take more than one enforcement action against any noncompliant user.

10. SEVERABILITY

If any provision, paragraph, word, section or article of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and chapters shall not be affected and shall continue in full force and effect.

11. SACSEWER COLLECTION SYSTEM FEE AND RATE SCHEDULE

The fees and rates in the following sections are adopted by the Board of Directors.

11.1 SacSewer Sewer Impact Fees**Effective July 1, 2024 – August 31, 2026**

Category Description		Sewer Impact Fees	
		Infill	Expansion
Single-Family Residential Users	Parcels recorded prior to July 1, 2003	\$790 per ESD	\$4,374 ¹ per ESD
	Parcels recorded on or after July 1, 2003	\$4,742 per net acre	\$26,241 ² per net acre
Multi-Family Residential Users		\$4,742 per net acre	\$26,241 ² per net acre
Commercial Users		\$4,742 per net acre	\$26,241 ² per net acre
Non-Defined Commercial Users		\$790 per ESD	\$4,374 ¹ per ESD
Parks and Schools		\$790 per ESD	\$4,374 ¹ per ESD
Industrial Users and Groundwater Remediation Dischargers		Based on flow: \$45 per 1,000 gallons of flow	
¹ Developer Project Costs: \$3,744, SacSewer Costs: \$629			
² Developer Project Costs: \$22,466, SacSewer Costs: \$3,775			

Effective September 1, 2026 – June 30, 2027

Category Description		Sewer Impact Fees	
		Infill	Expansion
Single-Family Residential Users	Parcels recorded prior to July 1, 2003	\$913 per ESD	\$4,542 ¹ per ESD
	Parcels recorded on or after July 1, 2003	\$5,480 per net acre	\$27,255 ² per net acre
Multi-Family Residential Users		\$5,480 per net acre	\$27,255 ² per net acre
Commercial Users		\$5,480 per net acre	\$27,255 ² per net acre
Non-Defined Commercial Users		\$913 per ESD	\$4,542 ¹ per ESD
Parks and Schools		\$913 per ESD	\$4,542 ¹ per ESD
Industrial Users		\$5,480 per net acre	\$27,255 ² per net acre
¹ Developer Project Costs: \$3,962, SacSewer Costs: \$580			
² Developer Project Costs: \$23,771, SacSewer Costs: \$3,484			

Effective July 1, 2027

Category Description		Sewer Impact Fees	
		Infill	Expansion
Single-Family Residential Users	Parcels recorded prior to July 1, 2003	\$1,027 per ESD	\$4,665 ¹ per ESD
	Parcels recorded on or after July 1, 2003	\$6,159 per net acre	\$27,992 ² per net acre
Multi-Family Residential Users		\$6,159 per net acre	\$27,992 ² per net acre
Commercial Users		\$6,159 per net acre	\$27,992 ² per net acre
Non-Defined Commercial Users		\$1,027 per ESD	\$4,665 ¹ per ESD
Parks and Schools		\$1,027 per ESD	\$4,665 ¹ per ESD
Industrial Users		\$6,159 per net acre	\$27,992 ² per net acre
¹ Developer Project Costs: \$4,081, SacSewer Costs: \$584 ² Developer Project Costs: \$24,485, SacSewer Costs: \$3,507			

11.2 SacSewer Collection System Miscellaneous Fees

Category Description	Miscellaneous Fees
Administrative Fee for Deferral of Sewer Impact Fees, Commercial and Industrial Projects <i>(For New and Expanding Businesses)</i>	\$2,515 Administration Fee per project
Application Fee / Administrative Fee for Deferral or Waiver of Sewer Impact Fees for Affordable Housing Projects <i>(For Qualified Affordable Housing Projects)</i>	• \$1,000 Application and Administrative Processing Fee for the first government entity listed on the application for fee deferral or waiver • \$275 Application and Administrative Processing Fee for each additional government entity listed on the application for fee deferral or waiver
Administrative Fee for Deferral of Sewer Impact Fees for Market Rate Residential Projects	\$350 Administrative Processing Fee per building permit for which fees are requested to be deferred
Sewer Tap Construction Fee	• 4-inch Lower Lateral to Main Line Tap: \$539 • 6-inch Lower Lateral to Main Line Tap: \$577 • 4-inch Lower Lateral to Manhole Tap: \$1,510 • 6-inch Lower Lateral to Manhole Tap: \$1,524 • 8-inch Lower Lateral to Manhole Tap: \$1,561
Information Technology Recovery Fee <i>(Recovers cost of ACCELA database management and development)</i>	• Fee within city jurisdictions: 1% of total SacSewer Collection System and SacSewer Treatment and Resource Recovery fees not to exceed \$100 • Fee within unincorporated County: 4.5% of total County, SacSewer Collection System, and SacSewer Treatment and Resource Recovery fees not to exceed \$350
Water Meter Reading Fee <i>(For unreported meter readings by metered user)</i>	\$25 per meter reading
Construction Inspection Costs	Charge is based on time and material costs
Technical Services <i>(Covers SacSewer's cost of time and materials for special projects)</i>	Charge is based on time and material costs
Administration Fee for Collector Reimbursement Agreements	Cost for SacSewer to administer the agreement is established at \$250 for agreements in the amount of \$10,000 or less, and \$500 for agreements in excess of \$10,000. Amount will be deducted from the initial reimbursement.

11.3 SacSewer Collection System Sewer Rates**Effective July 1, 2025 through June 30, 2026**

Category Description	Sewer Rates
Single-Family Residential Users (Monthly sewer service charge)	\$25.35 per month (\$50.70 bimonthly)
Multiple-Family Residential Users (Monthly sewer service charge)	\$19.01 per month per unit (\$38.02 bimonthly)
Commercial Users (Monthly sewer service charge)	\$25.35 multiplied by the Enterprise/Use Factor in the Ordinance, Section 6.9.3
Non-Defined Commercial Users (Monthly sewer service charge based on measured flow discharged)	\$25.35 per 9,300 gallons of flow

Effective July 1, 2026

Category Description	Sewer Rates
Single-Family Residential Users (Monthly sewer service charge)	\$27.35 per month (\$54.70 bimonthly)
Multiple-Family Residential Users (Monthly sewer service charge)	\$20.51 per month per unit (\$41.02 bimonthly)
Commercial Users (Monthly sewer service charge)	\$27.35 multiplied by the Enterprise/Use Factor in the Ordinance, Section 6.9.3
Non-Defined Commercial Users (Monthly sewer service charge based on measured flow discharged)	\$27.35 per 9,300 gallons of flow
Industrial Users and Groundwater Remediation Dischargers (Monthly sewer service charge based on measured flow and loadings discharged)	\$1,071 per million gallons of flow (+) \$72 per 1,000 lbs of Total Suspended Solids Equals Total Sewer Service Charge
Temporary Discharge Permit Users (Charges based on flow and loadings discharged)	\$1,071 per million gallons of flow (+) \$72 per 1,000 lbs of Total Suspended Solids Equals Total Sewer Service Charge

12. SACSEWER COLLECTION SYSTEM INFILL/EXPANSION AREA MAP

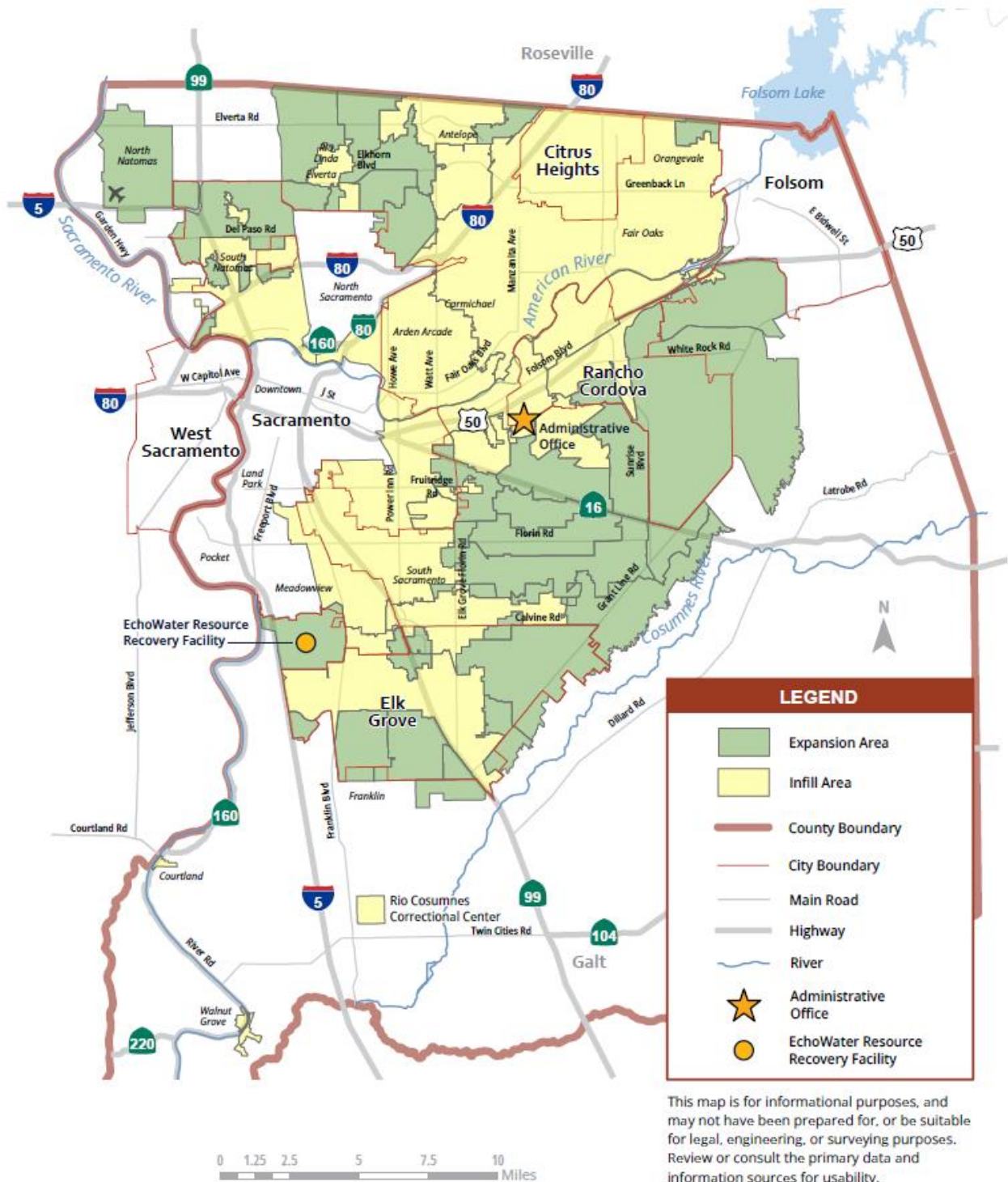


Figure 3-2: SacSewer Collection System Operations Infill and Expansion Area Map

The map is a representation of the Infill and Expansion areas as of the adoption date of this Ordinance. Contact the Permit Services Unit at (916) 876-6100 to obtain information on which area a parcel is located.

13. APPENDIX

13.1 Cost Schedule for SacSewer Construction

The Cost Schedule for Sewer Construction is subject to annual adjustments based upon the changes in the Engineering News Record Construction Cost Index. For the most up-to-date Cost Schedule please visit our website at www.sacsewer.com/sewer-plan-check.

PART 4. ADOPTION AND EFFECTIVE DATE

This Ordinance was introduced and its title read at the regular meeting of the Board of Directors on May 27, 2026, and June 17, 2026. Further reading was waived by unanimous vote of the Directors present.

This Ordinance shall take effect and be in full force on and after 30 days from the date of its passage hereof, and before the expiration of 15 days from the date of its passage, a summary of this Ordinance is to be published with the names of the members of the Board of Directors voting for and against it, in a newspaper of general circulation published in the County of Sacramento.

On a motion by Director Rosario Rodriguez, seconded by Director Pat Hume, the foregoing Ordinance was passed and adopted by the Board of Directors of the Sacramento Area Sewer District, State of California, at a regular Board meeting thereof, this 17th day of June, 2026, by the following vote, to wit:

AYES: Jayna Karpinski-Costa, Sergio Robles, David Sander, Roger Dickinson, Lisa Kaplan, Phil Pluckebaum, Rich Desmond, Pat Hume, Rosario Rodriguez, Phil Serna, Oscar Villegas, Sarah Aquino, Verna Sulpizio-Hull

NOES: None

ABSTAIN: None

ABSENT: Patrick Kennedy, Darren Suen

RECUSAL: None

(PER POLITICAL REFORM ACT (§18702.5))



Lorice Washington

Clerk of the Board of Supervisors of Sacramento County, California, and ex officio Secretary of the Board of Directors of Sacramento Area Sewer District

Pat Hume

Chair of the Board of Directors of
Sacramento Area Sewer District,
a sanitation district organized under the
laws of the State of California

FILED
BOARD OF DIRECTORS

JUN 17, 2026
BY *[Signature]*
Clerk of the Board

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman on

By: *Lorice Washington*
Deputy Clerk, Board of Directors